European Tender - open procedure
ref. nr:  D2B21RI05
date: 29.07.2022

# Semarang Urban Flood Resilience

InvestInternational

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| **Imprint** | **Invitation to Tender in accordance with the European open procedure for the studies for the Project** |
| Project name | Semarang Urban Flood Resilience |
| Reference | D2B21RI05 |
| Contact | Mireille Vrijenhoek / Angela van der Sluijs<br>Sr. Procurement Officer<br>+31 6 3511 9442 / +31 6 3167 5906<br>procurement@investinternational.nl<br>Malietoren, Bezuidenhoutseweg 12<br>2594 AV The Hague<br>The Netherlands |
| Authors | Project team |
| Version number | final |
| Annexes | The following annexes & appendixes constitute an integral part of this Tender Document. These annexes & appendixes are published together with the Tender Document. |

**Annexes to be provided separately, either using templates or by providing separate documentation. Upload the completed Annexes as part of the bid submission in TenderNed:**
Annex 1: European Single Procurement Document [fill in form]
Annex 2: Price summary, rates, days [fill in form]
Annex 3: References for technical qualifications [fill in form]
Annex 4: CV Format [fill in form]
Annex 5: Response to requirements concerning the assignment [fill in form]
Annex 6: Response to qualitative award criteria [fill in form]

Annex 7: Registration form Chamber of Commerce [as attachment]
Annex 8: Sustainability or ESG Policy [as attachment]

**Submit after contract award**
Annex 9: Know Your Customer (KYC) [fill in form]

**(Background) information for the Supplier:**
Appendix A: Definition of Terms [p. 35]
Appendix B: Terms of Reference (ToR) [provided separately]
Appendix C: Model Contract [provided separately]
Appendix D: ARVODI 2018 Terms and Conditions [provided separately]
Appendix E: Complaints Procedure [provided separately]

## Contents

# 1. Introduction

This Tender Document contains information regarding this invitation to Tender conducted in accordance with the European open procedure for services for studies for Semarang Urban Flood Resilience.

You are hereby invited to submit a Tender based on this Tender Document.

## 1.1 Contracting Authority

This tendering process is being conducted and managed on the instructions of the Contracting Authority Invest International Public Programmes B.V. (IIPP).

We are Invest International; we invest in Dutch solutions for global challenges. We help companies, governments and investors fund and develop high-impact projects that contribute to the achievement of the SDGs (globally agreed Sustainable Development Goals). The challenges associated with achieving the SDGs require breakthroughs that lift an entire sector or a specific market segment to a higher level. Innovative solutions are often characterised by uncertainty and considerable risk at an early stage. Through our project development services, we offer co-financing solutions with the aim of making such projects fundable and/or developing scalable innovative business models.

To achieve the UN SDGs, public and private interests coincide. That is why we support governments and companies with our activities. We offer them case-specific financing arrangements and project development capacity. We offer a range of capital solutions for companies and investment funds that contribute to achieving the SDGs through their international activities. For governments in developing countries, we make Dutch Government Funds available for their infrastructure projects.

It is our ambition to stimulate innovative solutions for global challenges and make the necessary investments feasible. Initially, we focus on five markets in which the Netherlands has much to offer: Agri-food, Climate & Energy, Healthcare, Industry and Water & Infrastructure. We carry out our projects in low- and middle-income countries, including Africa, India, Southeast Asia and Latin America. We often travel to areas with code red or orange.

By the Act of Establishment of Invest International of 14 July 2021, the Minister of Finance is authorised on behalf of the State to establish the Invest International group of companies. Invest International is the result of a cooperation between the Ministry of Foreign Affairs, the Ministry of Finance on behalf of the State, FMO (Nederlandse Financieringsmaatschappij voor Ontwikkelingslanden) and RVO (the Netherlands Government Service for Enterprises). The international financing schemes of RVO and the NL Business activities of FMO have been incorporated into Invest International. We are a commissioning party. FMO and the State are our shareholders.

Invest International was incorporated in July 2021 and on 1 October 2021 Invest International opened its doors. There has been a transfer of undertaking of both the relevant parts of RVO and FMO. Currently, Invest International has about 100 employees; we expect to grow to 120 employees.

The 'holding' Invest International B.V. comprises three subsidiaries:
- Invest International Public Programmes B.V.
- Invest International Development B.V.
- Invest International Capital B.V.

Together they are referred to as the 'Invest International group'.

More information on Invest International can be found on www.InvestInternational.nl

#### *1.1.1 Sustainability*

Invest International attaches importance to sustainability and takes into account the social, ecological and economic consequences of its activities.

Sustainability is about the implementation of the 3P's (Planet, People and Prosperity). The Sustainable Development Goals that Invest International stands for are:
- Fair Work and Economic Growth (SDG 8)
- Climate action (SDG 13)

Specifically for projects in developing countries, No Hunger (SDG 2), Good Health and Well-being (SDG 3), Clean Water and Sanitation (SDG 6) and/or Accountable Consumption and Production (SDG 12) are also relevant.

#### *1.1.2 Relevant department*

The studies are for the department Invest International Public Programmes B.V. These should be invoiced to the correct cost centre.

### 1.2 Reason for this invitation to Tender

This document contains information on the European call for Tender for consultancy services pertaining to the project Semarang Urban Flood Resilience.

You are invited to submit a Bid on the basis of this Tender Document and its annexes and appendixes. Invest International Public Programmes B.V. wishes to enter into an agreement with a Contractor having submitted the most advantageous Tender, which will be selected through a Quality and Cost Based Selection (QCBS) procedure.

### 1.3 Contact person

All written communication relating to this tender procedure will be conducted via TenderNed, unless otherwise specified.
For the submission of business-sensitive information and/or matters that you do not wish to disclose to other contractors (e.g. documents that you must submit for verification) or for questions that do not relate to the content of the Request for Proposal, please use the messages-module in TenderNed or contact the contact person.

You can only derive rights from information provided to you through the contact person mentioned.
If you communicate about this Request for Proposal with other employees or representatives of Invest International or through other channels in order to influence them, this may be a reason for us to exclude you from participation in this tendering process.

### 1.4 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the ‘open procedure’ is selected. An announcement thereof is published on TenderNed (www.tenderned.nl) and on Tender European Daily (TED). An announcement will also be placed on DG Market, with reference to TenderNed.

We intend to contract one (1) party.

### 1.5 Time Schedule

The schedule below applies to this tendering process.

| Tendering process | Date |
|---|---|
| Issuing of publication, start of tendering period. | 29 Jul. 2022 |
| Closure of questions round 1: deadline for the Contractor to submit questions. | 12 Aug. 2022 |
| Issuing of 1st Memorandum of Information. | 19 Aug. 2022 |
| Closure of questions round 2: deadline for the Contractor to submit questions. | 9 Sep. 2022 |
| Issuing of 2nd Memorandum of Information. | 16 Sep. 2022 |
| Deadline for the receipt of Tenders to be opened by the Contracting Authority. | 7 Oct. 2022 |
| Expected announcement of the award of the Contract. | 4 Nov. 2022 |
| Deadline for the winning Contractor to provide the evidence requested by the Contracting Authority, and end of Standstill Period. | 25 Nov. 2022 |
| Expected award of the Contract. | 2 Dec. 2022 |

Table 1. Time Schedule

If, in the opinion of the Contracting Authority, circumstances provide cause to do so, the Contracting Authority is entitled to amend the specified period(s) in Table 1 above. In such a case, timely notification of the new period(s) will be provided digitally.

### 1.6 Ask Questions

Questions can only be submitted in writing via the Questions-module of TenderNed. All questions and answers will be published anonymously for all interested parties to view.

If you have a compelling reason not to reveal your question (and its answer) to other interested parties, you can click on the 'Answer Individually' box in the Questions-module in TenderNed. However, the Contracting Authority will decide whether or not to process your question individually. If the Contracting Authority believes that the public interest outweighs your interest, we will ask you whether the question may be made public or whether you wish to withdraw the question.

If you do not submit your question regarding contradictions, ambiguities or objections in time, we will not amend the Request for Proposal. We will then only answer your question if we believe it to be important information for all contractors. You cannot derive any rights from inconsistencies that you have not identified or which you have identified but have not reported to us in good time.

Make sure that your questions and suggestions are anonymised. Therefore, do not use any of the following in your question: company names, product names and names other than those related to your office.

Questions and answers will be included in the Memorandum of Information. We will send this electronically at the latest on the date stated in the time schedule. In this way, all contractors receive the same information. The Memoranda of Information are an integral part of this Tender document. The Contracting Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

In the event of inconsistencies between the Tender document and the Memoranda of Information, the Memoranda of Information take precedence. If there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

# 2. The Assignment

### 2.1 Objectives and expected result of the infrastructure project

For a specification of the objectives and expected results, please refer to the Terms of Reference sections 2.2 through to 2.4 accompanying this Tender.

**The overall objective of the D2B project is to improve the City of Semarang's climate resilience by reducing the incidence and frequency of floods resulting from rainfall and sea-level rise.**

The expected results for phases 1 and 2 are as follows:

**Phase 1**: To get to a list of priority projects, the anticipated results are:
- Detailed description of the interactions between, and the system response on, already proposed interventions and potential additional ones;
- Clear pinpointing and description of the missing/poor functioning elements (the "weakest links") in the drainage chain from residential and industrial areas down to the sea;
- Identification of viable options to complement the City Drainage Acceleration Plan (CDAP); these include alternative (sets of) integrated measures, both upstream and downstream, that together provide a more integrated solution to the problem of flooding, with priority for water retention, re-use and improved evacuation of the surplus. Options are to be presented to the (potential) project owner(s) for their prioritisation. To assist in this, the viable options also indicate their indicative impact in quantitative terms whenever possible;
- Preparation of a multi-criteria analysis (MCA) largely qualitative and jointly developed with stakeholders (including a workshop);
- Identification of a committed and viable project owner/promoter for Phase 2 of the D2B project, with a clear view on and commitment to the implementation/construction phase; and
- Identification of promising procurement and financing options (i.e. approach potential financiers) for the implementation of the prepared project component(s).

**Phase 2**: To bring the agreed (short-) list of priority projects to a tender-ready stage, the anticipated results are:
- A full feasibility study including a full or light environmental and social impact assessment (ESIA) (in Indonesia: AMDAL) in line with financiers' criteria, including for instance the World Bank's Environmental & Social Safeguards Framework;
- A Detailed Engineering Design (DED), sufficiently detailed to comply with the Indonesian regulatory requirements to obtain possible national funding (APBN) and/or external financing, for the interventions selected at the end of Phase 1, insofar as interventions are located on public land; to the extent interventions are located on private land, this will only be considered for Phase 2 if there is clear public ownership and agreement with the land owner(s) at the end of Phase 1 to build these projects.
    - For essential elements of an integrated solution that are located on private land and for which there is no agreement at the end of Phase 1, the local government is responsible to get agreements during, and beyond, Phase 2, and preparing pre-designs. The Contractor is not expected to play a role in this; and
- An outline of the onward financing structure (for the construction phase).

### 2.2 Scope of the D2B assignment

For a detailed description of the scope of work, please refer to chapter 3 of the Terms of Reference (Appendix B) accompanying this Tender Document.
The Contractor is to identify, develop and deliver a set of *viable* infrastructure interventions which are *ready for implementation*. Said interventions should substantially *reduce flooding* (by sea and by run-off) and *contribute to slowing down land subsidence*, in both *upstream and downstream* areas of Semarang City.

The D2B project is divided into two phases with a go/no-go decision in between:

**Phase 1** will indicatively run for 5 months upon commissioning and comprises sub-phases:

**1A: Diagnosis of the current situation**: identification of the scope for improvement and completion of the CDAP in light of SRP, WaL, WMS and other planned or short-listed projects to arrive at a more integrated and adequate solution to the problem of flooding, and

**1B: (Pre-)Feasibility and project embedding to get to shortlist of priority interventions:** considering the interventions identified at pre-feasibility stage, further embedding of the D2B short-listed project(s) in the Indonesian institutional context, including conclusive agreement on project ownership (i.e. the promoter) as a condition for the continuation of the D2B assignment into Phase 2.

**Phase 2** will indicatively run for 7 months, contingent on a go decision at the end of Phase 1 and aims to develop the selected priority interventions into a construction project that is ready to be implemented. It includes the preparation of the full feasibility study, ESIA (depending on national and external financing requirements), an Environmental and Social Management Plan (ESMP) or Upaya Pengelolaan Lingkungan (UKL) and Environmental Monitoring Plan or Upaya Pemantauan Lingkungan (UPL), the DED, the Stakeholder Engagement Plan (SEP), the Operations & Maintenance Plan and the financing scheme for the prioritised infrastructure component(s) – yet excluding the land acquisition and the resettlement action plan (LARAP) (see section 6.3 of the Terms of Reference for a detailed list of deliverables).

**Phase 2** commences once a go decision is provided by Invest International's Engagement Committee based on a multi-criteria analysis tool prepared by the Contractor. Upon a go decision, a maximum of two weeks will be given to the Contractor to prepare a detailed bid for Phase 2, to be accepted by IIPP. A no-go decision from the Indonesian project partners and IIPP will end the D2B assignment at this stage. The possibility of this happening is explicitly stated here. In the case of a no-go decision, the Contractor will not be entitled to claim any payments for activities specified in their outline bid for Phase 2.

### 2.3 Terms of Reference (ToR) for the assignment

The Contractor is invited to get thoroughly acquainted with this Tender document and all the annexes and appendixes in preparation of the Tender. The Terms of Reference (ToR) in Appendix B to this document provides an essential source of information that instructs the Contractor of what is expected to be delivered.

The Contractor may comment on the ToR and suggest well-reasoned and technically sound deviations. If these deviations require budget reallocations from what is indicated in table 2, these may then be considered.

### 2.4 Lots

The invitation to Tender has not been divided into lots due to the integral nature of the D2B study, the deliverables to be provided and the structural interaction between the Contractor, the Project Coordination Team and the Contracting Authority.

### 2.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender Document, the Contractor is not permitted to submit a variant of this Tender

### 2.6 Contract tenor

Invest International Public Programmes B.V. intends to conclude a Contract for a contract period of max. 18 months as of the date of the signature of the Contract. This contract period is equal to the period within which this assignment should be fully executed.

#### *2.6.1 General terms and conditions*

The applicability of any of the Contractor’s general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions (ARVODI 2018) apply to the Contract, see Appendix D.

#### *2.6.2 Contract conditions*

The Contracting Authority has agreed on a total maximum contract value of € 950,000.- inclusive of VAT.

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

Please be aware that the total value of the contract awarded may be required to be corrected downward. This will only apply if at the go/no-go moment at the end of Phase 1, the confirmation is made that the definitive value related to the services provided for Phase 2 are actually lower than the initial estimated value for these tasks included in the award of contract. A resultant downward correction to the total value of the contract awarded, like any other change to that value, will require approval from the Contracting Authority. Please note that a no-go decision at the end of Phase 1 ends the contract and any payment obligation, which would otherwise have been due during Phase 2. In addition, disagreement of the final work plan for Phase 2, if not amicably resolved, may terminate this contract and, therewith, stop any payment obligations for Phase 2.

The model Contract and the corresponding General Government Terms and Conditions are included in the annexes (respectively Appendix C and Appendix D). The Contractors have the opportunity to ask questions, make comments and propose textual amendments.

The Contracting Authority is free to accept or reject the proposed textual amendments. The Contracting Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Contractor declares their consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

| Phase | Maximum contract value (€) including VAT and contingencies, per phase |
|---|---|
| Phase 1A | € 175,000 |
| Phase 1B | € 275,000 |
| Phase 2 | € 500,000 |
| **Grand total** | € 950,000 |

Table 2. Maximum contract value

## 2.7 Operations

### *2.7.1 Material, supplies and equipment*

Procurement, purchase and/or transfer of materials, supplies, equipment, hard- and software etcetera are not foreseen within this assignment. All reports, studies, survey outcomes, software applications, manuals, drawings, calculations, cost estimates, procurement plans etcetera resulting from the D2B project will be handed to the Contracting Authority and to the Indonesian project owner free of charge for their free use and further development in line with ARVODI 2018.

The Contractor shall ensure that experts are adequately supported and equipped. In particular, sufficient administrative, secretarial and interpreting support must be provided to enable experts to concentrate on their primary responsibilities. The Contractor must transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

No equipment is to be purchased on behalf of Invest International or the City of Semarang as part of this service contract or to be transferred to Invest International or the City of Semarang at the end of this contract. Any equipment related to this contract which is to be acquired by the Beneficiary Country must be purchased by means of a separate supply tender procedure.

### *2.7.2 Office accommodation / locations*

Office accommodation for the Consultant’s Team working on the contract is to be provided by the City of Semarang at their premises. The Contractor is expected to undertake the majority of its activities within Semarang City.

# 3. Requirements concerning the Contractor

## 3.1 Introduction

In this section, you can find the requirements set by the Contracting Authority to determine whether particular Contractors are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document' (Annex 1).

The 'European Single Procurement Document' is a PDF file that has been partially completed for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see sections 7.5).

## 3.2 Exclusion Grounds

The following Exclusion Grounds are specified in the Annex 1 'European Single Procurement Document':
- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C selected by the Contracting Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Contracting Authority requests it.

The evidence consists of:
1. Extract of Trade Register (not older than 6 months see §4.3.5)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' - not older than 2 years).
**Please note:** The process of applying for a GVA (certificate of conduct) can take several weeks.
3. Tax statement (not older than 6 months)

The Contracting Authority, to which a Contractor submits data to prove that the Exclusion Grounds referred to in Article 2.86 or Article 2.87 do not apply, also accepts data and documents from another Member State, from the Contractor's country of origin or from the country where the Contractor is established, that serve an equivalent purpose or that show that Exclusion Grounds do not apply to Contractor.

**Please refer to https://ec.europa.eu/tools/ecertis/search; eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.**

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
http://wetten.overheid.nl/BWBR0032203/2016-07-01

## 3.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Contractor is suitable to fulfil the Contract in the opinion of the Contracting Authority.

By signing the Annex 1 ‘European Single Procurement Document’ (which uses the term ‘Selection Criteria’ to refer to the Suitability Requirements), the Contractor declares that they comply with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

The Contractor should demonstrate that they meet these Suitability Requirements by providing the required documentation, unless otherwise stated.

### *3.3.1 Registration*

The Contracting Authority expects the Contractor to be authorised to practise their trade. For this reason, the Contracting Authority requests the Contractor to demonstrate that they are registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which they are established. This documentation is to be provided as Annex 7.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Contractor. For Contractor, alliances and third parties, the legal entity mentioned on the statements must be equal to the legal entity that participates and has submitted a UEA for that purpose. To establish the legal validity of the signed statements, declarations and other evidence, a recent and up-to-date (max. six months old, counted from the time of submission of the Tender) extract from the professional register or trade register must be provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement (the power of attorney) declaring that the signatory was authorised to legally bind the Contractor at the time that they signed the documents.

The Contractor is requested to submit the following documents as Annex 7 with their Tender:

- Proof of registration in the Commercial Register (copy of a recent extract from the Chamber of Commerce) not older than six months; and
- If applicable, one (or more) power of attorney(s).

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

### *3.3.2 Coverage of Liability Risks*

By signing the ESPD, the Contractor declares that they have a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to them, will remain sufficiently insured throughout the duration of the assignment(s).

They have the following insurances, or will take them out when awarding the contract:

- Company liability insurance covering damage to persons and/or property and consequential loss in the unlikely event of an incident occurring during the journey.
- The Contractor must have, or must declare, when awarding any contract that they will take out insurance against business risks covering possible damage during the performance of the contract. Liability for damages caused by the Contractor is covered up to € 3,000,000 per event and € 5,000,000 per calendar year for at least the duration of the contract.

Invest International has the right to request the following documents, as evidence of relevant professional risk indemnity insurance, if they see reason to do so:

- Proof of insurance against liability risks (copy of policy)

### *3.3.3 Financial and economic standing*

The Contractor must have a stable business of which the continuity is guaranteed during the term of the Assignment. By signing the 'European Single Procurement Document', the Contractor declares that they possess sufficient financial and economic capacity to fulfil the contractual obligations.

If the Contractor has a duty of audit, the Contractor first of all declares, by signing the ESPD, that the most recent audit in the financial statements does not contain a paragraph with negative continuity expectations.

If the Contractor is not subject to an audit obligation, Contractor declares -by signing the ESPD- that the financial and economic capacity of the enterprise is such that the continuity of the services during the term of the Assignment is not expected to be jeopardised. Upon Invest International's request, the Contractor shall submit a copy of the financial statements and auditor's report and/or a review or composition statement and/or a statement of financial continuity.

In case the economic and financial standing of the Contractor requires further investigation, Invest International has the right to request the following documents:

- A statement, signed by a recognised organisation auditor or bank, that the provider is solvent; appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- Annual financial reports for the past 3 years, such as the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established. Or a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Contractor's parent/holding company is used in relation to the aspect of financial and economic capacity, then the Contractor must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

### *3.3.4 Technical qualifications*

The Contractor should demonstrate that they meet this Suitability Requirement by providing the necessary information in Annex 3, References.

The Contractor has completed reference projects that demonstrate the following core competences relating to experience in projects of at least equal size and scope in the last 5 years:

1. Conducting a feasibility study for urban flood protection in a densely populated urban area in Asia;
2. Organisation and management of three (3) ESIA processes for international infrastructure development projects;
3. Executing a detailed engineering design(s) in an international context.

The total value of the reference assignments must be at least 60% (EUR 550.000) euro inclusive of VAT of the maximum contract price. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments were carried out for the same client during the reference period, the turnover of these separate assignments can be combined into a cumulative total.

Performance or completion of the reference project must have taken place in the five years preceding the closing date for submission of the Tender.

If the Contractor uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

If the Contractor were part of a consortium: only studies for which their participation represented at least 30% of the total costs can be submitted as a valid reference project.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Contractor can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of this assignment.

If required, the Contracting Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Contractor’s involvement or permission.

#### *3.3.5 Sustainability*

As attachments to the Application (as Annex 8), each Contractor is requested to submit the following documents with their Tender:

- The Contractor’s Sustainability or ESG Policy.

#### *3.3.6 Know your customer (KYC)*

The successful Bidder shall submit KYC Information according to Annex 9 and substance acceptable to Invest International.

### 3.4 Assessing Suitability

Invest International will exclude any Contractor from (participating in or being involved in) the tendering procedure, if said Contractor does not meet the Suitability Requirements.

If necessary, additional evidence (as indicated in section 3.3) can be requested. This shall be submitted within 7 working days to demonstrate that the Contractor meets the Suitability Requirements.

# 4. Requirements concerning the assignment

This section includes the requirements set by the Contracting Authority concerning the requested services and the prices and rates. By submitting a Tender, the Contractor, explicitly consents to all requirements and conditions specified in this Tender document and declare that they will continue to comply with these throughout the entirety of the contract period. Furthermore, the Contractor confirms that they will comply with all of the specified prices and rates.

The Contractor is expected to clearly state in their bid how they will meet the requirements described below. Please use Annex 5 and provide a concise explanation for each requirement.

**Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.**

## 4.1 Requirements relating to the contractor (RF)

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|---|---|
| RF1 | The Contractor is a reputable, internationally active firm with at least 15 years' experience in urban development and water management. |
| RF2 | The Contractor will work in collaboration with Indonesian firm(s) and/or Indonesian individual experts. |

## 4.2 Requirements relating to the services requested (RS)

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|---|---|
| RS1 | The Contractor's Technical Proposal should clearly demonstrate how they will execute the D2B study by describing:<br><br>1. Understanding of the assignment<br>2. Overall approach<br>3. Methodology & tools (in detail for phase 1, outline for phase 2)<br>4. Stakeholder engagement<br>5. Workplan with activities & deliverables (in detail for phase 1, outline for phase 2)<br>6. Risks & opportunities<br>7. Project management (including coordination plan (see RS4), backstopping, communication, reporting and quality control)<br>8. Time plan (Gantt Chart)<br><br>The Technical Proposal may not exceed 40 pages (excluding table of contents, annexes, CVs and supporting documentation) |
| RS2 | The language for bid submission and execution of the contract is English. This includes all submitted documentation, communication, interim and final reports, throughout all phases of the assignment. Executive summaries of final reports shall be submitted in both English and Bahasa Indonesia. |
| RS3 | Activities are expected to be planned and fully executed within the contract period of 18 months from the date of signature of the contract (2 Dec. 2022 – 2 Jun. 2024) |
| RS4 | In Annex 2 Price summary (Sheet 3 – Technical Bid), the Contractor will present a specification of the proposed time each expert will dedicate to the assignment to enable its full execution in accordance with all the requirements and within the expected contract period. |

### 4.3 Requirements relating to the study team (RT)

| | |
|---|---|
| RT1 | The consultant team must comprise an international Team Leader, a local Deputy Team Leader and a mix of international and national experts that together cover the main topics and aspects:<br>• proven experience in understanding the physical phenomena that take place in a flood-prone urban built-up environment;<br>• fully conversant with the principles, elements, stages and working methods of flood protection and urban drainage. |

### 4.4 Requirements relating to security and safety (RSR)

| | |
|---|---|
| RSR1 | The Contractor has procedures regarding internal safety management to ensure business continuity. E.g. for staff safety, pandemics, natural disaster, conflict and other risks. |

### 4.5 Requirements relating to prices/rates (RP)

| | |
|---|---|
| RP1 | In Annex 2 (Sheet 1, 'Price Summary' and Sheet 2 'Days and Rates'), the Contractor will provide a fixed total price (in EUR) for the offer including an overview of the prices and rates applicable to this assignment. The total quotation amount is final. |
| RP2 | The Contractor is not authorised to offer a zero or negative rate for individual elements. In addition, discounts are not allowed or should be internalised in the final prices and rates. |
| RP3 | • The Contractor will quote the prices according to the following structure:<br>  ○ the amount excluding Dutch VAT and excluding VAT due outside the EU;<br>  ○ the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;<br>  ○ the amount including Dutch VAT (if applicable) and any VAT due outside the EU.<br>• If the Contractor indicates that no VAT is applicable, they undertake to provide documentary proof of this to the Contracting Authority within 15 calendar days of the request.<br>• The Contractor is liable for any additional Dutch and/or foreign VAT charges due if they do not charge VAT or if they charge an incorrect VAT amount to the Contracting Authority. If applicable, the Contractor is liable for the correct payment of Dutch and/or foreign VAT, with the exception of the case stipulated in the following: If the Contracting Authority purchases a service from a foreign company and Dutch tax law considers that the work was performed in the Netherlands, the Contracting Authority is liable to pay VAT to the Dutch Tax and Customs Administration for the service(s) rendered in the Netherlands.<br>• The Contractor guarantees that the amounts specified in the quotation include all taxes and levies (including amounts deemed to be equivalent to taxes or levies), however described and wherever levied in the world.<br>• The Contractor indemnifies the Contracting Authority against any claims by any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, whether originating in the Netherlands or outside the Netherlands.<br>• Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a 0% VAT rate applies to the amount indicated on the quotation provided that the Contractor is **established in the Netherlands** and that their organisation is registered as an entrepreneur for VAT purposes. **For more certainty in this respect**, the Contractor can request a VAT exemption declaration from the tax inspector. More information on this can be found in the Ministry of Finance Decree dated 21 September 2015 (No. BLKB/2015/76M). If the Contractor submits a statement from the |

| | |
|---|---|
| | tax inspector within 30 days of the award of the contract specifying that a **different** VAT rate applies, the contract price will then be increased to include the applicable VAT rate.<br>• It is not permitted to charge Dutch VAT on the total price if the Contractor's registered office is outside the Netherlands. IIPP pays Dutch VAT to the Dutch tax authorities. |
| RP4 | Prices/rates must be all inclusive. This means that they should include wage costs, overheads (such as business premises and wage costs of non-production workers), costs of support activities, costs of using equipment (such as computers) arising from the contract, the Contractors costs related to (feedback) sessions, profits, expense insurance, travel and accommodation costs, etc. |

## 5. Award criteria

This section describes the award criteria which form the basis for bid assessment. The Contractor's response to the award criteria must be included in their Tender. The Contractor is expected to describe in their bid how they meet the award criteria, with this summary provided in Annex 6.

In addition to the requirements detailed in sections 3 and 4, Invest International has formulated award criteria (see below) against which the services described in the bid will be assessed. The maximum number of points to be awarded is stated per criterion. The offered solutions must fit (the goals and ambitions of) and meet the requirements and specifications as set by Invest International. The principle of 'the more concrete the better' applies to the information that the Contractor provides.

This Tender procedure is awarded on the basis of best value for money (in Dutch: BPKV). This means that both quality and price are assessed. Weighting: 90% quality and 10% price.

A maximum of 100 points can be obtained for Contractor's response to the award criteria, differentiated in qualitative criteria (section 5.1) and offer related criteria (section 5.2).

The criteria, sub-criteria and point system for the evaluation of Full Technical & Financial Proposals are as follows:

| Maximum points | Award criteria | Section |
|---|---|---|
| 40 points | 1. Project approach and workplan | 5.1.1 |
| 15 points | 2. Quality team lead | 5.1.2 |
| 27 points | 3. Quality key experts | 5.1.3 |
| 5 points | 4. Quality additional experts | 5.1.4 |
| 3 points | 5. Diversity & Gender | 5.1.5 |
| 10 points | 6. Price | 5.2 |
| **100 points** | **TOTAL** | |

Table 3 - Maximum points per award criterion

| Points breakdown per sub-criterion | | |
|---|---|---|
| **1. Project approach and workplan** | | **40** |
| | Quality of the proposed approach, work plan, outline plane for Phase 2, methodology, time-plan, project management and staffing | 25 |
| | Quality of effective stakeholder management | 10 |
| | Quality of the identified risks, opportunities and mitigating measures | 5 |
| **2. Quality Team Lead** | | **15** |
| | Level of seniority and depth of experience | |
| | Level of experience with implementing water-infrastructure planning projects as leading manager | |
| | Level of experience with the development of flood management projects/programs | |
| | Level of experience with handling institutional complexity at local and national level | |
| | Level of experience in Indonesia | |
| | Level of Bahasa Indonesia | |

| | | |
|---|---|---|
| **3. Quality Key Experts (4.5 points attainable per KE)** | | **27** |
| *x 6* | Education and training | |
| | Experience, knowledge and regional expertise | |
| | Language aptitude (English and Bahasa Indonesia as indicated) | |
| **4. Quality Additional Experts** | | **5** |
| | Composition of additional experts team (all topics are represented) | |
| | Team has demonstrable and relevant theoretical and practical experience in their field of expertise | |
| **5. Diversity of Consultants Team** (preferably 50% Indonesian and 30% women) | | **3** |
| **6. Price & rates** | | **10** |
| | Total price | 10 |
| | **GRAND TOTAL** | **100** |

Table 4 - Points breakdown per sub-criterion

The Bid with the highest score, based on the sum of the points obtained for the qualitative and price related criteria will be selected (best price-quality ratio).

### 5.1 Qualitative criteria

Total points for the sum of the 3 qualitative criteria : **90 pts**

#### *5.1.1 Award criteria relating to the proposed approach and workplan*

The assessment of the quality of the proposed approach will be based on the extent to which the objectives and tasks of the D2B study have been taken into account in the Bid, the description of the expected results, the management of the project with a particular focus on the study of risks and mitigation measures, the extent to which stakeholders are invited to participate and the planning of activities.

In line with RS1, up to a maximum of **40 points** will be awarded for the proposed approach according to the following table.

| Max. 40 points | Assessment aspects |
|---|---|
| 25 | Quality of the proposed approach (including outline plan for Phase 2), project management, staffing (incl. backstopping), planning and methodology aimed at achieving the objectives, tasks and deliverables presented in the ToR (Appendix B). The bid should clearly describe how the Contractor expects to conduct the assignment through the efficient application of international and national resources and describe the quality control of services delivered (expert days are indicated in Annex 2, Sheet 3 'Technical Bid'). |
| 10 | Quality of effective stakeholder management. The Contractor is requested to describe in a structured manner (linked to the aforementioned assessment aspects), how they will ensure and/or secure the involvement of, cooperation with, knowledge transfer to and provision of support to the key project stakeholders throughout the duration of the assignment (Competent Authority, Project Coordination Team, local stakeholders and population). |
| 5 | Quality of the identified risks and opportunities that can impact the planned implementation of the assignment. The Contractor is requested to categorize the identified risks and opportunities and provide a clear explanation of how these will be managed/mitigated and how this has been included in the Bid. |

### *5.1.2 Award criteria relating to the quality of the Team Lead*

The tables below specify the assessment aspects and preferred profile sought for the Team Leader. Please deliver the CV using the format in Annex 4 (max 5 pages).

| **Max. 15 points** | **Assessment aspects** |
|---|---|
| *The Team Lead will be assessed as follows and in accordance with the specified profile sought:* | |
| | Level of seniority and depth of experience (overseeing multi-disciplinary teams, including disciplines such as engineering, hydrology, spatial planning, stakeholder involvement, economic and financial analyses and environmental and social due diligence) |
| | Level of experience with implementing water-infrastructure planning projects as leading manager (including project planning procedures, economic analyses, ToC and Logical Frameworks) |
| | Level of experience with the development of flood management projects/programs (including risk management, and environmental and social due diligence) |
| | Level of experience with handling institutional complexity at local and national level |
| | Level of experience in Indonesia |
| | Level of Bahasa Indonesia |

| **Team lead (KE1)** | **Senior International Water Resources Management Expert** |
|---|---|
| Education and Training | • University degree in integrated water management, or a relevant, directly related discipline or equivalent;<br>• Additional training(s) on the management of projects/programs. |
| Experience and knowledge | • Senior expert with 15 years of direct experience with implementing projects in developing countries;<br>• 10 years of experience with leading complicated water resources management programs/projects, including urban flood management and polders;<br>• Extensive experience with managing large teams of international and local experts in the context of IWRM, spatial- and/or master-planning;<br>• Understanding of institutional mechanisms and experience working on governance and institutional issues with stakeholders at local, provincial and central levels;<br>• Proven coaching, communication and writing skills;<br>• Substantial and relevant experience in Indonesia;<br>• Knowledge of Bahasa Indonesia at least at intermediate level. |

### *5.1.3 Award criteria relating to the quality of the Key Experts*

The tables below specify the assessment aspects and preferred profiles sought for the Key Experts. Please deliver the CV's using the format in Annex 4 (max 5 pages per CV).

| **Max. 27 points (4.5 per KE)** | **Assessment aspects** |
|---|---|
| *Each key expert will be assessed as follows and in accordance with the specified profile sought:* | |
| | Education and training meet profile specifications |
| | Experience, knowledge and regional expertise (with urban flood management projects/programs) meets profile specifications |
| | Language aptitude |

| Key Expert 2 | Dep. Team Lead, Hydraulic or IWRM Expert |
|---|---|
| Education and Training | • University degree in Hydraulics, Water Management or a relevant, directly related discipline, or equivalent;<br>• Additional training in (co-)managing urban water projects/programs. |
| Experience and knowledge | • Senior expert with 15 years of direct experience with complicated water resources management projects in Indonesia;<br>• 10 years of hands-on experience with (co-)managing complicated water resources management projects in Indonesia;<br>• Experience with spatial- and/or master-planning;<br>• Demonstrated knowledge of Indonesian infrastructure procurement procedures;<br>• Substantial experience with working in international teams; |
| Language | • Fluent in Bahasa Indonesia;<br>• English at B2 level. |
| **Key Expert 3** | **Senior flood management expert** |
| Education and Training | • University degree in Hydraulics, Water Management or a relevant, directly related discipline, or equivalent.<br>• Additional experience in the context of urban flood management. |
| Experience and knowledge | • Senior expert with 10 years of direct experience with implementing projects in developing countries;<br>• 7 years of relevant international working experience with urban flood management (hard and soft components);<br>• Relevant experience with polder management;<br>• Experience with spatial- and/or master-planning;<br>• Substantial and relevant experience in South-East Asia;<br>• Work experience in Indonesia is an asset. |
| Language | • English at B2 level,<br>• Knowledge of Bahasa Indonesia is an asset. |
| **Key Expert 4** | **Senior Hydraulic Engineer / Hydraulic modeller** |
| Education and Training | • University degree in Hydraulics, Water Management or a relevant, directly related discipline, or equivalent;<br>• Additional experience in the context of urban flood management. |
| Experience and knowledge | • Senior expert with 10 years of direct experience with implementing projects in developing countries;<br>• 7 years of relevant international working experience with surface water modelling in relation to urban flood management;<br>• Relevant experience with hydraulic concepts for polders;<br>• Experience with spatial- and/or master-planning;<br>• Substantial and relevant experience in South-East Asia;<br>• Work experience in Indonesia is an asset. |
| Language | • English at B2 level,<br>• Knowledge of Bahasa Indonesia is an asset. |
| **Key Expert 5** | **Senior Construction Design Expert** |
| Education and Training | • University degree in Civil Construction/Engineering or a relevant, directly related discipline, or equivalent;<br>• Additional experience in the context of urban flood management. |

| | |
|---|---|
| Experience and knowledge | • Senior expert with 10 years of direct experience with implementing projects in developing countries;<br>• 7 years of relevant international working experience with construction design and engineering in relation to water infrastructure;<br>• Professional experience spanning the engineering field from problem assessment to design, implementation and operation & maintenance;<br>• Substantial experience with working in international teams;<br>• Substantial and relevant experience in South-East Asia;<br>• Professional experience with tender preparation for works;<br>• Work experience in Indonesia is an asset. |
| Language | • English at B2 level,<br>• Knowledge of Bahasa Indonesia is an asset. |
| **Key Expert 6** | **Senior Environmental and Social Expert** |
| Education and Training | • University degree in environmental engineering or equivalent, or a relevant, directly related discipline, or equivalent. |
| Experience and knowledge | • 7 years of proven experience in managing and conducting ESIA and ESM(M)P in accordance with the IFC PS or equivalent in developing countries; including proven experience in conducting ESIA and ESM(M)P in South-East Asia, preferably in Indonesia (AMDAL);<br>• 7 years of experience with government and donor agency supported public infrastructure development projects;<br>• 7 years of experience in developing and implementing monitoring and evaluation plans and matrices for government and donor agency supported projects.<br>• First-hand experience in working with and within the institutional set-up of Indonesia;<br>• Substantial experience with working in international teams;<br>• Proven communication and writing skills;<br>• Experience working in the water sector and / or the urban planning sector is an asset; |
| Language | • Fluent in Bahasa Indonesia;<br>• English at B2 level. |
| **Key Expert 7** | **Senior Institutional Expert** |
| Education and Training | • University degree in Institutional Development, Social Sciences, Business Management or a relevant, directly related discipline, or equivalent. |
| Experience and knowledge | • Senior expert with 10 years of relevant experience with complicated water resources management projects in Indonesia;<br>• Familiar with spatial- and/or master-planning;<br>• Hands-on experience in interactive planning processes and in consultation processes;<br>• Experience in stakeholder mapping;<br>• Substantial experience with working in international teams; |
| Language | • Fluent in Bahasa Indonesia;<br>• English at B2 level. |

### *5.1.4 Award criteria relating to the quality of the Additional Experts*

The core team will be complemented by **additional experts.** The tables below specify the profiles sought for the additional experts. Please deliver a bio of max 0,5 page per additional expert in Annex 6. Note that upon submission of the full workplan for Phase 2 (at the start of that phase), the CVs of the proposed team (including additional experts) will be requested.

| Max. 5 points | Assessment aspects |
|---|---|
| | Composition of additional experts team (all topics are covered) |
| | Team has demonstrable and relevant theoretical and practical experience in their field of expertise |

| Additional Experts | Assessment criteria |
|---|---|
| **Economic and Financial Specialist** | • A university degree in business administration, finance, economics or equivalent;<br>• 5 years of experience in financial modelling (cash flow modelling) and cost-benefit analysis;<br>• Proven experience in large infrastructure projects South-East Asia, preferably in Indonesia;<br>• Proven track record of 7 years with and access to International Financial Institutions, Commercial Banks and Export Credit Agencies;<br>• English at B2 level;<br>• Work experience in Indonesia and mastering Bahasa Indonesia are assets. |
| **Monitoring & Evaluation Specialist** | • A university degree in International Development, Economics, Statistics or relevant field;<br>• 5 years of experience developing monitoring and evaluation systems;<br>• Ability to write concise and clear reports;<br>• English at B2 level;<br>• Work experience in Indonesia and mastering Bahasa Indonesia are assets. |
| **Institutional Specialist** | • A university degree in Social Sciences, Politics, Business Management or relevant field;<br>• 5 years of experience in interactive planning processes and in consultation processes;<br>• Experience in stakeholder mapping;<br>• Fluent in Indonesian;<br>• English at B2 level;<br>• Work experience in Indonesia is a must. |
| **Procurement/ FIDIC Specialist** | • A university degree in economics, business administration or equivalent;<br>• 7 years of experience in preparing tender documents under the standard contract conditions of FIDIC, the World Bank, or equivalent;<br>• Able to take into account Indonesia's national regulations for public procurement;<br>• English at B2 level;<br>• Work experience in Indonesia and mastering Bahasa Indonesia are assets. |
| **Environmental and/or Social Specialist** | • A university degree in environmental engineering or equivalent, or a relevant, directly related discipline or equivalent;<br>• 5 years of experience in ESG planning and implementation of large infrastructure investment activities;<br>• Hands-on experience in applying IFC-standard due diligence processes, from screening and scoping to implementation of management plans and resettlement; |

| | |
|---|---|
| | • First-hand experience in working with and within the institutional set-up of Indonesia (AMDAL);<br>• English at B2 level;<br>• Work experience in Indonesia and mastering Bahasa Indonesia are assets. |
| **Flood management expert** | • University degree in Hydraulics, Water Management or a relevant, directly related discipline or equivalent;<br>• 5 years of relevant experience with complicated water resources management projects in Indonesia;<br>• Familiar with spatial- and/or master-planning;<br>• Substantial experience with working in international teams;<br>• English at B2 level;<br>• Work experience in Indonesia and mastering Bahasa Indonesia are assets. |

#### *5.1.5 Award criteria relating to diversity & gender*

| Max. 3 points | Assessment aspects |
|---|---|
| 3 | The consultant team is preferably composed of 50% Indonesian nationals and 30% women. |

### 5.2 Offer related criteria

| Max. 10 points | Assessment aspects |
|---|---|
| 10 | Total price of the offer, excluding VAT. |

Points will be awarded for the total price offered in the bid (excluding VAT) up to a maximum of **10 points**.

Using Annex 2, Price summary, rates, days, the Contractor will present a specification of the prices/rates offered which would enable the full execution of the assignment in accordance with all the requirements and within the expected contract period. The Contractor must also provide the specification of the proposed dedicated time for each expert on the assignment.

We will assume that your services for the price quoted meet all the Requirements set out in this Request for Proposals and the accompanying Appendices.

## 6. Assessment of the award criteria

This section clarifies how the Contracting Authority will assess the Contractor's Proposal. Does the Proposal meet all the requirements? If so, the content will be evaluated by an Assessment Team in terms of the sub-award criteria and assigned a score.

### 6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Contracting Authority will check that:

1. all required documents have been provided (see the checklist on page 2);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Contracting Authority;
3. no provisions have been made by the Contractor (e.g. specifying that the Contractor's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do not comply will be excluded from further participation in the tendering process.

Finally, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in section 5.

### 6.2 The Assessment team

The assessment of the criteria for each Tender will be carried out by an Assessment Team consisting of at least three subject-matter experts. The Assessment Team has the necessary expertise to evaluate the Tenders. The assessment of the responses is entirely and exclusively at the discretion of the Assessment Team. The names of the evaluators will not be disclosed externally by Invest International.

### 6.3 Assessment of award criteria in relation to quality

The Weighted Points assessment method will be used for this Tender procedure. If the Bid meets all the requirements, the Assessment Team will assess the content of the Bid and assign a score for each award criterion. The maximum number of points for each award criterion are described in Section 5. The Assessment Team will use the following scale to assess each award criterion:

| Assessment description | Scoring scale |
|---|---|
| **Excellent**, exceeds expectations<br>Responses are of high quality, exceeding the specifications and objectives of the criterion, and demonstrate added value or innovations. | 100% |
| **Good**,<br>Responses fully meet the specifications and objectives of the criterion, and are comprehensive in terms of detail and relevance to the criterion. | 80% |
| **Satisfactory**,<br>Responses meet the specifications and objectives of the criterion, with acceptable level of detail, accuracy and relevance, but fails/are unclear in some areas. | 60% |
| **Fair**, not completely satisfactory<br>Responses do not fully meet the specifications and objectives of the criterion, and only partially address the criterion, information is limited, or inadequate. | 40% |
| **Poor**, insufficient<br>Responses are insufficient and do not meet the specifications and objectives of the criterion. Detail provided is inadequate, or not directly relevant to the criterion. | 20% |
| **Fail**, no answer provided<br>Responses are significantly deficient, or no response was provided. | 0% |

The scores are determined in this way:
- First, each member of the Assessment Team will individually assess the tenders and give an assessment and score for each criterion (or sub-criterion where relevant);
- The Assessment Team will then meet for a plenary session to discuss the scores and findings. During this plenary session, the assessors will arrive at a joint (consensus-based) final assessment, score and justification thereof..
- When all criteria have been assessed, a total score per Tender will follow.

### 6.4 Assessment of award criteria in relation to prices/rates

The Contracting Authority has agreed on a total maximum contract value of **€ 950,000.- inclusive of VAT.** The Contractor is expected to submit the price offer in line with section 4.5.

The price will be assessed using the absolute assessment method 'weighted points method' as indicated in the formula below. In this method, the offered price is converted into a score. For the conversion of the award criterion "price" to points, a linear function is chosen. The minimum to maximum price range for this assignment is indicated below.

Offers with a price at the stated maximum of € 950.000 (EUR, inclusive of VAT) will be given 0 points. Offers with a price at € 850,000.- (inclusive of VAT) will get 10 points.

**<u>The formula used to determine each Contractor's score is as follows:</u>**
= ((0 - Maximum number of points) / (Maximum Price - Minimum Price)) * (Offer Price - Maximum Price)

Maximum number of points to be scored = 10

Offer price refers to the total price excl. VAT of all non-optional deliverables
Maximum price is set at € 950,000.-
Minimum price is set at € 850,000.-

**Example calculation:**
Contractor submits an offer of EUR 876.543.
Score will then be calculated as: ((0 - 10) / (950.000 – 850.000)) * (876.543 – 950.000) = 7,35 points (rounded off to 2 decimal places)

*6.4.1 Manipulative or abnormally low offer*
If we suspect a manipulative Tender, we may conduct a further investigation. For example, a combination of very low prices (at high weighting factors) and very high prices (at low weighting factors) may be grounds for further investigation.

If a Contractor submits a Tender that is abnormal, we will ask the Contractor to explain the proposed price or costs. This might result in a Tender to be deemed invalid, for example, if the low level of proposed prices or costs cannot be properly substantiated. Tenders may also be deemed invalid if the Contractor includes no value or a negative value on the price quote form in Annex 2.

Prices, discounts, conditions or other information that is not requested will not be taken into account in the assessment.

### 6.5 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.
The Contractor's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined.

If two or more Contractors have an equal definitive total score that would result in the Contracting Authority having to award the Contract to more parties than is desired, then the Contracting Authority will award the Contract to the Contractor with the highest final score for 5.1.1, the proposed approach and workplan. In the event that the highest scoring Contractors also achieve an equal score for this criteria, then determination of the Contractor to which the Contract will be awarded will be made by drawing lots.

### 6.6 Assessment of evidence

All factual information provided in support of the suitability in meeting the set criteria can be verified by Invest International prior to contract signature. The Contracting Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender. Following Invest International's request, the Contractor must provide the requested information within 5 working days.

### 6.7 Announcement of the award of the Contract

All Contractors will receive a message simultaneously that announces the award of the Contract and substantiates its decision.

The Award Decision will be announced via the message module in TenderNed. The Award Decision will contain the following information:
- To whom Invest International wishes to award the Contract;

- The Contractor's score with justification per criterion (or sub-criterion where relevant);
- The score per criterion (or sub-criterion where relevant) of the party to whom Invest International wishes to award the Contract
- A description of the standstill period. This is the period during which the Contractor can still lodge an objection to the Award Decision.

The Contractor who receives a positive Award Decision can be expected to be awarded the Contract, in principle. However, the communication of the Award Decision is not an acceptance of the Tender. As such, no rights and/or compensation entitlements can be derived by the Contractor from a positive Award Decision. The winning Contractor will be entitled to execute the Assignment only upon Contract Signing.

Invest International will not disclose certain information with the Award Decision if disclosure of that information:

- Could be in conflict with any legal requirement;
- Could be contrary to the public interest;
- Could harm the legitimate commercial interests of the Contractors;
- Could be detrimental to fair competition between the Contractors.

### 6.8 Standstill period

All Contractors and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted.

Before raising an objection, it is highly advisable for the Contractor to get in touch with the Contact Person to discuss their objection. In the event a Contractor applies for a preliminary injunction, it is kindly requested that they send a copy of the summons to the Contracting Authority.

On the grounds of Section 2.129 of the Public Procurement Act, the award of the Contract does not yet mean the Contractor's Tender has been accepted. For the 20 calendar days subsequent to the digital notification of the award of the Contract, the Contracting Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision-making by the Contracting Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Contracting Authority will notify the Contractor of this fact. The Contractor must ensure that their Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

<u>Interest in relation to the judgement</u>
Contractors who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Contractor cannot initiate separate proceedings or other judicial proceedings.

# 7. Submission procedure for Tenders

## 7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Contractor explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that they will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Contractor confirms that they will comply with all of the specified prices and rates. Failing to comply with one or more requirements will result in the Tender being disqualified from the assessment process and therefore excluded from the tendering process.

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Contracting authority can set aside the Tender and exclude the Contractor from further participation in this tender procedure.

## 7.2 Form Requirements Tender

Only registrations that meet the following requirements will be considered:

- Apply the Tender on time; The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) and it is a final deadline;
- Provide all the requested information. The Contractor may be excluded from participation if the questions and/or annexes are incomplete or incorrectly answered;
- Tenders which are subject to conditions or reservations will be declared invalid and set aside.
- Submit the Tender, including attachments and further clarifications, by e-mail via TenderNed.
- Use the formats in this Tender Document and its Annexes. The Contractor should not alter the fixed text of these formats;
- The completed files are sent unsecured and in an unaltered format.
    - Pdf is allowed, but only if the editable formats are available upon request.
- Form requirements:
    - Font Arial 9 pt. (or similar);
    - Line spacing of at least 1.15;
    - The stated number of A4 pages includes any attachments, unless specifically stated otherwise;
    - References to links will be taken note of, but will not be assessed;
    - Relevant drawings, graphs, etc. should be placed on the indicated number of A4 pages;
    - All pages exceeding the maximum number will not be included in the assessment.
- The proposal must be signed by a legally authorised person, who is named in the Contractor's extract from the Chamber of Commerce (Annex 7).
- By participating in this tender procedure, the Contractor agrees without any reservation to the principles, conditions and requirements as stated in this Tender Document and its annexes.

Invest International reserves the right not to consider Tenders which are received after the submission date or which do not comply with the above-mentioned requirements. In such case, there is no chance of the Contractor being awarded the contract.

## 7.3 Language

During the tendering process, communication with the Contracting Authority can be conducted in English. The Tender and questions about the Tender must be submitted in English.

All additional documents (such as informational materials etc.) must also be provided in English.

### 7.4 Submission of a Tender via TenderNed

Invest International has chosen to let the tender take place via the online tendering platform TenderNed and also make an announcement on DG Market with a reference to TenderNed. The Contractor can create an account free of charge on TenderNed. More information can be found at https://hub.TenderNed.com/registration.

If the Contractor is not tendering via TenderNed, then their Tender will be declared invalid unless they have reported to the Contact Person for this tendering procedure in advance and received permission to use a different delivery method.

TenderNed is ISO 27001 compliant. This ISO standard is a standard for information security. The standard specifies requirements for establishing, implementing, verifying, maintaining and improving a documented Information Security Management System (ISMS) in the context of general business risks. For more information, see www.TenderNedsolution.nl.

The Contractor is responsible for setting up and managing authorisations in TenderNed so that they can respond to Tender Requests in a timely manner. Invest International is not liable:

- for failures of TenderNed; In the event the Contractor experiences any functional or technical issues or questions regarding submission of their Tender via TenderNed, they can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 (for free). Calling from abroad? +31 70 379 88 99. Or via servicedesk@tenderned.nl.
- if requests do not reach the correct contact person in the Contractor's organisation, for example because the necessary authorisations are not granted within TenderNed;
- if the e-mail notifications from TenderNed are not allowed by the Contractor's e-mail security system (firewall, spam filters). The Contractor is responsible for this so make sure to always receive e-mails from the sender: info@TenderNed.nl.

### 7.5 Validity of the Quotation

The Tender must be valid for at least four months after the deadline for submitting the Tenders. The validity of the Contractor's Registration will continue at least until the intended Service Agreement has been signed and until that date it has the character of an irrevocable offer. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the Award Decision, then the Contractors must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

### 7.6 Parent/Holding company

If the Contractor uses the data and resources of a Parent/Holding company for the purpose of registration, they must enclose a statement from the parent company showing that the parent company unconditionally guarantees the obligations to be assumed by the subsidiary and is also able to meet the requirements set.

### 7.7 Submission of a Tender in collaboration with other organisations

If the Contractor cannot carry out the assignment independently, they can set up a collaboration with other organisations.

There are two ways in which the Contractor can submit a Tender in collaboration:

1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

#### *7.7.1 Tendering as a consortium*

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document').
- Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', the consortium must indicate who is in charge (who is lead manager) and who will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a Tender together with subcontractors' in the eventuality that subcontractors <u>are</u> obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

#### *7.7.2 Submitting a Tender as a principal contractor together with subcontractors*

If the principal contractor *<u>does</u>* rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then:

- the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.
- The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which they have hired the subcontractor(s).
- All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.
- Upon the award of the Contract, the Contracting authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information: the name, contact details and legal representatives of the subcontractor(s) that will be involved in the execution of the provision of the services.

If a Tender is submitted by a principal contractor that does *<u>not</u>* rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

#### *7.7.3 Merger of Entrepreneur*

If, during this tendering procedure, the Contractor merges with another party or has merger plans, this must be reported via TenderNed.

#### *7.7.4 Single Tender*

All natural persons, legal entities and organisations may only submit one (1) single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

Contractors who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Contractor in question agrees to this condition.

### 7.8 Intellectual Property

This Tender Document and its content remain the property of Invest International. The Contractor may only use this Tender Document with its appendices and any other information they received or will receive in the context of the Tender Application for the purpose of submitting a Tender.

By participating in this tendering procedure, the Contractor declares that they agree with this provision and also declare that they will only use and share the Tender Document with the Appendices and all other information they received or will receive in connection with the Tender Application with other people for the purpose of submitting a Tender.

As stated in ARVODI-2018, Invest International will acquire the Intellectual Property rights of the deliverables, including underlying datasets and analyses, and finally these will be transferred to PUPR and the City of Semarang.

In the event that the Contractor's organisation decides not to submit a Tender, the provisions of this section will apply in full. In that case the Contractor's organisation must destroy this Tender Document with its annexes and all other information received in the context of this Tender Document. The provisions of this section also apply if Invest International decides to discontinue this tendering procedure.

### 7.9 Termination of tendering process

Until the moment that the Contract is signed, the Contracting authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Contractors will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

### 7.10 No reimbursement of costs of submitting a Tender

The Contracting authority will not reimburse any Contractors for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Contractor.

### 7.11 Complaints procedure

If a Contractor disputes a response given by the Contracting authority to a question, request, comment or objection from the Contractor, or if the Contractor receives no response, then they can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' Appendix E.

A Contractor can file a complaint if they believe that:
- Invest International has not complied with the procedure described;
- They are being discriminated against or treated unequally by Invest International.

In these instances, the Contractor is invited to submit a complaint by e-mail to: grievances@investinternational.nl, indicating clearly what the complaint is about. A complaint is meant to indicate that the Contractor does not agree with the course of events during this Tender procedure; it should not be used to ask for more information.

If a Contractor submits a complaint, the Quotation process usually continues as usual. Invest International will only halt this Quotation procedure if deemed necessary.

### 7.12 Violation of procurement law and restriction of fair competition

Any Contractor whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Contractors. Prior to making the decision to exclude the Contractor in question, the Contracting authority will notify the Contractor of this intention, at which point the Contractor will be given the opportunity to demonstrate to the Contracting authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting a Tender, the Contractor declares their awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Contracting authority can use all resources at its disposal to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

Dutch law is applicable to this Request for Proposals.

## Appendix A: Definition of Terms

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| **Competent Authority** | City of Semarang |
| **Contract** | The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded. |
| **Contracting Authority** | Invest International Public Programmes B.V. |
| **Contractor** | The Contractor with whom the Contracting Authority concludes the Contract. |
| **D2B Programme** | Develop to Build (D2B), program is administered by Invest International Public Programmes B.V., on behalf of the Ministry of Foreign Affairs of the Netherlands, aimed at promoting inclusive economic growth by means of supporting and financing feasibility studies for public infrastructure in developing countries. |
| **D2B Study** | The full set of tasks and services requested in this Tender document. |
| **DRIVE** | Development Related Infrastructure Investment Vehicle program is administered by Invest International Public Programmes B.V., on behalf of the Ministry of Foreign Affairs of the Netherlands, aimed at facilitating investments in infrastructural projects that contribute towards a good business climate and entrepreneurship in the priority sectors: water, climate, food security, and sexual and reproductive health and rights (SRHR). |
| **Exclusion Ground** | A circumstance applicable to the Contractor or a person affiliated with the Contractor that results in exclusion of the Contractor from participating in the tendering process. |
| **General Terms and Conditions** | Invest International Public Programmes B.V. has declared these conditions applicable: General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten).* See Appendix D. |
| **Memorandum of Information** | A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed. |
| **Most Economically Advantageous Tender** | The Tender that achieves the highest definitive total score based on the best price-quality ratio. |
| **Public Procurement** | The Public Procurement Act 2012 (*Aanbestedingswet 2012*) |
| **RVO** | RVO is the Dutch abbreviation of the Netherlands Enterprise Agency. As of 1 October 2021, the execution of the D2B and DRIVE programmes have been transferred from the Netherlands Enterprise Agency (“RVO”) to Invest International Public Programmes B.V., as per the Ministerial decision Nr. 41799 of 17 September 2021 in the “Staatscourant”). Thus, wherever the Netherlands Enterprise Agency or |

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| | RVO is mentioned in this document inclusive alle annexes, it should read “Invest International Public Programmes B.V.” |
| **Suitability Requirements** | The requirements with which Contractors must comply in order to be eligible to win the Tender. |
| **Tender** | A quotation submitted by the Contractor in response to this Tender Document. |
| **Tender Document** | This document and all of its annexes. |
| **Uniform Single Procurement Document** | A statement in which the Contractor declares their compliance with the requirements specified in this document. |