



Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement services “Welang River Basin
Transformation by Participatory Design in
Indonesia”**

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Contents

Definition of terms.....	5
1. Introduction	6
1.1 Tendering Authority and IUC-EZK	6
1.2 Reason for this invitation to tender	6
1.3 Time schedule	6
2. Description of assignment	8
2.2 Description and objective of the assignment	8
2.2.1 Introduction	8
2.2.2 Background project area and challenges Welang River Basin	8
2.2.3 Cohesion phase 1 and phase 2 and principles and conditions phase 2	10
2.2.4 Project scope and objectives	12
2.2.5 Expected deliverables and results.....	12
2.2.6 Planning and Inception Phase.....	18
2.2.7 Project organization.....	19
2.3 Lots.....	22
2.4 Contract Period	22
2.5 Scope of the assignment.....	22
3. Requirements to this assignment	23
3.1 Requirements relating to the services requested.....	23
3.2 Requirements relating to external communication.....	24
3.3 Requirements relating to Project Leader.....	24
3.4 Requirements relating to Project Team.....	25
3.5 Requirements relating to the prices/rates.....	26
3.6 Tax-related requirements	26
3.7 Invoicing requirements	27
4. Requirements concerning the Tenderer	28
4.1 Introduction	28
4.2 Exclusion Grounds.....	28
4.3 Suitability Requirements.....	28
4.3.1 <i>Financial and economic standing</i>	29
4.3.2 <i>Reference data (technical qualifications)</i>	29
4.4 Professional/trade register extract.....	30
5. Award criteria and assessment	31
5.1 Introduction	31
5.2 Quality criteria	31
5.2.1 Award criteria relating to the Project Leader	31

5.2.2	Award criteria relating to the Team.....	31
5.2.3	Project Approach	32
5.3	Assessment method for qualitative award criteria	32
5.4	Assessment of preferences in relation to prices/rates.....	33
6.	Assessment of the Tender	34
6.1	Assessment of the Tender's completeness and legal validity	34
6.2	Assessment of requirements relating to the assignment	34
6.3	Assessment of award criteria relating to the assignment	34
6.4	Determination of definitive total score	34
6.5	Assessment of evidence.....	34
7.	Submission procedure for Tenders.....	36
7.1	Statement of agreement.....	36
7.2	Schedule.....	36
7.3	General procedure	36
7.3.1	<i>Communication</i>	36
7.3.2	<i>eHerkenning</i>	36
7.3.3	<i>Questions and additional information/changes</i>	37
7.3.4	<i>Validity period and submission of Tender</i>	37
7.3.5	<i>Variants on Tender</i>	37
7.3.6	<i>Costs of submitting a Tender</i>	37
7.3.7	<i>Termination of tendering process</i>	37
7.3.8	<i>Order of precedence of documents</i>	37
7.3.9	<i>Information about the Tenderer's obligations</i>	37
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	38
7.3.11	<i>Inconsistencies and objections</i>	38
7.3.12	<i>Complaints procedure</i>	38
7.3.13	<i>Dispute resolution</i>	38
7.3.14	<i>Submission of the Tender</i>	38
7.3.15	<i>Structure and content of the Tender</i>	39
7.3.16	<i>Legally binding signature</i>	39
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	40
7.3.18	<i>Single Tender</i>	41
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	41
7.3.20	<i>Communication and language</i>	41
7.3.21	<i>General terms and conditions</i>	41
7.3.22	<i>Contract conditions</i>	41
7.3.23	<i>Explanation and verification of the Tender</i>	42

7.3.24	<i>Request for supplementary information concerning the Tender</i>	42
7.3.25	<i>Announcement of the award of the Contract</i>	42
Annexes.....		43

Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
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.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the service River Basin Transformation by Participatory Design.

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

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO)

IUC-EZK will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

The Netherlands is internationally well-known for its expertise on water management, which is therefore one of the cornerstones of the bilateral relationships the Netherlands maintains. Through the Netherlands International Water Ambition (NIWA), more intense relationships with other countries are aimed for, which are fostered through strategic partnerships with seven so-called delta countries. Indonesia is one of them. The ultimate aim is to increase water security and water safety in the world of humans, plants and animals, and to optimize the Dutch contribution to this aim.

This assignment is requested by and formulated in close consultation with the Government of the East Java Province (EJP) and the Indonesian Ministry of Public Works and Housing (PUPR), within the framework of the Memorandum of Understanding (MoU) Water. This assignment is financed through the program Partners for Water 5, executed by the Netherlands Enterprise Agency (RVO), part of the Netherlands Ministry of Economic Affairs and Climate. Partners for Water is commissioned by the Ministry of Infrastructure and Water Management on behalf of the Interdepartmental Water Cluster.

This assignment refers to Phase 2 of ongoing collaboration between EJP and RVO/PfW and builds upon the results and experiences from earlier projects under the Phase 1 of the EJP-PfW collaboration (March 2020 - January 2022).

This assignment is about:

1. A co-creation-design based approach to ensure an inclusive, integral and innovative process for the development of;
2. Draft conceptual designs for three pilot sites that demonstrate actual innovative interventions related to sustainable (water) management of the Welang River catchment and the mitigation of floods and droughts;
3. A road map for implementation;
4. On the job support for EJP and its partners to strengthen inter-governmental cooperation and inclusive policy development and implementation.

1.3 Time schedule

The schedule below applies to this tendering process.

17 March 2023	Issuing of publication, start of tendering period.
6 April 2023, 10:00 AM CEST	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
20 April 2023	Issuing of Memorandum of Information
1 May 2023, 10:00 AM CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.

1 May 2023 up to and including 29 May 2023	Assessment of Tenders.
30 May 2023	Announcement of the award of the Contract.
15 June 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
20 June 2023	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
23 June 2023	Starting date of Contract.

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

2. Description of assignment

2.2 Description and objective of the assignment

2.2.1 Introduction

Indonesia – Netherlands Bilateral Water Cooperation

The Government of the Netherlands (GON) on behalf of the Ministry of Infrastructure and Water Management and the Government of Indonesia (GoI) on behalf of its Ministry of Public Works and Housing (PUPR) have a long-lasting cooperation on water. This is secured in the Memorandum of Understanding 2022-2026 "Concerning Cooperation in the Field of Water", signed by the Minister of Public Works and Housing of the Republic of Indonesia and the Minister of Infrastructure and Water Management of the Netherlands on the 3th of June, 2022.

The five main themes in the bilateral cooperation are: 1) Resilient cities, 2) Integrated Water Resource Management (including River Basin Management) 3) Water Governance 4) Smart Water and 5) Water for Food / Lowland development.

East Java focus

In 2019, East Java Province (EJP) reached out to the Ministry of Infrastructure and Water Management to cooperate in the fields of river basin management with a focus on flood management of the Welang River). EJP requested specifically support to address the most urgent problems in the Welang River being the mitigation of floods, water allocation and interrelated issues applying Integrated River Basin Management methodologies and 'Nature Based Solutions'. In March 2020 the Joint Steering Committee agreed upon this and as a result, the project "Welang River Basin Flood Management and Master Plan" was developed and implemented in the period November 2020-March 2022. In addition to the master plan, two projects have been conducted focusing on the Welang River Basin; the Indonesian Healthy River Challenge and a Nuffic Tailor Made training and capacity building program. Information about these three projects is available in annex 7. The East Java Province and the Partners for Water program have a joint ambition to continue the cooperation, which will focus on the following three identified priorities:

1. **Welang Phase 2 River edge development and upstream conservation using an approach inspired by *Water as Leverage*** (see annex 7 for a short description).
2. Restoration of the Kalimas River in the Old Town of Surabaya.
3. Nature Based Solutions for revitalization of the traditional fishponds in Sidoarjo and Gresik.

This assignment is about priority one.

2.2.2 Background project area and challenges Welang River Basin

Background project area

East Java Province covers an area of 47,800 km². Over 37,476,757 people (2010 census) reside in the East Java Province, with latest official estimates (mid 2019) indicating 39,744,800 inhabitants, making East Java Indonesia's second-most-populous province. The province administratively consists of 38 cities and regencies, 666 districts and 8501 villages or sub-districts.

The climate is tropical, with two seasons per year. The temperature is ranging from 20,4 to 35,6 Celsius with a sunlight density less than 70% from December until April, and >80% from May until November. Rainfall distribution in the basin is typical tropical. Annual rainfall ranges from 1545 mm to 2511 mm, with an annual 2000 mm and 100 rain days on average and a distinct dry (May - October) and wet season (November – April).

The Welang river catchment is part of the Welang - Rejoso river basin unit (*Satuan Wilayah Sungai—SWS*). The Welang watershed area, from upstream to downstream, is 498 km², with the main river length of 40.6 km. The river originates in the area of Lawang (Malang Regency, Spring Kabyakan) and collects surface water and groundwater in the area of the volcanoes Arjuna (+3,200m) and Bromo (+2.400m). The Welang river drains into the Madura Strait in the Porong river estuary. Rainwater in the Lawang area takes 3-4 hours to reach Kraton Pasuruan near the

coast. Administratively the Welang river catchment is located in Malang Regency (Kabupaten Malang upstream part), Pasuruan Regency (Kabupaten Pasuruan) and Pasuruan City (middle part and downstream part). Its river mouth is northwest of Pasuruan City in the larger Porong (Brantas) river estuary.

The river is narrow, with an incised river valley for most of its course, and with a maximum width of 25m near the river mouth. Welang river flows in the mid and low section range from <2 m³ per second (in the dry season) to 40-70 m³ per second after heavy rainfall. River flow is primarily dominated by rainfall.

The upstream sections of the catchment consist of steep hills. The Arjuna slopes are largely covered with forests and scattered villages. This area is important for tourism and recreation and many new facilities and infrastructure is being built. Land use on the slopes around Bromo consists of a mix of forests, agro-forestry and agriculture. The midstream section is characterized by an undulating, northward sloping topography dominated by irrigated agriculture and numerous settlements. The downstream section is mostly flat with a maximum elevation of 10m+MSL and is densely populated. Rice paddy fields are gradually being replaced by residential areas and industrial estates. Toll roads traverse the area west – east and north-south and there is a rail network.

Most of the land in the catchment is used for agriculture, including livestock and small-scale fishery. In the coastal area, agriculture is less intensive due to low soil fertility and high soil salinity. There is increasing industrial development in, amongst others, textiles, food processing, rice milling, leather tanneries, light engineering, and ship building.

A majority of the population are smallholder farmers living in smaller settlements. Pasuruan city has approximately 190.000 inhabitants. Lawang, Malang and Pasuruan are the administrative and economic centers; industries are located in the vicinity of Pasuruan and along the main road between Malang and Pasuruan. The people in the Welang river basin rely on groundwater (shallow drilled wells), springs and river water for most of the day-to-day activities.

Challenges

The upstream and downstream subregions are transforming rapidly: the downstream part is becoming fully urbanized and industrialized. This urbanization and industrialisation is also taking shape on the boundary between mid-stream and upstream (along a newly built toll-road). The slopes of the Arjuna volcano are becoming recreational areas, while the slopes of the Bromo are transitioning from traditional, extensive agro-forestry systems to more intensive, commercial agriculture.

Agriculture is moving uphill into steeper slope sections. The agriculture on the steep slopes will sharply increase the erosion and sedimentation rates (of soil materials in the river bed), while mid- and upstream urbanisation and industrialisation will increase the run-off of water, leading to floods downstream.

In most of the mid- and downstream areas, the water infrastructure system (canals, weirs, sluices, etc.) was originally designed for irrigation purposes: the system was designed for providing water to paddy fields for rice production, not to drain water from urban areas or divert flood waters. The size and design of these canals therefore is assumed not be optimal for drainage purposes. Inadequate design may contribute to pluvial flooding. Also decreased capacity and partial blockage of drains with floating waste and due to siltation is a contributing factor.

The high rate of sedimentation in the downstream section of the Welang river is another flood contributing factor. Surveys indicated that the sedimentation rate is almost 10 centimeters per year. Sedimentation changes the profile of the river, reducing the discharge capacity (which leads to higher flood peaks). Over time, river banks also became populated and the floodplain was reduced, which also affected river flow during flood events.

Groundwater, once plentiful in mid and upstream regions, is overexploited and locally already depleted by industrial and residential use. The depletion of groundwater reserves in the river basin by massive groundwater extraction (for domestic, industrial and irrigation purposes) and decreasing groundwater recharge (due to deforestation and land use change), forms a less visible, but equally challenging issue. In the Welang river basin, groundwater surfaces as numerous springs in the transition between the upstream and the mid-stream areas, and this water is used by households and as irrigation water. In the last decade, many springs are drying up, posing

difficulties for communities and farmers who have benefitted from these cheap and good quality water supplies.

As a result conflicts about water resources and water distribution and competing community interests are increasing.

2.2.3 Cohesion phase 1 and phase 2 and principles and conditions phase 2

Results Phase 1 Welang River Basin Flood Management and Master Plan

The Welang River basin Flood Management and Master Plan executed by a NL-Indonesian consortium, addressed many of the issues mentioned above in depth. An extensive description of the Welang basin, including social economic, spatial and environmental characteristics, institutional context and challenges and the problems related to water and river degradation in the Welang basin can be found in the study report "Welang River Basin Flood Management and Master Plan - Baseline assessment Welang: balancing development, and flood resilience" (see annex 7).

Hydrometeorological data and river hydrological dynamics and hydraulic modeling are described in detail in the 2022 baseline chapter of the report.

The Welang River FMMP was unable to deliver a fully developed implementation plan, due to the COVID-19 restrains, a lack of sufficient reliable hydro-meteorological data and the governmental and institutional arrangements within the catchment area. The suggested concrete interventions were found less valid for immediate implementation, due to landownership restrictions and differences in responsibilities between various governmental agencies.

Phase 2 Welang River Basin Transformation by Participatory Design (this assignment)

Despite the difficulties, the need for strong coordination and collaboration between regional, provincial and central governments and the different sectoral agencies (with different spatial responsibilities) was and is deeply acknowledged by EJP. EJP recognizes the importance of undertaking concrete action, even at a smaller scale, to demonstrate the positive effects and impacts of interventions. EJP recognizes the fact that more can be learned in practice (in terms of cooperation, stakeholder participation and sustainable basin management) from actual small-scale implementation than from dialogue alone. This understanding is also reflected in the strong political interest to develop the Welang catchment into an example and inspirational location for sustainable integrated river basin management and a IRBM-reference site with national potential.

Therefore EJP and PfW agreed to focus in phase 2 on:

- Developing three Conceptual Designs with concrete inspirational interventions by applying a co creation & design process in three sections of the Welang basin (upper, mid- and lower basin) targeting the key challenges that characterize these sections; and
- Developing a Road Map for the implementation process of these Conceptual Designs.

Principles and conditions phase 2

Based on outcomes and experiences of Phase 1 and the ambition to move this project to the next level, EJP and PfW have formulated the following principles and conditions for the next phase that should be taken into account by the contractor:

- 1) Build upon the efforts of the basin-wide recommendations from the Phase 1 masterplan and translate those to concrete interventions at three individual locations in the upper, mid- and lower basin.
- 2) Create synergy with previous, ongoing and planned activities by EJP in the Welang basin.
- 3) Include, if possible and appropriate, Nature Based Solutions that are supported by the broader, holistic approach, as formulated in the Integrated River Basin Master Plan developed in phase 1.
- 4) Institutional and legal restrictions for possible implementations are to be avoided by selecting sites under direct responsibility of EJP.
- 5) The to be selected and developed conceptual designs for the three demonstration locations should tackle pressing and immediate concerns: flood prevention in the wet season and water availability in the dry season.
- 6) Integrate measures that support water resources (availability, security, quality) within each location, especially in the middle- and upper catchment.

- 7) Use an innovative, multi-functional approach when focusing on river embankment development and restoration in all (up-, middle- and downstream areas).
- 8) Focus on concept development for real interventions geared towards actual implementation (under EJP responsibility) rather than very creative but unpractical ideas.
- 9) Work via interdisciplinarity teams, stimulating multifunction interventions.
- 10) Apply specifically strong inclusive and participative working methodologies (cross sectoral, governmental, public participation) as proposed interventions should be supported by and benefit the surrounding communities and contribute to improved governmental coordination.
- 11) Pay specific attention to marginalized groups such as women and the next generation experts (youth).
- 12) Ideally, the three locations together contribute to increased public and overall awareness of the value and importance of a sustainable managed Welang river.
- 13) With the overall project being inspirational at the national and international level (ref. Bali World Water Forum 2024).
- 14) Facilitate and support EJP in absorbing (implement, guide, execute) recommendations and results of Phase 1 and 2 efforts by developing an implementation road map.

Inclusive, innovative, integrated and design based approach

- As indicated above EJP supports the idea to apply an inclusive, innovative and integrated approach to arrive at three (real and feasible) conceptual designs tackling pressing and immediate concerns in the three to be selected areas.
RVO foresees a combination of a Water as Leverage and Valuing Water Initiative inspired approach meaning the elements like described below should be embedded in your proposed approach and implementation of the project: Ensure the active involvement of all stakeholders – local communities, the public, private and financial sectors – from the start.
- Make sure values and believes of all stakeholders are represented / included in the developing process of the Conceptual Designs and road map to make sure the decision-making by the mandated authorities will be inclusive.
- Build space for dissent and alternative views and interest and use from the start through implementation and use – not only at project level, but also at the level of the enabling environment (capacity building, technical assistance, awareness raising etc). This so-called 'enabling environment' (support & ownership) is needed to bring the projects to the next stages;
- Promote coalitions, create ownership and enhance institutional and societal capacity in building climate resilient cities and regions;
- Inspire paradigm shifts to change the thinking and the perspective on different processes and funding needed to deal with the complexity of urban and regional challenges.
- Use a design-driven approach with a focus on solutions (preferable Nature Based) to address the challenges of the project area and to create a better living environment for surrounding communities;
- Ensure, bankable project proposals by including the financial sector from the start.

Given this approach it is essential to give Indonesian partners and experts a prominent role in your project approach.

The project intends to facilitate effective and inclusive government decision-making on river basin management, via the public understanding and participation / inclusion of the effected communities. Key in the process is to use the overall societal understanding, valuing and appreciation of the river, it's water and it's functioning within the public- and spatial domain, ranging from values related to water source and irrigation to those in biodiversity, culture, recreation and tourism.

It is hoped that the improved valuing and appreciation of the Welang river will influence societal behavior that can contribute to a more sustainable and healthier river basin environment, less degradation and increased use of the river's benefits.

2.2.4 Project scope and objectives

Overall objective project

The overall objective is to contribute to improved flood safety and to solve other water resources related challenges in the Welang river basin in a way that it will contribute to the well-being of *and* benefit the surrounding communities.

This assignment will make this overall goal concrete by translating and specifying general IWRM and RBM recommendations to conceptual designs for three specific pilot locations. These three pilot locations will demonstrate that the general IWRM/RBM recommendations can be applied, in such a way that:

- they cater to specific immediate and urgent pressures;
- facilitate multiple spatial and hydrological challenges (multi-function) and;
- contribute to a greater societal valuing of the river system as foundation for prosperity and health.

The conceptual designs for these sites will therefore have to be the result of inclusive, participative co-design methodologies to maximize societal involvement and support. The pilot locations should act as inspiration and catalyst for interventions elsewhere in Welang basin, the province of East Java, and elsewhere in Indonesia.

To accomplish that overall goal, the capacity of EJP and its partners needs to be strengthened by supporting them, knowledge transfer and efforts to improve intergovernmental coordination. EJP has expressed that this support is essential to provide them with the knowledge, expertise and tools to manage those inclusive integrated processes process. The focus should be on:

- Strengthening inclusivity: improve the ability to facilitate inclusive and participative policy development.
- Strengthening inter-governmental coordination: improving inter-office coordination and involvement of local governmental agencies (especially Kabupaten Pasuruan, as the main beneficiary).
- Strengthening implementation power: Strengthening EJP's capacity to absorb outcomes and opportunities related to cooperation in IRBM and IWRM and bridge the gap between recommendations and actual implementation of the pilot locations, including financing.

2.2.5 Expected deliverables and results

The project can be divided in four interlinked deliverables that are explained in further detail below:

1. A co-creation & design process;
2. Three conceptual designs for three pilot locations;
3. A road map towards full implementation of the three projects;
4. An EJP on the job support program focusing on government internal and external aspects.

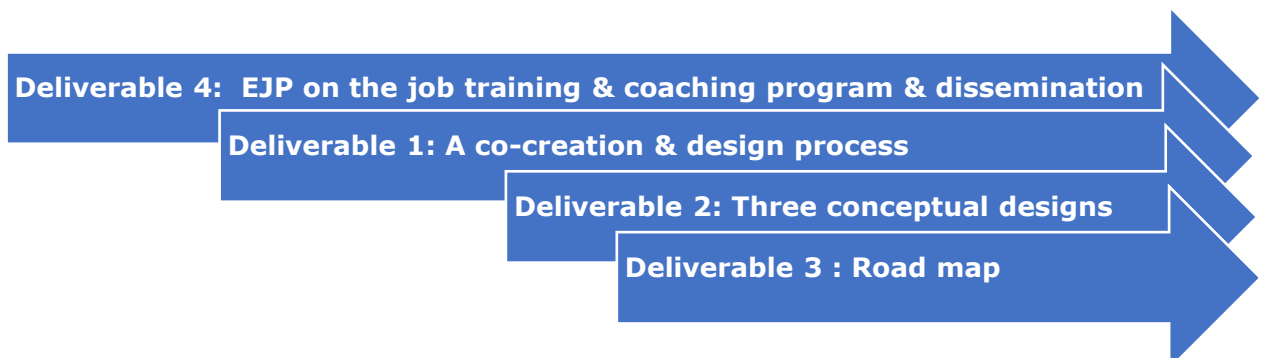


Figure 1: The four deliverables presented as a process in time

Deliverable 1: A co-creation & design process

Description

Welang will face a lot of developments the coming years as was described in paragraph 2.2.2. It is important to create synergy with previous, ongoing and planned activities by EJP in the Welang basin and ideas/wishes collected through active involvement of all relevant stakeholders (local communities, marginalized groups such as women and the next generation experts (youth), the public, private and financial sector). Seeking synergies but also build space for dissent and alternative views and interest are essential aspects of this project. A **strong inclusive and participative approach / methodology** is needed as proposed interventions should be supported by and benefit the surrounding communities. It is essential to make use of a **co-creation design process**, see also deliverable 2 to collect ideas, wishes and come up with integral solutions.

An inclusive process is also essential to ensure that local capacities, ideas and knowledge will be integrated and paired with international knowledge. RVO expects that the process is organised in such a way that all stakeholders are included from the start of the initial phase. The process will in essence also provide input to building coalitions supporting and effectuating the potential projects (which will be elaborated in conceptual designs – deliverable 2) and starting point for the roadmap (deliverable 3).

Your vision on the to be used inclusive and participative approach using a co-creation design process should be elaborated in your proposal and can be finetuned in the inception phase.

Activities

The process design is basically about **who** to involve, **how** to get them involved and **ensure** everyone is heard. The process design will form the base for executing deliverable 2 & 3.

It's up to the consultant to come up with an effective stakeholder involvement strategy that complies to the above mentioned aspects. The consultant will together with EJP however at least:

- Develop and execute an appropriate stakeholder analysis building on the work that has already been done, map all relevant stakeholders (communities, knowledge, government, NGO's, financial instruments etc.) and their position, (potential) stakes and interest in the wider local setting.
- Develop a stakeholder strategy that ensures inclusivity and incorporates capacity building and joint knowledge generation as a key component of the approach and process design.
- The stakeholder strategy should be updated during the execution of the project when project circumstances change or project progress requires adjustment to stay tuned.
- Involve key stakeholders in the initial phase of the project, through several design workshops and by other means up to the consortium.

Deliverable 1: Inclusive participative approach using a co-creation & design process

To make sure all relevant stakeholders are included, it is essential to make a stakeholder inventory, map their backgrounds (in terms of stakes, interests, positions, power etc) and formulate an effective strategy on how to include them giving special attention to joint knowledge generation which can be realized through a.o. using a design based approach. Based on lessons learnt during the execution of the project, the strategy may need to be tuned or altered to cope with new information and unforeseen challenges.

Deliverable 2: Three conceptual designs for promising multifunction projects in selected pilot areas

Description

The Welang River Basin Flood Management and Master Plan entails a vision for improved water management in the different parts of the river basin.

The idea is to develop three Conceptual Designs based upon the recommendations of Welang phase 1, in such a way that the interventions meet the needs of the communities that interact with the river on a daily basis (see deliverable 1).

The challenge is to define what kind of multifunction solutions are appropriate meeting the challenges of the different parts of Welang River Basin. It is hoped that the Conceptual Designs will also contribute to the improved valuing and appreciation of the Welang river. This in a way that it has the potential to influence societal behavior, contributing to a more sustainable and healthier river basin environment, less degradation and increased use of the river's benefits.

Conditions for developing Conceptual Designs:

- The Conceptual Designs have to be embedded in a complex planning context. The future aim is to deliver inspiring multifunction projects that set an example for the rest of the basin, but also to strengthen local capacity to help carry these projects forward. For this a range of interventions on all levels is necessary: governance, improved coordination, shared responsibilities etc.
- The idea behind three conceptual designs is that each part of the basin has different vulnerabilities in relation to water-related risks and in their capacity to deal with these risks.
- Conceptual Designs should reflect and give an answer to the multiple challenges and stakes in the area. Multidisciplinary teams are requested that are experienced in developing interventions / projects that tackle water issues and climate challenges in relation to other societal and economic challenges, enhancing the regional/spatial/local environment they are part of.
- Conceptual Designs can only be identified based on processes as described under deliverable 1. Only when local values, wishes, expertise are heard and included in the process this will lead to concrete local supported implementable solutions. A strong inclusive design based approach is therefore required. The conceptual designs optimize inclusiveness to ensure that no community or social group is left behind or prevented from benefiting from improvements in the Welang basin.
- The conceptual designs clearly demonstrate the potential for IRBM.
- Conceptual design should anticipate implementation procedures, financing possibilities, legal aspects and tendering requirements.

Activities

- Support EJP with the selection and confirmation of three pilot location sites within the Welang basin
- Organize several interactive, inclusive (design) workshops to: a) mobilize in a proactive and inclusive way the involvement of stakeholders and b) gain a more profound understanding of the area, identification of triggers to start change (social, economic, natural/physical change), local sensitivities and support.
- Enrich the workshops by presenting innovative perspectives based on international experiences to tempt and inspire local stakeholders to think in an inventive way towards their future challenges and opportunities (Nature Based Solution concepts, win-win solution, using investments as a lever for change)
- Organize reflections from a multi-stakeholder angle on the first drafts of conceptual designs to enrich further from local perspective, check support, explain etc within the broader perspective of the Welang River Basin Flood Management and Master Plan. The Conceptual Designs will be discussed during the workshops and the outcome will be included in the Future Roadmap (A).
- As part of the interactive workshops several ideas for interventions will arise. Empower the key stakeholders within each pilot area to be able to choose so their choice can be translated into conceptual designs.
- Develop the conceptual designs for the 3 pilot areas and ensure the connection with the overall vision elaborated in the Welang River Basin Flood Management and Master Plan.

Deliverable 2: Three conceptual designs for promising projects in the pilot areas

1. Selection and confirmation of three pilot location sites within the Welang basin
2. Through several iterative workshop rounds the contractor is required to develop three *Conceptual Designs* for potential solutions to the challenges in the selected project areas. The conceptual designs should entail, but are not limited to:
 - a combination of drawings and indicative cost-benefit overviews of the interventions;
 - reflection on policy/information;
 - a set of attractive visuals and a document for each project including;
 - a description of its relation with other projects, being part of an integrated approach;
 - a description of the way how the project addresses the challenges in the particular area (lower, mid and upper basin);
 - a rationale for feasibility of the conceptual design (what criteria, knowledge, assumptions, other were used for the chosen direction);
 - a preliminary risk analysis (including mitigation).

Deliverable 3: Roadmap that presents a strategy and steps for the next phase towards implementation

Description

Deliverable 1, the Process Design, will pave the way for the next phase towards implementation. The contractor is asked to prepare a Roadmap containing **advice & strategy** to get from Conceptual designs to the realization of the projects. This includes next steps in terms of planning, organisation, governance, finance, communication etc, to make sure the implementation of Conceptual Designs into projects is secured.

The Roadmap needs to include:

- The team's vision on how the Conceptual Designs can be elaborated into detailed IBRM projects;
- A strategy for the project(s) that identifies partners, timing and funding potential;
- A reflection on the fit of the projects within the processes, procedures and conditions of the local, provincial and national government;
- A prioritization of projects and activities (sequencing): The contractor takes into account: urgency, political will and commitment of the stakeholders involved, feasibility (technical, financial) and the legal framework;
It might be necessary to prioritize which projects must be realized first in order to catalyse a movement of change. It may be the case that a project must first be carried out first to get population groups along / gain confidence or that there is a chronological order to initiate change. The contractor is requested to give advice;
- Support EJP in maximizing access to financial sources for the realization of the three pilot site interventions identifying partners and funding potential;
- Support in using effective communication (internal and external) during this project and afterwards towards implementation;
- Advice with regard to future governance / institutional embedding in order to ensure effective inter-governmental collaboration also including EJP's learning experiences. To this end, the contractor identifies possible (inter)institutional structures that ensure an adequate structure, coherence and decision-making for taking and implementing the identified projects.

Deliverable 3: Roadmap that presents a strategy and steps for the next phase towards implementation

- A clear approach and roadmap with specific timelines according to the specifications formulated above.
- An advice including suggested roles and responsibilities of relevant departments and local authorities and suggestions for coordination mechanism among the involving agencies and partners.

Deliverable 4A: EJP on the job support program

Description

The aim is to further professionalize EJP capabilities, skills and executing capacity through on the support to enable them to carry out similar processes in the Welang River Basin (and replication in other basins) in the future.

Therefore, from the start of the project, EJP the consortium and EJP will form one project team working together on deliverable 1, 2 and 3, each with their own responsibilities and mandates. This deliverable will built on the Nuffic Tailor made training (see annex 7) yet now it will focus more on **learning by doing in practice**.

It is not the intention that the consortium will take over but that it will give guidance & support, works together with EJP and makes appointments in the inception phase about mutual expectations (regarding for instance available capacity, planning etc.).

The support on the job will be implemented during the whole assignment and has an internal and external focus and:

- The **internal focus** is on improving inter-office coordination and sharing responsibilities within the government & disseminate learning experiences of the whole process in order to prepare (other) governments to do the same (replication).

- The **external focus** is on strengthening skills and knowledge related to organizing inclusive and participative design based processes, increasing valuing the Welang river, societal awareness and behavioral change.

Internal focus: Improved inter-office coordination and shared responsibilities

- EJP is advised upon improving cross-sectoral coordination of responsibilities that contribute to integrated basin management, with lower and national governmental agencies, improving shared responsibilities.
- EJP is supported in optimizing involvement of government agencies, industries, civil society and knowledge institutions, aimed at support for innovative solutions contributing to a healthy and sustainable Welang basin. The project will act as catalyst to improve coordination with other provincial and local agencies, such as the departments managing waste, such as the Environmental Agency of the Regency (Kabupaten Pasuruan).

Considering the importance of inter-governmental coordination EJP will initiate and guide an inter-governmental stakeholder-working group to facilitate optimal partner involvement in the project.

External focus: Improved EJP capacity for inclusive design processes for river basin interventions

- EJP is supported in the process of the development of conceptual designs
- EJP is supported in and advised upon maximizing inclusiveness in integral river basin management and in the development of hard and soft measures, so that it is ensured that no community or social group is left behind or prevented from benefiting from improvements in the river basin. The methodology, process and outcomes are well-understood and accepted by main stakeholders.
- EJP is supported in including valuing, appreciation and understanding of the river and its functions in policy, which may contribute to societal behavioral changes and help EJP to improve river basin management in an integrated, inclusive / participative and sustainable manner (e.g. related to land use, pollution, solid waste).
- The individual and organizational capabilities of the EJP (and lower governmental agencies) are strengthened so that EJP, especially PU-SDA, can apply the elements of Integrated River Basin Management in practice and is able to absorb results gained in earlier programs and apply/implement innovative RBM interventions, both within and outside the Welang basin.

For deliverable 4 the consortium is to **formulate and implement an effective strategy** that maximizes the impact of the project for partners and stakeholders and EJP executing capacity for IRBM.

Below the above-mentioned is described in more detail also corresponding to deliverable 1, 2 and 3.

Activities

Internal focus		
Objective	Activities	Result
1.Improved coordination and shared responsibilities	Support EJP in facilitating the involvement of other governmental agencies with responsibilities that play a part in an integrated vision on basin management (e.g. forestry, agriculture, housing, social development, water management, etc.).	EJP maximizes governmental capacity, synergy and coordination, demonstrating efficiency by addressing multiple responsibilities within its own organization and with other governmental agencies.
2. Dissemination of the lessons learned in practice (Roadmap B: Replication)	Support EJP: A. Support in the organization of relevant workshops to facilitate training objectives and disseminate the project's achievements for EJP and other stakeholders.	A clear outline of the approach so that this can be adopted and duplicated at other locations in the future.

	B. Catalyzation: Support EJP in using the three pilots for upscaling possibilities in other river basins. E.g., by formulating the outlines of the approach (plan-making, prioritization, programming/project pipeline development) tailored to IRBM, to be presented to the provincial or local water resource departments and the national government.	
External focus		
Objective	Activities	Result
1. Explore best locations for Conceptual Designs for IBRM/NBS	Support EJP with the selection and confirmation of three pilot location sites within the Welang basin. Starting points are the 3 by EJP to be selected pilot locations along the Welang river. During the inception period there will be time to explore and assist EJP to check if these are indeed the most suitable locations to focus on for deliverable 1 & 2.	Three suitable locations that represent sections of the river system (upper, middle- and downstream) with specific problems and characteristics: • Upper basin: storage- and infiltration capacity, retention, recharge, erosion control, terracing, reforestation • Mid basin: floods, erosion control riverbanks, drainage and blockage, sawah rice field irrigation • Lower basin: drainage control, peak flows, urban challenges, industrial development
2.Improve inclusive and participative policy development	Support EJP in facilitating the involvement and engagement of all (also governmental) stakeholders in an inclusive and participative design process of the three pilots and use effective communication during the project.	• EJP can develop the design process(es) in such a way that it considers the governmental responsibilities, knowledge, problems, wishes and expectations of the stakeholders with regard to living/operating/working in the river basin. • EJP maximizes inclusiveness in its integral river basin management and the design for the three pilot locations, so that is ensured that no community or social group is left behind or prevented from benefiting from improvements in the Welang basin.
3. Assist in developing Conceptual Designs	Assist EJP in- and develop, facilitate an inclusive and participative multi-disciplinary design process for three pilot locations that address pressing flood problems, long term water resources management and optimize public involvement.	The three conceptual designs: • clearly demonstrate the potential for IRBM, inclusive design methodologies, in balance with funding opportunities for implementation. • be three representative locations within one overarching vision that acts as a catalyst for transformation elsewhere in Welang River Basin. • do indeed anticipate implementation

		procedures, financing possibilities, legal aspects and tendering requirements etc.
4. Improve social awareness, valuing Welang River	Support EJP in optimizing the pilot location designs (connection with 4) to improve societal awareness related to valuing the Welang river, which eventually may contribute to behavioral change that supports sustainable basin management (land use, deforestation, pollution, waste management). Use the three pilot locations and its overall concept to further improve public awareness, demonstrating examples for change rather than confrontation with the problem.	Improved societal involvement, improved valuing of the Welang watershed, and improved behavior related to aspects that affect water, quality, and quality alike, river dynamics (drainage) and water resources management (like reforestation).
5. Assist in defining a roadmap towards implementation of the 3 projects	• Advice EJP and define the steps how to proceed towards elaborating the Conceptual Designs into detailed projects. • Advice and define a strategy for the project(s) that identifies partners, timing and funding potential • Support EJP in maximizing access to financial sources for the realization of the three pilot site interventions. • A prioritization of projects and activities • Support in using effective communication during this project and afterwards towards implementation. • The Roadmap also comes with an advice with regard to future governance / institutional embedding based on EJP's learning experiences.	A roadmap focusing on the implementation of the 3 pilot projects.
6. Assist in reflecting on lessons learned during the process	• During the project EJP was given guidance and support to further professionalize it's capabilities, skills and executing capacity through on the job training and support to enable them also to carry out similar processes in the Welang River Basin (or other basins) in the future. The methodology used, knowledge received etc should be captured during the process of development. To be able to also inspire others and help them to apply the methodology in other parts of Welang River Basin (or other basins) it is also important to capture the lessons learned during the process.	Lessons learned document with reflections on content and process on the above mentioned aspects of the process.

Deliverable 4: On the job training & coaching program EJP

An on the job support program that meets the specification as described above under activities & lessons learned document for future replication of the process.

2.2.6 Planning and Inception Phase

Planning

Activities defined in this procurement document are to be carried out within 15 months, including a 12 week during inception phase, as soon as the procurement and contracting procedure has finished and the team is mobilized. Indicative this will be between July 2023 until 30 September 2024.

The contractor is requested to draft a more detailed planning indicating activities and draft / final (sub) deliverables to be delivered.

The project will start with an inception phase. The inception phase is intended to finetune and finalize the provisional project plan. Since this Terms of Reference is developed based on results, experiences and expectations derived from Phase 1 of the EJP-PfW collaboration, the inception phase report should reflect understanding and maximum use of Phase 1 results and products.

In the inception phase, the clear project plan should be presented and discussed intensively with EJP to obtain a common understanding of the aim and activities of the project, the institutional arrangements, roles and responsibilities, the timeline, how risks will be managed, and how individual objectives will be ensured. Furthermore, the EJP contributions to this project need to be aligned with the contractor. *"Demonstrating what can be done, rather than telling what should be done"* reflects the overall project mentality as EJP is eager for tangible results.

It is expected that the inception process reflects the multi-stakeholder, cross sectoral, and inclusive nature of this assignment. A comprehensive inception report is expected within 12 weeks after the signing of the contract, including a final project plan, later to be approved by RVO and EJP.

Pilot locations

EJP is in the process to identify three pilot locations along the Welang river, in the upper regions of the catchment, the flood-prone middle section and the coastal zone, respectively. The exact locations and characteristics for the three pilot sites have not been established yet. Spatial planning regulations will be incorporated in the selection process or facilitated by EJP. Final selection of the sites will be part of the project inception phase.

It is expected that site locations may be limited in size, as EJP prefers to limit activities to areas under direct EJP responsibility. In reality plot sizes may be limited to approximately 1 hectare each. Site selection and the legal aspects related to these locations are of special interest. The sites should be selected within the inception period. If EJP and the contractor are not able to finalize site selection within the inception phase, RVO and EJP will jointly determine next steps.

An option could be to extend the inception phase with a reasonable amount of time if it is foreseen that the pilot sites can be arranged within that extension period. If it is foreseen the inception phase will take longer, but the perspective is still optimistic (EJP and RVO believe one will succeed) a temporary freeze of all activities could be considered. If there is no perspective, ultimately the project could be terminated at the end of the inception phase. To determine whether a Go or No Go will be provided for the purpose of phase 2, the three pilot locations must be clear and convincing.

2.2.7 Project organization

Project organization

The Welang River basin project is part of the 2022-2026 MoU on Water between the Governments of Indonesia and the Netherlands. Hence, RVO and PU-SDA need to approve the planning, main activities and deliverables of the assignment. As main beneficiary, the East Java Province is expected to give the final approvals.

East Java Province

From Indonesia, EJP is the final beneficiary of this project. The main cooperation partner in EJP will be the Department of Public Works – Water Resources Management (PU-SDA). PU-SDA is the implementation unit within EJP and will as such be the executing agency and owner of the project, in close cooperation with Kabupaten Pasuruan. PU-SDA supports and guides the implementation of the project to make sure it will lead to useful and useable results in line with this ToR. PU-SDA will also coordinate the involvement of relevant stakeholders in the project activities.

The Management Unit under PU-SDA will act as the direct counterpart to ensure alignment with EJP priorities, and the coordination between internal departments of EJP and the external stakeholders, with focus on the lower governmental agencies (especially Kabupaten Pasuruan). Other agencies will be involved in the cooperation by EJP, such as BBWS Brantas, and ministries (Ministry for Environment and Forestry – KLHK, Ministry for Interior Affairs – Kementan Dalam Negeri, etc.).

EJP is very motivated to make this project a success and is committed to (financially) contribute to the project in various ways:

- In making available and accessible three, to be identified, locations for demonstration/ pilot interventions in respectively the upper-, mid- and lower basin.
- Contribute by arranging required permits and legal aspects, including those required in preparations for eventual implementation of proposed interventions.
- Active participation in the design process.
- Contribution to the activities and deliverables in man hours (the dissemination of information, writing, internal and external coordination, decision making, contact with stakeholders & communities etc.).
- Facilitating the Indonesian inter-governmental coordination (e.g. via initiating a inter-governmental stakeholder working group, as proposed by EJP).
- Practical support of meetings and visits (logistics, transport, meeting locations, catering etc.).
- The direct hiring of experts for various objectives, such as trainings or research.
- EJP will give special attention to include community involvement experts, urban planners, and experts for the financial/project structuring and legal experts (EJP team, including Bappeda). This to facilitate required governmental processes and the three designs to be streamlined towards full implementation.

The exact contribution of EJP will be further elaborated in the work plan during the Inception Phase.

The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland)

From the Netherlands, RVO facilitates the tender procedure of this assignment and coordinates the Dutch involvement and overall project management. RVO will be involved via the RVO office in The Hague and the delegated NL representative for the Indonesian-Netherlands MoU on Water based in Jakarta.

Furthermore, RVO is facilitating local liaison capacity to this project until December 2024. This liaison capacity secures the established relations within EJP and regional stakeholders developed under phase 1, allowing partners for phase 2 to make a running start.

The Local Liaison will assist in maintaining formal and informal contacts between RVO, EJP, local entities and the consortium before, in between and after the project. Based on earlier experiences and networks, the liaison may advice RVO and the consortium on engagement strategies and working methodologies related to community involvement. The liaison will make available earlier experiences and existing social- and community data. Role and position of the liaison will be facilitating towards the project; relational details towards the consortium can be worked out in the inception phase.

Counterpart organizations

The table below contains relevant counterpart organizations whose involvement is essential to achieve a well-supported and successful project.

Organization	Role	Type of involvement
East Java Province		
PU-SDA (within) EJP - Water Resources Agency	Beneficiary and implementing agency of the project.	Support project implementation, logistical and practical support, permits and guidance for the contractor, technical approval and uptake/ adoption of the project results, dissemination to other stakeholders. Legal aspects related to the three pilot site allocations
Environmental Agency (Dinas Lingkungan Hidup – DLH)	Co-implementer for particular project issues during the	Support with information, community network and other practical support.

	development of the masterplan	
Bappeda Province	Management Coordinator Unit for the development of the master plan.	Liaison with other departments of EJP and Bappedas (esp. Kabupaten Pasuruan).
Bureau of Public Relation and Protocol - EJP	Management unit responsible for the international bilateral cooperation.	Liaison with Ministry of Public Works and Housing, Ministry of Foreign Affairs and Ministry of Home Affairs in order to inform on the progress of the bilateral cooperation.
Government of Indonesia		
PUPR – Ministry of Public Works and Housing	Project co-owner, national counterpart of the MoU Water, responsible for the infrastructure in respect to river basin management and the Infrastructural Acceleration Plan, liaison to other line Ministries and Bappenas (national level).	Endorsement of the ToR for the project and, assist providing access to national indicator sets (reference data) and data banks of institutes, seek institutionalization of this case study (with practical analytical work); in the outreach (national level).
KLHK – Ministry of Forestry and Environment	Responsible for policy, regulations and monitoring in respect to water quality, forestry and catchment management	Member of the Community of Interest. Liaison to institutes and technical parties that can provide relevant data.
Regional or local government		
Kabupaten (District) level local government (Kabupaten Pasuruan & Malang)	Direct beneficiary in terms of effects upon the Welang watershed security	Support in data collection, community involvement, implementation capacity (with EJP budget support)
Government of the Netherlands		
Ministry of Infrastructure & Water Management	The Ministry of Infrastructure and Water Management is signatory of the bilateral MoU on Water between the Netherlands and Indonesia and therefore by extension overall responsible for this bilateral cooperation and the execution of the MoU.	
RVO – Partners for Water	Commissioning party of this assignment, responsible for project monitoring and project management.	Responsible for overall project monitoring and oversight.
Delegated Representative Water	Responsible for coordinating and strengthening the bilateral government to government cooperation under the Memorandum of Understanding Water, including support of parties involved in the execution of projects.	Follows the execution of the project closely, connects relevant other initiatives to this assignment, is an accessible point of contact for EJP and PUPR.

Embassy of the Netherlands	Water diplomacy & network	Meetings, broker of contacts, monitoring and where appropriate steering on the Dutch policy and wider program.
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Sources and related relevant projects

Several other Indonesia – Netherlands collaboration projects, and programs under RVO with similar objectives like in this assignment are of importance to this project. Brief information on these projects and available links are provided in annex 7.

Projects related to the project area:

- 1) Welang River Flood Management and Master Plan (Phase 1)
- 2) Welang River Basin Management Academy – Tailor Made Training (Nuffic): see <https://climatelabasia.com/projects/welang-river-academy>
- 3) Healthy River Challenge

Conceptual programs:

- 4) Water as Leverage (WaL): see <https://www.worldwateratlas.org/curated/water-as-leverage/>
- 5) Valuing Water Initiative (VWI): see <https://valuingwaterinitiative.org/>

2.3 Lots

The invitation to tender has not been divided into lots, because the activities required are interlinked and an integral final report must be delivered as a result of this contract.

2.4 Contract Period

The Contracting Authority intends to conclude a Contract for a period of fifteen (15) months, including a unilateral option for the Contracting Authority to extend the contract by six (6) months.

2.5 Scope of the assignment

The Tendering Authority has estimated a total contract value (including optional extension) of EUR 240.000 (exclusive of Dutch VAT and including all local VAT and fees).

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.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organizational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

If the Contractor foresees obstacles in the execution of the assignment within the agreement as a result of the Covid-19 crisis, or any other circumstance, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. 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.

3.1 Requirements relating to the services requested

Requirement number	Requirements services, deliverables (RS)
RS1	When executing the assignment, the contractor will comply with all relevant Dutch and Indonesian laws and regulations.
RS2	Prior to the delivery of final deliverables, the contractor will provide a draft report to the client. In your planning, both the Tenderer and the Contractor will take into account a period of at least 2 weeks for commenting and processing the comments.
RS3	Digital files will be provided where reasonably in the following formats .doc, .docx, .xls, .xlsx and .pdf, and common GEO/GIS format, unless otherwise agreed.
RS4	The (draft and final) reports (to be tuned with the client) have to be written in English and Indonesian. Translation costs are always at the expense of the contractor.
RS5	The contractor declares its intention and willingness to cooperate during and upon completion of this assignment in disseminating knowledge about and opportunities arising from this project within the water sector, for example by giving presentations. Exact form, content and time is to be tuned with the client.
RS6	During the execution of the project, the contractor will periodically inform the client of the progress. In principle, the contractor informs the client with a monthly frequency about the progress and (interim) results. This can only be deviated from after mutual consultation between the project leaders of both parties. The contractor has the obligation to communicate proactively to the client if matters stagnate during the execution of the assignment that (may) have a negative impact on the achievement of the objectives of the assignment. It is expected that the contractor will provide timely advice (solicited and unsolicited) about the bottlenecks identified, so that damage or loss of time is prevented, or at least reduced. The Contractor is prepared to verbally explain the draft and final/interim reports. The contractor is integrally responsible for the project-based execution of the assignment, so that there is always an up-to-date overview of the state of affairs, and the agreements applicable to the project and the status of the intermediate products, and budget exhaustion.

3.2 Requirements relating to external communication

Requirement number	Requirements external communication
RC1	A project summary of this assignment has to be delivered at the end of the project. This consists of a summary of activities, deliverables, project- and consortium partners (for Dutch partners: including KVK-number), impact on / connection with SDGs and a mention of the Partners for Water programme. The project summary should be delivered as a separate Word-file, in plain text, max. 1 page and written in English. RVO will publish this summary and (a selection of) the deliverables on the website of the IATI-initiative, http://aiddata.rvo.nl .
RC2	Data/information generated during this project and deliverables that are part of the assignment, such as reports and other media, are (in principle, unless agreed otherwise) public information and will be made available through the IATI-website and/or the Partners for Water website. The organisation's own reporting formats (incl. logo's etc.) may be used but should include a colophon that indicates the introduction text as presented under item 1 of this ToR and a reference to the Partners for Water programme and/or the Government of the Netherlands.
RC3	A set (minimum 2) of licence-free high-resolution images (photos and/or other visuals) related to the project, which are available for use in any project- and/or programme-related outreach, online and offline, including the IATI-website must be delivered.
RC4	Proactive delivery of at least two social media messages related to key activities or communication messages/outcomes, including media materials such as photos or videos. The contractor may use the organization's own social media channels with #PartnersForWater, and mentioning @PartnersforWater @RVO_Int_ond or propose messages to be spread through the Embassy's and/or RVO social media channels.
RC5	Short article (suitable for external, standalone, non-professional communication) or interview, which can be used for Partners for Water related outreach through www.partnersvoorwater.nl , general RVO/Government outreach and embassy communication. This output (e.g. article) preferably includes quotes from local counterparts and the consortium member(s) about the process and local impact. The RVO communication department may be involved in preparation and review of the article. Note: any other (=not defined above) project or project scope related communication initiated by the contractor or subcontractors needs to include a reference to the support by the Government of the Netherlands through the Partners for Water programme.

3.3 Requirements relating to Project Leader

Requirement Number	Requirement Project Leader (RP = Requirement Project Leader)
RP1	Team leader with a university degree (master's level or comparable level of experience) has at least 5 years of experience in one or more fields of expertise mentioned under project team requirements (3.4)
RP2	At least 5 years of demonstrable experience in project management and management of multidisciplinary and multicultural project teams.
RP3	Demonstrable experience (evidenced by at least two projects, similar or larger in size, measured in Euro, than the assignment described in this tender document) with international project management, specifically in developing countries in the South East Asian context as mentioned on the OECD DAC list (2020): 'least developed countries', 'other low-income countries', 'lower and upper middle-income countries and territories'.

RP4	Good written and oral command of the English and Dutch language, at level B2 or higher (language level indication according to the European Framework of Reference).
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The Tenderer adds an overview table to his proposal in which the qualification requirements of the project leader and the project team is specified (see requirements 3.3 and 3.4). This is in fact a summary extract of the various CVs, grouped by the relevant qualifications. For each team member, the Tenderer indicates in the table whether it meets the required qualifications (yes/no) and if so, what the most important reference assignment(s), project(s) or other types of performance are on this consultant's CV. The projects and activities that you have carried out and that you state as a qualification requirement must be sufficiently clearly described in the CV, so that the contracting authority can verify - without further inquiry from third parties - whether you meet the requirement. The to be assessed team members must make a substantial contribution to the execution of this assignment or the delivery of (partial) products.

3.4 Requirements relating to Project Team

Requirement number	Requirement project team*/** (RT = Requirement Team).
RT1	Demonstrable knowledge and expertise in carrying out participatory/inclusive planning processes with active stakeholder involvement / communication (at least in two projects).
RT2	Demonstrable knowledge and expertise in spatial planning.
RT3	Demonstrable expertise in landscape / urban design, with the ability to visualize alternative solutions in a technically sound and attractive way, add to discussions on (positive) side effects on ecology, socio-economic characteristics of the area.
RT4	Demonstrable knowledge and expertise in the field of integrated river basin management.
RT5	Expertise, and demonstrable experience in nature-based solutions and applying the principles from Building with Nature and / or Room for the River.
RT6	Coaching experience & skills are widely available within the team.
RT7	Demonstrable expertise in ecology and environmental management.
RT8	Demonstrable knowledge about the Indonesian planning and financing system and the division of legislative responsibilities amongst the several layers of government.
RT9	Demonstrable experience of working in a South East Asian political and cultural context (at least 2 team members with at least 3 years of experience).
RT10	Balanced team composition with respect to Indonesian – international / Dutch experts, gender, senior - junior balance.
RT11	Balanced team composition with respect to knowledge and expertise back ground: conceptual designers, engineering back ground & stakeholder process oriented skills.
RT12	Team has a good written and oral command of the English language at level B2 or higher (language level indication according to the European Framework of Reference) and Indonesian language.
RT13	The Tenderer declares that it is willing and able to respond flexibly within the quoted budget, should it become apparent at any time that additional expertise is required. A change in the team is always submitted to the client for approval.
RT14	The Tenderer guarantees the necessary commitment and availability of the consultants proposed in its tender during the period of the term of the agreement, and, in the event project team members can't be deployed anymore, ensures timely replacement by employees with a comparable profile, so that planning and lead times of the project are not affected. Costs for replacement are for the account and risk of the tenderer.

* The project leader is part of the project team. As part of the team, he/she can also fulfill one or more of the qualifications in the team. However, this is not mandatory. Different expertise can be combined in one person.

**The project team as a whole meets the qualification requirements as stated for the various subspecialties. These requirements do not apply to each individual consultant, but to the project

team as a whole, unless stated otherwise for a specific requirement. Each qualification as listed below must be present with at least one advisor in the team.

The Tenderer adds an overview table to his proposal in which the qualification requirements of the project leader and the project team is specified (see requirements 3.3 and 3.4. This is in fact a summary extract of the various CVs, grouped by the relevant qualifications. For each team member, the Tenderer indicates in the table whether it meets the required qualifications (yes/no) and if so, what the most important reference assignment(s), project(s) or other types of performance are on this consultant's CV. The projects and activities that you have carried out and that you state as a qualification requirement must be sufficiently clearly described in the CV, so that the contracting authority can verify - without further inquiry from third parties - whether you meet the requirement. The to be assessed team members must make a substantial contribution to the execution of this assignment or the delivery of (partial) products.

3.5 Requirements relating to the prices/rates

- 3.5.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Financial Proposal'.
- 3.5.2 The price/rates must be in Euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, translation, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses as well as any currency risks.
- 3.5.3 The Tenderer will not submit any zero or negative prices/rates nor a budget item 'contingencies'.
- 3.5.4 The Tenderer will provide a budget with fixed daily rates, specified according to the various duties. You will give the total price, which is € 240,000.- maximum for the duration of the agreement, excluding Dutch VAT and including all local VAT and fees, and cannot be indexed. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.
- 3.5.5 The tenderer will submit an overview of the amount days and rate for each deployed team member.
- 3.5.6 Tickets can only be reimbursed for economy class (any other class of service is not eligible for reimbursement). The costs of a CO2 compensation scheme per air ticket must be included and applied for each flight. If your organization already applies a compensation scheme as part of the organizational policy, you should state this in your proposal.
- 3.5.7 Expected local transport costs (flights, car rental, etc.) must be substantiated in your proposal. Transfer costs between hotel and airport are included in the DSA component 'other costs' (see below).
- 3.5.8 DSA: The daily allowance (DSA) consists of an allowance for accommodation and other costs. In your financial offer you state the two categories separately. Reimbursement of accommodation is based on actual costs incurred and hotel invoices must be submitted. DSA for "other costs" will be based on a lump sum, based on the total duration of the mission(s). The maximum rates must be used in the financial offer on the basis of the DSA rates attached to this tender document. The applied and invoiced rates must correspond to the DSA rates of the actual destination(s).

3.6 Tax-related requirements

- 3.6.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.6.2 The Tenderer will quote the prices according to the following structure:
 - the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.6.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

- 3.6.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.6.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.6.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.6.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
- 3.6.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.7 Invoicing requirements

- 3.7.1** The tenderer can propose an invoice schedule matching with project progress / deliverables as long as the advance does not exceed 15% and the final invoice is not less than 10% of the total budget.
- 3.7.2** You must include a summary of the actual days worked in accordance with the applicable rates.

3.6.3 For companies established in the Netherlands only

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

- The invoicing portal of the Dutch government
- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.

4. Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers 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'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in 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 paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering 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 Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

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

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

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.

4.3 Suitability Requirements

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

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies 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.

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the Tenderer has 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 him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer 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.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has identified the following core competences, that correspond to the experience in essential aspects of the Contract:

Core Competences

1. The implementation of an integral inclusive project for the development of an area. Complex refers to the integration of multiple – sometimes opposing – spatial interests.
2. Carrying out a project in collaboration with various stakeholders from one or more developing countries (as named on the OECD DAC list (2012): least developed countries, other low-income countries, lower and upper middle-income countries and territories).

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least **one** reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The reference assignment must have been completed within the three years prior to the closing date for the submission of tenders. If the Tenderer 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.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment. The role in the assignment by the Tenderer and the other possible consortium partners or subcontractors needs to be clearly motivated and described.

Evidence (do submit with the Tender):

Provide one reference assignment for each of the core competences mentioned above. The reference(s) must be signed by the referee (the contracting authority in question). Please use annex 6 "Reference assignments" to describe the reference assignments.

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 Tenderer's involvement or permission.

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is 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 he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that 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 is 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 declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

A maximum of 100 points can be obtained for your response to the award criteria.

12 points maximum	Quality of the Team Leader proposed
28 points maximum	Quality of the Team proposed
50 points maximum	Quality of the Project Approach proposed
10 points maximum	Total price offered (excluding Dutch VAT and including all local VAT and fees)

5.2 Quality criteria

5.2.1 Award criteria relating to the Project Leader

You will provide evidence of the expertise of the Project Leader you have proposed by submitting a detailed resume of the Project Leader. You add the CV of the Project Leader to your registration.

Number criterion	Max. amount	Assessment Criteria Project Leader
PL1	5	Degree of demonstrable experience with international project management, specifically in developing countries (as stated on the OECD DAC list (2020): least developed countries, other low-income countries, lower- and upper-middle-income countries and territories) in Asia.
PL2	5	Degree of knowledge of, and experience in projects focused on integrated river basin management / spatial planning in complex multi-stakeholder environments, preferably with a focus on integral, innovative and inclusive development.
PL3	2	Degree of specific knowledge about, and experience with working in Indonesia, preferably related to working with IFI-funded and/or Government of Indonesia funded projects and activities.
Total	12	

5.2.2 Award criteria relating to the Team

In your registration, you indicate the team members you propose to deploy the project team, based on the current indication of areas of expertise that are needed. You add CVs of these advisors to your registration. Third parties need to be included in the proposal as part of the team.

Number criterion	Max. amount	Assessment Criteria Project Team (CPT)*/**/***
PT1	12	The extent to which the required expertise to carry out the assignment is well represented in the team composition. The background and experience of the individual experts needs to be substantiated for this assignment, related to the task at hand, and summarized in the proposal. If the Tenderer feels essential expertise is missing, please substantiate this in your proposal.
PT2	8	The extent to which a diverse team composition contributes to an effective project execution through balanced deployment of gender, senior/junior experts and international/Indonesian experts, including experts who speak Bahasa Indonesia.
PT3	8	Experience within the team with similar relevant (design driven) projects.
Total	28	
* The Project Leader is part of the project team. As part of the team, the Project Leader can also fulfil one or more of the qualifications in the team. ** Different expertises can be combined in one person. *** The assessment takes into account the experts who play a substantial role in the project.		

Therefore, it is required to specify the proposed deployment (in terms of working days) in appendix 2: Prices rates.

5.2.3 Project Approach

Number criterion	Max. amount	Assessment Criteria Project Approach (CPA)
CPA 1	10	The extent to which a convincing, realistic, strategic project approach has been formulated, including: - an elaboration of how the various requested deliverables - within the requested timeframe and through the deployment of which expert(ise) - are realized; - including a planning of activities; - the project management approach; - a risk evaluation/mitigation strategy for the assignment.
CPA 2	10	The extent to which a convincing inclusive stakeholder approach has been formulated using co-creation design based process that contributes to the joint development and measures with and supported by the government / population in the area etc.
CPA 3	8	The extent to which an effective support on the job strategy is formulated that maximizes the impact of the project for partners and stakeholders and EJP executing capacity for IRBM.
CPA 4	6	The extent of how well the applicant shows a comprehensive understanding of the urgent and complex urban, water, climate and social challenges in the project areas.
CPA 5	6	The extent to which the offer shows a clear understanding of potential risks and how to cope with these risks through an assessment and risk management strategy.
CPA 6	5	Quality of the budget overview, transparency (a.o. distribution of hours and tasks between the experts including tariff), clarity and level of realism, including the estimation of total costs per activity and disbursement schedule
CPA 7	5	The extent to which the offer shows a clear project management and organization structure.
Total	50	

5.3 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.4 Assessment of preferences in relation to prices/rates

Please fill in appendix 2: Financial Proposal and add to TenderNed.

For the assessment of the prices, a relative formula is used **for the total price**.

This means the total price is compared to the total price offered by other Tenderers. The following formula is used for the scoring of the price:

Lowest offered price / price of own registration * maximum achievable points = number of points scored.

Example:

A = 500, B = 550, C = 350

Maximum number of points for the total price is 10 points. C is the lowest with 350.

Points A: $350/500 \times 10 = 7$

Points B: $350/550 \times 10 = 6,36$

Points C: $350/350 \times 10 = 10$

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer'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.

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 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 Tenderer'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 Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion **5.2.3 Project Approach**. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

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

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Q. Stoutjesdijk, e-mail: quintin.stoutjesdijk@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least four months after the deadline for submitting the tenders. 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 Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers 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.

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and

employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

7.3.11 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.

The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.

- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer

your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.15 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
Annex 2	Financial Proposal included in the quotation	Add to TenderNed
To add	CVs (par. 3.3 and 3.4 - Requirements and par. 5.2.1 and 5.2.2 - Award Criteria) and references (par. 4.3 - Suitability Requirements)	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts either an original handwritten signature, or the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.17 Submission of a Tender in collaboration with other organisations

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

There are two ways in which you 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.

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', you must indicate who is in charge of the consortium (who is lead manager) and 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 (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does not 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'.

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

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 he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers 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 Tenderer in question agrees to this condition.

7.3.19 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer 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 Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order 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.

7.3.20 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English.

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can be provided in Dutch or English.

During the fulfilment of the contract, communication must be conducted in Dutch or English.

7.3.21 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

The draft Contract, and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

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

7.3.23 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.24 Request for supplementary information concerning the Tender

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.3.25 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period

All Tenderers 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. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering 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 Tendering Authority.

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

Interest in relation to the judgement

Tenderers 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 Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1: European Single Procurement Document

Annex 2: Financial Proposal

Annex 3: Draft Public Service Contract

Annex 4: ARVODI-2018

Annex 5: Complaints Procedure

Annex 6: Reference assignments

Annex 7: Overview relevant background documents for this tender

1. Welang-IRBMP Executive Summary_Eng 02032022 final
2. Welang- IRBMP Welang Ringkasan Eksekutif
3. Welang-20211220-RPSDA-DAS_final
4. Welang-Task A-FinRep-Appendix I-Baseline Report
5. Welang-Task B-FinRep-Appendix II-English summary of the IRBMP
6. Welang-Task C-FinRep-Appendix III-Priority projects
7. Welang-Task D-FinRep-Appendix IV-Stakeholder Engagement
8. Welang-Task E-FinRep-Appendix V_Capacity building
1. HRC 2020 - Program Report
2. HRC Team A - Go Go Welang Rangers
3. HRC Team B - Welang Asik Mantab
4. HRC Team C - Welang Sehat Lima Sempurna
5. HRC Team D - Wayahe Welang Waras
6. HRC Team E - Welang Apik