MEMORANDUM OF INFORMATION

This Memorandum of Information contains the questions submitted by interested Contractors and the corresponding answers provided by Invest International.

Scope and Lots

Question 1
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Scope and Lots
Question

1. RF1 = This requirement specifies that: "However, to avoid conflicts of interest, the Contractor (including any affiliated entities) shall not, during the term of the framework agreement, participate in or perform feasibility studies, technical studies, or any other project preparation or implementation activities financed from DRIVE or D2B project budgets. This means that the Contractor may act as advisor to Invest International in relation to DRIVE or D2B projects, but may not act as beneficiary, (study) contractor or sub-contractor or implementation contractor using DRIVE or D2B funds." Can you clarify and be more specific? Would the conflict of interest be related to the specific DRIVE or D2B funded project subject to an appraisal (case-by-case) or is it intended as a blanket statement for all potential on-going and/or future projects involving DRIVE or D2B, even in the case our firm is contracted for a project where DRIVE and D2B become later a funding option, or if part of our assignment is to assist a client in raising funding and financing, for which a DRIVE grant is a common instrument to evaluate?

2. The ToR mentions that assignments "might need to be undertaken in French." Will French-language assignments be restricted to Lot 1, or could they also arise under Lot 2 (Procurement Advisory)?

3. Can a single consultant appear in the proposed team for both Lot 1 and Lot 2, or must the teams be entirely distinct?

4. The conflict of interest provision (Article 10.1 of the Framework Agreement) states that a contractor who acted as consultant in the preparation or development phase of a project cannot act as appraiser for the same project. How far back does "preparation or development phase" extend — does prior work completed before the framework start date (1 November 2026) trigger this restriction?

5. Section 1.9 reserves the right to procure identical services outside the Framework Agreement. Could you clarify the circumstances under which this right would typically be exercised, beyond the examples listed? Specifically, would it be used if the framework contractor is simply unavailable for a particular assignment?

6. The estimated contract value for Lot 1 is €2,000,000 over four years. Is this the combined ceiling across all call-offs, or is it purely indicative with no contractual cap?

Answer

1. As from 1 November 2026, the restriction is intended as a blanket requirement if de assignment is financed with D2B/DRIVE. In your case when your firm is contracted for a project where DRIVE and D2B become later a funding option, the consultant can be involved as long as de assignment is not financed with D2B/DRIVE and in your case if part of your assignment is to assist a client in raising funding and financing, for which a DRIVE grant is a common instrument to evaluate, the consultant can be involved as long as de assignment is not financed with D2B/DRIVE. So, a consultant may advise a client on DRIVE applications, provided that those activities are financed from sources other than D2B and DRIVE funds.

Contractors appointed under this framework agreement (including affiliated entities) may act as independent advisors to Invest International regarding DRIVE and D2B funded projects. To safeguard their independence and avoid any actual, potential or perceived conflict of interest, they may not, during the term of the Framework Agreement, participate in or perform feasibility studies, technical studies, project preparation activities, implementation activities, or any other assignment financed from DRIVE or D2B budgets.

2. French language assignments could also arise under Lot 2 (Procurement Advisory), however this will be limited (e.g. procurement documents in West-Africa can be written in French).

3. Yes, a single consultant can be included in the proposed team for both Lot 1 and Lot 2. However, the Contractor remains responsible for ensuring the availability, continuity and capacity of the proposed experts for the Lots for which it submits a Proposal. The assessment of each lot will be carried out independently, considering the suitability and credibility of the proposed team for that specific lot.

4. The restriction is linked to the specific project. If a Contractor has previously been involved in the preparation or development or feasibility study of a project, the Contractor may not act as appraiser, reviewer or support our internal appraisal process for that same project. The key consideration is whether the Contractor's prior involvement could compromise the independence of the appraisal or create an actual, potential or perceived conflict of interest.

5. The framework agreement is intended to be the primary vehicle for procuring services within its scope. However, we reserve the right to procure similar or identical services outside the framework agreement where objectively justified operational, strategic or procurement-related considerations are so required. The examples listed in section 1.9 are not exhaustive. The unavailability of an individual consultant would not normally be a reason to provide services outside the framework agreement. The Contractor is expected to ensure sufficient capacity and continuity for the performance of assignments.

6. The estimated contract value of EUR 2,000,000 for lot 1 is indicative only and has been included for informational purposes and providing an indication of the expected volume of assignments. It does not constitute a contractual commitment, minimum purchase obligation or maximum ceiling amount. No rights can be derived from the stated estimated value. The actual volume of assignments during the term of the framework agreement may be higher or lower than the estimate.

Appendix 3 - Appendix 3 Program of Requirements - team requirements
Question 2
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Appendix 3 - Appendix 3 Program of Requirements - team requirements
Question

1. RT3 requires at least one senior consultant fluent in French (C1 minimum). Must this consultant be named in the proposal, or is it sufficient to confirm this capacity will be available when needed?

2. RT10 allows consultant replacement only "in extreme cases." What would constitute an extreme case — for example, does long-term illness qualify? And must the replacement consultant be pre-approved before deployment, or only notified to Invest International?

3. RT11 allows direct communication between the Investment Manager and the assigned consultant after assignment confirmation. Does the contractor retain any responsibility to be kept informed of all material developments in that direct communication, or does responsibility transfer fully once direct contact is established?

Answer

1. The Contractor is responsible for demonstrating compliance with RT3 and for proposing a team that meets the requirements of the tender. How the Contractor chooses to demonstrate this is at its own discretion. We will assess the proposal, including the proposed team, against the requirements and award criteria. The Contractor remains responsible for ensuring that the required French-language capacity is available when needed during the term of the framework agreement.

2. Long-term illness may constitute an extreme case within the meaning of RT10. Other examples may include resignation, death, prolonged unavailability or other circumstances beyond the Contractor's reasonable control. Any replacement consultant must be of comparable quality and experience, be available at the same hourly rate, and requires the prior consent of us before deployment. Notification alone is therefore not sufficient.

3. Direct communication between the Investment Manager and the assigned consultant is intended to facilitate the efficient day-to-day execution of the assignment. However, the Contractor remains fully responsible for the performance of the assignment and its contractual obligations under the framework agreement. The Contractor should therefore remain informed of material developments relating to the assignment. The practical arrangements for this, such as keeping the Contractor copied on relevant correspondence where appropriate, may be agreed between the parties on a case-by-case basis.

Pricing and Rates
Question 3
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Pricing and Rates
Question
1. RP2 specifies that rates are all-inclusive, including travel costs. However, Article 3.1 of the Framework Agreement states travel and accommodation are excluded if travel is deemed necessary. These provisions appear contradictory — which takes precedence?

2. RV9 provides for a 0% VAT rate for assignments that constitute development cooperation exclusively benefiting a developing country. Will all assignments under this framework qualify, or will this be determined on a per-assignment basis?

Answer
1. RP2 doesn't mention travel costs. Rates are excluding travel and accommodation expenses.

2. We can't confirm the applicability of 0% VAT. In general; for the assignments under this framework agreements VAT is applicable. Therefore requirement RV9 is not applicable and will be accordingly deleted from this appendix.

Procedure
Question 4
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Procedure
Question
1. Section 5.4.1.1 states that sector knowledge of Water & Logistics and Energy & Climate "will be more appreciated" in scoring. Is this a formal scoring sub-criterion with a defined weighting, or is it a qualitative preference that assessors may apply at their discretion?

2. The scoring scale puts "Insufficient" responses aside (effectively disqualifying them for that sub-criterion). Does receiving an "Insufficient" on any single sub-criterion result in full exclusion from the procedure, or only in receiving zero points for that criterion?

Answer
1. The reference to Water & Logistics and Energy & Climate sector knowledge is not a separate award criterion and does not carry a specific weighting. It is intended as a qualitative indication of the types of expertise that are expected to be particularly relevant given the anticipated assignment portfolio. Assessors may take such expertise into account as part of their overall assessment of the suitability and relevance of the proposed team.

2. Receiving an “Insufficient” score on any sub-award criterion will result in exclusion("will be put aside") from the further assessment procedure. An “Insufficient” score is therefore not equivalent to receiving zero points for that specific criterion; it means that the proposal will not be considered for further evaluation.

Questions, comments or text proposals for the draft (Framework) Agreement
Question 5
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Questions, comments or text proposals for the draft (Framework) Agreement
Question
<u>Appendix 4 ARVODI-2025 Article 19 Liability</u>
According to Tender Document section 3.6, “Contractors can also use the opportunity to ask questions, make comments and submit text proposals for the draft (Framework) Agreement, which includes the General Terms and Conditions (ARVODI version 2025)”. In relation to this T&C, we would like to raise the opportunity to revisit the provision AVRODI in terms of maximum liability. In our reading, if an assignment takes place over say 13 months, it would be on 2 period of twelve months which can add up to being liable for 12 times the value of a contract (6+6). Based on our experience this cap is unusual for consultancy assignment of this nature, where is it often capped to a multiple of the contract value (between 1 and 3 typically) in aggregate. We would then welcome the opportunity to discuss this T&C to find a more market-conform level.

<u>Appendix 5 Terms of Reference</u>
The Lot Financial/Economic Expertise also include a task related to “Technical Review of Feasibility Studies”, as a component of the broader scope. Can you clarify whether IIPP expects at this stage that our firm already enters into an exclusivity with a Technical consulting firm (acting as a subconsultant) for supplying technical experts for each of the sectors listed, or are we expected to identify and propose a qualified technical expert in each work order in case a Call off assignment includes the technical review component?
At this stage considering the very limited technical scope (typically few days of review and opinion), we anticipate no firm with a broad technical coverage of all sectors will be willing to exclude itself from any other consulting opportunity that may be financed by DRIVE or D2B nor commit to a single party for a limited scope and more importantly, such approach materially increases the risk of COI affecting the lead Financial/Economic firm but for a minor part of any scope, and for which we are required in any case to propose a replacement in any case as pointed out RF2 under Program of Requirement ([…] immediately replace the expert with another person.). Are we allowed to submit our proposal as a Financial/Economic Service firm and explain how we can supply for each particular assignment a technical expert without the requirements for entering into an exclusive subcontract.

<u>Concept Framework Agreement</u>
Article 3.1 — Liability / Rate Structure: The current liability cap (Appendix 1, Coverage of Liability Risks) sets damage liability at 3× the individual assignment value per event, and 6× per year. For short-duration, lower-value assignments this is proportionate, but for larger call-offs it could expose the contractor to disproportionate risk relative to the fees earned. We suggest capping total aggregate liability under the Framework Agreement at a fixed amount, or alternatively linking the cap to total fees actually paid rather than assignment value: Suggested addition to Article 3 or Article 4: "The Contractor's total aggregate liability under this Framework Agreement shall not exceed the total fees paid to the Contractor in the twelve (12) months preceding the event giving rise to the claim, except in cases of gross negligence, wilful misconduct, or fraud."

Article 3.5 fixes rates until 1 November 2026 (the start date), meaning indexation can only be requested from August 2027 onwards. Is this correct? And does "month of August" in Article 3.9 override the earlier reference to September in Article 3.9 — there appears to be an internal inconsistency (3.5 says August, 3.9 says September)

Article 4.7 — Contractor's Liability Lapse Period: The five-year liability period after completion of a Purchase Order (Article 4.7) is long relative to the nature of advisory assignments, which produce opinions and recommendations rather than physical works. We suggest reducing this to three years for non-structural advisory outputs: Suggested text: "In addition to the provisions of article 19 of the ARVODI 2025,

Answer

Appendix 4 ARVODI-2025 Article 19 Liability

We acknowledge the comment regarding Article 19 of ARVODI 2025. In accordance with section 3.6 of the tender document, Contractors may submit comments and text proposals regarding the draft framework agreement and the applicable terms and conditions. We have considered the comment but has decided not to amend the liability regime set out in article 19 of ARVODI 2025. Consequently, article 19 of ARVODI 2025 remains fully applicable to this framework agreement. Furthermore, the assignments envisaged under this Framework Agreement are generally of a relatively short duration.

Appendix 5 Terms of Reference

We don't require Contractors to enter exclusive arrangements with technical experts or technical consulting firms. Contractors are free to determine how they organise and source the expertise required to perform assignments, including through subcontractors or external experts. However, the proposal must provide sufficient assurance that the Contractor can deliver the expertise required under lot 1. The Contractor remains fully responsible for the timely availability, capacity, continuity and quality of all experts engaged for the performance of an assignment. Where a specific assignment requires technical expertise, the Contractor may propose suitably qualified technical experts for that assignment, provided that the requirements of the framework agreement and the relevant assignment are met.

Concept framework agreement

Article 3.1 — Liability / Rate Structure

See the answer to the previous question regarding "Appendix 4 ARVODI-2025 Article 19 Liability". We have considered the proposed amendment but have decided not to amend the liability provisions. Article 19 of ARVODI 2025 remains fully applicable and no changes will be made to the tender documents because of this proposal. Suggested addition to Article 3 or Article 4: Reference is made to the answer regarding "Appendix 4 ARVODI-2025 Article 19 Liability". The same response applies to this proposal. The Contracting Authority has decided not to amend the liability provisions. Article 19 of ARVODI 2025 remains fully applicable and no changes will be made to the tender documents because of this proposal.

Article 3.5 and article 3.9: Article 3.5 of the draft framework agreement must be: "The agreed rates are fixed until 1 November 2027". We also confirm that there is an inconsistency between articles 3.5 and 3.9. The reference to “September” in Article 3.9 should read “August”. Accordingly, indexation requests may be submitted once per calendar year during the month of August. The first indexation request may therefore be submitted in August 2027 and, if approved, will take effect from 1 November 2027. Amendment: In Article 3.5, “1 November 2026” is replaced by “1 November 2027”. In article 3.9, “September” is replaced by “August”.

Article 4.7— Contractor's Liability Lapse Period: We agree to amend article 4.7 of the framework agreement. The reference to a liability lapse period of five (5) years shall be replaced by three (3) years. The amended text of article 4.7 will be included in the next version of the tender documents.

Appendix 5 Scope of work

Question 6

Lot: Sectorial Expertise and Financial & Economic Advisory

Subject: Appendix 5 Scope of work

Question

Lot 1 includes both economic and financial work as well as technical work. Would you need the bidder to have key experts in house for all aspects, or can we contract technical experts on a case-by-case basis?

Answer

It is not a requirement that all proposed experts are employed directly by the Contractor. The Contractor may make use of subcontractors or external experts. However, the Contractor remains fully responsible for ensuring the timely availability, capacity and continuity of the proposed team and for the performance of the assignment.

Appendix 3 – 1.1 – RF1 (1st question)
Question 7
Lot: Sectorial Expertise and Financial & Economic Advisory, Procurement Advisory
Subject: Appendix 3 – 1.1 – RF1 (1st question)
Question
The Program of Requirements mentions that "…to avoid conflicts of interest, the Contractor (including any affiliated entities) shall not, during the term of the framework agreement, participate in or perform feasibility studies, technical studies, or any other project preparation or implementation activities financed from DRIVE or D2B project budgets. This means that the Contractor may act as advisor to Invest International in relation to DRIVE or D2B projects, but may not act as beneficiary, (study) contractor or sub-contractor or implementation contractor using DRIVE or D2B funds.". Please clarify in more detail what is meant with this. Does this requirement prevent the selected contractor to work on any studies, project preparation or implementation activities that are using DRIVE or D2B funds (framework-wide restriction)? Or does it only prevent the contractor to work on any downstream studies that are related to the specific project for which a call off contract is created (project-by-project restriction)? In the latter case, the contractor could for example review Project A and still perform D2B work on unrelated Project B.

Answer
See our answer to question 1: this requirement prevents the selected contractor from working on any studies, project preparation or implementation activities that are using DRIVE or D2B funds.

Appendix 3 – 1.1 – RF2
Question 8
Lot: Sectorial Expertise and Financial & Economic Advisory, Procurement Advisory
Subject: Appendix 3 – 1.1 – RF2
Question
Requirement RF2 seems to suggest the Contractor can be in the Framework Agreement and also have other agreements or assignments with Invest International. This seems to contradict requirement RF1. Please clarify.

Answer
There is no contradiction between RF1 and RF2. RF1 contains a specific conflict-of-interest restriction applicable to activities financed from DRIVE or D2B project budgets. Such activities are not permitted during the term of the framework agreement. RF2 is a general conflict-of-interest provision that applies to any other actual, potential or perceived conflicts of interest that may arise in relation to the framework agreement or individual Assignments. Reporting a conflict under RF2 does not override or waive the restrictions set out in RF1.

Appendix 3 – 1.2 – RT8
Question 9
Lot: Sectorial Expertise and Financial & Economic Advisory, Procurement Advisory
Subject: Appendix 3 – 1.2 – RT8
Question
Is Invest International flexible to discuss the need for an on-site visit if the geographic location is going against the internal travel safety policy of the Contractor?

Answer
Yes, we are. If an on-site visit of the geographic location is going against the internal travel safety policy of the Contractor, Invest International will respect this. However, Invest International doesn't expect that for these kinds of assignments on-site visits are needed.

Appendix 3 – 1.2 – RT9
Question 10
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Appendix 3 – 1.2 – RT9
Question
To what extent can other consultants be used for the assignments? There is a wide range of markets identified by Invest International. It is almost impossible to have all market knowledge captured in a team of maximum 5 persons.

Answer
The consultants included in the proposal are used for the evaluation of the Contractor's capacity and expertise. The Contracting Authority recognizes that the assignments may cover a broad range of sectors, geographies and specialist topics. During the execution of the framework agreement, Contractors may propose additional consultants or subject-matter experts, including external experts and subcontractors, where this is necessary to meet the requirements of a specific assignment, subject to the conditions of the framework agreement and prior approval by Invest International where applicable. Contractors should therefore select the 5 consultants that best demonstrate their core capabilities and experience relevant to the scope of services.

Appendix 3 – 1.2 – RT10
Question 11
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Appendix 3 – 1.2 – RT10
Question
Can extreme cases be explained and detailed? When can local experts be used if they are no part of the core team?

Answer
"Extreme cases" may include long-term illness, resignation, death, force majeure or comparable circumstances beyond the Contractor's reasonable control. Assignments are expected to be performed by the consultants proposed in the Contractor's submission. Invest International generally does not require the use of local experts. Contractor should therefore propose a team that collectively possesses the expertise required to deliver the services described in the tender documents and Terms of Reference.

Appendix 3 – 1.3 – RP2 (1st question)
Question 12
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Appendix 3 – 1.3 – RP2 (1st question)
Question
Support staff is mentioned, while RT9 mentions that the proposed consultants should do the work. This is contradicting. Please elaborate how support or non-key staff can be deployed in projects.

Answer
The proposed consultants are expected to carry out the advisory assignments. "Support staff" refers to administrative and organizational personnel involved in activities such as invoicing, contract administration, planning and internal coordination. Such personnel do not perform substantive advisory services under the framework agreement.

Appendix 3 – 1.3 – RP2 (2nd question)
Question 13
Lot: Sectorial Expertise and Financial & Economic Advisory, Procurement Advisory
Subject: Appendix 3 – 1.3 – RP2 (2nd question)
Question
If on-site visits are needed (see RT8) how will reimbursable costs (e.g. travel costs, DSA etc.) be covered in this contract?

Answer
These costs may be invoiced separately. Please note that on-site visits occur only rarely. Assignments are generally expected to be performed remotely, and therefore no specific countries have been identified for travel purposes. Should travel exceptionally be required for a particular assignment, this will be communicated separately and/or in the Request for Quotation.

Tender document – 1.4 and 4.8
Question 14
Lot: Sectorial Expertise and Financial & Economic Advisory, Procurement Advisory
Subject: Tender document – 1.4 and 4.8
Question
The program of requirements (Appendix 3) suggests exclusion of all D2B and DRIVE projects, while sections 1.4 and 4.8 of the Tender Document suggests a project-by-projects exclusion for only relevant downstream projects. Could this again be clarified?

Answer
Sections 1.4 and 4.8 address potential conflicts of interest, inside information and distortion of competition on a case-by-case basis in relation to specific tender procedures or assignments. RF1 introduces an additional restriction intended to safeguard the independence of contractors providing advisory services to Invest International in relation to DRIVE and D2B projects. Reporting or assessing a conflict under sections 1.4 or 4.8 does not waive the restrictions set out in RF1.

Tender document – 1.6
Question 15
Lot: Sectorial Expertise and Financial & Economic Advisory, Procurement Advisory
Subject: Tender document – 1.6
Question
"Therefore, the Contractor should consider that the current contract may end no later than the end of 2027." The initial term of the contract is two years (see section 1.8) which would allow the framework contract to end not earlier than 1 November 2028. Can this be clarified please?

Answer
The intended term of the framework agreement remains as stated in the tender documents. Section 1.6 does not amend the contract term. It is included to inform Contractors that the proposed integration of Invest International and Invest-NL may result in organizational changes that could affect the use, volume or continuation of the framework agreement. Any amendment or early termination of the framework agreement would be subject to the applicable contractual provisions.

Tender document – 1.7
Question 16
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Tender document – 1.7
Question
Could the sectors "Energy" and "Energy & Climate" be specified as they seem to overlap.

Answer
A public hydropower project aims to generate energy by using water as its main resource, which in turn is linked to the water sector. The use of such hydropower projects can have an impact on the climate.

Tender document – 5.4.1.1
Question 17
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Tender document – 5.4.1.1
Question
With 9 sectors of interest, technical, economic, financial and environmental expertise requested in the Terms of Reference, with the requirement to only use the proposed consultants (RT9) and the assessment criterion that the team should be suitable to the entire scope, what are the expectations of the team if it can only consist of maximum 5 persons?

Answer
Invest International does not expect contractors to propose a dedicated consultant for each sector, country or type of assignment referred to in the Terms of Reference. Nor does Invest International expect the proposed team of five consultants to collectively demonstrate specialist expertise in every sector covered by Invest International's portfolio. Contractors should propose the consultants that best demonstrate their capability to deliver services under the relevant lot. The assessment will focus on whether the proposed team, taken as a whole, demonstrates sufficient breadth and depth of expertise to perform the anticipated assignments under the framework agreement. The proposed consultants are expected to carry out the assignments awarded under the framework agreement.

Question 18
Lot: Sectorial Expertise and Financial & Economic Advisory, Procurement Advisory
Subject: Tender document – 5.4.1.1
Question
The team needs to show continuity and replacement arrangements are credible and proportionate, while at the same time RT10 in Program of requirements mentions replacement can only occur in extreme circumstances. Can this be further clarified?

Answer
The assessment criterion concerns the credibility of the Contractor's continuity arrangements and ability to maintain a stable team throughout the contract period. RT10 governs the actual replacement of proposed consultants and limits such replacement to exceptional circumstances. The proposed consultants remain the basis on which the Contractor is evaluated and are expected to perform the assignments awarded under the framework agreement.

Appendix 1a - 'Sectorial Expertise & financial/Economic Advisory' (1st question)
Question 19
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Appendix 1a - 'Sectorial Expertise & financial/Economic Advisory' (1st question)
Question
The document requests to attach a maximum of one (1) reference per key competence, but then it also requests to submit four (4) of reference forms with its Proposal. This seems contradicting as there are 7 competences. Can you please clarify?

Answer
This is an omission and must be seven (7) references. Appendix 1a has been adjusted.

Appendix 1a - 'Sectorial Expertise & financial/Economic Advisory' (2nd question)
Question 20
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Appendix 1a - 'Sectorial Expertise & financial/Economic Advisory' (2nd question)
Question
The document mentions that "The Assignment is executed in line with the countries of the DRIVE Policy Rules (see TOR Appendix 5).". What does this mean exactly? Should all references have been implemented in the DRIVE countries?

Answer
Yes, for the purpose of this requirement, the references should relate to assignments carried out in one or more countries included in the DRIVE eligible countries list as set out in appendix 5 (Terms of Reference).

Appendix 1a - 'Sectorial Expertise & financial/Economic Advisory' (3rd question)
Question 21
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Appendix 1a - 'Sectorial Expertise & financial/Economic Advisory' (3rd question)
Question
For each of the 7 competences, a reference is required that was implemented in one of the sectors of focus of Invest International A list of several sub bullets follows per competence. Does a reference need to meet all sub-bullets or can it also meet one or more (but not all) sub bullets?

Answer
Each reference needs to meet all sub-bullets.

Appendix 3 RT6
Question 22
Lot: None
Subject: Appendix 3 RT6
Question
RT6 states:
Infrastructure projects that are funded by the DRIVE grant instrument of the Dutch MOFTDC shall comply with the requirements of the DRIVE policy rules, such as technical feasibility, economic and financial viability, institutional sustainability, additionality, and environmental and social management in conformity with the IFC's Performance Standards (PS). The consultants carrying out the "Advisory Assignments" have the knowledge and experience to work with these requirements. This requirements seems to apply only to Lot-1 type of assignments. Please confirm whether this is also applicable to Lot-2 type of assignments.

Answer
The requirement applies to both lot 1 and lot 2. While the nature of the assignments differs between the lots, both lots may involve advisory, review and appraisal activities in relation to DRIVE, DRIVE TA and D2B projects. Consultants performing assignments under either lot are therefore expected to have sufficient knowledge; value for money and understanding of the relevant DRIVE policy requirements and assessment framework, including aspects such as technical feasibility, economic and financial viability, institutional sustainability, additionality, and environmental and social requirements.

Appendix 1B Experience DRIVE
Question 23
Lot: None
Subject: Appendix 1B Experience DRIVE
Question
Please confirm whether previous experience with designated DRIVE countries is required?

Answer
Yes, see our answer to question 21: experience should relate to assignments carried out in one or more countries included in the DRIVE eligible countries list as set out in appendix 5 (Terms of Reference).

Appendix 1B Experience public infrastructure project
Question 24
Lot: None
Subject: Appendix 1B Experience public infrastructure project
Question
Can we submit references for the key competencies relating to procurement advisory that are not related to public infrastructure projects?

Answer
No, the core competencies explicitly require experience relating to procurement advisory services for public infrastructure projects in one of the sectors of focus of Invest International. References that do not relate to public infrastructure projects are not considered compliant with this requirement.

Appendix 1B Core competencies
Question 25
Lot: None
Subject: Appendix 1B Core competencies
Question
Does a single person need to cover all seven core competencies, or may we specialize? Can we deploy different experts for different competencies?

Answer
See our answers to questions 10 and 17.

Appendix 5 Page 11 - Market price confirmity check
Question 26
Lot: None
Subject: Appendix 5 Page 11 - Market price confirmity check
Question
Please confirm which methodology you expect for executing the market conformity price check? Is the advisory firm expected to compare against international market prices, local, or both? And which data sources are acceptable?

Answer
The objective of the market conformity price check is to provide Invest International with an independent assessment of whether the negotiated contract price represents reasonable market value and demonstrates value for money, considering the specific project scope, contractual risk allocation, sector, and country context. Invest International does not prescribe a single benchmarking methodology. The Contractor is expected to apply professional judgement and best international practices to arrive at a robust and evidence-based conclusion. In principle, Invest International expects the assessment to consider both local and international market references, where relevant:

- Local market benchmarks should be used to assess the reasonableness of prices for labour, materials, equipment, logistics, subcontracting, and other inputs that are predominantly sourced in-country or regionally.
- International benchmarks should be used where goods, equipment, technology, specialist services, EPC components, or expertise are traded internationally, or where local market data are limited or potentially distorted.
- Where possible, the assessment should explain any significant deviations between local and international benchmarks and identify the most appropriate reference point for the specific contract component.

The assessment should not be limited to unit-price comparisons. It should also consider:

- the overall contract structure and scope;
- Allocation of risks between Invest International and contractor;
- Market conditions in the relevant sector and country;
- Overhead and margin levels;
- Comparable contracts and reference projects; and
- Value-for-money considerations in the context of a direct award.

Acceptable data sources may include, among others:

- Recent comparable infrastructure projects in the relevant country, region, or sector;
- Publicly available contract award data and procurement databases;

- Cost databases and price indices commonly used in the infrastructure, engineering, and Construction sectors:
- Market quotations obtained from suppliers, contractors, or subcontractors;
- Industry publications and benchmarking reports;
- Historical project data and reference contracts available to the Contractor;
- International financial institution (IFI) project data and benchmarking information where available; and
- The consultant's own proprietary databases and market intelligence, provided the source and methodology are transparently documented.

The Contractor should clearly document the methodology applied, the sources used, key assumptions, and any limitations of the analysis. Where market data are incomplete or unavailable, the Contractor is expected to apply a reasoned triangulation approach based on multiple sources and professional expertise. Ultimately, Invest International is seeking an independent opinion on whether the proposed price can be considered market-conform and provide reasonable value for money under the specific circumstances of the project

Appendix 5 Page 7
Question 27
Lot: None
Subject: Appendix 5 Page 7
Question
Appendix 5 states that: The assignments are mostly on the critical path of projects. Additional studies must be completed, or the tender must be ready before the project can enter the next step towards realization. This
requires flexibility in terms of capacity and experience to quickly define an efficient approach to provide the necessary information in a short period of time. Flexibility is also needed in availability of staff;

1. Could you please confirm the average expected turn-over time of Lot-2 assignments?
2. How many assignments are expected per annum? Will it be on a regular basis?
3. What is minimum level of capacity you expect to be on standby from the advisory team?
4. How will the assignments be assigned to the advisory team?
5. Who will review the assessments, and which KPIs must they meet before they can be approved? Is there an opportunity for feedback and revision?

Answer

1. The duration of assignments will depend on the nature, complexity and urgency of the specific assignment. Invest International cannot provide an average turnaround time, as assignments may vary significantly in scope and duration.

2. In the past 2 years Invest has had 22 assignments (lot 2). Assignments are expected on a regular basis. However, Invest International cannot guarantee a minimum number or frequency of assignments. The figures provided in the tender documents are estimates only and no rights can be derived from them.

3. Invest International does not require a specific minimum capacity to be kept on standby. However, contractors are expected to ensure sufficient availability and flexibility of the proposed consultants to perform assignments awarded under the framework agreement.

4. Assignments will be awarded in accordance with the call-off procedure described in the Tender Documents and the Framework Agreement.

5. Deliverables will be reviewed by the relevant Investment Manager(s) responsible for the assignment. For Lot 2, the assessment will also be shared with the contracting authority of our partner governments, with the purpose of revising and improving tender documents. The same applies for lot 1, where assessments will be shared with the competent authority of our partner governments and with the consultants working on feasibility studies, with the purpose of revising and improving the studies.

No fixed KPI framework applies to all assignments. Assessment criteria and expected deliverables will depend on the nature of the specific assignment. Where appropriate, Invest International may request clarifications, comments or revisions as part of the assignment.

Appendix 5 Page 11 - scope
Question 28
Lot: None
Subject: Appendix 5 Page 11 - scope
Question
Apendix 5 states that the scope related to procurement advisory is:

Assessment of a procurement plan.
Assessment of pre-qualification bidding documents.
Assessment of pre-qualification evaluation report.
Assessment of bidding documents / Assessment of ToR / BoQ .
Assessment of bid evaluation, recommendation for contract award and proposed contract.
Assessment of contract negotiations and contracts.
Executing a market conformity price check.

1. Please confirm the expected deliverable of such an assessment (i.e. advisory rapport, checklist or a set of recommendations) and are there formats that need to be adhered to?

2. Can you elaborate on the the expected level of detail of such an assessment?

3. Who determines the scope of such an assessment? Will Invest International provide a detailed briefing with clear assignment parameters or is up to the advisory firm based on its expertise?

4. Who will review the assessments?

Answer
1. The expected deliverable of such an assessment is a comments and recommendations matrix, listing the remarks of the procurement expert per topic, qualification of critical nature (highly critical, important, nice to have) on the underlying tender document(s), as well as recommendations for improvement. Invest International shares the comments matrix with the procuring authority, who will then insert their clarifications in the matrix and amend the tender document accordingly. The revised tender document will be shared with the procurement expert, to verify whether the remarks are sufficiently resolved and clarified.

2. The assessment should be detailed to avoid the risk that tender documents are being launched that lead to substantial errors and/or damage for the contracting authority and Invest International. It is therefore important that such documents are reviewed by experienced international procurement and contracting experts.

3. The scope of such assessments is determined by the framework contract. This includes detailed review of incoming tender documents to make sure that such documents are aligned with the best international procurement practices and avoid the risk of substantial errors and damage.

4. The assessments will be reviewed by Invest International and shared with the procurement authority of our partner governments for revision of tender documents.

Appendix 5 Terms of Reference Appendix 5
Question 29
Lot: None
Subject: Appendix 5 Terms of Reference Appendix 5
Question
Please confirm that all countries listed as DRIVE-eligible (those highlighted green or left blank, whether or not marked with a star) are potential locations for advisory work under the framework.

Answer
Yes, all countries listed as DRIVE eligible countries in appendix 5 are potential locations for advisory work under the framework agreement. However, as stated in Appendix 5, advisory work may also take place in countries other than those included in the DRIVE eligible countries list.

Appendix 1a References Sectorial Expertise and Financial and Economic Advisory Appendix 1a
Question 30
Lot: None
Subject: Appendix 1a References Sectorial Expertise and Financial and Economic Advisory Appendix 1a
Question
Appendix 1a states:
"The Contractor shall attach a maximum of one (1) reference per key competence. If the Contractor wishes to use the same reference for several core competencies, the Contractor shall submit this reference separately for the relevant core competencies. No more than one reference per key competence will be assessed. In total, the Contractor therefore submits four (4) of reference forms with its Proposal."

Looking at the document there are seven core competences:
- Financial appraisal
- Economic appraisal
- Project definition & technical sustainability appraisal
- Value for money appraisal
- Technical review
- Financial and economic review
- Drafting a Terms of Reference

Please confirm whether seven (7) reference forms (one per listed core competence) should be submitted, or whether only four (4) are required.

Answer
See our answer to question 19.

Appendix 10 Format summary CV's Appendix 10
Question 31
Lot: None
Subject: Appendix 10 Format summary CV's Appendix 10
Question
Appendix 10 states:
"Consortia are requested to submit summaries of the CVs of all key experts using this template. For key experts, CVs are limited to 5 pages each. Instructions in italics may be deleted."
In article 5.4.1.1 it states:
"The elaboration of this sub-Award Criterion may consist of a maximum of two (2) A4 pages, Arial 10 font. This is also applicable for the CVs (Appendix 10)." Please confirm whether a two-page or five-page limit applies to each key expert's CV.

Answer
We confirm that a two-page limit applies to each key expert's CV. Appendix 10 will be adjusted.

Tender document 'advisory Assignments' Public Infrastructure 4
Question 32
Lot: None
Subject: Tender document 'advisory Assignments' Public Infrastructure 4
Question
Article 5.4.1.1 states: "The elaboration of this sub-Award Criterion may consist of a maximum of two (2) A4 pages, Arial 10 font. This is also applicable for the CVs (Appendix 10). References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first two (2) pages will be assessed."

Please confirm whether the two-page limit (A4, Arial 10) referenced for this sub-Award Criterion includes the 5 key experts CV's.

Answer
We confirm that the two-page limit (A4, Arial 10) referenced for this sub-award criterion includes every separate CV regarding the 5 key experts.

Tender document 'advisory Assignments' Public Infrastructure 5.4.1.1
Question 33
Lot: None
Subject: Tender document 'advisory Assignments' Public Infrastructure 5.4.1.1
Question
Could you confirm whether the five proposed key experts should be senior-level only, or whether a mix of senior and junior staff is prefered?

Answer
This is for the Contractor to determine. Contractors should propose the team composition they consider most suitable to perform the services described in the 1) tender documents, 2) the Memorandum of Information, 3) Terms of Reference and 4) Pricesheet. The proposed team will assess against the published award criteria in relation to those 4 documents.

Tender document 'advisory Assignments' Public Infrastructure 4.2 (sub)contracting and consortiu
Question 34
Lot: None
Subject: Tender document 'advisory Assignments' Public Infrastructure 4.2 (sub)contracting and consortiu
Question
Article 4.2 states:
"Two or more Firms may jointly tender as a Consortium. The Consortium may tender for one or more lots, whereby all the Consortium members participating in the Consortium become contracting partners of the Contracting Authority and assume joint and several liability. A Consortium is deemed to be one Contractor. The Consortium must jointly submit the requested information and meet the requirements set for the assessment of suitability in accordance with the elaboration in these Tender Guidelines. The Consortium must select one participant to send the invoices to the Lead Firm." Could you confirm whether a bidder may submit proposals both individually and as part of a consortium, for example, bidding individually for Lot 1 and as a consortium member for Lot 2? Please also confirm that these registrations will be assessed independently and that the outcome of one submission will not affect or be contingent upon the outcome of the other.

Answer
Yes, a Contractor may participate in more than one proposal, including individually and as part of a consortium. Each proposal will be assessed independently on its own merits against the applicable requirements and award criteria.

Additional question
Question 35
Lot: None
Subject: Additional question
Question
Can you consider to have a second round of questions to clarify the answers provided by the Contracting Authority in the first round?

Answer
No, Invest International does not currently intend to organize a second round of questions. Contractors have already had ample opportunity to request clarification of the tender documents. Invest International considers the information provided through the tender documents and the memorandum of information sufficient to enable Contractors to prepare and submit their proposals.

Appendix 12 Sustainability Code of Conduct.pdf
Question 36
Lot: None
Subject: Appendix 12 Sustainability Code of Conduct.pdf
Question
It is unmanageable for a large professional service provider to commit to the Codes of Conduct of every Client. Contractor finds itself in a highly regulated environment and is subject to the regulatory oversight of the Autoriteit Financiële Markten (AFM). Naturally we have expressed our own ethics and principles in our Global Principles of Business Conduct, in line with national laws and practices, which shall largely overlap with the nature of your Code of Conduct. In this code, our policy with regard to integrity and compliance is captured and translated into obligations towards society, our clients and ourselves. Can you confirm that complying with our own code is sufficient?

Answer
No, acceptance of Invest International's Sustainability Code of Conduct is a requirement of this tender procedure and is mandatory for suppliers and Contractors. Compliance solely with a Contractor's own code of conduct is therefore not sufficient. Invest International recognizes that many Contractors operate under their own codes of conduct, ethics and compliance frameworks, which may cover similar principles. However, by participating in this tender and, if awarded, performing under the framework agreement, the Contractor must comply with the requirements set out in Invest International's Sustainability Code of Conduct and complete the associated self-assessment form.

Appendix 6 Concept Framework Agreement.pdf 12.1
Question 37
Lot: None
Subject: Appendix 6 Concept Framework Agreement.pdf 12.1
Question
Can you confirm that if (partial) results are transferred to the Contracting Authority or a third party, the Contractor no longer has any responsibility for those (partial) results and the final product drafted by the Contracting Authority or a third party? Furthermore, can you confirm that the 'branding' (logo's, reference's to name etc) of the Contractor will no longer be used in such situation as described in art 12.1?

Answer
Article 12.1 is intended to ensure continuity of the assignment in the event of early termination. The Contractor remains responsible for the deliverables prepared by the Contractor in accordance with the framework agreement and the applicable contractual provisions. However, the Contractor cannot be held responsible for subsequent modifications, additions or further development of those deliverables carried out by Invest International or a third party after transfer. Article 12.1 does not specifically regulate the use of the Contractor's name, logo or branding following such transfer. Invest International does not intend that modifications, additions or further development carried out by Invest International or a third party after transfer are presented as having been prepared, endorsed or approved by the Contractor. Where deliverables are subsequently modified by Invest International or a third party, any continued reference to the Contractor shall not imply responsibility for, or approval of, such modifications.

Appendix 6 Concept Framework Agreement.pdf 10.1
Question 38
Lot: None
Subject: Appendix 6 Concept Framework Agreement.pdf 10.1
Question
Can you confirm that the conflict of interest only applies on a per project basis, meaning that if Contractor (or an affiliated entity) is involved with a project using DRIVE or D2B funds, the Contractor can still perform services to the Contracting Authority in relation to any other project applying for DRIVE or D2B funding?

Answer
No, the restriction is not intended to apply only on a project-by-project basis. As set out in RF1, during the term of the framework agreement, the Contractor (including affiliated entities) may not participate in or perform feasibility studies, technical studies, or other project preparation or implementation activities financed from DRIVE or D2B project budgets. This restriction applies irrespective of whether the activities relate to the same project or a different DRIVE or D2B project. The purpose of this requirement is to safeguard the independence of the advisory services provided under the Framework Agreement.

Appendix 6 Concept Framework Agreement.pdf 6.4
Question 39
Lot: Sectorial Expertise and Financial & Economic Advisory
Subject: Appendix 6 Concept Framework Agreement.pdf 6.4
Question
Can you add 'or bonafide internal compliance policies' to 'applicable regulations' ? If not, why not?

Answer
No, the proposed amendment will not be adopted. The term "applicable regulations" refers to applicable legal, regulatory and professional obligations. Internal compliance policies of a Contractor do not constitute regulations as such. To the extent that such internal policies are required to comply with applicable laws, regulations or professional requirements, these are already covered by the current wording.

Appendix 6 Concept Framework Agreement.pdf 5.2 and 6.1
Question 40
Lot: None
Subject: Appendix 6 Concept Framework Agreement.pdf 5.2 and 6.1
Question
Can you please clarify what is intended with this article, as all drafted materials drafted for the Services will be handed over to the Contracting Authority? Contractor will not 'keep' any materials for the Contracting Authority.

Answer
Invest International acknowledges that the deliverables produced under the services will be handed over to Invest International. The purpose of this provision is not to require the Contractor to retain those deliverables, but to ensure that relevant underlying records and supporting materials remain available for a reasonable period where necessary for audit, verification, legal or contractual purposes.

Appendix 6 Concept Framework Agreement.pdf art. 4.6
Question 41
Lot: None
Subject: Appendix 6 Concept Framework Agreement.pdf art. 4.6
Question
An indemnification by the Contractor for claims from third parties means in fact that the Contractor's liability extends beyond the liability that it has towards the Contracting Authority and is prepared to accept. Moreover, the Contractor has no possibility to limit its liability towards the third party, since the third party is not known to the Contractor in advance and the Contractor has no contractual relationship with the third party (the Contracting Authority may, however, contractually agree on limitation of liability with the third party requesting the funding). The Services that the Contractor performs are performed on behalf of the Contracting Authority and the Contractor does not wish to assume the Contracting Authority's risk in that context. Therefore this provision results in a disproportionate allocation of liability to the Contractor who has no control over the terms to be agreed with the third parties requesting or receiving the funding. Can you agree delete art 4.6 or at least limit the third party liability to the cap in art 19.2 ARVODI?

Answer
No, the proposed amendment will not be adopted. Article 4.6 is intended to ensure that the Contractor indemnifies Invest International against third-party claims that arise because of a shortcoming of the Contractor as referred to in article 19.2 of the ARVODI 2025.

The provision does not create an independent basis for liability beyond such shortcomings. Invest International therefore considers the provision proportionate and appropriate in the context of the services.

Appendix 3 Program of Requirements.pdf RT2
Question 42
Lot: None
Subject: Appendix 3 Program of Requirements.pdf RT2
Question
Contractor continuously performs international projects and all non-native consultants have ample fluency in the English language, however most are not C1 certified. Can you confirm this suffices to meet the requirement?

Answer
No, for non-native English speakers, a proficiency level of at least C1 is required. The requirement will remain unchanged. To clarify: the requirement concerns English proficiency at C1 level and not necessarily the possession of a formal language certificate. Contractors must demonstrate that the proposed consultants meet this level. Invest International will not amend the minimum requirement of C1 proficiency.

Appendix 3 Program of Requirements.pdf RF1
Question 43
Lot: None
Subject: Appendix 3 Program of Requirements.pdf RF1
Question
Can you confirm that the conflict of interest only applies on a per project basis, meaning that if Contractor (or an affiliated entity) is involved with a project using DRIVE or D2B funds, the Contractor can still perform services to the Contracting Authority in relation to any other project applying for DRIVE or D2B funding? We refer to Appendix 6 Concept Framework Agreement.pdf art 10.1 which specifies that the conflict of interest restriction applies per Project.

Answer
See our answer to question 14 and 38.

Question 44
Lot: None
Subject: Appendix 3 Program of Requirements.pdf RF1
Question
Could you please consider including an explicit exception to the conflict of interest provisions for legally separate entities within the same international network, where those entities are not involved in each other’s work and appropriate separation of information flows is maintained?

Answer
No, the proposed amendment will not be adopted. The conflict-of-interest provisions apply to the Contractor and its affiliated entities as described in the tender documents. Invest International considers this necessary to safeguard the independence of the advisory services provided under the framework agreement.

Question 45
Lot: None
Subject: Appendix 3 Program of Requirements.pdf RF1
Question
Can you confirm that the conflict of interest assessment should only be performed at the level of the Contractor, and not at the level of all member firms connected to the wider international network? If not, could you please indicate the expected scope of investigation and declaration by the tenderer? This clarification is important to ensure that the conflict of interest declaration can be completed correctly and proportionately.

Answer
No, the conflict of interest assessment is not limited solely to the legal entity submitting the proposal.
As stated in the tender documents, the relevant conflict-of-interest provisions also apply to affiliated entities. The purpose of this requirement is to safeguard the independence and objectivity of the advisory services provided under the framework agreement. Contractors are expected to perform a reasonable and proportionate assessment of their own organization and affiliated entities to identify any actual or potential conflicts of interest relevant to the activities covered by the framework agreement. Where a Contractor is aware of circumstances that may give rise to a conflict of interest, these should be disclosed to Invest International.

Question 46
Lot: None
Subject: Appendix 3 Program of Requirements.pdf RF1
Question
Could you please confirm that the term “affiliates” in the context of the conflict of interest provisions, specifically in relation to a member firm structure:
- Does not refer only to legal entities that are not directly or indirectly controlled by the Contractor?
- Does the term not include other member firms within the same international network, when such firms are legally separate and not subject to a direct control relationship with the Contractor?

Answer
No, Invest International does not intend to introduce a separate interpretation or exemption for member firm structures or international networks. The conflict-of-interest provisions shall apply as set out in the tender documents. Contractors remain responsible for assessing and disclosing any actual or potential conflicts of interest relevant to the framework agreement.

Appendix 4 ARVODI-2025.pdf and Appendix 6 Concept Framework Agreement.pdf art 7.2 additional paragraph
Question 47
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf and Appendix 6 Concept Framework Agreement.pdf art 7.2 additional paragraph
Question
It is customary in our industry to make agreements regarding the distribution scope of our results. Moreover, it is necessary for us to maintain control over how our advice and reports are used and shared. Without a clear distribution scope, there is a risk that third parties, outside the proper context and without our explanation, may rely on our findings, which could place both the Contracting Authority and the Contractor in a difficult position.

Are you willing to add the following clause to the agreement:

"Without the prior express written consent of the Contractor, the Contracting Authority is not permitted to disclose advice, memoranda, and reports of the Contractor, nor parts thereof or other results of the Services, to third parties, refer to the report, or quote from the report. Notwithstanding the foregoing, the parties agree that it is permitted to provide partial reports to [insert name of third parties], provided that [insert name of third parties] sign a statement from the Contractor containing agreements regarding, among other things, the permitted use of the report and its confidentiality (a so-called 'release letter'). The foregoing shall not apply insofar as the Contracting Authority is prohibited by law, regulation, or professional rules from imposing restrictions on its duty of disclosure." If not, why not?

Answer
No, the proposed amendment will not be adopted. Invest International considers it essential to be able to use, share, distribute, publish and rely upon the results of the services without requiring further consent from the Contractor. The allocation of intellectual property rights and publication rights is already governed by the framework agreement and ARVODI 2025. Invest International does not consider it appropriate to introduce restrictions requiring prior consent of the Contractor, release letters, or other limitations on Invest International's ability to share or use reports and other deliverables produced under the agreement.

Furthermore, Invest International may be subject to statutory disclosure obligations and must retain sufficient flexibility to comply with those obligations.

Appendix 4 ARVODI-2025.pdf additional paragraph
Question 48
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf additional paragraph
Question
When reports or documents bearing our name and logo are made public, it is important for us to be informed of this in advance. This allows us to prepare properly for any enquiries from third parties. Because government bodies fall under the Wet open overheid (Woo), we propose to make clear arrangements about this. We propose to include the following provision as an additional article in the Agreement:
"If the Contracting Authority wishes to share the Contractor's findings and recommendations with a third party, the Contracting Authority shall inform the Contractor in advance. If, pursuant to the Public Access to Government Information Act (Wet open overheid, Woo), the Contracting Authority intends of its own accord to disclose the results of the Services and/or if the Contracting Authority receives a request for publication of the results of the Services, the Contracting Authority shall inform the Contractor thereof promptly, insofar as legally permitted. The Contracting Authority shall treat the Contractor as an interested party in the disclosure process and shall give the Contractor the opportunity to submit its views. The Contracting Authority shall take those views into account when making its decision."
Can you agree to this? If not, why not?

Answer
No, the proposed amendment will not be adopted. Requests for disclosure and decisions on publication are subject to the applicable legal framework, including the Wet open overheid (Woo). Invest International will act in accordance with its legal obligations and the relevant provisions of the agreement. Invest International therefore does not consider it necessary to include an additional contractual provision on this topic.

Appendix 4 ARVODI-2025.pdf art. 26.3 & 26.4
Question 49
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 26.3 & 26.4
Question
Can you indicate the relevance of this article in relation to requested services? We see our terms of employment as an internal business management issue over which Contracting Authority's have no direct influence. Moreover, it is not permitted by law to provide access to individual agreements made with employees, insofar as that is already the intention. Can you explain which employment conditions agreements you are referring to? Is it sufficient for you to provide a letter from the tax authorities, showing that we meet our obligations for the payment of social security contributions? Or is the provision intended in such a way that other data can also be requested? Legislation and regulations could stand in the way of such a request from the Contracting Authority. We therefore request that you do not declare this article applicable. Can you agree to this? If not, why not?

Answer
No, the proposed amendment will not be adopted. Article 26 of ARVODI 2025 concerns compliance with applicable employment conditions legislation and enables Invest International, in specific circumstances, to verify compliance where this is necessary in connection with work performed under the framework agreement. The provision is a standard provision of the ARVODI 2025
and remains applicable. Invest International does not interpret this provision as creating an unrestricted right to access individual employment agreements. Any request for information must be relevant, proportionate and, pursuant to article 4.11 of the framework agreement, comply with the requirements of the GDPR. Whether specific evidence, declarations or supporting documentation would be sufficient depends on the circumstances and the purpose of the request. Invest International therefore does not consider it appropriate to prescribe a single form of evidence in advance.

Appendix 4 ARVODI-2025.pdf Art. 23.1-23.5 and 23.8
Question 50
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf Art. 23.1-23.5 and 23.8
Question
The nature of the work to be performed and the resulting work products precludes the transfer of all intellectual (property) rights to them to the Contracting Authority. The Contractor bears the professional and technical responsibility for the content of drawn up reports, work products and the like. As a professional service provider, the Contractor cannot (continue to) bear that responsibility if the rights to reports and work products have to be transferred. After all, the contractor must be able to retain control over the content and distribution of their work products. In addition, Article 3.9.1.2. of the January 2022 Proportionality Guide stipulates that an extended right of use instead of the transfer of the intellectual property will suffice. On the other hand, we understand that the Contracting Authority does not want to be dependent on the Contractor with regard to the work products made for it. In order to do justice to the position of both the Contracting Authority and the Contractor, we propose a different provision for the articles referred to on the right, which is also in accordance with paragraph 3.9.1.2. of the Proportionality Guide:
"Intellectual property rights that already existed before the performance of the work and insofar as contributed and used by the Contractor for the performance of the Services and insofar as included in the results of the Services, as well as intellectual property rights to reports and work products to be issued by the Contractor remain the property of the Contractor (""Underlying Intellectual Property Contractor""). The Contractor grants the Contracting Authority a non-exclusive, unconditional, irrevocable, royalty-free, perpetual, worldwide right of use and reproduction with regard to the Underlying Intellectual Property Contractor insofar as incorporated in the results of the Services, so that these results can be used as intended when entering into the Agreement. The basic principle is that the results of the Services can be used for the purpose for which the results of the Services were provided. Processing of the results of the Services and/or external use by the Contracting Authority is only permitted after obtaining written permission from the Contractor." Can you agree to this? If no, why not?

Answer
No, the proposed amendment will not be adopted. The intellectual property provisions set out in article 23 of the ARVODI 2025 shall remain applicable. Invest International considers it necessary to obtain the intellectual property rights to the results of the services to ensure that it can freely use, adapt, share and publish those results without being dependent on the Contractor or requiring further permissions. Existing intellectual property rights that already existed prior to the performance of the services are already addressed in article 23.2 of the ARVODI 2025. Furthermore, article 4.9 of the framework agreement provides the Contractor with additional rights regarding the use and publication of results under the conditions set out therein. invest International therefore considers the current arrangement appropriate and proportionate for the nature of the Services.

Appendix 4 ARVODI-2025.pdf additional paragraph
Question 51
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf additional paragraph
Question
Because the Contractor Supplier is part of an organisation that is subject to various forms of supervision, it is subject to specific regulations relating to independence. These regulations oblige the Contractor to terminate the assignment in extreme cases if its execution is in conflict with laws and regulations. In order to prevent the Agreement from conflicting with these mandatory regulations, an additional article must be agreed with regard to the termination of the Agreement. Are you prepared to include the following in the Agreement?

"The Contractor is entitled to terminate the Agreement immediately by means of a written notification to the Contracting Authority, if the Contractor finds that (a) the government, a supervisory body, a professional organization or an administrative body has introduced new laws or regulations, decisions, policies or instructions or has amended existing laws or regulations, decisions, policies or instructions as a result of which the performance of the Agreement is fully or would be partially unlawful or otherwise unlawful or would be in conflict with the independence or professional rules, or if (b) circumstances have changed in such a way that the performance of the Agreement by the Contractor would be wholly or partly contrary to the law or otherwise unlawful or would be in violation of the independence or professional rules."

Answer
No, the proposed amendment will not be adopted. Invest International recognizes that Contractors may be subject to statutory, regulatory or professional requirements, including requirements relating to independence. Contractors remain responsible for complying with such requirements throughout the term of the framework agreement. However, Invest International does not consider it appropriate to introduce an additional unilateral termination right based on the Contractor's own assessment of regulatory, professional or independence requirements. The termination provisions set out in the agreement and the ARVODI 2025 are considered sufficient. If a specific situation arises during the performance of the agreement, the parties are expected to consult with each other in good faith to determine an appropriate course of action.

Appendix 4 ARVODI-2025.pdf   art. 21.4
Question 52
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf   art. 21.4
Question
Are you willing to add one month's notice as a requirement to this provision?

Answer
No, the proposed amendment will not be adopted. Article 21.4 of the ARVODI 2025 will remain unchanged. Invest International considers the existing balance between termination flexibility and compensation for work performed and costs incurred to be appropriate.

Appendix 4 ARVODI-2025.pdf   art. 21.3 (c)
Question 53
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf   art. 21.3 (c)
Question
Could you clarify that internal reorganisations within the Contractor’s group, without material impact on the

Answer
No general exemption will be introduced. Article 21.3(c) grants Invest International a discretionary right, not an automatic termination mechanism. Whether a merger, demerger or internal reorganization is relevant under this provision will depend on the specific circumstances and its impact on the Contractor and the agreement. However, the Contractor has the obligation towards Invest International to provide pro-actively information in case of re-organizations within the Contractor's Group, that could potentially effect the delivery of services under the original conditions of contract thus requiring a formal check by the Invest International.

Appendix 4 ARVODI-2025.pdf   art. 20.2
Question 54
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf   art. 20.2
Question
Article 20.2 specifies which circumstances do not constitute force majeure on the part of the Contractor. In practice, a proper planning of our work is heavily dependent on the timely and complete provision of information, documents and decisions by the Contracting Authority. When such input is provided late or incomplete, delays may occur for which the Contractor reasonably has no control or responsibility.

We would therefore like to supplement this article with the following:

“In performing the services, the Contractor depends on the timely provision of the correct and necessary data and documents. If the Contracting Authority fails to provide these, this cannot be attributed to the Contractor.” Can you agree to this? If not, why not?

Answer
Yes, Invest International acknowledges that the Contractor may depend on the timely provision of information, documents and decisions by Invest International. Delays resulting solely from the late provision of such information, documents or decisions by the Contracting Authority will not, in themselves, be considered a failure by the Contractor to fulfil its obligations. Invest International does not consider it necessary to amend the agreement for this purpose.

Appendix 4 ARVODI-2025.pdf additional paragraph art. 19
Question 55
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf additional paragraph art. 19
Question
Art. 19 "When the Contracting Authority shares the results of the Services with third parties, we cannot accept any liability towards those third parties. As we have no contractual relationship with those third parties and those third parties are not known to us in advance, we have no possibility to limit our liability towards those third parties. For this reason it is common market practice that the Contracting Authority indemnifies the Contractor against claims by third parties arising from the use of the results of the Services. After all, the Contractor performs the Services exclusively for the benefit of the Contracting Authority and the Contracting Authority bears the risk for the use of the results of the Services. We therefore propose to add the following provision to article 21: "The Contracting Authority indemnifies the Contractor against all claims from third parties arising from or related to the work to be performed or performed for the benefit of the Contracting Authority, unless the Contracting Authority demonstrates that the claims are not related to culpable acts or omissions on the part of the Contracting Authority or are caused by intent or deliberate recklessness on the part of the Contractor."
Can you agree to this? If not, why not?

Answer
No, the proposed amendment will not be adopted. The liability regime set out in the framework agreement and the ARVODI 2025 will remain applicable. Invest International does not consider it appropriate to provide a general indemnity to the Contractor for claims from third parties arising from or related to the services. Liability should remain with the party responsible for the relevant act or omission. Furthermore, Invest International must be able to use, share and rely upon the results of the services in the course of its activities and decision-making processes. Invest International therefore does not consider it appropriate to assume a general liability for third-party claims resulting from the use of those results. The allocation of risks and liabilities remains governed by article 19 of the ARVODI 2025 and the framework agreement.

Appendix 4 ARVODI-2025.pdf art. 19.3 (d)
Question 56
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 19.3 (d)
Question
Article 19.3d ARVODI-2025 implies that the Contracting Authority can charge the Contractor for fines imposed by the supervisor in full and without limitation. However, such fines are mainly punitive and at the risk of the controller. The processor shall act within the instructions of the controller. Without a limit, double liability may arise, namely recourse by the Contracting Authority and a penalty for the Contractor for the same offences. This is not necessary for effective enforcement of the GDPR and does not conflict with the proportionality requirements of the Public Procurement Act and the Proportionality Guide. In addition, such unlimited liability is virtually insurable in the market. To prevent this, we request that you amend the last sentence of Article 19.3(d) as follows:

"Damages shall be understood to include a fine imposed by the supervisory authority, but only insofar as and to the extent directly attributable to the contractor due to a breach attributable to it, and excluding double recovery where the contractor itself has been fined by the supervisory authority." Can you confirm that this amendment can be accepted? If not, what alternative wording do you propose and why?

Answer
No, the proposed amendment will not be adopted. Invest International will not provide a general indemnity to the Contractor for claims by third parties arising out of the performance of the services. The allocation of risk and liability is already governed by article 19 of the ARVODI 2025 and Invest International considers this allocation to be appropriate and proportionate.

Appendix 4 ARVODI-2025.pdf art. 19.5
Question 57
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 19.5
Question
Article 19.5 provides that any loss suffered by the Contractor or third parties as a result of the use of the Contracting Authority's property shall be entirely for the Contractor's account and risk. Unlike Article 19.4, Article 19.5 contains no cross-reference to Articles 19.2 and 19.3. To avoid a disproportionate shift of risk and to ensure consistency within Article 19, we propose the following addition to Article 19.5: 'The provisions of paragraphs 2 and 3 shall apply mutatis mutandis.' Could you confirm that this clarification will be adopted? If not, what alternative wording do you propose and why?

Answer
No, the proposed clarification will not be adopted. The liability regime of article 19 of the ARVODI 2025 remains applicable as drafted. Invest International considers the existing allocation of risks to be appropriate and does not intend to introduce additional limitations or amendments to article 19.5.

Appendix 4 ARVODI-2025.pdf art. 19.2 and 19.3
Question 58
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 19.2 and 19.3
Question
Text proposal depending on the value of the assignment, see guidance alongside prior to including the question]: The limitation of liability included in Article 19 of ARVODI-2025 raises several questions. Only once the actual assignment value is known can it be determined whether the outcome is proportionate and whether the absolute caps do not lead to an unbalanced risk transfer.

Paragraph 3.9.1.1 of the Guide to Proportionality (3rd revision, 2022) stipulates that when establishing a limitation of liability, due consideration must be given at least to the actual risks borne by the Contracting Authority and the customary limits in the relevant industry, taking into account the nature and scope of the assignment.

In order to clarify the provision, align liability with our role and responsibilities within the assignment, and to adhere to the Guide to Proportionality and industry standards, we propose a new provision to replace the current Article 19.2. This proposal aligns with the optional provision included in the model Service Agreement ARVODI-2025:

"In derogation of Article 19.2 of ARVODI-2025, the liability referred to in that paragraph shall be limited to direct damage up to a maximum of three (3) times the assignment value per event and three (3) times the assignment value per contract year or part thereof during which the Agreement is in force."

Are you willing to include this derogation to Article 19.2 in the agreement or otherwise amend Article 19.2 accordingly?

In addition, we propose to add the following to Article 19.2:

“The Contractor shall never be liable for restrictions on use and loss of data, commercial agreements, goodwill, turnover or profit (regardless of whether such damage is considered direct or indirect damage or consequential loss), nor for other indirect or consequential damage in connection with the Agreement. The Contractor shall not be liable for damage resulting from false, misleading, or incomplete information provided by the Contracting Authority or third parties.” Can this wording of the optional provision be accepted? If not, what amendments are proposed and why?

Answer
No, the proposed amendment will not be adopted. Article 19.2 of the ARVODI 2025 shall remain applicable. Invest International considers the liability regime set out in the ARVODI 2025 to be appropriate and proportionate for the nature of the services and does not intend to introduce a different limitation of liability or additional exclusions of liability.

Appendix 4 ARVODI-2025.pdf art. 16.5
Question 59
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 16.5
Question
It seems unreasonable to us that the Contractor can be forced to continue the work in the event that it is not paid for the work. We propose that this provision be declared inapplicable, so that the Parties fall back on what is legally regulated with regard to suspension and termination. Can you agree to that? If not, why not?

Answer
No, the proposed amendment will not be adopted. Article 16.5 of the ARVODI 2025 shall remain applicable. Invest International considers this provision necessary to ensure continuity of the services and to prevent disruption of ongoing assignments because of disputes relating to invoices or payment. ARVODI 2025 already contains a balanced framework regarding invoicing, payment and invoice audits, including obligations on Invest International to pay compliant invoices within the applicable payment term and provisions regarding statutory interest in case of late payment. Invest International therefore does not consider it appropriate to declare article 16.5 inapplicable or to introduce an additional right for the Contractor to suspend or terminate the services due to a payment dispute.

Appendix 4 ARVODI-2025.pdf art. 16.3
Question 60
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 16.3
Question
The audit right in Article 16.3 is far-reaching for the Contractor. The Contractor considers it important that any audit is clearly delineated and subject to clear conditions. We therefore propose to supplement the article as follows, so that the audit can only take place once those conditions have been met:
“The Contracting Authority may have the accuracy and completeness of an invoice examined by an independent auditor as referred to in Article 2:393(1) of the Dutch Civil Code if there are demonstrable reasonable grounds to suspect that the invoice is substantively incorrect. The Contractor will grant the auditor access to books and records and provide the auditor with all data and information the auditor requests, insofar as the Contractor is permitted to share such information, taking into account applicable laws and regulations and contractual arrangements with third parties. The review is confidential and does not go beyond what is necessary to verify the invoice. The Contracting Authority will bear the costs of the auditor’s examination, unless the auditor’s examination shows that the invoice is incorrect or incomplete. In that case, the Contractor will reimburse the auditor’s costs.
In addition, the following conditions must be observed:
the audit to be carried out is announced in good time and, as far as possible, coordinated in advance with the Contractor; in view of confidentiality undertakings with third parties, no access will be granted to the (digital) systems, but only to stand-alone files of the relevant information; strict confidentiality will be observed in respect of all information that is accessed; the audit will hinder the Contractor’s operations as little as possible; the Contractor’s internal house rules will be observed.”
Are you able to agree to this? If not, why not?

Answer
No, the proposed amendment will not be adopted. Invest international considers the safeguards already included in article 16.3 of ARVODI 2025 to be sufficient. Any audit will be carried out confidentially and only insofar as necessary to verify the invoice concerned.

Appendix 4 ARVODI-2025.pdf art. 16.1 Article
Question 61
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 16.1 Article
Question
16.1 ARVODI-2025 states that payment shall only be made if the Services and the invoice “comply with the Agreement”. We can imagine that the Contracting Authority may wish to assess the results of the Services against the agreed criteria. To create clarity on the acceptance process and to avoid unnecessary payment delays, we propose to include the following provision as an additional agreement in the Agreement (or to amend art. 16.1 accordingly): "Contracting Authority shall assess the results of the Services against the objective, material aspects and the criteria set out in the Agreement. Contracting Authority shall notify Contractor of the outcome of that assessment within 5 (five) working days of delivery of the results of the Services. If no response is received, the delivery shall be deemed accepted. In the event of rejection, Contracting Authority shall state with specificity which elements do not comply with the agreed criteria. Contractor shall then be granted a reasonable period to carry out remedial work. Save as otherwise provided, the statutory and contractual provisions regarding defects and available remedies shall apply."

Could you confirm whether this proposed wording is acceptable to you? If you wish to propose amendments, please let us have your suggestions. Please also confirm that, for the purposes of Article 16.1, the requirement that the Services and the invoice ""comply with the Agreement"" is intended to include the control and acceptance process described above; if not, please indicate which amendments would be required.

Answer
No, the proposed wording will not be adopted. Invest International does not intend to introduce a deemed acceptance mechanism or a fixed acceptance period. Article 16.1 of ARVODI 2025 will remain applicable. The assessment of deliverables will take place in accordance with the requirements of the relevant assignment and the agreement.

Appendix 4 ARVODI-2025.pdf art. 13.2
Question 62
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 13.2
Question
Dienst Justis states on its website that issuing a certificate of conduct (VOG) can take up to eight weeks. The Contractor therefore has no influence over this. A deadline of “no later than three Working Days before the commencement of the Services” is therefore not always realistic. We therefore propose the following replacement text: “The Contracting Authority may request that the Contractor’s Personnel provide certificates of conduct (VOGs).” Are you able to agree to this? If not, why not?

Answer
No, the proposed amendment will not be adopted. Article 13.2 of the ARVODI 2025 will remain unchanged. Where a VOG is required, Invest International considers it necessary that the relevant personnel can provide it before commencing the services.

Appendix 4 ARVODI-2025.pdf art. 11.3
Question 63
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 11.3
Question
The text of Article 11.3 does not make clear how the Contracting Authority wishes to exercise supervision, nor what that supervision entails. Could you clarify what is meant by this supervision?

Could you also confirm that this supervision does not entail the Contracting Authority seeking access to the Contractor's office premises or to all of the Contractor's records? We consider such a right of supervision — which effectively amounts to a disguised audit right — regarding the Contractor's retention and use of confidential information to be both impracticable and unnecessary. Confidentiality, and the related requirements, are sufficiently safeguarded in the contractual provisions. The Contracting Authority may also expect that the Contractor, as a professional organisation, will handle the confidential information in accordance with the agreement. Should that not be the case, the Contractor can be held liable, likewise in accordance with the agreement. In light of the foregoing, we request that Article 11.3 be declared inapplicable. Are you able to agree to this? If not, why not?

Answer
No, the proposed amendment will not be adopted. Article 11.3 of the ARVODI 2025 shall remain applicable. The purpose of this provision is to enable Invest International, where reasonably required, to verify that confidential information provided in the context of the agreement is handled and safeguarded in accordance with the contractual confidentiality obligations. Invest International does not interpret this provision as creating an unrestricted right of access to the Contractor's office premises, systems or records. Any supervision under article 11.3 must be reasonable, proportionate and limited to what is necessary in relation to the safeguarding and use of confidential information relevant to the agreement. Invest International therefore considers article 11.3 to be a legitimate and appropriate safeguard and does not intend to declare it inapplicable.

Appendix 4 ARVODI-2025.pdf art. 11.1
Question 64
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 11.1
Question
Article 11.1 of ARVODI-2025 lists three statutory exceptions to the confidentiality obligation. For the Contractor, an additional exception is necessary for situations in which professional rules require the Contractor to disclose information or where disclosure is necessary for the Contractor to defend its own interests in or out of court. Furthermore, it is additionally necessary that information may be shared with affiliated entities within the same group and with advisors engaged by the Contractor.

We therefore propose to add the following text after "… to the disclosure thereof":

"… or insofar as the Contractor (i) is obliged or entitled to do so pursuant to the applicable (professional) rules, (ii) disclosure is necessary for the defence of its legitimate interests in or out of court, or (iii) disclosure is necessary for the performance of the Agreement, including but not limited to provision to affiliated entities of the Contractor or advisors engaged by the Contractor."
Can you agree to this? If not, why not?

Answer
No, the proposed amendment will not be adopted. The confidentiality regime set out in article 11 of the ARVODI 2025 will remain applicable. Invest International considers the existing statutory exceptions to be sufficient and does not intend to introduce additional general disclosure rights in favour of the Contractor.

Appendix 4 ARVODI-2025.pdf art. 4.1 & 4.2
Question 65
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 4.1 & 4.2
Question
Article 4.1 ARVODI-2025 requires the prior written consent of the Contracting Authority for any replacement of personnel. In addition, the Contracting Authority may, pursuant to Article 4.2 of ARVODI-2025, require that we replace personnel. Our services, rely heavily on specialist expertise. To ensure quality, it is essential that we decide which personnel are deployed, so that the most appropriate person is assigned to each engagement. It may also be necessary to replace personnel in the event of staff turnover or long-term illness. We therefore propose to replace paragraphs 4.1 and 4.2 with:

"The Contractor may temporarily or permanently replace persons charged with the performance of the services. In order to perpetuate continuity, the Contractor will deploy the same people as much as possible, so that the burden on the Contracting Authority is kept to a minimum.
If the Contracting Authority is reasonably of the opinion that any person assigned to carry out the services lacks one or more of the qualifications specified in the request for proposal, or, in the Contracting Authority's opinion, is not performing the services adequately, the parties shall consult on the replacement of the person concerned. The parties shall act reasonably to seek an appropriate solution. The basic principle is that persons are made available who have comparable expertise, training and experience (in accordance with the request for quotation)." Is this text is acceptable to you? If not, why not?

Answer
No, the proposed amendment will not be adopted. Articles 4.1 and 4.2 of the ARVODI 2025 will remain applicable. Invest International considers prior approval of personnel replacements necessary to safeguard continuity and to ensure that the services are performed by personnel whose qualifications and experience are comparable to those on the basis of which the Contract was awarded.

Appendix 4 ARVODI-2025.pdf art. 3
Question 66
Lot: None
Subject: Appendix 4 ARVODI-2025.pdf art. 3
Question
Of course we wish to fulfil our obligations under the Agreement in cooperation with the Contracting Authority, but only insofar as our professional rules — including independence rules — permit such cooperation. We also assume that the “intended use” referred to in Article 3 relates exclusively to the requirements explicitly recorded in writing in the Agreement, and not to any broader interpretation or to an interpretation unilaterally adopted by the Contracting Authority.
Accordingly, we propose to add the following to this article:

'The Contractor shall perform the engagement in accordance with applicable law and professional rules. The Contracting Authority shall at all times fully respect the obligations thereby imposed on the Contractor. The Contractor shall never be required to act or omit to act in a manner that conflicts with or is incompatible with the aforementioned rules. For the purposes of this Article, 'intended use' shall mean only the use that directly and unambiguously derives from the requirements set out in the Agreement.'
Can you agree to this proposed wording? If not, why not?

Answer
No, the proposed amendment will not be adopted. Article 3 of the ARVODI 2025 will remain unchanged. Invest International considers the existing wording appropriate and does not consider it necessary to introduce additional limitations relating to professional rules, independence requirements or the definition of “intended use”.

Procurement Guidelines, Sections 3.11 and 4.4; ESPD Form in TenderNed.
Question 67
Lot: None
Subject: Procurement Guidelines, Sections 3.11 and 4.4; ESPD Form in TenderNed.
Question
Could you please confirm which form of signature is accepted for the ESPD and the other documents requiring signature: a wet-ink signature, a scanned signature, a PKI-based digital signature, or a qualified electronic signature in accordance with the eIDAS Regulation?

Answer
The ESPD currently supports three methods of signing: 1) Printing, signing by hand, and uploading a scanned copy, 2) Digitally inserting a scanned image of a handwritten signature en 3) Creating and inserting a certificate ID online.

Annex 6 Draft Framework Agreement, Articles 3.5 and 3.9.
Question 68
Lot: None
Subject: Annex 6 Draft Framework Agreement, Articles 3.5 and 3.9.
Question
Article 3.5 states that indexation requests may only be submitted in August, whereas Article 3.9 refers to the rejection of requests submitted outside September. Could you please confirm which month applies for the submission of indexation requests?

Answer
See our answer to question 5.

Annex 6 Draft Framework Agreement, Articles 3.1 and 3.11–3.13.
Question 69
Lot: None
Subject: Annex 6 Draft Framework Agreement, Articles 3.1 and 3.11–3.13.
Question
Annex 6 Draft Framework Agreement, Articles 3.1 and 3.11–3.13. Could you please confirm whether the Contractor may submit invoices on a monthly basis for the actual hours worked under a Purchase Order? If not, please specify the applicable invoicing frequency and any associated approval or acceptance requirements.

Answer
No, invoices cannot be submitted on a monthly basis. Invoices must be submitted per Purchase Order (see article 3.1) and must reflect the actual hours worked under that Purchase Order. The invoice must comply with the invoicing requirements set out in the Framework Agreement and clearly refer to the relevant Purchase Order.

Annex 4 ARVODI-2025, Article 19.2; Annex 6 Draft Framework Agreement, Article 4.7; Annex 1 Suitability Requirements – Liability Risk Coverage.
Question 70
Lot: None
Subject: Annex 4 ARVODI-2025, Article 19.2; Annex 6 Draft Framework Agreement, Article 4.7; Annex 1 Suitability Requirements – Liability Risk Coverage.
Question
The documents contain different provisions regarding liability and insurance coverage. Could you please confirm which provision prevails for Lot 1, and whether the limitation of liability applies per Individual Agreement/Purchase Order or to the Framework Agreement as a whole?

Answer
Please refer to Article 19.2 of the ARVODI 2025. Liability is limited to a maximum of four times the contract value per event and six times the contract value for each year or part of a year that the contract has been in force. In the context of this Framework Agreement, the contract value per event is the value of the relevant Purchase Order.

Tender Document
Question 71
Lot: None
Subject: Tender Document
Question
The previous IIPP lots worked with a waiting room principle, this is not mentioned in this tender. Can the contractor therefore deduce that in this framework no waiting room principle applies?

Answer
Yes, the Contractor can.

Tender document chapter 1.8 page 12
Question 72
Lot: None
Subject: Tender document chapter 1.8 page 12
Question
In chapter 1.8 it is mentioned that the contract authority moves forward with one contractor per lot (The Contracting Authority intends to conclude the Framework Agreement with one (1) Contractor per Lot.). Could you detail this sentence? Does this mean the contractor has an obligation to make an offer? Or are there reasons the contractor can bring forward to refrain from an offer, such as in house Health and Safety policy?

Answer
The statement that the Contracting Authority intends to conclude the Framework Agreement with one (1) Contractor per Lot means that only one Contractor will be awarded a Framework Agreement for each Lot. It does not in itself create an obligation for the Contractor to submit a Proposal in response to every request for quotation issued under the framework agreement. However, if a request for quotation is submitted and subsequently awarded to the Contractor, the Contractor is obliged to perform that assignment in accordance with the terms of the framework agreement. If a Contractor is unable or unwilling to submit a proposal for a particular assignment due to objective circumstances, such as legal, regulatory, independence, conflict-of-interest, health and safety, capacity or comparable constraints, the Contractor shall inform Invest International accordingly. In such circumstances, Invest International reserves the right to procure the relevant services through another route or from another provider.

Tender document chapter 1.5 page 10
Question 73
Lot: None
Subject: Tender document chapter 1.5 page 10
Question
Do you expect that the assignments require travel to specific countries? If yes, could you detail which countries?

Answer
No, Invest International does not expect that assignments will require travel to specific countries. Assignments are generally expected to be performed remotely, and therefore no specific countries have been identified for travel purposes. Should travel exceptionally be required for a particular assignment, this will be communicated separately and/or in the Request for Quotation.

Tenderdocument chapter 1.8 page 12
Question 74
Lot: None
Subject: Tenderdocument chapter 1.8 page 12
Question
In chapter 1.8 it is mentioned that the contract authority moves forward with one contractor per lot (The Contracting Authority intends to conclude the Framework Agreement with one (1) Contractor per Lot.). How final is this decision to move forward with one contractor per lot? Or does this depend on the number of responses?

Answer
Invest International intends to award and conclude the framework agreement with one (1) Contractor per Lot. This approach is not dependent on the number of responses received.

Question 75
Lot: None
Subject: Tenderdocument chapter 1.8 page 12
Question
In chapter 1.8 it is mentioned that the contract authority moves forward with one contractor per lot (The Contracting Authority intends to conclude the Framework Agreement with one (1) Contractor per Lot.). How does this relate to the possibility of conflict of interest and a contracter having to reject an assignment?

Answer
Invest International intends to conclude one (1) framework agreement per lot with one (1) Contractor. This does not affect the Contractor's obligation to assess potential conflicts of interest on an assignment-by-assignment basis. If the Contractor is unable to submit a proposal for, or perform, a specific assignment due to a conflict of interest or other objective circumstances, the Contractor shall inform Invest International accordingly. In such circumstances, Invest International reserves the right to procure the relevant services through another route or from another provider. The fact that a single Contractor is awarded the framework agreement for a lot does not override the conflict-of-interest requirements set out in the tender documents and the framework agreement.

Tender Document chapter 1.7 page 12
Question 76
Lot: None
Subject: Tender Document chapter 1.7 page 12
Question
In chapter 1.7, it is stated that the estimated total contract value is max 2.000.000 euro based on a contract period of 4 years. In light of the reference made in chapter 1.6 regarding the merger of Invest International and Invest NL and it leading to an ending of this contract (Therefore, the Contractor should consider that the current contract may end no later than the end of 2027.)?

Answer
The estimated contract value is based on the maximum intended duration of the framework agreement. However, as stated in section 1.6, the proposed integration of Invest International and Invest-NL may affect the continuation of the framework agreement. Contractors should therefore take into account the possibility that the framework agreement may terminate before the end of the maximum contract period. The estimated contract value remains an estimate only and no rights can be derived from it.

Question 77
Lot: None
Subject: Tender Document chapter 1.7 page 12
Question
In chapter 1.7, it is stated that the estimated total contract value is max 2.000.000 euro based on a contract period of 4 years. Can you detail the distribution of the budget over the 4 years?

Answer
The estimated contract value is an overall estimate for the maximum intended duration of the framework agreement. The Contracting Authority is unable to provide a breakdown of the estimated budget per year. The information available is listed in the Terms of Reference. Actual expenditure may vary significantly between years and will depend on the number, timing and nature of the assignments required during the term of the framework agreement. No rights can be derived from the estimated contract value or from any assumed distribution of the budget over the contract period.

Tender Document chapter 1.4 page 10
Question 78
Lot: None
Subject: Tender Document chapter 1.4 page 10
Question
In chapter 1.4 a description is given regarding causes of conflict of interest. Can you confirm that the contractor has the possibility to reject or decline a call-off (assignment) due to conflict of interest?

Answer
Yes, a Contractor may reject or decline the possibility to submit a proposal in response to a request for proposal due to conflict of interest. The Contractor remains responsible for identifying and reporting such conflicts of interest in accordance with the tender documents and the framework agreement. If the Contractor is unable to perform a specific assignment due to a conflict of interest or other objective circumstances, the Contractor shall inform Invest International accordingly. In such circumstances, Invest International reserves the right to procure the relevant services through another route or from another provider.

Tender Document Advisory Assignments Public Infrastructure European tender procedure
Question 79
Lot: None
Subject: Tender Document Advisory Assignments Public Infrastructure European tender procedure
Question
Can you provide an estimate for the (range of) budget of individual assignments?

Answer
Invest International is unable to provide an estimated budget range for individual assignments. The scope, complexity, duration and required expertise may vary significantly from one assignment to another. As a result, the value of individual assignments may differ substantially. The estimated total contract value stated in the tender documents is provided solely as an indication of the anticipated maximum value of the framework agreement as a whole. No rights can be derived from this estimate and no minimum or maximum value is guaranteed for individual assignments.

Question 80
Lot: None
Subject: Tender Document Advisory Assignments Public Infrastructure European tender procedure
Question
Do specific formats apply to the reporting of individual assignments?

Answer
Yes, please refer to appendix 6a 'Template Call Off'. This template sets out the format and information requirements for individual assignments, including the scope, expected results, deliverables and planning.

Annex 6 Draft Framework Agreement, Article 3.1; Appendix 3 Program of Requirements, RP2 and RT8. Article 3.1
Question 81
Lot: None
Subject: Annex 6 Draft Framework Agreement, Article 3.1; Appendix 3 Program of Requirements, RP2 and RT8. Article 3.1
Question
Annex 6 Draft Framework Agreement, Article 3.1; Appendix 3 Program of Requirements, RP2 and RT8. Article 3.1 states that travel and accommodation expenses are excluded if travel is considered necessary, whereas RP2 states that the rates are all-inclusive and include, among other things, parking costs and other costs. Could the Contracting Authority clarify which travel-related costs are included in the hourly rates and which costs may be charged separately under a Purchase Order?

Answer
see our answer to question 3.

Appendix 1 Suitability Requirements – Financial and Economic Standing; Appendix 2 Holding Statement.
Question 82
Lot: None
Subject: Appendix 1 Suitability Requirements – Financial and Economic Standing; Appendix 2 Holding Statement.

Question
Appendix 1 Suitability Requirements – Financial and Economic Standing; Appendix 2 Holding Statement. In the event that a Tenderer relies on the financial and economic capacity of its parent company, can the Contracting Authority confirm which supporting documents must be submitted during the verification stage? In particular, please confirm whether a valid and registered Dutch Article 2:403 Civil Code declaration is sufficient, or whether additional documents such as consolidated annual accounts, financial statements, auditor statements or a separate parent company guarantee are required.

Answer
Where a Contractor relies on the financial and economic capacity of its parent or holding company, the Contractor must provide the Holding Statement (appendix 2) included in the tender documents. The Holding Statement must confirm that the parent or holding company unconditionally guarantees the obligations of the subsidiary and any debts arising from the contract and must be signed by a legally authorized representative. Invest International may additionally request supporting evidence relating to the financial and economic standing of the Contractor, as set out in appendix 1. This may include, among others, financial statements, auditor's reports, statements of financial continuity, bank statements or other evidence referred to in the tender documents. A Dutch Article 2:403 Civil Code declaration may be submitted as supporting evidence where applicable, but it does not replace the requirement to provide the Holding Statement specified in the tender documents.

Appendix 2 – Holding Statement
Question 83
Lot: None
Subject: Appendix 2 – Holding Statement
Question
Appendix 2 – Holding Statement. Can the Contracting Authority confirm that a valid and registered Dutch Article 2:403 Civil Code declaration issued by the parent company will be accepted as equivalent to the Holding Statement included in the tender documents?

Answer
No, a valid and registered Dutch Article 2:403 Civil Code declaration will not automatically be accepted as a substitute for the Holding Statement included in the tender documents. A Dutch Article 2:403 Civil Code declaration may be submitted as supporting evidence where applicable. However, it does not replace the requirement to provide the Holding Statement as included in the tender documents.

Price Evaluation Methodology – Appendix 7a Pricesheet
Question 84
Lot: None
Subject: Price Evaluation Methodology – Appendix 7a Pricesheet
Question
Could the Contracting Authority clarify how the total price for Lot 1 will be determined based on the three hourly rates (Senior, Medior and Junior Consultant) included in Appendix 7a? In particular, please clarify whether a weighting, fixed hours distribution or another calculation method will be used for the price evaluation.

Answer
The total evaluated price will be calculated using the following weighting: Senior Consultant: 70%, Medior Consultant: 20%, Junior Consultant: 10%. The pricesheet will be adjusted. The Contractor must enter the total of the three weighted average hourly rates on the TenderNed platform.

second round of questions
Question 85
Lot: None
Subject: second round of questions

Question
Given the period between the publication of the final Note of Information (9 July 2026) and the proposal submission deadline (24 August 2026), would the Contracting Authority consider offering a second round of questions should additional clarifications prove necessary during proposal development? In practice, further review of the tender documents and preparation of the proposals may reveal questions that could benefit both the Contracting Authority and the Contractors.

Answer
see our answer to question 35.

core competences
Question 86
Lot: None
Subject: core competences
Question
Appendix 1a describes seven core competences. Appendix 11a states that one core competence must be selected per reference form and that the form must be completed for every core competence. At the same time, Appendix 1a states that four reference forms must be submitted. Could the Contracting Authority clarify whether all seven core competences must be demonstrated and, if so, how many reference forms are required?

Answer
See our answer to question 19.

Program of Requirement - RV9
Question 87
Lot: Sectorial Expertise and Financial & Economic Advisory, Procurement Advisory
Subject: Program of Requirement - RV9
Question
This requirement says: "Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. "Can you please confirm that a VAT rate of 0% applies to the assignments under this framework agreement?

Answer
See our answer to question 4. We can't confirm this. In general; for the assignments under this framework agreements VAT is applicable. This requirement is not applicable and will be accordingly deleted from this appendix.

Final Provision
Where applicable, the answers provided in this Note of Information form an integral part of the procurement documents. In the event of any inconsistency, this Note of Information shall prevail over previously published procurement documents.

Invest International

Let's build the sustainable markets of tomorrow together.

Invest International
Malietoren | Bezuidenhoutseweg 12
594 AV The Hague
The Netherlands

procurement@investinternational.nl

+31(0)631675906

info@investinternational.nl
+31(0)70 701 3251

investinternational.nl