



Water as Leverage

Q&A-document

Water as Leverage Cartagena – Construyendo con el Agua

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Contents

Questions received until 8 December 2022	3
Questions received until 10 January 2023	19

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- 1) **The Guidelines mention that “the CA reserves the right to terminate the contract in case the minimum number of Conceptual Designs with a ‘go-decision’ is not met at the end of Phase 1” and that “the CA reserves the right to terminate the contract in case the minimum number of Project Proposals with a ‘go-decision’ is not met at the end of Phase 2”. It is understood from the Call for Action document that a minimum of three Conceptual Designs need a ‘go-decision’ in Phase 1. However, the minimum number of Project Proposals with a ‘go-decision’ in Phase 2 is not mentioned in any of the documents. The Call for Action document mentions that “each team will transform one of the selected project proposals from phase 2 into a ready-to-tender infrastructural project”. Therefore, it is assumed that the minimum number of Project Proposals with a ‘go-decision’ in Phase 2 is one project. Is this assumption correct?**

Each team will have to deliver a minimum of three project proposals on a pre-feasibility level as described in paragraph 5.2.2 of the Call for Action document. A minimum of three project proposals with a ‘go-decision’ per team will be required to move from Phase 2 to Phase 3. Each team will develop one of these project proposals into a full feasibility study in Phase 3. It is the ambition that other deliverables are taken up by other financiers, which will also be the focus of the Financial/Policy workshops

- 2) **The Call for Action document mentions that “at the end of phase 1, the deliverables for each of the two teams include an accessible midterm review digital report and a presentation portraying the Conceptual Designs for potential solutions to (a selection of) the challenges identified in Cartagena”. This report and presentation are not mentioned as deliverables in other documents such as the Contract and the expectation of the CA in regards to the extension and depth of such deliverables is not explored. Could you please provide further information of what the Contractor will be expected to deliver?**

The terms ‘midterm digital report’ and ‘main document with the elaboration of the conceptual design’ should be viewed interchangeable. The presentation mentioned in main paragraph 5.1 should be ready before, and will be used during Local Design Workshop 3 and should therefore meet the requirement to sufficiently facilitate the discussion during that workshop.

- 3) **The Model Contract document states that “the Contractor will perform the Services for a fixed amount of € 1.200.000,- (excluding Dutch VAT and including foreign VAT, travel & DSA costs and any other costs) under the condition of approval for Phase 1 and 2. Phase 1 consists of an amount of € 200.000,-. Phase 2 consists of an amount of € 300.000,-. Phase 3 consists of an amount of € 700.000,-”. The Format Financial Proposal document is structured by Phase and by Deliverable. It is assumed that for the Format Financial Proposal document, each Phase should present only one line, which should include all deliverables for that Phase, which all-together should present a price (exc. VAT) equal to the fixed cost described in the Model Contract (also above). Can you please confirm if this assumption is correct?**

This assumption is incorrect. The financial proposal should provide clarity to the CA on the level of effort per phase, broken down by expert, degree of physical participation of experts, and the inclusion of other costs associated with the work required as part of the defined activities and deliverables. This needs to be fully specified for Phase 1 and Phase 2, and indicatively (but detailed) specified for Phase 3. Selected teams will submit an updated project implementation plan incl. a more detailed resource allocation plan for Phase 3 at the end of Phase 2. The budget division and maximum amounts per phase will not change.

- 4) **The Format Proposal document mentions the need for an Executive Summary. Is the Executive Summary needed only in the Spanish version of the proposal (fully and correctly translated to Spanish) or should the English version also present an executive summary in English?**

It is obligatory to include an executive summary in Spanish as part of the official English version of the proposal. A contractor may choose to also include an English version of the executive summary, which will not be added to the page limit of 30 pages.

- 5) **The Format Proposal document limits the proposal to 30 pages. Please confirm that this limitation should be observed for the official version (English version) only as the Spanish version may include additional text (i.e. the Executive Summary) that was not taken into account on the pages counting of the official proposal.**

The page limit applies to the official English version of the proposal. The Executive Summary (in Spanish) should be added to this official English version of the proposal. Note that the Spanish version of the proposal will not be assessed and should not include any information that is different from the official English version of the proposal.

- 6) **The trajectory of Water as Leverage Cartagena entails a broad range of stakeholders and programmatic components. These stakeholders and components (both well described in the Call for Action document) have the joint task to shape an inclusive process, with the ambition to generate integral, innovative and implementable programs, proposals and projects. Because of the complexity of such trajectory and the dependency of the Contractor's work on actions and deliverables from other parties that are out of the capacity of the Contractor to control, we observe the risk of delays that we can't influence during the execution of the assignment. We aim to plan and put in place all mitigation measures that are at our disposal in order to reduce the risk of delays, however, the CA must observe that it should not be a responsibility of the Contractor solely to ensure the schedule of WAL Cartagena. We note that the Model Contract contains a penalty clause for delays (Clause 2.5) and we would like to kindly ask you to remove this penalty clause from the contract. After all, a penalty is not insurable and there often is no damage. If any damage does occur, the CA can file a claim in accordance with the law. More importantly, we believe that such clause may detract the collaborative and integral work environment that WAL seeks to deploy for all stakeholders involved in the trajectory, impacting the results of the initiative and limiting the potential positive impacts that WAL may create for Cartagena.**

Article 2.5 will be removed from the contract.

- 7) **Clause 21.3 ARVODI-2018 - We note that the Contracting Authority requires a high limitation of liability of 3 million per event and 5 million for each year. We kindly suggest to change the limitation of liability to three times the fee with a maximum of 2.5 million to align this clause with the industry standard. For R&D projects (framework contracts) within the Netherlands, the limitation of liability of three times the fee with a max of 2.5 million is also the line followed by the State of the Netherlands.**

No changes to the ARVODI are foreseen.

- 8) **Can the CA elaborate on the exact scope split between the WAL-ST contractor and the 2 design team contractors? Please elaborate on the workshops, the inclusive process, contacts and communication with stakeholders as well as on the repository.**

See also Question 19 and Question 31.

- 9) **Many studies and policy documents have been developed for Cartagena over time but there is no overall agreed upon master plan for climate resilience in Cartagena. WaL intends to start immediately with a design process. Ideally these activities would fit in a broader framework to ensure optimized solutions and make sure that solutions will strengthen each other. Are the design teams expected to develop this overarching plan before starting with the conceptual designs? If not, how does the CA envisions this challenge to be managed?**

Building on key policy documents, such as the Plan4C and using the information available through Setting the Scene, teams are to develop a strategic perspective (see deliverables Phase 1), which is the foundation for the development of conceptual designs.

- 10) The process offers flexibility for contract changes during the various phases. This is needed as upfront it's not known what designs will be developed and which ones will pass to next stages. Can the CA elaborate further on how this process will work and what changes will be considered or not considered?**

It is currently not foreseen that changes in activities and/or deliverables as described in the Call for Action will be considered, as it is important to deliver concrete results as part of the WaL Cartagena trajectory. Budget shifts between phases will not be considered. Reasonable changes, such as in expert deployment e.g. in case of force majeure, will be considered.

- 11) As a design team we of course would like to provide you with our best ideas, however, we have to bid up to 'ready to tender results' and restricted budgets. Does the CA expect the Contractor to target only design ideas that fit the budget? If not, how do you propose to deal with ideas that don't fit the budget but might be better ideas for Cartagena's challenges?**

The multidisciplinary team should work on the development of integral, innovative and implementable solutions. It is expected that teams, during and as part of the Water as Leverage Cartagena trajectory, work on solutions that meet this requirement and fit possibilities/limitations from a technical, governance and financial perspective. Therefore, teams should indeed aim for better ideas, particularly the ones that also fit current or future budgets and applicable governance mechanisms.

- 12) The guidelines on page 13 have the title 'From Phase 1 to Phase 2: Development of proposals for Urban Water Projects' but this paragraph does not explain how these proposals should be developed, but clarifies the go/no-go decision between phase 1 and 2. Please clarify.**

The Guidelines describe the applicable procedures for the transitions between phases. The contents of each phase in terms of minimum required activities and deliverables is described in the Call for Action document. The proposal should describe the approach the team aims to apply as part of the Water as Leverage Cartagena trajectory.

- 13) The guidelines on page 15 have the title 'From Phase 2 to Phase 3: Development of a full feasibility study' but this paragraph does not explain guidelines on how these should be developed, but clarifies the go/no-go decision between phase 2 and 3. Please clarify.**

The Guidelines describe the applicable procedures for the transitions between phases. The contents of each phase in terms of minimum required activities and deliverables is described in the Call for Action document. The proposal should describe the approach the team aims to apply as part of the Water as Leverage Cartagena trajectory.

- 14) The Guidelines document presents expectations regarding the results for Phase 3 varying from a 'full feasibility study' to a 'ready to tender infrastructure project'. What are the CA's expectations regarding this tender for after this stage of WaL? Would this tender still include design? A full feasibility study is not ready for a tender that just includes construction, so please clarify what this tender includes?**

Full feasibility study (composed of technical, economic, and financial feasibility studies) is one of the expected outputs for Phase 3. The preliminary engineering design (please see answer to question 6o), bidding documents, and ESIA will be part of the tender documents of the infrastructure project.

- 15) What are the requirements with regard to the “M&E proposal and methodology to capture lessons learnt, related to the work of the multidisciplinary teams and the WaL-methodology” (Call for Action document)?**

The M&E proposal and methodology should enable the CA to capture quantitative and qualitative results following the work described in the Call for Action. It should be practically applicable, incorporate connections to SDG's and relate to indicators used by RVO that will be shared at the start of Phase 1. The proposal should address the approach for M&E (including the joint development with the other team).

- 16) Paragraph 5.3 (Call for Action document), the project proposal will need a Colombian project sponsor (Colombian government counterpart). Does this mean that without a formal project sponsor, Phase 3 of WAL Cartagena would be cancelled? What commitment is needed from a project sponsor to be formally considered as sponsor? It is mentioned that the Contractor will support the project sponsor with DRIVE application... It is inferred that the Contractor shall identify a potential project sponsor in the stakeholder analysis... Who is responsible for engaging the project sponsor and having their commitment to the project? Please elaborate as this can have a significant impact on the planning.**

The project sponsor will be identified through the earlier phases of WAL Cartagena. Engaging the project sponsor and obtaining their commitment is the joint task of the CA, key counterpart organizations and the multidisciplinary teams. Required commitment from the project sponsor will be described in the grant arrangement to be signed between the Government of Colombia and Invest International.

- 17) Paragraph 5.3.2 (Call for Action document) “This may include various surveys including but not limited to: topographic surveys, soil and sediment investigations and damage costing assessments”. As the project to be developed is still unknown it's impossible to budget this. This could lead to cancelling of very good project proposals if many surveys would be needed (because of costs of or time restrictions). This could be an undesirable situation. Could surveys be excluded from the budget/ contract? If not, could a fixed amount be prescribed to at least receive comparable proposals and create a level playing field?**

First, please note that proposals will not be assessed on lowest price. Paragraph 2.5 of the WaL Guidelines presents the budget split for the three phases. At the end of Phase 2, once the project for Phase 3 is identified, the consultants will submit an updated implementation plan including a breakdown of required surveys.

- 18) Cartagena actualmente está desarrollando la revisión general y adopción para su implementación de su Plan de Ordenamiento Territorial (POT), con un cronograma propuesto conocido pero sujeto a procedimientos que pudieren atrasarlo lo suficiente para que dicha adopción legal ocurra durante la ejecución de cualquier de las etapas del proyecto WAL. Con dicho instrumento de planificación se adoptarán criterios, políticas, objetivos, metas, planes, programas, proyectos y macroproyectos, etc., eventualmente ligados a líneas de tiempo, secuencias, precedencias, etc., que pudieren tener incidencia en los proyectos que se estarían formulando bajo WAL. ¿Como se puede involucrar en la matriz de riesgos la situación de un eventual conflicto y/o necesidad de ajustes a los proyectos en estructuración en cualquier de los tres niveles previstos, conceptual, prefactibilidad o factibilidad? Igual ocurre con instrumentos de planeación de mayor jerarquía con relación al POT, como el Plan Especial de Protección y Manejo del Centro Histórico de Cartagena y el Plan de Ordenamiento y Manejo Integral de la Unidad Ambiental Costera en la que está Cartagena.**

The CA does not prescribe the contents of the risk analysis other than those items mentioned in the Proposal Format. The development of conceptual designs, project proposals and the feasibility should always incorporate and/or balance the requirements following from technical, financial and governance arrangements while aiming for innovative, integral and implementable solutions. As such, the alignment with the policies, instruments, plans etc. mentioned in the question should be aimed for and part of discussions between teams and authorities or other representatives.

- 19) Can you please clarify if the Water as Leverage Cartagena Support Track (WaL-ST) will have responsibilities or roles in the meetings that the contractor will have with stakeholders outside of the workshops? What is the expected relationship between the WaL-ST and the social/governance team of the contractor? Will the WaL-ST be involved in phase 3 and if so, to what extent?**

The multidisciplinary teams may and should organise their own meetings as part of the development process. It may be beneficial and efficient to seek synergies between the two teams in organising these meetings. In that search, the WaL-ST may be involved. There is currently no role foreseen for the WaL-ST in Phase 3, as the activities and deliverables of that phase will require more (site)specific activities related to the feasibility phase.

- 20) Can you please indicate which company/companies will lead the WaL-ST and Communications teams?**

It is not yet possible to provide more detailed information about the WaL Support Track Team nor the WaL Communication Team.

- 21) For the Governance Specialist, the Call for Action states in the requirements: “At least 7 years of experience in working with or within the Colombian institutional setting, in a position related to infrastructure planning and implementation processes”. Please confirm that the governance specialist must have 7 years of experience in infrastructure planning.**

The description of this expert profile as presented in the Call for Action remains unchanged.

- 22) Many of the key roles mentioned in the Call for Action require experience in working with international performance standards, including the IFC Performance Standards. Please note how this experience will be evaluated, as the Colombian professionals that work in development projects have experience in working with those standards, as part of the Colombian system requirements for various development issues, but not with a specific contract that mentions those standards specifically. We recommend that in order to have a local Colombian team in the key roles, experience can be validated with contracts that have required standards that are comparable to those of the IFC Performance Standards.**

Comparable experience (such as projects for similar international financiers) and expertise will be accepted equally. Bidders should elaborate on how expert’s experience with requirements of the Colombian system aligns with IFC Performance Standards. Please note that the ESIA must be developed according to the IFC Performance Standards, as per DRIVE requirements.

- 23) In section 5.4 of the Call for Action it is mentioned that ‘except for the team lead and deputy team lead, roles/profiles may be combined’. Can you please clarify what is meant here: a) not combining team lead and deputy team lead or b) team lead resp. deputy team lead with any of the other (content) roles? In the latter case our point of view is that it would be more efficient and improve the process if a combination with a content (e.g. technical or financial) role is allowed for instead of only the overall project management.**

See also Question 38. A multidisciplinary team should incorporate a team lead, co-lead for local project management and a co-lead design and urban planning. These three roles should be filled by experts with different backgrounds and, as such, different contents.

- 24) Can you clarify which role is meant by ‘deputy team lead’? There is no such role identified in the Call for Action. Or is this the ‘co-lead for local project management’?**

The team should include a team lead, co-lead for local project management and a co-lead design and urban planning. This has replaced the ‘deputy team lead’, which no longer is a defined role.

25) Which Colombian national institutions will participate in the process and in what manner?

The Water as Leverage Cartagena trajectory has been introduced to, and discussed with several national institutions. This includes amongst others MAD5, Hacienda, DNP. RVO and EKN are continuing the work of involving these and other key counterpart ministries and technical departments. Involvement of Colombian national institutions will focus on their participation during Policy/Financial workshops.

26) If the proposed designs require a process of “Consulta Previa”, how will this process be taken into consideration in the process and what will be the role of the contractor in this regard?

Consulta Previa in terms of organising the process is not the responsibility of the contractor. If a consulta previa is necessary, the contractor needs to ensure sharing the required deliverables from the WaL Cartagena trajectory for the consulta previa process. Other tasks may be logically following from or directly connected to activities and deliverables as described in the procurement documents.

27) Related to question 26, if e.g., the incorporation of Consulta Previa or other procedures, required by Colombian entities such as ANLA should be incorporated in say phase 1 or 2 of the project, is a shift or increase of budget possible?

The budget for the three phases cannot be shifted or increased. Requirements as set out in the procurement documents have to be met.

28) Considering that the Alcaldía of Cartagena is the main project partner, how is RVO considering the project impact of the change of local government that will take place during the execution of the project? What will be the responsibilities of the contractor and of RVO/EKN in re-establishing project support with the new government team?

Water as Leverage Cartagena is envisaged to be a politically independent process. Elections will require the trajectory to be fully embedded with the political leadership. Phase 2 covers the transition between local governments and RVO, Embassy and the multidisciplinary teams will need to embed WaL Cartagena with the new government during and the available time around the workshops. Creating and strengthening a connection with national level counterparts (such as ministries) will contribute to continued support for WaL Cartagena.

29) Also, in consideration of the local and departmental change in government that will take place, it is important to consider that new development plans will be formulated, offering an opportunity to incorporate the project but also imposing a need for additional time to consider the guidelines and to work with the new teams in inserting the project as part of the plans. What are RVO’s expectations of the contracting team with regards to these tasks?

The activities and deliverables of the multidisciplinary teams are described in the Call for Action document. However, to comply with the ambition to define ‘implementable’ solutions (next to innovative and integral), it may be required to share the deliverables with e.g. municipal representatives / civil servants, in order for them to incorporate this in specific development plans. This may require the teams to directly interact with these key counterparts.

30) Midterm review phase 1: is this a ‘real midterm’ review, so e.g., halfway phase 1 or at the end of phase 1?

This sentence refers to the end of Phase 1.

31) Can you confirm that the multidisciplinary teams themselves will not organize local design and/or policy/financial workshops? This is all done via WaL-ST?

See also Question 52. The logistical organization and moderation of the Local Design Workshops and Policy/Financial Workshops is done through the WaL-ST. However, it has to be noted that an active role of the multidisciplinary teams will be required in the preparation and execution of the workshops, mainly referring to the contents and working methods to be shared and deployed during these workshops. Sufficient time should be reserved by the teams to contribute to the agenda, stakeholder list and workshop methodology and contents.

32) Can you confirm the planning of the financial/policy workshops as in the timetable of Call for Action document (section 10)? The text of page 11 of this document is not consistent with this table.

The text on page 11 should be: “Connected to the third local design workshop, a financial/policy workshop is organized [...]”. The timetable in section 10 reflects this as well.

33) In phase 3 the bankability is directed to the NL DRIVE mechanism. How does this reflect the broader financial panorama, e.g. relating to EIB being a key stakeholder in WaL, other IFIs and Colombian national mechanisms, also in view of ownership of the deliverables of WaL by the Colombian counterparts of RVO?

Phase 3 results in the described deliverables towards the DRIVE implementation mechanism. The other outcomes (particularly the ones from Phase 2) should facilitate further discussions and uptake by other financiers, such as the EIB, which is a strategic partner of WaL Cartagena, next to other IFI's, local and national financiers.

34) Should the process be focused on all the 4 hotspot areas? Or can it also be a selection?

It is not envisaged that the work of the multidisciplinary team will result in a single solution for all four hotspot areas. The conceptual designs (Phase 1) and project proposals (Phase 2) should be diversified in terms of geographical focus and type of proposed solutions.

35) Will both multidisciplinary teams be involved in local design workshops? So together or in separate sessions?

See also Question 46. Both teams will be involved in the same Local Design Workshops and Policy/Financial Workshops. It is the explicit aim of the Water as Leverage Cartagena programme to have the teams work together where possible, find synergies and increase the quality of the process and deliverables. The approach (as part of the proposal) should incorporate the team's perspective on this requirement.

36) Can you include an additional round of Q&A in December to facilitate the process?

This is not possible. The next closing date for Q&A is indicated in the Call for Action.

37) It is encouraged to include a diverse set of experts (gender/age/culture), what is the reason the lead and deputy team shall be excepted for this diversity?

The CA wants to explicitly stress the importance of diversity in team composition in all aspects (gender/age/culture/other), which particularly also applies for the team lead and two co-leads defined in paragraph 5.4 of the Call for Action. The defined team roles, except the role of the team lead and two co-leads, may be combined or defined differently. The diversity requirement applies to the entire team.

38) Is it possible to add more than one CV per lead, to achieve all the requirements, location, and language?

The team lead, co-lead for local project management and the co-lead design and urban planning are envisaged to be three individuals. The other roles may be combined or defined differently. It is possible and encouraged to partner with other organisations in shaping a multidisciplinary team meeting the set requirements.

39) How many people are part of the WaL Support Track Team, and what is their expertise's?

It is not yet possible to provide more detailed information about the WaL Support Track Team.

40) Is there a particular reason why landscape design and/or landscape architecture is not mentioned as one of the main competencies?

Landscape design and landscape architecture can play a vital role in the development of innovative, integral and implementable solutions for water- and climate change adaptation. Experts with these backgrounds may fit the role 'co-lead design and urban planning', meaning that landscape design and landscape architecture are (through this Memorandum) added to the requirements as part of the expertise profile of the co-lead. Furthermore, it is possible to define an additional role covering this/these backgrounds if deemed required as part of the team proposal and approach.

41) In which language shall the final reports be delivered in phases 1, 2, and 3?

The final reports shall be delivered in Spanish. An automatically translated version of final deliverables shall be generated in English by the teams, for which no further correction or layout is required.

42) Chapter 3 (section 3.4): The text here refers to one main contractor and several subcontractors. Is it also possible to have a combination of two main contractors that are equally liable and responsible and one of them is your direct and single point of contact and responsible for the administration? A consortium like this will also have subcontractors.

A contract can only be concluded with one main contractor. Multidisciplinary teams may internally arrange working arrangements in such a way that liabilities and responsibilities are shared and/or divided, taking into account that any liability or responsibility that arises from the work executed under the contract will be settled with the main contractor.

43) Chapter 8.2: Please explain the abbreviation ESG in point 4?

Assuming this refers to point "7.2 – The evaluation criteria" of the WaL Guidelines, ESG stands for "Environmental, Social, and Governance (factors)."

44) Chapter 10: Can you provide all documents in editable format to be able to work with it?

The documents that have been provided in PDF cannot be shared in editable format to prevent misunderstanding due to circulation of document excerpts or different versions.

45) Chapter 11: It is stated that 'Applicants shall explicitly confirm that they are not subject to any of the exclusion criteria listed above'. Is there a special form for this statement? Where and how should we state this?

This shall be stated by marking the box in section 6 of the Quotation form.

46) Chapter 2: Two multidisciplinary teams will be selected in this tender process. Do we understand it correctly that they will be selected separately from each other? How will they work and communicate together during the different project phases?

The two multidisciplinary teams will be selected separately as part of a single tender. This means the two highest-ranking proposals will be selected and will receive a contract. This is the competition phase of Water as Leverage Cartagena. All subsequent activities within the WaL Cartagena trajectory after the teams have been selected are based on finding synergies through collaboration between the teams and within the broader 'WaL ecosystem'. Multidisciplinary teams should incorporate the applicable working methods and vision on this requirement as part of the approach.

47) Chapter 4 (Section 4.1): Could you elaborate on the WaL-ST team? Which company will take part in the WaL-ST team and which persons are part of this team?

It is not yet possible to provide more detailed information about the WaL Support Track Team.

48) Chapter 4 (Section 4.1): Could you elaborate on the WaL-CT team? Which company will take part in the WaL-CT team and which persons are part of this team?

It is not yet possible to provide more detailed information about the WaL Communications Team.

49) Chapter 4 (Section 4.2): Several hotspots were defined during the 'setting the scene phase'. How many hotspots were defined? Is it possible to take out, change and / or add hotspots?

Information on the hotspots can be found on the online website for Setting the Scene. Further background information is available in the shared knowledge repository. It is possible to take out, change and/or add to the defined hotspots, taking into account that these areas have been defined as priorities by the key counterparts of Water as Leverage Cartagena.

50) Chapter 4 (Section 4.2): Are parties that were involved in the 'setting the scene phase' eligible for this project phase in view of a level playing field?

Yes. All information, findings and results have been published on the digital Setting the Scene page and the associated knowledge repository to ensure a level playing field. The only exclusion criterion that applies to the selection of two multidisciplinary teams refers to the contractor of the WaL Support Track, who will not be allowed to participate and/or lead a multidisciplinary team.

51) Chapter 4 (Section 4.3): Could you describe 'close collaboration between the WaL-ST team and the two multidisciplinary teams' more into detail? Who is leading in this collaboration if there are different opinions? What is the estimated frequency of mutual meetings, VCs and workshops, etc? In Cartagena or in The Netherlands? Is the WaL-ST team contributing to the deliverables only or also responsible for quality review and final editing of them? Could you (to avoid (large) scope misunderstandings) describe more into detail what 'contributing to the (inclusive) process and deliverables of the multidisciplinary teams' exactly means?

See also the answer to Question 31 and Question 52. The number and general planning of the workshops can be found in the Call for Action document. The preparation of the Local Design Workshops and Policy/Financial Workshops will each require several meetings with the team lead and/or co-leads with the WaL-ST. These preparatory meetings will be held virtually and for the preparation of each workshop a 1-hour meeting per week in the four weeks before the workshop is expected (except for the kick-off workshop, for which only one meeting of max. 2 hours is foreseen). Time should also be reserved for written feedback on agenda's, participant lists and other documentation related to the workshops. The WaL-ST has no responsibility that is directly related to the deliverables of the multidisciplinary teams. The WaL-ST contribution to the inclusive process refers to the ambition to organise the workshops in an inclusive manner, enabling active, meaningful participation by a wide range of stakeholders connected to/affected by the development process of WaL Cartagena.

52) Is it possible for the multidisciplinary team to overrule the WaL-ST team?

There is no defined hierarchy between the WaL-ST, WaL-CT and multidisciplinary teams. In the unlikely case a conflict arises, the CA will liaise between the different parties and decides on the way forward.

- 53) Chapter 4 (Section 4.3): Could you please let us know (to avoid (large) scope misunderstandings) about ‘partially organizing gathering, managing and sharing knowledge, research, data, contacts, etc.’ which part exactly is done by the WaL-ST team and which part is done by the multidisciplinary teams?**

The management of the shared knowledge repository will be done by the WaL-ST, which is the primary location for sharing knowledge, research, data, contacts, etc. The multidisciplinary teams are to contribute to this task.

- 54) Chapter 5. Planning figure. The required workshops in Phase 3 need to be developed by the Contractor. Who do you mean with Contractor?**

In this planning figure, the workshops required for reaching the deliverables of Phase 3, need to be developed by the contractor, i.e. each multidisciplinary team. Synergies between the teams in Phase 3 may be searched for. The WaL-ST will run during Phase 1 and Phase 2.

- 55) Chapter 5 (section 5.1): Only the best and most viable deliverables will be developed further. It’s not clear what is meant with best and most viable deliverable, please specify.**

The deliverables should be assessed using the multi-criteria analysis that is to be jointly developed by the two multidisciplinary teams, which shall be presented and discussed during Local Design Workshop 2. The definition of viability shall follow from this MCA. The WaL Guidelines describe the procedure by which concept designs and project proposals will be evaluated at the end of Phase 1 and Phase two, respectively.

- 56) Chapter 5 (section 5.1.2 and 5.2.2): Number of the conceptual designs and proposals. Do you agree that the number of concept designs and proposals to be developed in Phase 1 and Phase 2 is determined by the complexity and extend of the intervention in relation to the available time and budget?**

The minimum number of conceptual designs for Phase 1 and project proposals for Phase 2 is defined in the Call for Action and should meet the requirements as set out in the tender documents.

- 57) Chapter 5 (section 5.2.2): Is the ‘overview of existing conditions’ based on existing information (collected by the WaL-ST team) or is technical and / or environmental field- and / or laboratory investigation necessary? If field- and / or laboratory investigation is needed, this takes time and budget. It is a choice to start in this phase 2 or in phase 3 with field- and or laboratory investigation, but please note that this determines the feasibility and costs of the project / measure.**

Phase 2 focuses on the development of project proposals on a pre-feasibility level. This includes the deliverables as defined in section 5.2.2. which fall under the responsibility of the multidisciplinary team. Field/laboratory investigation is only anticipated to be needed in Phase 3.

- 58) Chapter 5. Were there any models of the project area prepared in the previous phase of WaL? If so, will these be made available to the multidisciplinary teams? In addition, please provide a short description of the model(s) like type, etc**

No modelling has been executed as part of the Setting the Scene phase. Gathered data and information has been added to the shared knowledge repository.

59) Chapter 5. Is there any measurement data? If so will these be made available to the multidisciplinary teams? In addition, please describe the type of data and the file format

The data that has been gathered until now (e.g. shared by key counterpart organisations) has been added to the shared knowledge repository.

- 60) Chapter 5 (section 5.3): in section 5.3.2 you mention ‘technical feasibility study’ on page 17, ‘detailed engineering design’ on page 17 and ‘preliminary design will be used to prepare draft tender documents for international procurement of a Design & Build infrastructural project’ on page 19. This raises the following questions to get clarity about the desired design level, the amount of work to be done and the variance of the cost estimation that can be reached:**
- a. Do we understand correctly that the design has to be elaborated until a preliminary level and the tender documents for a Design & Build tender have to be based on that?**
 - b. If the design has to be elaborated until a preliminary level (and this is enough to prepare the tender documents), why then it is asked for a ‘detailed engineering design’ on page 17 (because normally detailed design is the next design level after preliminary design)? Should ‘detailed engineering design’ not be changed to ‘preliminary engineering design’?**
 - c. Why is the title of section 5.3 ‘Full development of one climate resilient water-related infrastructure project feasibility study’ when the design is elaborated until preliminary level?**

In section 5.3.2, where it says “detailed engineering design,” it should say “preliminary design.” However, where it says “The preliminary design will be used to prepare draft tender documents for international procurement of a Design&Build infrastructural project” it should say “The preliminary design will be used to prepare draft tender documents for international procurement of an infrastructural project”. The preliminary design has to be elaborated until a level that is enough to prepare the tender documents. The procurement strategy, however, is to be developed as part of bidding document preparation and the contract model will be chosen accordingly.

To summarize:

- a. The design has to be elaborated until a preliminary level and the tender documents for an infrastructural project (not necessarily a Design&Build tender) have to be based on that
- b. Yes, references to “detailed engineering design” should refer to “preliminary design.”
- c. By “full development of one climate resilient water-related feasibility study” it is meant that the feasibility studies, designs, and ESIA must be developed up the point where they can be used to prepare the tender documents

- 61) Chapter 5 (section 5.3.2): ‘The completed ESIA documents must be submitted to the relevant Colombian authority for approval’. Do we understand correctly that the relevant authorities of Cartagena being part of Water as Leverage Cartagena (for example the City of Cartagena) submit the completed ESIA documents in their name to the relevant Colombian authority for approval (after the complete ESIA has been prepared)?**

The project sponsor will submit the ESIA in their name to the relevant Colombian authority for approval. The E&S deliverables, including E&S scoping, ToR ESIA, and ESIA should be prepared by the teams and should comply with the process and content requirements of the Colombian legislation. As mentioned in page 19 of the Call for Action, The teams shall be available to address comments after submission, but they are not expected to remain engaged until approval is granted.

- 62) Chapter 5 (section 5.3.2): For a completed ESIA many technical and environmental surveys need to be done. These surveys are not done yet, so they need to be financed from the budget of this project. We think that the budget of this project in phase 3 is very tight to finance all these surveys. Furthermore the type, number and extension of these surveys is not known at this moment. It is not possible to calculate if this fits within the budget of phase 3. How do you propose to deal with this? For example by including a provisional sum for this item?**

The deliverables of Phase 2 as described in paragraph 5.5.2 of the Call for Action include an updated project implementation plan for Phase 3. It is expected that each team develops the deliverables of Phase 3 based on one of the project proposals on pre-feasibility level following Phase 2. At that moment in time (end of Phase 2), the required surveys will also be clear and can be budgeted for as part of the available budget for Phase 3.

63) Chapter 5 (section 5.3.2): In Colombia for ESIA's 'consultas previas' have to be done. At this point in time it is not possible to estimate how many 'consultas previas' will have to be done for this project, so it is not possible to calculate if this fits within the budget of phase 3. How do you want to deal with this? For example by including a provisional sum for this?

See answer to Question 62.

64) For the first workshop (LWD1) should a detailed methodology be presented for the development of conceptual designs?

The first Local Design Workshop is the kick-off. It will be designed as a working session in which each multidisciplinary team is to present the approach, team composition, past work and any other relevant items from the proposal. The two teams will have to jointly organise and moderate discussions on joint activities and deliverables, such as the multi-criteria analysis and M&E.

65) It is important to clarify the scope and participation of the team in each of the workshops (LDW 1,2 and 3) because a large number of hours can be invested in the preparation and design of these workshops.

See also Question 51. Sufficient time should be reserved to ensure the workshops can be used by the teams for the further development of activities and deliverables. As a minimum, the team lead, the co-lead for local project management and the co-lead design and urban planning are expected to participate in the workshops defined for Phase 1 and Phase 2. As indicated in the Call for Action, physical participation of other experts (both international and local) is strongly encouraged, which contributes to a convincing approach as part of the proposal and expert deployment. Local Design Workshops generally have a duration of two days, Policy/Financial Workshops have a duration of one day. Due to necessary travel movements in case the Policy/Financial workshops take place in Bogotá, there will be one day in between the LDW and PF workshops.

66) What is the scope of the fact-finding activities?

Fact-finding activities are envisaged to contribute to the development process of conceptual designs and project proposals, so these are directly connected to the development process and deliverables of the teams. This could entail working sessions in a specific hotspot area, field visits, etc.

67) What are the inputs that must be delivered to the WaL-CT team and with what periodicity?

The WaL-CT will develop a narrative and communication outings on Water as Leverage Cartagena. The multidisciplinary teams should proactively inform and involve the WaL-CT in case activities take place that could have a communicative value, e.g. sessions or field visits outside the workshops.

68) In the phase 1 deliverables, is the Strategic perspective and analysis an additional study to the Hotspots presented in the base information? or is it an independent analysis to support the conceptual designs that must be submitted?

The strategic perspective may build on the Setting the Scene information and should function as a foundation for the development of conceptual designs.

69) For the analysis of environmental and biodiversity risks and impacts, they require that the IFC Performance Standards be followed, however, these PS require a high degree of primary information, both technical and environmental, in order to present the analyses, and this information I don't see that it has been developed, should we include it in the proposal?

The question is not clear. Please refer to the Call for Action document, section 5.3, and the Annex on ESIA requirements for guidance.

70) Chapter 5 states that 'Teams are to follow internationally agreed standards and guidelines in managing environmental, social, and business risks'. How, by whom and in which design phase(s) will compliance with the mentioned standards be checked?

Compliance with the standards mentioned will be checked by the CA and members of the advisory board as part of the assessment procedures after each phase.

71) Paragraph 5.3.2 calls for Land need assessment and (if needed) acquisition plan. How detailed should this assessment be and should it include resettlement aspects (estimated number of affected people and structures; cost estimate)?

The land assessment and acquisition plan is expected to include the resettlement action plan (RAP), please refer to IFC Performance Standard 5 for details. Estimated affected people, structures, and cost estimates are expected.

72) Paragraph 5.3.2 states that 'The ESIA must be in accordance with both Colombian environmental and social assessment laws and regulations, and the Invest International standards, which are based on IFC PS (2012). The completed ESIA documents must be submitted to the relevant Colombian authority for approval.' The Colombian environmental and social assessment laws and regulations and the IFC PS may be distinctive and not (fully) compatible. If that is the case, what should be the approach to the ESIA and its compliance?

The deliverables should comply with both the Colombian requirements and IFC Performance Standards. As part of assignment, gaps between the two should be identified. This could include gaps areas like technical requirements, scope of impact (categories) to be considered and needed mitigation/management to mitigated risks and impacts. In case of differences the strictest requirements apply.

73) In Paragraph 5.3.2 under Bidding documents it is stated that 'Bidding documents must include a summary reference to the environmental and social impact management and monitoring requirements for implementation, and must reference the approved safeguard instruments (ESIA, ESMP) -' By whom/what agency or party do these safeguard instruments need to be approved?

The ESIA and ESMP will have to be acceptable to the CA and Invest International. These documents will also need to be approved by the relevant Colombian authorities.

74) Will RVO withhold local tax (Colombian WHT)?

The pre-defined maximum contract price is exclusive of Dutch VAT, inclusive of local VAT, duties, custom fees, taxes and/or other charges. See also paragraph 3.5 of the Guidelines.

75) There's no indexation clause in the contract. However, with the current high inflation rates poses a high risk for us. Is RVO willing to add a clause to the contract which state that we can apply a yearly indexation based on the Dutch CPI?

The budgets for Phase 1, Phase 2 and Phase 3 are fixed. The budget proposal should indicate the applicable working day fees for the experts and these fees will be fixed for Phase 1 and Phase 2. The updated project

implementation plan for Phase 3 (deliverable of Phase 2) and the resource allocation update should be based on the already presented fees with an indexation based on the applicable CPI (i.e. the organisational home base country).

Quotations (and therefore the format financial proposal) should include the expert deployment (expert roles) and their applicable fee for phase 1 and 2. Furthermore, the quotation should indicate Phase 3 expert roles and their applicable fee not used in Phase 1 and Phase 2 as part of the quotation. This means that as part of the quotation, fees for experts to be used in Phase 3 have to be presented, which later on may be modified based on the applicable CPI, but not exceeding the available budget for Phase 3.

76) Article 2.5 Contract: In view of the Are you willing to drop the penalty of 0,1% per day of delay with a maximum of 10% contract value?

Yes, article 2.5 will be removed from the contract.

77) The Netherlands and Colombia are typically/traditionally Christian countries and, as we approach the holidays season, many of the experts that we would like to engage in the proposal will be on leave (a well-deserved and for long planned leave). With the objective to have enough time to prepare a proposal of the highest quality to WAL Cartagena, we urge you to extend the deadline of the proposal delivery, please.

Changing the deadline for sending-in proposals is currently not foreseen. As the CA aims to connect the Water as Leverage Cartagena trajectory to important milestones, such as the New York Water Week and the United Nations 2023 Water Conference (both in March 2023), postponing the deadlines is not possible.

78) [information meeting] Water Science has also developed other frameworks (IWRM & Water Security), could the speaker give their view on how Water as Leverage (WaL) concept articulates these other frameworks articulates with WaL?

Water as Leverage is building on other concepts such as IWRM and Water Security, which all deliver perspectives and practices that may be integrated in WaL Cartagena.

79) [information meeting] In addition to the recording of this seminar, would the list of participants be shared as well?

Participants had the option to publish their details on the registration page. No further sharing of the list of participants is possible, but experts are invited to join the Water as Leverage Cartagena Team Meeting Spot on LinkedIn: <https://www.linkedin.com/groups/12727146/>

80) [information meeting] Will the presentations be shared?

Yes, they can be found here: <https://bestandendelen.pleio.nl/?s=download&token=54e0ec9b-693a-4075-88fc-b488eco2b21c>

81) [information meeting] Reading the terms of reference called my attention the fact that the first phase has less budget than the other two. From the Project management perspective is common that the initial phase that takes us to conceptual design includes field work that provides support for the modelling and analysis needed for the design of the alternatives. And that field work can be a significant part of the budget. How then is expected to gather that field information in the initial phase?

The approach that is part of the proposal should indicate what kind of working methods will be deployed by the team, given the available budget and time.

82) [information meeting] Could you provide more info on the land use rights of the areas. I understood that some areas are common land designated for the Afro-Colombian minorities?

The information that is currently available can be found in the Setting the Scene and shared knowledge repository. Specific attention for land use rights should be incorporated as part of the approach and execution of the team work.

83) [information meeting] Will the 2 teams continue throughout all the phases?

Depending on the different go/no-go moments and outcomes, the two teams are to continue working throughout all three phases.

84) [information meeting] There is big request on permanent solutions in this proposal. But permanent solutions are expensive and in the meantime there are other solutions available. For instance in temporary flood defence. We can provide temporary and semi-permanent flood defence systems. My question, are there potentials for solutions like this in the proposal(s)?

The focus of WaL Cartagena is more directed towards sustainable, long-term solutions to water- and climate change adaptation related challenges.

85) [information meeting] For Contractors you do refer to Consultants and not construction Contractors

The term 'contractors' in the tender documents refers to the multidisciplinary teams.

86) [information meeting] In Cartagena there is a need for good institutional coordination at the government level. Question: Has the investigation included the development of a public policy for its implementation from the national government?

The Task Force Climate Change of the City of Cartagena plays an important role. Besides that, the inclusion of Policy/Financial workshops should enable the connection of WaL Cartagena with national government entities, amongst others.

87) [information meeting] What will be the selection criteria for the selection of the 2 teams?

The selection criteria can be found in the Guidelines document.

88) [information meeting] And will you select the nr. 1 and the nr. 2 from the scoring or the one with lowest price and the one with best team set-up?

The selection will be based on quality, following the ranking of the proposals received, taking into account the minimum scores as indicated in the Guidelines document.

89) [information meeting] como se conectarán las comunidades de base local en los talleres de diseño?

Community involvement will be included in the local design workshops and the focus on an inclusive process (incl. community involvement and empowerment) should be addressed in the proposals developed by the multidisciplinary teams.

90) [information meeting] Will the teams be hired independently or will they have to form a consortium for their hiring?

See also Question 42. Following the required expertise indicated in the Call for Action, the CA expects a need for consortia to be formed. There will be two separate teams, both hired with a separate contract, but they may each consist of a main contractor and subcontractors.

Questions received until 10 January 2023

- 1) Is it possible to shape 1 consortium of 2 teams for a total budget of 2, 5 million? Or to somehow indicate with which other multidisciplinary and complementary team cooperation is foreseen?**

The conditions and requirements as stated in the Call for Action and associated documents apply. Team proposals will be assessed according to the information shared in the Guidelines document.

- 2) Can the team lead also be a duo?**

No, the team lead and two co-leads cannot be combined or defined differently. The defined lead and co-leads should be individuals and will be assessed as such.

- 3) What are the final dates for the first local design workshop?**

The final workshop dates of Local Design Workshop 1 will be communicated before 20 January.

- 4) What kind of preparations are necessary by the two multidisciplinary teams in preparation of the first local design workshop?**

Teams are expected to prepare an in-depth and interactive presentation on the vision, focus, approach, team composition and proposed collaboration with the other team, local and international stakeholders. The content is largely based on the proposal.

Furthermore, teams are requested to include (as part of the proposal) a detailed set of proposed/potential activities and agenda items for the first local design workshop as part of the approach, which is presented in the proposal. The activities and agenda items should contribute to kick-starting the team's work focused on the development of conceptual designs as part of phase 1. A selection of these suggested activities and agenda items will be included in the final workshop agenda.

As indicated in the Call for Action document, teams are expected to participate in the first local design workshop and have to take note of the short period between awarding the contract and the first local design workshop. The section in paragraph 5.1.1 of the Call for Action mentions a deputy team lead instead of the defined co-leads and should therefore read as follows: 'Participate in local design workshops (LDW1, 2 and 3) with international and locally-based experts. As a minimum, it is expected that the team lead and co-leads participate in all workshops'.

- 5) Is it possible for individual experts to have a position with the Mayor's Office and participate as part of a multidisciplinary team at the same time?**

Contractors are required to do their utmost to prevent any type of (potential) conflict of interest in defining the team composition. To prevent any type of (potential) conflict of interest and to ensure independence and impartiality, it is not allowed for individual experts to have a contract and/or formal working arrangement (i.e. part of the staff/personnel of any of the key counterpart organisations) with any of the defined key counterpart organisations. Organisations and their associated experts executing works (as a contractor, in a Contracting Authority – Contractor relationship) for any of the key counterpart organisations are not excluded and may participate.

- 6) What are the key programmatic elements described in chapter 4 of the Call for Action. (these are needed for Award Criteria. Point #2)**

The Water as Leverage Support Track and the Water as Leverage Communications Team, including the associated activities described in chapter 4 of the Call for Action.

7) The main contractor, should it be Dutch or Colombian? Can it be both?

There will be a contract with one main contractor for each of the two teams. The Contracting Authority cannot prescribe conditions or preferences related to the geographical location of contractors.

8) Do the team members whose CVs we have to attach need to be natural people or can they be legal persons?

The experts should be natural people.

9) What is the link to the LinkedIn group for people to find other team members that the launch video mentioned?

<https://www.linkedin.com/groups/12727146/>

10) Are there any more public sessions from here to January 23rd?

No, the only meeting was on 6 December 2022 and can be viewed here: <https://youtu.be/olAkItdK66M>

11) Is there a public list of participants of the meetings held previously? The one in the knowledge base is empty, and the other one only has 1 participant?

The documents in the repository are accessible by using the defined link. On the Team Meeting Spot on LinkedIn, additional connections may be created. This LinkedIn group can be found here: <https://www.linkedin.com/groups/12727146/>

12) Is there a list of companies or people looking to conform teams?

The Contracting Authority does not interfere in forming teams and only facilitates the Team Meeting Spot on LinkedIn (without further moderation or modification) <https://www.linkedin.com/groups/12727146/>

13) Can the international team lead and project manager be local or it has to be international?

The required background and expertise is described in the Call for Action document and should be followed.

14) Can a role be shared by two people?, natural and/or legal

Please see Section 5.4 of the Call for Action.

15) Is this team member "Background and experience in urban design, with the ability to develop, design and visualize integral and innovative solutions in a technically sound and attractive way" an architect or an urban planner?

As indicated under 'Requirements', this is not defined by CA and depends on the overall set of backgrounds of the different experts in relation to the approach presented in the proposal.

16) Can the 30 pages of the proposal include links to external images or it is not valid, and the 30 pages document for Phase 1 has to be self-contained?

The assessment of the proposal will be done based on the information in the Proposal Format. Annexes (except the ones defined by CA) cannot be considered as part of the assessment procedure. This also includes links to external images and/or information.

17) Should the CVs of all team members be included in the proposal, or only the CVs of the team members fulfilling a formally requested / key position?

The assessment will be based on the proposals including the defined annexes. This means the information presented as part of the proposal (see Format Proposal) will be taken into account. It is up to the applicant to determine the information to be included in the proposal.

18) Are annexes (e.g. CV's and project refs) included in the maximum proposal document length of 30 pages?

No, the annexes (defined by the CA) are not part of the maximum of 30 pages. Images, illustrations etc. that are part of the proposal should fit within this maximum. See Format Proposal for more information.

19) Not all documents can be accessed in the repository on the WaL Cartagena website. Could the access to these documents be adjusted (e.g., Ahora Sí Cartagena, distrito de Cartagena de Indias, Ministerio de Ambiente y Desarrollo Sostenible, Int Journal of Disaster Risk reduction, Universidad de Cartagena (proyección de los niveles de inundación), instituto de investigación de recursos biológicos (propuesta de limite de la Ciénaga de La Virgen), Pemp plan especial de manejo y protección para el centro historico de Cartegna, UNGRD proyecto de protección costera Cartagena)? These are just a few of the links that do not work, among them also the setting the scene report. Two questions about this item. Can you please enable proper access to the repository of documents?

All the documents in the repository are now accessible by using the defined link. The Setting the Scene digital report (website) had no accessibility issues and is / remains accessible through the link in the Call for Action.

20) As we have not been able to access the repository we have not established a proper assessment of available documents and its contents. Is it possible to extend the deadline for the proposal with some days in view of this handicap?

The deadline for submitting a proposal will be modified to 30 January 2023, 1500h CET / 0900h COT.

21) At several stages of phase 1, the impact and effects of the proposed measures should be assessed (e.g., Expected impacts and effects from the proposed intervention, with an explicit focus on water and climate change adaptation related impacts, General evaluation of the potential to generate income and the foreseeable impacts on economic development, social impacts, ecology and employment in the city, Main environmental, biodiversity and ecosystem impacts assessment, evaluating the positive and negative impacts of the proposed intervention, using the IFC Performance Standards, Social assessment, evaluating the potential main positive and negative impacts and risks on (vulnerable) communities, particularly the way the proposed intervention strengthens (vulnerable) communities' development.). A number of these impacts are related (e.g. ecology and ecosystem impacts). Can you specify which individual impacts should be assessed or is this to be discussed in more detail in the course of the project (e.g. by means of the MCA framework)?

The Call for Action refers to potential foreseeable impacts. Specific individual impacts will be determined over the course of the project, depending on the nature of the intervention.

- 22) In the case of the social impacts, these are mentioned as part of different activities and/or deliverables. In all cases are the social impacts assessed in the same way or does each deliverable/activity refer to a specific type of social impact assessment or emphasis? If so, can you please explain the difference?**

The indicative risk- and impacts assessment (phase 1) will provide input for the decision-making at that stage. Similarly, the risk and impacts assessment should be further developed into the Environmental & Social scoping and ToR for the ESIA (phase 2) for the chosen project proposals. This should provide input for the full ESIA to be developed in phase 3 for the selected project.

Please note that the social impact assessment is not a separate deliverable, it should be discussed in an integrated manner together with the environmental and governance assessments.

- 23) Guidelines – chapter 11. In this paragraph you state that applicants must confirm by signing the Declaration in the Application form that they are not subject to any of the exclusion criteria. The exclusion criteria are also applicable for subcontractors. Do subcontractors also need to sign a declaration that they are not subject to any of the exclusion criteria? And if so, do you have a format or can we make our own declaration?**

The exclusion criteria are also applicable for subcontractors. The CA will have a contract with the main contractor of each of the two multidisciplinary teams, and as such, the Declaration has to be signed by the main contractor. The main contractor may choose to set-up internal procedures and declarations for subcontractors to declare that they fulfill the requirements as defined in the procurement documents.

- 24) In the previous Q&A you stated (Q26 and 27) that ‘Consulta Previa in terms of organizing the process is not the responsibility of the contractor. If a consulta previa is necessary, the contractor needs to ensure sharing the required deliverables from the WaL Cartagena trajectory for the consulta previa process.’ For the input and management of the consulta previa this seems fine. Concerning the outcome of the consulta previa, can you please elaborate if and how this should be taken into consideration by the contractor with respect to the deliverables of phase 3?**

The *consulta previa* process is carried out prior to the implementation of a project that has an impact in a geographic area with the presence of ethnic communities. Only after the project proposals are clearly identified, will it be possible to know if there is a presence of ethnic communities duly recognized by the Colombian State in the geographical areas of these project proposals and if, consequently, one or more of these projects require a *consulta previa*.

Consulta previa processes -if needed- are not the responsibility of the multidisciplinary teams. However, due to the inclusive approach of the WaL methodology, the multidisciplinary teams are expected to play an active role to provide information and to get engaged in activities and sharing events involving communities.

The contractors must take into consideration the following information needs that are related to -possible- *consulta previa* processes:

DESCRIPTION AND GEOGRAPHICAL INFORMATION

- Project description
- Geographic coordinates including the polygon in which the intervention would be carried out (this is necessary for the Colombian Ministry of the Interior to certify the presence or not of ethnic communities).
- Area of influence of the project
- Activities to be carried out inside and outside the polygon

IMPACT INFORMATION

1. Anticipated environmental, social, cultural, territorial and economic impacts

2. If expected negative impacts are foreseen, identification of possible management measures to prevent, correct, mitigate, and/or compensate ethnic communities.

The final evaluation of whether or not a *consulta previa* is needed will be conducted only once there is a pipeline of selected projects to move into implementation phase.

25) If the consulta previa takes more time than the projected overall duration of the project, will this be extended?

No extensions of this assignment are foreseen due to delays processes of *consulta previa*. The need to carry out *consulta previa* processes for the formulated projects depends on the presence of ethnic communities recognized by the Ministry of the Interior in the polygons in which the proposed projects are developed.

Multidisciplinary teams are not in charge of the *consulta previa* processes. The information provided by the multidisciplinary teams (see question 24) will be used if a *consulta previa* is requested. The Colombian Government (Ministry of the Interior) is in charge of the *consulta previa* processes, at the request of the executor of the project (contracting institution, or contractor selected for its execution).

26) We see in the model contract that the Q&A document ranks third, below the model contract and the ARVODI terms and conditions. This means that changes resulting from the Q&A will not take precedence over the contract and terms and conditions. This defeats the purpose of a Q&A, as this document is there precisely to make changes. Can the Q&A rank above the other documents?

The Contract ranks first. The answers to the Q&A with implications on the contents / formulation of items in the Contract will lead to modifications, as indicated in the Q&A-document.

27) Concerning the positions of team lead and the two co leads we have the following questions. Is it possible to have a combination of two people for any of these positions? Is it possible to make a combination of any of these positions with another key position, e.g. co-lead local management + social expert?

See also the answer to Question 2 of the second batch of Q&A-questions. The team lead and defined co-leads each have a significantly different background and role and cannot be combined. Combinations within the other defined roles (=combinations within non-leading roles) and adding a non-leading role to (one of the) leading roles is possible, without further changes to the contents of the leading roles.

28) The projects shall have a budget size between EUR 15 million to EUR 150 million, as stated under 5.3. This is a large range, implying also a large range in required surveys and design work: the required surveys for a project of EUR 15 million is most probably much smaller than a project of EUR 150 million. However, the budget for phase 3, including surveys, is fixed. We think it is not reasonable to propose a fixed budget without knowing the measures and budget size of the measures. Is it therefore possible to make the budget dependent on the size of the project measures?

The budget for phase 3 is fixed and it will not be made dependent on the size of the project measures.

29) Replying to Q&A 34 of Q&A - Water as Leverage Cartagena - 8 December 2022; Do we understand it correctly that the numbers mentioned in the answer to question 1 have to be understood as a total for all hotspots together?

The number of deliverables per team are described in Paragraph 5 of the Call for Action. This is the total number of deliverables. The identified hotspots do not have a direct relationship with the number of deliverables, but just denominate the potential geographical focus areas of the to-be-developed solutions/interventions.

- 30) In Guidelines included: Prices presented as part of the applicants' proposal(s) shall be stated in Euros, exclusive of Dutch VAT, inclusive of local VAT. If any duties, custom fees, taxes or other charges are applicable then these should be included in the price. If a contractor is liable for Dutch VAT, the price of the proposal shall also be stated inclusive of Dutch VAT. It has to be noted that in specific cases as follows from this decree*, a 0% Dutch VAT rate applies to this assignment. <https://zoek.officielebekendmakingen.nl/stcrt-2015-32147.html> For phase 1 and 2 it is expected that the 0% Dutch VAT could be applied. However, for phase 3 due to the nature of the requested deliverables and services (such as preliminary engineering design), services may be taxable in Colombia for VAT purposes as they may be regarded as connected to immovable property from a Columbian and Dutch tax perspective. During phase 3 it is therefore expected that the 0% VAT conditions can no longer be fulfilled and our organisation is required to invoice to RVO with 21% Dutch VAT. To achieve a level playing field for all bidders, if on the basis of externally obtained tax advice it is concluded that the 0% Dutch VAT conditions are not met for phase 3, would the additional 21% Dutch VAT be accepted by RVO (i.e. additional 21% Dutch VAT on phase 3 efforts or would it be regarded to be included in the maximum budget as presented - 1,2 mio EUR)?

The CA estimates that, based on the nature of the work of the entire contract, including Phase 3, it may reasonably be expected that the 0% Dutch VAT rate applies. However, contractors are required to discuss the applicability of the 0% VAT rate with their Tax Inspector of the Dutch Tax Authority (often done after award of the contract, comparable to the procedure for all assignments for which a 0% rate applies). If the assessment of the Dutch Tax Authority leads to the conclusion that part of the work does not qualify for the application of the 0% Dutch VAT due to the nature of the work, the contract amount will be increased. Please also check Paragraph 3.5 of the Guidelines for further information on the pre-defined maximum price and duration of the contract.

- 31) **Replying to Q&A 61 of Q&A - Water as Leverage Cartagena - 8 December 2022; Can we assume that only textual comments need to be addressed (i.e. surveys are excluded from this?)**

Yes, this is meant as textual comments on the report. However, to minimize the risk of excessive comments or issues with the ESIA, teams and the project sponsor are expected to coordinate early on in the project with relevant authorities to ensure that the scope of the ESIA is appropriate.

- 32) **After reviewing the documents of the Knowledge Database and Setting the Scene website it appears that the project area differs from one source to another. Could you indicate the project area on a map or refer to an existing map in which the project area is indicated?**

Four hotspot areas have been defined: <https://stswalcartagena.ireporting.nl/hacia-la-resiliencia-climatica/wal-cartagena-hacia-la-resiliencia-climatica/zonas-de-alto-potencial-o-hotspots> The definition of project areas and specific geographical focus of potential interventions is done by each multidisciplinary team in the context of the Water as Leverage Cartagena trajectory. The Setting the Scene digital website report provides a first focus and background to the current situation.

- 33) **Ideally, activities related to stakeholder engagement and “building coalitions and facilitating resource mobilisation” should be performed in a structured/coordinated way for a stronger engagement of stakeholders and financiers, particularly the public sector and IFIs. How will the CA be involved in these activities?**

See Paragraph 4.3.2 of the Call for Action on the aim and ambition of the policy/financial workshops, next to the task description for the multidisciplinary teams in chapter 5 of the Call for Action.

- 34) **Will the consultant be free to talk to anyone at any time when he/she deems fit?**

This question is too general to answer. Consultants are expected to use working methods that can be reasonably expected for the work as described in the Call for Action and as such, the foreseen working methods are not significantly different from comparable work.

35) How will be prevented the two teams ask similar questions to the same stakeholders?

As the competition between teams will only last until the moment of selection of two teams, it is expected that the teams in conjunction, and with (limited) support from the WaL-ST, aim for joint meetings and coordinated questions to external stakeholders. Furthermore, proactive sharing of information received by one team with the other team is expected. It is not possible to fully prevent teams asking the same questions to the same stakeholders.

36) Regarding the surveys needed during Phase 3, what does the CA suggest should be done in case the project selected to move to Phase 3 requires (too) many surveys and a large share of the budget must be directed to the performance of surveys, leaving too little budget for the performance of the other activities?

Please see the answer to question 62 of the previous Q&A. At the end of Phase 2, once the required surveys are clear, Teams will submit an updated implementation plan for Phase 3 including resource allocation. The activities to be performed in Phase 3, including surveys, will be discussed at this stage and re-organized if necessary.

37) It is important to indicate 1 person only from each of the counterparts (in particular from the Alcaldía de Cartagena) to be responsible for the project and with authority to provide guidance and approve requests and activities. This person should be responsible for communication within the counterpart entity and to collect and consolidate inputs in only one document for the teams. What has the CA planned to avoid deviations from the inputs from the various counterparts?

The Governance of the programme is indicated in the Call for Action document. As different departments and individuals have different responsibilities, also within the key counterpart institutions, it is not avoidable to have different inputs. It is expected that contractors have sufficient experience and capacity to handle these situations, based on proven experiences from past work and incorporate these capacities as part of the presented approach.

38) Clause 21.3 ARVODI-2018 - We note that the Contracting Authority requires a high limitation of liability of 3 million per event and 5 million for each year. We suggested to change the limitation of liability to three times the fee with a maximum of 2.5 million to align this clause with the industry standard. For R&D projects (framework contracts) within the Netherlands, the limitation of liability of three times the fee with a max of 2.5 million is also the line followed by the State of the Netherlands. However, the CA denied the request. These liabilities seem to be related to the total budget of EUR 1,2M. Can these be lowered and build up per stage?

See the answer to Question 7 of the previous Q&A.

39) The CA denied an earlier request to extend the deadline for proposal submission which was requested because of the holiday season. As we now know the actual impact of people not being available during the holidays, including management who needs to decide on approvals between various partners, we reconfirm the 23rd comes too soon to develop a quality proposal with sufficient commitment from all parties involved. We kindly request the CA to reconsider the submission date and extend until the 3rd of February.

The deadline for sending a proposal will be modified to 30 January 2023, 1500h CET / 0900h COT.

40) Two consultants will be awarded a contract for WaL Cartagena. These contracts will be awarded based on 2 different proposals. The consultants will be required to collaborate, however the proposals and approaches may not be aligned. Aligning these approaches may impact anticipated planning, budgets and agreements between partners. Could the CA elaborate in detail on the exact objectives of each one of the 5 design workshops to avoid expectations around these deviate too much, preventing contractual difficulties further onwards?

As indicated in the Call for Action document, the two multidisciplinary teams have a (pro-) active role in providing an in-depth contribution to the workshop agenda, stakeholder list and workshop methodology and contents. As indicated in the Format Proposal, the approach should include an elaboration on the different phases and the associated activities/deliverables, which includes (but is not limited to) the local design workshops and policy/financial workshops.

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