



## **Memorandum of Information relating to the European tender for Phase II: From vision to investment – Pre-feasibility development for water resilience in the Greater Semarang region, Indonesia**

**Date: 24 September 2025**

In this Memorandum of Information, the Contracting Authority provides answers to the questions raised and comments submitted regarding the above-mentioned European Tender. In addition, this Memorandum of Information is used to issue announcements. This Memorandum of Information forms an integral part of the Tender Document (reference 202504095). In the event of inconsistencies between the Tender Document and the Memorandum of Information, the Memorandum of Information takes precedence. In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

### **Announcements**

<b>Number</b>	
<b>1.</b>	All Dutch contracting authorities are required to publish their European tenders on the TenderNed platform. Please note that the TenderNed platform is only available in Dutch. You are therefore strongly advised to submit your Tender well before the deadline. For any questions regarding the use of TenderNed, please contact the TenderNed helpdesk at +31 70 379 88 99. You can also consult various user guides available at: <a href="https://www.tenderned.nl/cms/en/english/tenderned-dutch-governments-online-tendering-system">https://www.tenderned.nl/cms/en/english/tenderned-dutch-governments-online-tendering-system</a>
<b>2.</b>	When uploading your Tender in TenderNed, please ensure that your Tender is complete and duly signed. Please use the checklist as set out in section 7.3.15 of the Tender Document.

## **Questions & Answers**

Question	Subject	Question	Answer
1.	Requirements	In Section 3.3.6 of the Tender Document, it is stated that "the project leader has good written and oral command of the Dutch language, at level B2 or higher." Could you please clarify whether this Dutch language requirement is mandatory for the project leader, or if it is possible to fulfill this condition through other team members?	The Dutch language requirement, as stipulated in section 3.3.6 of the Tender Document, is mandatory for the project leader. It is not possible to fulfil this requirement through other team members.
2.	Requirements	If neither the project leader nor any project team member has Dutch language capability, will English (together with Bahasa Indonesia where relevant) be sufficient to meet the requirement? Or would the absence of Dutch language skills automatically lead to exclusion of the Tender?	If the Tenderer does not meet the requirements, including compliance with section 3.3.6, the Tenderer shall be excluded of the tender procedure.
3.	Requirements	The Tender Document (Section 3.3.22) allows replacement of individual experts with approval, but it is not clear how this applies to consortium partners. Could you confirm whether a consortium partner may be changed or replaced during the tender or contract period, or would withdrawal automatically lead to exclusion?	According to the Dutch Public Procurement Act (Aanbestedingswet 2012), the composition of a consortium (comprising joint tenderers) is considered essential for the assessment of the tender. A consortium partner is therefore regarded as an economic operator participating in the procurement procedure. Replacement or withdrawal of a consortium partner during the tender procedure is not permitted, as this would constitute a material change of the tender and could affect equal treatment and transparency. Such withdrawal would in principle lead to exclusion of the consortium. After award of the contract, changes in the consortium are only allowed under the strict conditions of Article 2.163f of the Aanbestedingswet (implementing Article 72(1)(d) of Directive 2014/24/EU). Replacement of a consortium partner

			may be accepted only if it is due to universal or partial succession (e.g. restructuring, merger, acquisition, insolvency) and does not entail other substantial modifications or circumvent procurement rules. Any voluntary replacement of a consortium partner outside these conditions would not be permitted.
4.	Annex 3	Annex 3 Section Time and place mentioned that the Services will be performed in the Greater Semarang Region, Indonesia. Would it be acceptable to have main project office outside Semarang?	Yes, this is allowed.
5.	ARVODI 2025	Article 23 Intellectual property rights mentioned "23.1 Unless the Parties make different agreements in this regard, all copyrights and all database rights to the results of the Services accrue to the Contracting Authority." At which stage the Contracting Authority and the Contractor could agree on the property rights arrangement?	Article 23.1 of the ARVODI 2025 stipulates that all copyrights and all database rights to the results of the Services accrue to the Contracting Authority. The Contractor assigns these rights to the Contracting Authority as soon as they arise. The Contracting Authority accepts this assignment of these rights in advance. By submitting a Tender, the Tenderer accepts the ARVODI 2025 and the provisions set out therein, including any amendments as specified in the Memorandum of Information. At this moment we have no intention to make different agreements in this regard. Therefore, the provisions of Article 23.1 ARVODI 2025 apply in full. In general, when deviating from the ARVODI 2025, this would be made explicit in the public service contract (which in this particular case, does not occur).
6.	Other	Given that Tenderer is established as a non-for profit foundation, could the funding be structured as a grant rather than a contract, considering that contracts are subject to taxation?	No, this is not possible. As set out in the Tender Documents, the present procedure concerns the award of a contract governed by Dutch public procurement law. The funding cannot be structured as a grant. The fact that a Tenderer is established as

			a non-profit foundation does not alter this. However, perhaps unnecessarily, non-profit foundations are free to choose to submit a tender.
7.	Annex 1	We are unable to open Annex 1 from the tender documents. Could you kindly confirm if a corrected version will be shared?	Annex 1 opens correctly if you download it, save it with a new name, and then open it in Adobe Acrobat. We have verified this method and it resolves the issue.
8.	Other	Is there any information regarding the Financial report that we need to submit if we are selected as implementing partner? Especially related to the need to elaborate on fixed or actual cost.	For this answer, we kindly refer you to section 4.3.1 Financial and economic standing of the Tender Document. The selected party will be requested to provide evidence. With regard to the Financial Reports, the following applies: Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references: a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance; b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established; c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.
9.	Other	Given that Tenderer is a nonprofit organization, we plan to include an indirect cost line in the budget.	No specific guidelines are provided regarding the quotation of indirect costs. Please note: Financial proposals with a price above EUR 400,000.-

		Could you please confirm if there is a cap or maximum percentage allowed for this?	(exclusive of Dutch VAT and inclusive of all local foreign VAT, fees and other costs) regarding the initial Contract Period of sixteen (16) months will be rejected.
10.	Proposal	Do we need to make a Budget proposal for Phase Iib, the additional 300,000 ?	<p>No. Based on the success of the deliverables of the first contract period (Phase IIa) and the evaluation thereof by the local key stakeholders and investment parties, the Contracting Authority decides if and to what degree they want to extend the assignment (Phase Iib) to further detail one or more investment projects and continue support of stakeholder coordination. The detailing of investment projects may include carrying out additional surveys and/or data gathering to support a smooth transition from Pre-Feasibility stage to Feasibility Stage, or any additional detailing that may be required prior to acceptance of the pre-feasibility study deliverables by the local key stakeholders.</p> <p>The content of this extension (Phase Iib) falls outside the activities as specified in Annex 8: Terms of Reference and will be separately defined depending on the decision by the Contracting Authority.</p>
11.	Tender Document	Tender doc text: "The Contracting Authority intends to conclude a Contract for a period of sixteen (16) months = Phase II, including a unilateral option* for the Contracting Authority to extend the duration of the Contract by eight (8) months. (Phase Iib). Phase IIa will cover budget of 400,000 EUR max. Phase Iib the additional 300,000 Euro	<p>The contents of the extension (Phase Iib), if any, will be formulated within the rationale of the current assignment. It is therefore expected that the same consortium, potentially with slight modification, is able to carry out Phase Iib. However, modifications of the team and/or the consortium cannot entail a substantial modification requiring a new tender. Regarding the consortium,</p>

		<p>Is it the idea that the same consortium – expert team will continue with Phase IIb (300,000 EUAR budget), another 8 months, or can the consortium AND team be modified ?</p>	<p>article 2.163f is applicable (see the answer of question 3 of this memorandum of information. The consortium can however be supplemented with other partners if this leads to a more suitable consortium for phase IIb.</p> <p>Regarding the team, as this is one of the quality award criteria defining the most economically advantageous tender, it is key that all requirements 3.3 of the tender document are met, and specifically requirements 3.3.20 - 3.3.22 regarding flexibility and replacement.</p>
12.	ToR	<p>ToR Document page 23 'Optional: Handover and support transitions to Feasibility Study Allocate dedicated time and budget to support the handover process and guide the transition from pre-feasibility to feasibility study level. Depending on the outcomes of the two high-level round tables on continuation of project development into Feasibility Study Phase, the budgeted resources for this component will be effectuated. The consultant is therefore asked to include this as an optional component in his (budget) proposal. The total budget, including this optional component, will be evaluated as part of the tender evaluation procedure' .</p> <p>We understand this refers to the extension phase, for which an additional 300,000 EUR is reserved. The statements quoted above seems to contradict statements elsewhere in the ToR and Tender document, that this Tender ONLY covers the initial 400,000 EUR budget. Please clarify ?</p>	<p>This section in the ToR is part of the Phase IIa activities and should therefore be budgeted. However, since the Phase IIa process relies on commitment of local stakeholders and availability of (international) funding and financing opportunities, it is not clear upfront whether the pre-feasibility phase will be continued in a feasibility study phase commissioned by other contracting authorities. As such, the necessity of support for the transitioning from pre-feasibility to feasibility study is anticipated, but cannot be guaranteed upfront. For this reason it is requested to include the support for transition as an optional component in the Phase IIa budget.</p> <p>Any activities of Phase IIb fall outside the activities as specified in Annex 8: Terms of Reference and will be separately defined depending on the decision by the Contracting Authority.</p>

13.	ToR	"The consultant is required to detail in the proposal the stakeholder consultation and define at which moments workshops and consultations will be organized and when field trips to Kathmandu are envisioned in the program". Please clarify	The reference to 'Kathmandu' should be 'Greater Semarang Region'.
14.	DSA	Could RVO share the approved Per Diem rates for: 1) Jakarta, 2) Semarang city, 3) Semarang region (outside Semarang city) Access to the UN tool is restricted.	The UN tool is not restricted. The Daily Subsistence Allowance according to the UN is specified for major urban centres in Indonesia. Therefore Jakarta is specified, but Semarang city and Semarang region are under general category 'elsewhere': 1) Jakarta 212 US\$; Room as % of DSA: 56% 2) Semarang city and Semarang Region 114 US\$; Room as % of DSA: 53%
15.	Tender Document	The tender document states that "The plan of approach / workplan and planning must be delivered is separate PDF files". The technical proposal content is elaborated in the previous paragraph and it states a maximum of 25 pages. Based on this, the planning document shall be a separate document?, Is there any page limit?	As set out in section 5.2.1 of the Tender Document: <ul style="list-style-type: none"> <li>• The Tenderer's response to the plan of approach/work plan criterion must be written in Verdana, minimum font size 9, or in another font of comparable readability, and shall not exceed twenty-five (25) A4 pages (excluding the front page, table of contents, planning, and financial proposal). Please note: if the Tenderer's response exceeds this limit, the extra pages will not be considered in the assessment and may affect the total number of points that can be awarded. Additionally, if the Tenderer includes a hyperlink to a website in the response, the content of that website will not be considered as part of the assessment.</li> <li>• The plan of approach / workplan and planning must be delivered is separate PDF files.</li> <li>• For the assessment of the financial proposal, the version in Excel uploaded by the Tenderer under Section 5.2.3 will be used. Submission</li> </ul>

			<p>instructions are provided in Section 5.2.3 Financial Proposal</p> <p>There is no page limit for the planning, though the planning should be in comprehensible and easy to read format.</p>
16.	Tender Document	Annex 9 and the CVs must be submitted as separate PDF files. ....multiple files. Does this mean 1 pdf, max 12 pages as Annex 9, also including CV's. Or 1 pdf Annex 9, and another one with CV's, with each CV max 1 page ?	Annex 9 and the CVs are to be submitted as separate files. A page limit of twelve (12) pages applies to Annex 9. The CVs have a page limit of one (1) page per expert. The CVs may be submitted as one combined PDF file for all the experts.
17.	Tender Document	Submitting tender documents: Section 7.3.15,, Tender Doc, page 29, ** Please note: A separate response must be provided to each of the Tendering Authority's award criteria. This is quite substantial text; Is this supposed to be part of the Max 25 pages technical proposal, or can it be a separate, additional document ?	<p>In section 5.1 of the Tender Document, an overview of the Award Criteria is provided. The Tenderer is required to submit a separate response for each award criterion and must not submit a single integrated document.</p> <p>Sections 5.2.1, 5.2.2, and 5.2.3 then set out the detailed instructions for the submission ('Instructions for submission') of each award criterion.</p> <p>The (maximum) 25 pages to which you refer relate only to the award criterion instructions set out in section 5.2.1 (Plan of Approach/Work). You are kindly requested to review the instructions in the Tender Document carefully.</p>
18.	Reference project	The requested Project References require a signature from the client. This is quite challenging for work done for government or international organisations, where project responsible staff changes regularly, and may not be available, may	No, this is not allowed. As stated in section 4.3.2 Reference data (technical qualifications), the reference(s) must be signed by the referee (i.e. the client concerned).

		<p>not be familiar with the earlier project, or may not be willing to provide a signature. .</p> <p>Is it allowed to replace the signature with the following text: " Client organisation contacted for signature , but by Oktober 8th, 2025 no response was received "</p>	
19.	Submitting proposal	<p>Is it possible to submit, formally, our bid documents, via direct email to RVO, accountteam01@rvo.nl and Scheffers, J. (Jessica) jessica.scheffers@rvo.nl?</p>	<p>As stipulated in chapter 7 of the Tender Document, you are required to submit your proposal via TenderNed. Please read 7.3.14 thoroughly.</p>
20.	Annex 7	<p>Ref. Annex 7 References page 1:  "Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment."  Q: This requirement seems stringent for multidisciplinary assignments as proposed for Semarang – in particular for reference projects relevant yet (much) larger in size; often sub consultants are onboarded to bring specific knowledge, or to provide knowledge of a certain location/geography which may not be applicable to Indonesia or Semarang. Could RVO relax this requirement by, for example, exempting references that include overseas sub consultants and/or knowledge or experience not applicable to the assignment?</p>	<p>To clarify, this restriction applies only if the Tenderer relies on the capacities of the sub-contractor to meet the requirements as set out in the Tender Document. As stated in Part II C of Annex 1 (ESPD), this capacity may relate to financial or economic standing, but also, for instance, to technical and professional ability or to certificates obtained. This restriction does not apply to sub-contractors on whose capacity the Tenderer does not rely to meet the requirements as set out in the Tender Document.</p>

21.	ToR	<p>Ref. Annex 8 TOR page 23:  Q: We assume the scope under "Optional: Handover and support transition to Feasibility Study" to be part of the optional extension (c.q. 300kEUR). Could RVO please confirm this understanding is correct?</p>	<p>Yes, this is correct. See also the answer to question 12.</p>
22.	Tender Document	<p>Ref. Tender Document page 8, Scope of the assignment:  Q: It is understood the scope for the optional extension is to be defined during the implementation of the prefeasibility study. Could RVO confirm this optional extension will be procured on a lumpsum basis, similar to the main (prefeasibility study) scope?</p>	<p>Yes, the decision whether or not an extension (Phase IIb) will take place and the scope thereof is to be defined during the implementation of the prefeasibility study phase (Phase IIa). The conditions of the contract of Phase IIa and, if any, Phase IIb, are similar.</p>