



Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement of Services of a Knowledge
partner for the Knowledge component
assignment of the Reversing the Flow
programme**

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Definition of terms

Tendering Authority	The Netherlands Enterprise agency (in Dutch: 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> , 'AW 2012').
Services	The services of a Knowledge partner for the Knowledge component assignment of the Reversing the Flow programme.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (in Dutch: 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 / proposal submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO), 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 Knowledge partner on behalf of the Contracting Authority.
Contract	The written agreement between the Contracting Authority and the Knowledge partner in which the conditions of the

	assignment are recorded (Public Service Agreement ARVODI-2018).
Contractor	The party with whom the Contracting Authority concludes the Contract (Knowledge partner).
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.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Knowledge partner. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Knowledge partner to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Knowledge partner make agreements on the Processing of Personal Data in the context of the Contract.
Waiting Room Agreement	An agreement signed by the Contracting Authority and the Tenderer who was ranked no. 2 in this tender procedure with a minimum of 60 points for the award criteria, in which the conditions of the assignment are recorded. The duration of the contract and the terms and conditions will remain the same as in the Contract concluded with the initially awarded Knowledge partner (Contractor), except for the Tenderer's specific conditions (for example: Plan of Action, prices and rates). The budget available will become the original budget minus the spend of the initial Knowledge partner. This Waiting Room Agreement will be invoked if the Contracting Authority decides upon a "no go" at the end of the inception phase (15 January up to including 30 June 2024) in phase 1 of this assignment.

Specific terminology and abbreviations

CSO	Civil Society Organisation.
DSA	Daily Subsistence Allowance.
GRO	Grassroots Organisation at community level.
Hub	A local organisation that is already active in the area, with strong links to grassroots initiatives and community-based organisations, and which has a solid track record on landscape restoration or integrated water resources management. A Hub can be formed by an existing local or national organisation, partnership or network. The RtF programme funds 'Hubs' through the provision of subsidies.
ICSC	International Civil Service Commission.
IGG	Inclusive Green Growth – department of the Ministry of Foreign Affairs of the Netherlands.
IIED	International Institute for Environment and Development.
ILA	Integrated landscapes Approach.
IOB	The international Research and Policy Evaluation Directorate (IOB) is the independent evaluation service of the Ministry of Foreign Affairs of the Netherlands.
IWRM	Integrated Water resources Management.
Knowledge assignment	Specific part of the Knowledge component to be executed by the Knowledge partner.
Knowledge component	Cluster of activities on knowledge development and learning contributing to the programme objectives.
Knowledge partner	The organisation supporting the RtF programme by executing the Knowledge assignment (the Contractor).
KPI	Key Performance Indicator.
LLA	Locally-Led Adaptation.
LLD	Locally-Led Development.
Local initiatives	Interventions by local groups (financially) supported by an RtF Hub.
MFA	Ministry of Foreign Affairs of the Netherlands.
NBS	Nature-Based Solutions.

RtF	Reversing the Flow (RtF) supports communities in vulnerable situations by strengthening their water security. RtF aims at making communities stronger with water and climate adaptation actions. Communities will organise and lead these actions themselves. Local partners will create Hubs to support the communities.
RtF programme	Overall RtF programme managed by RVO.
RtF project	Project implemented and managed by a Hub with subsidy from RtF.
SDGs	Sustainable Development Goals
UN	United Nations

1. Introduction

This tender was preceded by a so called European “restricted procedure” “Reversing the Flow” which has been cancelled after assessing the requests for participation. Instead of the restricted procedure, this tender is conducted in accordance with the European open procedure for a Knowledge partner for the Knowledge component assignment of the Reversing the Flow programme (RtF programme). This Tender Document and the associated annexes contain all information to submit a Tender.

You are hereby invited to submit a Tender based on this Tender Document and all associated Annexes.

Note: all annexes have been added as separate documents to this Tender Document. The annexes related to the assignment itself are labelled in letters (A up to and including E). The annexes related to the procurement procedure are labelled in numbers (1 up to and including 10).

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

Livelihoods of communities greatly depend on natural capital and ecosystem services. In many places, in particular developing countries, natural resources are under pressure. The impacts of climate change exacerbate the degradation of natural resources and the effect on people’s livelihoods.

To overcome these challenges, the RtF programme has been initiated by the Dutch Ministry of Foreign Affairs (MFA) and is being implemented by the Netherlands Enterprise Agency. The main aim of Reversing the Flow is to strengthen communities’ natural, social and economic resilience through community-led landscape restoration, water and climate adaptation action, with a focus on vulnerable communities in fragile landscapes.

The programme applies a locally-led approach and aims to generate impact at landscape level. The objective of this Knowledge component assignment is to learn about this community-led, landscape approach to climate change, and subsequently to contribute to system change in international development funding modalities. Part of the Knowledge component assignment are learning and knowledge development, fostering policy dialogue and monitoring. Through this tender RVO aims to contract a Knowledge partner for this Knowledge component assignment of the RtF programme.

1.3 Time schedule

The schedule below applies to this tendering process.

28 August 2023	Issuing of publication, start of tendering period.
11 September 2023, 12.00 hrs am CET	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement

	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).
19 September 2023	Issuing of the First Memorandum of Information
22 September 2023, 12.00 hrs am CET	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement 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).
29 September 2023	Issuing of the Second Memorandum of Information.
10 October 2023, 12.00 hrs am CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
11 October up to and including 23 October 2023	Assessment of Tenders on all quality award criteria except for 5.2.4 "Case" and price to be sure only Tenderers who are still capable of winning this Tender will be invited for a presentation over MS Teams.
26 October 2023	Consensus meeting for quality award criteria 5.2.1 up to and including 5.2.3 and price.
16 November 2023	Announcement of the presentation / no presentation of the case for quality award criterium 5.2.4.
17 November up to and including 6 December 2023	Deadline for asking questions and/or filling an application for a preliminary injunction in relation to the announcement of the presentation / no presentation of the case for quality award criterium 5.2.4.
7 December 2023	Presentations of the "case" by Tenderer between 10 am and 5 pm CET.
7 or 8 December 2023	Consensus meeting for "case".
18 December 2023	Announcement of the award of the Contract.
19 December up to and including 11 January 2024	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract. Note: this period is longer than 20 days because Tendering Authority has compensated for Christmas and New Years Day.
8 January 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
15 January 2024	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 the assignment

2.1 Description of Reversing the Flow (RtF) programme

2.1.1 Introduction and background to the RtF programme

In 2018, the International Research and Policy Evaluation Directorate (IOB) presented its evaluation report of Dutch policy implementation in integrated water management during 2006-2016¹ - the period dominated by the "aid, trade and investment" policy agenda. IOB concluded that Dutch water management cooperation did not always reach the most vulnerable groups. Moreover, IOB found that interventions often delivered short term results, but fell short in securing that beneficiaries could sustain these in the longer term. IOB discerned a pattern of "build-neglect-repair".

Similar implementation shortfalls are also reflected in a 2020 report evaluating 5-year experiences in landscape approaches in Dutch development aid programmes². Integrated landscape management promotes sustainable use of water, farmland, forest and other local ecosystems (biodiversity). Regardless which entry point chosen (water, biodiversity or value chain), the evaluation consistently identified competing claims over land or water, and power disparities between land or water use claimants as the greatest challenge to overcome. Communities in vulnerable situations tend to draw the short end of the stick: climate change adds pressure while vulnerable communities are less capacitated to adapt.

Livelihoods of communities greatly depend on natural capital and ecosystem services. In many places, particular in developing countries, natural resources are under pressure. The impacts of climate change exacerbate the degradation and the effect on people's livelihoods.

To overcome these challenges, the RtF programme has been initiated by the Dutch Ministry of Foreign Affairs and is implemented by RVO. It is a new and innovative programme. The main aim of the RtF programme is to build communities' natural, social and economic resilience through community-led water and climate adaptation action, with a focus on vulnerable communities in fragile landscapes.

The programme objectives (paragraph 2.1.2), the programme strategies (paragraph 2.1.3), as well as the core activities derived from the approach (paragraph 2.1.4) are described in the following paragraphs and visualised in a Theory of Change (ToC), see annex A. Paragraph 2.1.5 describes the countries, Hubs/landscapes that (will) participate in the RtF programme and their current status.

2.1.2 RtF programme objectives

The overall objective of the RtF programme is to make communities in fragile contexts more water secure and resilient to the effects of climate change with landscape restoration, water and climate adaption actions. It seeks to do so by putting communities in the lead by supporting locally-led initiatives.

To enable broader impact, effective participation of communities in ongoing policy processes is essential. The RtF programme aims to stimulate policy makers and investors to involve vulnerable groups as key stakeholders in decision making, impacting their landscape. Connecting community-led initiatives within a larger system and linking them to publicly-led policy as well as public and private investment initiatives is crucial to their effectiveness, since local initiatives may be isolated and only reach their direct source instead of achieving systemic change.

¹<https://www.iob-evaluatie.nl/publicaties/beleidsdoorlichtingen/2017/12/01/418-%E2%80%93-iob-%E2%80%93-policy-review-of-dutch-development-aid-policy-for-improved-water-management-2006-2016-%E2%80%93-tackling-major-water-challenges>

² <https://research.wur.nl/en/publications/doing-different-things-or-doing-things-differently-outcome-of-the>

The connection between bottom-up initiatives and formal (policy) processes and improvement of the terms of communities' participation in these processes, requires understanding of larger social, cultural, economic and political system dynamics. It also requires a multi-level approach, engaging actors at national, regional and local level.

This should lead to the following results:

- 1) vulnerable communities are better able to use and replicate inclusive nature-based landscape restoration, water security and climate resilient livelihood solutions;
- 2) decision makers accommodate communities' influence on decisions over policies and investments affecting their landscape, water security and livelihoods;
- 3) formal development actors (incl. NL) adopt programme design principles to ensure that local, vulnerable groups benefit equitably.

RtF contributes to the following Sustainable Development Goals (SDGs):

- SDG 6: clean water and sanitation
- SDG 13: climate action
- SDG 15: life on land
- SDG 17: partnership for the goals

2.1.3 RtF programme strategy

To work towards the three long-term outcomes, the RtF programme applies three interconnected strategies:

1. **Funding:** RtF programme funds local organisations, referred to as Hubs, to facilitate community-led landscape restoration, water-security and climate resilience interventions (through a small-grants mechanism to grassroots organisations).
2. **Engaging dialogues:** RtF programme facilitates and engages in policy dialogues at various levels; multilateral, national and local. Interventions should result in sustainable and inclusive developments for the communities involved and beyond.
3. **Knowledge development and learning:** RtF programme facilitates learning between various actors, monitoring, knowledge development by regaining local knowledge, connecting new knowledge, brokering knowledge, and documentation, monitoring and reporting.

2.1.4 RtF programme approach

RtF programme is based on the principles of **Locally-Led Adaptation**³ and puts communities in the lead by supporting locally-led initiatives to address local realities. RtF centres vulnerable groups in its response to the challenges of water insecurity, climate extremes, ecosystems degradation and displacement that these communities face. Communities will be enabled to organise, implement and monitor these actions themselves.

While community-led initiatives are at the operational heart of the RtF programme, RtF aims to aggregate community initiatives at landscape scale and applies an **integrated landscape approach** to address the (interconnected) root causes of water security issues and climate change impact. The delineation of such a landscape will be context-specific (e.g. watershed, river basin, etc.).

To support local communities in their actions and to generate impact at landscape level, in each target landscape RtF selects an intermediary organisation as 'RtF Hub' to implement the RtF programme. A Hub is a local organisation that is already active in the area, with strong links to grassroots initiatives and community-based organisations, and which has a solid track record on landscape restoration or integrated water resources management. A Hub can be formed by an

³ [Principles for Locally Led Adaptation | World Resources Institute \(wri.org\)](https://www.wri.org/publications/2017/01/principles-for-locally-led-adaptation/)

existing local or national organisation, partnership or network. The RtF programme funds 'Hubs' through the provision of subsidies.

The Hub is responsible for project implementation within a selected landscape. In their intermediary position, Hubs have different roles. They:

1. facilitate inclusive participatory integrated landscape development, including stakeholder mapping and engagement, supporting (documentation of) understanding of the landscape (demarcation, resources, vulnerabilities) by the local communities, supporting the development of a landscape development plan including options for interventions.
2. provide financial contribution to the grassroots organisations (e.g. by providing small grants through a local support facility) including enabling the grassroots organisations to prioritise, develop and realise interventions following an inclusive and participatory approach, supporting coordination and monitoring of the implementation of the grassroots initiatives, holding grassroots organisations accountable for the use of the contribution (while the Hub remains accountable to RVO for the subsidy received).
3. enable learning at multiple levels in line with the overall RtF learning agenda, including a) the set-up and implementation of reflection methods (with local knowledge centres where appropriate), b) help networking and exchange of knowledge between grassroots organisations within a landscape, c) participation in and facilitation of participation by grassroots organisations in cross country/landscape exchange.
4. support leverage and impact at landscape level, through e.g. matching with other initiatives, replication and scaling of grassroots activities at landscape level.
5. engage in policy dialogue and enable community representation to influence development and implementation of relevant policies and public/private investment decisions at the landscape and watershed level.
6. organise required technical assistance e.g. for understanding the landscape, the selection of appropriate interventions or the specific design of a solution.

The activities/interventions that will be financially supported by RVO through the Hubs, are not defined in advance as this is a community-led programme. The types of interventions are to be identified by the communities as per their needs and priorities. Broadly, the thematic fields of interventions include landscape restoration, water security and climate-resilient livelihoods.

2.1.5 RtF programme countries, Hubs and their status

The RtF programme is implemented in 5 countries with 10 Hubs and landscapes, and a budget of around EUR 1.000.000 per Hub/landscape, excluding VAT, including all local taxes and costs. In the years 2022 and 2023, the RtF programme team (RVO) has focussed on identifying suitable Hubs and landscapes. The selected Hubs per country are listed in Table 1 below. Candidate Hubs are still in the process of developing a project plan and a request for funding. Thus far, only one Hub in Kenya and one Hub in Sudan are confirmed. In the RtF programme the pace of the Hubs is leading. Therefore the expected dates to confirm the other 8 Hubs, which are currently in the application process, are just an indication. However, considering the careful selection process, RVO anticipates positive outcomes resulting in the awarding of subsidies to those currently in the process.

Table 1: (Intended) RtF countries, Hubs and status for phase 1 (2024-2028)			
Country	Hub	Location / landscape	Status
Bangladesh	Uttaran	South West Bangladesh – landscape still to be specified (to be confirmed when available)	Candidate Hub: Project plan under development, expected awarding of subsidy Q1 2024

Table 1: (Intended) RtF countries, Hubs and status for phase 1 (2024-2028)			
Country	Hub	Location / landscape	Status
	Friendship	Char islands in Northern Bangladesh – landscape still to be specified (to be confirmed when available)	Candidate Hub: Project plan under development, expected awarding of subsidy Q1 2024
Burkina Faso	Apil	Province Sanmatenga, Korsimoro locality, community of Zitenga (60 km North East of Ouagabougou)	Candidate Hub: Project plan under development, expected awarding of subsidy Q1 2024
	Tiipaalga	Region of Plateau Central, Bassin de barrage de Ziga	Candidate Hub: Project plan under development, expected awarding of subsidy Q1 2024
Ethiopia	Afar Pastoralist Development Association (APDA)	Afar Region, 2 districts in the west of the Region (Chifra and A'daar)	Candidate Hub: Project plan under development, expected awarding of subsidy Q1 2024
	Organisation for Rehabilitation and Development Ethiopia (ORDA Ethiopia)	Amhara Region, Yibaba Gomengie watershed, Yilmana Densa district	Candidate Hub: Project plan under development, expected awarding of subsidy Q1 2024
Kenya	Indigenous Movement for Peace Advancement and Conflict Transformation (IMPACT)	Laikipia and Isiolo Counties, Mukogodo East, Mukogodo West and Burat Wards, in the Ewaso Nyiro river basin	This Hub is confirmed and has received funding. IMPACT has started the project by October 2022 and will finalise their inception phase by September 2023. A project plan and budget plan for the period October 2022 – September 2026 of this Hub are available ⁴ .
	Merti Integrated Development Programme (MIDP)	Merti County – wards/landscape still to be specified (to be confirmed when available)	Candidate Hub: Project plan under development, expected awarding of subsidy Q1 2024
	TUPADO	Turkana Region – wards/landscape still to be specified (to be confirmed when available)	Candidate Hub: Project plan under development, expected awarding of subsidy Q2 2024

⁴ The project plan of IMPACT and SOS Sahel Sudan are added as annexes D and E to this Tender Document, and are subject to the case of quality award criterium 4.

Table 1: (Intended) RtF countries, Hubs and status for phase 1 (2024-2028)			
Country	Hub	Location / landscape	Status
Sudan	SOS Sahel Sudan	North Kordofan State, Bara locality	This Hub is confirmed and has received funding. SOS Sahel Sudan has started their project by July 2023 and will finalise their inception phase by March 2024. A project plan and budget plan for the period July 2023 – December 2026 of this Hub are available ⁴ .

Note: The information in Table 1 dates from August 2023. During the procurement procedure, Table 1 will be updated with actual status information in the First and/or Second Memorandum of Information.

The list of Hubs can be subject to change during the procurement procedure as well as during the contract period, including its extension period. The amount of Hubs can become less or more. Therefore the Knowledge partner cannot derive any rights from the listed Hubs mentioned in Table 1.

The amount of Hubs can become less because of the following reasons:

- withdrawal by a candidate Hub or RVO during the proposal development, thus before project start. In that case a new Hub will be sought by RVO.
- cancellation or premature termination of a Hub project after project start.

In case a RtF Hub or Hub project will be cancelled or terminated prematurely, the Knowledge partner will be informed accordingly. The follow up action by RVO will depend on the timing of the event. The first preferred action will be to identify a new Hub or to develop a new project, however if the remaining time for implementation is limited, RVO will look for alternative budget allocations, e.g. increasing the geographical scope of existing Hubs.

The amount of Hubs can become more because of:

- upscaling of a Hub project by the extension of the geographical target landscape with RtF funds or by leverage funds through different sources.
- adding of new Hubs or landscapes in the second phase of the programme depending on political decision making and associated budget (see paragraph 2.6 Contract period).

In case new Hubs or landscapes are added, RVO will discuss the implications for the Knowledge component with the Knowledge partner.

2.2 Description of the Knowledge component of the RtF programme

2.2.1 Introduction and background to the RtF Knowledge component

RtF is a new and innovative programme. The programme puts communities in the lead, uses a landscape approach to create wider impact, and provides direct funds to local organisations. This implies a continuous need for learning to be able to identify which approaches and interventions do or do not work.

Overall, the RtF programme facilitates learning between various actors, knowledge development by regaining local knowledge, connecting new knowledge, brokering knowledge, and documentation, monitoring, and reporting. Knowledge development and learning will foster reflection on and improvement of applied approaches, selection of appropriate solutions, dialogue over policies and investments, and contribute to systemic changes for more equitable and effective development cooperation.

This Knowledge component assignment is about facilitating knowledge development on and learning from this community-led, landscape approach to climate change.

This paragraph is structured as follows: paragraph 2.2.2 describes the objectives of knowledge development and learning in the RtF programme. Paragraph 2.2.3 focuses on the scope of the assignment of the RtF Knowledge partner. Roles and collaboration are the subject of paragraph 2.2.4.

2.2.2 Objectives of knowledge development and learning in the RtF programme

Knowledge development and learning have a central place in the RtF programme. The Theory of Change (in Annex A) visualises knowledge development and learning being considered as conditional activities in the RtF programme for achieving or contributing to the different programme objectives (see paragraph 2.1.2) for:

1. the community-led actions
2. inclusive water, landscape and climate adaptation policies and processes
3. institutional change among development actors.

Overall in the RtF programme, the knowledge development and learning activities are:

1. Support Hubs and communities in community-led climate adaptation by creating access to knowledge, tools and approaches.
2. Support Hubs and communities in engaging dialogues on policies and investments by knowledge development and sharing within the landscapes, and with stakeholders outside the landscapes as well as across peers.
3. Support the RtF contribution to institutional change amongst development actors by sharing lessons learned and recommendations.

See also Figure 1 below, which is extracted from the Theory of Change as included in Annex A.



Figure 1: Knowledge component as included in the RtF Theory of Change

2.2.3 Focus of the assignment of the RtF Knowledge partner

RVO seeks a Knowledge partner to implement a part of RtFs Knowledge component. The focus of the assignment for the Knowledge partner is marked in Figure 1 above by the blue square. The dotted square is the responsibility of the Hub.

Under the Knowledge component assignment, the Knowledge partner is responsible for (*in italics*):

1. Hubs play a key role in RtF through their work on funding of local initiatives, knowledge development and learning, policy dialogue and monitoring (see RtF programme objective 2). *The Knowledge partner will support the Hubs in realizing these steps and in specific in facilitating exchange, documenting learnings, and supporting policy dialogues.*
2. Related to the RtF programme ambition to contribute to changing the development aid funding system to support more locally-led development (RtF programme objective 3), *the Knowledge*

partner should support the establishment of a solid understanding of existing structures, barriers and pathways to foster more bottom-up development.

3. *The Knowledge partner has to support monitoring and adaptative programming.* The RtF programme takes a reflexive approach to monitoring, to allow involved actors to adapt their activities based on lessons learned, new concepts that emerge, or opportunities that may arise. Thereby, monitoring is an integral part of RtF, instead of a separate activity.

These responsibilities of the Knowledge partner have been translated into work packages:

1. Work package 1: Knowledge development and learning
2. Work package 2: Policy dialogue
3. Work package 3: Monitoring

These work packages are further described under paragraph 2.3.

2.2.4 Roles and collaboration

The RtF Knowledge partner will need to work together with the RtF Hubs and with RVO. The basis and principles for this collaboration are described in this paragraph. More detailed descriptions of roles and responsibilities are included under the description of the work packages under paragraph 2.3.

In the RtF programme local communities are in the lead of programme implementation in their landscape. They are supported by a Hub. The Hub is in the lead of facilitating an inclusive, participatory, locally-led approach, to seek for opportunities for upscaling and replication at landscape level, and to ensure community voice in dialogues on investments and policies. While the Hub works directly with the communities, the Knowledge partner should work in close collaboration with these Hubs. This requires a transparent, adaptive, facilitative, needs-based and inclusive approach.

At individual Hub level, for knowledge development and learning, the Hubs feed the Knowledge partner with experiences and learnings from their landscape, while the Knowledge partner might feed the Hubs with learnings from elsewhere, in the role as a “knowledge broker”. The Knowledge partner pro-actively shares opportunities and options for interventions, learning or policy dialogue. However, the Hub decides on what to use and what not to use in their landscape. The Knowledge partner will need to invest in a good relationship with the Hubs to understand the context they operate in and to be able to identify and discuss possible “blind spots”. The Knowledge partner develops a plan for knowledge development and learning per individual Hub in the inception phase of the Knowledge assignment in close collaboration with the Hub. This plan will be monitored and annually renewed.

Jointly for the RtF programme, the Hubs will decide together on a joint learning agenda. The Knowledge partner facilitates this bottom-up agenda setting. Each Hub might have different ambitions and capacities. Hubs might also have different needs and learning questions at different moments in time during the implementation of the RtF programme, depending on the onset of their project, their experience or their specific context. The Knowledge partner will organise a meeting with all Hubs to develop such learning agenda during the inception phase of the Knowledge assignment. Reflexive monitoring will support the evolvement of this learning agenda over time. Further details on the learning agenda are described under work package 1 (see paragraph 2.3.1).

As implementor of the RtF programme on behalf of the MFA, RVO also has its own learning questions. These questions relate to the background of the programme, the selected RtF approach and to the objective to influence the humanitarian aid funding system. The Knowledge partner will need to facilitate RVO to formulate and realise this part of the learning agenda. The Knowledge partner may advice on and contribute to this agenda. Reflexive monitoring can be used to signal opportunities.

As this is a learning programme, the programme needs to remain flexible and adaptive, and requires close interaction and collaboration between the different involved actors (RVO, Hubs and Knowledge partner). The Knowledge partner as facilitator of the different work packages of this assignment, is to propose how to organise this in the first quality award criterium "Plan of action" (see paragraph 5.2.1).

RVO expects open and transparent communication from the Knowledge partner and the Hubs. In case there are hick-ups in the implementation of the work of the Knowledge partner or the Hub(s), RVO expects to be informed and will be able to provide extra support if needed to facilitate smoother collaboration between the Knowledge partner and the Hub.

The Hubs are responsible for supporting interventions in the landscape. When needed, Hubs play an intermediary role in linking communities to (technical) experts to support the design (and sometimes realisation) of context-specific, sound and feasible plans and interventions. The Hub is responsible for arranging any missing technical expertise. This may be provided by experts nearby, through RVO contacts or through (the network of) the Knowledge partner, if they have the requested capacity. So, technical assistance on (measures for) landscape restoration, water security and climate adaptation is **not** part of the support by the Knowledge partner (see dotted square in figure 1 and therefore not part of the scope of this assignment).

2.3 Work packages of the assignment of the Knowledge partner

The Knowledge component assignment of the Knowledge Partner includes 3 work packages:

1. Work package 1: Knowledge development and learning
2. Work package 2: Policy dialogue
3. Work package 3: Monitoring

RVO has made an indicative allocation of time to spend on the different work packages, as listed in Table 2 below. As this is an indication, the Knowledge partner may propose a different allocation. The allocation of time to the work packages may differ per year as per the priorities of the Hubs and the development of the RtF programme.

Table 2: Weight of the work packages	
Work package 1 – knowledge development and learning	40 %
Work package 2 – policy dialogue	15 %
Work package 3 – monitoring	30 %
Management of the assignment	15 %

Besides these material activities, the Knowledge partner also needs to plan and budget for project management activities, including coordination of the work under this assignment in relation to the wider programme, risk management, opportunity management, adaptive programming, and reporting for accountability. Management of the assignment is further described in paragraph 2.4.

The objectives of the three work packages are described in the next subparagraphs. Subsequently, Annex B details the requirements for the requested Services.

2.3.1 Work package 1: Knowledge development and learning (WP1)

The first objective of the Knowledge component assignment is to enable knowledge development and learning at different levels on generating impact at landscape level as well as on RtF's locally-led development approach:

- i. across communities within the landscape;
- ii. between communities and other landscape actors (e.g. local government, utilities, corporates, civil society, development partners);
- iii. between landscapes, Hubs and across program countries (horizontal exchange);

- iv. with/through national knowledge institutes, international platforms and Civil Society Organisations (CSOs).

Learning in and across the landscapes should be demand-driven and organised from the needs brought forward by communities in the particular landscape.

As listed above, exchange with/through other actors and networks is part of work package 1. Besides the wider network of knowledge institutes, international platforms and CSOs, exchange with a limited number of pre-selected relevant programmes, funded through different sources is included under the RtF Knowledge assignment. RVO expects the Knowledge partner to arrange for exchange between RtF and these programmes. RVO will arrange the establishment of the required contacts. The pre-selected programmes include among others the following programmes:

- the Netherlands embassy project in Gorongosa in Mozambique;
- the Netherlands embassy water programme in Niger;
- IIED project on Locally-Led Adaptation funded by the Netherlands MFA to support the implementation of a strategy to adopt and scale up finance based on LLA principles. RtF may feed this work by providing lessons learned. The Tenderer will need to link up the IIED network and their plan.

A general description of these programmes is included in Annex C. This annex is primarily aimed at providing general insight in the pre-selected projects. After contract awarding, in the inception phase, RVO will supply more specific information to the Knowledge partner.

Note: The pre-selected programmes in annex C are a non-limitative list. During the term of the contract, including extension, more programmes can be added of which RVO expects the Knowledge partner to arrange exchanges for work package 1.

Considering the innovative character of the RtF programme, RVO itself aims to learn from the implementation of the RtF programme too. Also Hubs are invited to reflect and learn about new or adjusted approaches. To address these needs, a learning agenda for the RtF programme should be developed. The Knowledge partner is expected to facilitate the Hubs and RVO to develop such a learning agenda. Learning questions could for instance focus on the following topics:

- Which approaches and interventions work and do not work?
- Which interventions can be successfully replicated and scaled up in other contexts?
- How can RVO, the MFA and other development actors adapt their ways of working in order to accommodate local autonomy and enhance local initiatives?

This learning agenda will remain dynamic and adaptive and will therefore change throughout the RtF programme. This type of learning will be combined with the reflexive monitoring process which is explained in paragraph 2.3.3.

While the Hubs are responsible for making knowledge of and expertise on integrated water resources management and climate resilience accessible for communities, the Knowledge partner may support in the communities and the Hubs in documenting their stories and sharing these with other stakeholders. As a result, communities will increase their capacity to develop, advocate and implement inclusive approaches.

2.3.1 Work package 2: Policy dialogue (WP2)

The second objective of this Knowledge component assignment aims at enabling policy dialogue at various levels in order to enhance communities' impact on decision making. Specifically, the policy dialogue is aimed at:

1. Local policy influencing based on community needs, inclusive to all affected groups.
Communities will be supported to document their requests for policy development (based on identified gaps or lessons learned) and to engage in policy dialogue with local governments and other stakeholders.
2. Local, national, regional and global promotion of integrated water and landscape governance systems (including co-management arrangements with communities).

3. Inclusion of community voice in investment decisions on development interventions with landscape impact to become more sustainable and equitable.
4. Wider adoption of principles of Locally-Led Development.

These 4 different levels of policy dialogue are aimed at shifting the power to local people to “own their problems”, decide on their development and how to address local realities.

The Knowledge partner should support learning and documentation for and from policy dialogue initiatives at these different levels. Learning should be facilitated between the collective experiences of the communities and Hubs with stakeholders that traditionally have more voice in formal decision making at the landscape. Examples of local stakeholders are local government, utilities, private sector, civil society, and other development partners. This is to enhance the human and social capital of members and representatives of groups in vulnerable situations, to express their need to value and sustain the natural capital they depend on (water, land, ecosystem services), and to influence formal decision making and allocation of economic capital at landscape scale to their advantage.

2.3.2 Work package 3: Monitoring (WP3)

The third objective of this Knowledge component assignment focusses on steering the realisation as well as testing of the ambitions of the RtF programme. The specific objectives of this Work Package are introduced here and further described in Annex B. Monitoring of the Knowledge assignment itself by the Knowledge partner is described under paragraph 2.4.

RtF is based on the hypothesis that locally-led development creates more appropriate and more sustainable impact with:

- more funds reaching the target group;
- allocation of funds based on local priorities; and
- sustainable management structures created by local ownership from the start.

The monitoring of the programme is intended to steer the implementation as well as to learn about the chosen approach and implementation modalities, and to continuously adjust the implementation based on lessons learned. Again, different elements are identified as part of monitoring: programme level, landscape level, results measurement and reporting & accountability.

Monitoring of the programme and Hub projects is closely intertwined with learning in the RtF programme. Continuous reflection and learning will take place, allowing to build on successes, to learn from failure, and to adapt the programme where needed. A mindset of reflection during the implementation feeds into the process of learning, which in turn allows to adapt and improve approaches and interventions. Under paragraph 2.3.1, we introduced the learning agenda. Reflexive monitoring will be used at programme and landscape levels based on this learning agenda. The Knowledge partner will have a facilitating role in this.

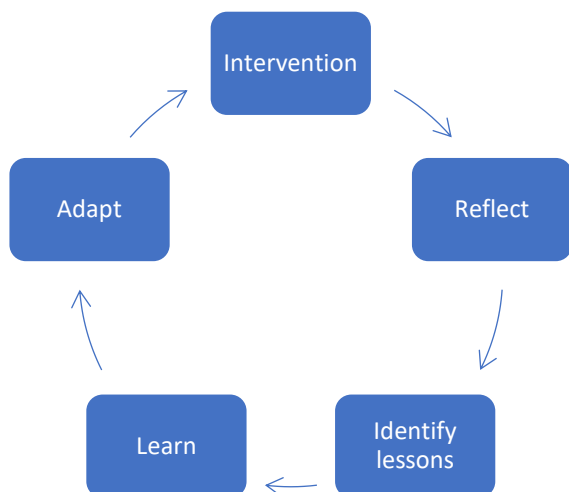


Figure 2: The 'reflect-learn-adapt' cycle of the RtF PMEAL

In RtF, monitoring goes beyond quantitative indicators focused on accountability and results measuring. Such quantitative monitoring should be complemented by a qualitative approach, in which for instance the input from learning questions (and/or qualitative indicators) can be used to assess impact and compare results between landscapes. As RtF has a new and innovative approach, the aim is to quickly identify what works and what doesn't, so that we can stop processes that do not work and scale up what does work. Reflexive monitoring based on this learning agenda is an important approach to facilitate such adaptive programming. This is complemented by risk and opportunity management. Risk and opportunity management, and the role of the Knowledge partner therein, are described under paragraphs 2.4.4 and 2.4.5 respectively.

Specifically, programme monitoring of RtF:

1. Should be in line with the inclusive, participatory and adaptive character of the programme.
2. Requires a transparent and locally-led monitoring approach to allow decision making by and in collaboration with the communities and Hubs.
3. Facilitate adaptive programming to respond to foreseen and unforeseen events that may hinder programme implementation or open up new opportunities.
4. Should be flexible and open for unexpected and unintended results.

At landscape level, the Hubs are responsible for monitoring. The Knowledge partner will support the Hub where needed with monitoring approaches supporting local ownership. Creativeness and practical application are key elements to support monitoring and steering by the communities. The Knowledge partner is challenged to come up with new and innovative ideas to support Hubs with locally-led monitoring. The use of tools depends on the context and should be tailor-made to fit the objectives and capacities of the communities. Digital learning and the use of mobile phones may play a major role. The Knowledge partner is encouraged to use the expertise on digital applications in local monitoring built up in other programmes, amongst others the Shared Resources Joint Solutions programme⁵.

To be able to measure results and impact, it is important to map the situation before the start of the implementation. Therefore, each Hub undertakes a baseline measurement/study in their target landscape. Based on a pilot of a baseline research in Kenya, RVO has drafted a framework for a comparable study in each landscape. The framework provides our reasoning for what a useful baseline could look like and presents ideas on how to undertake the baseline. The Knowledge

⁵ The Shared Resources, Joint Solutions (SRJS) program is a partnership between the Dutch Ministry of Foreign Affairs, International Union for the Conservation of Nature, Netherlands (IUCN NL), and World Wildlife Fund, Netherland (WWF NL) under the Dialogue and Dissent program of the Dutch Government.

partner will support the RtF programme by finetuning the baseline framework and supporting the Hubs – on their request – in tailoring the baseline research approach to fit each specific context, while also ensuring that results are to some extent comparable and can be aggregated to determine impact at programme level. The framework for the baseline approach will be made available to the Knowledge partner after the Contract award and is open for further development.

In RtF, transparency and mutual accountability are important principles. The Hubs are responsible for reporting to RVO to account for the subsidy received. The Hubs are also expected to report to the communities on the funds they have awarded to local initiatives. Likewise, RVO reports to MFA and will be transparent to the Hubs about budget allocation to the different programme parts and locations. RtF builds on local capacities and tries to keep requirements at all levels to a minimum. This means that RVO doesn't provide templates for reporting. Regarding reporting and accountability, facilitation by the Knowledge partner is expected on 2 elements:

- 1) The Knowledge partner facilitates the Hubs to jointly agree on minimum criteria for reporting. Each Hub can decide on the form/presentation they prefer as long as RVO can distil how the subsidy is spend and contributes to the programme objectives. Based on Hub needs, the Knowledge partner might support realisation of these criteria.
- 2) The Knowledge partner facilitates the Hubs to define (a) practical method(s) to account for the funds they "regrant" to local groups. Based on the Hub's needs, the Knowledge partner might support realisation of such methods.

Mid-term and end-term evaluations are foreseen by 2027/2028 and 2033 respectively. These evaluations will be initiated by MFA. Programme evaluation is thus **not** included in this Knowledge component assignment, but the Knowledge partner should ensure that the Knowledge component assignment is set up in a way that ensures the evaluability of the programme.

2.4 Management of the assignment

As RtF is a learning programme, interaction, respectful relations and mutual trust are essential, both between RVO and the Hubs, between the Hubs, the communities and other actors, as well as between the Knowledge partner, RVO and the Hubs in their respective countries. RVO expects the Knowledge partner to support local ownership and co-creation and to take a facilitative role, supporting bottom-up programming and building on local capacities. The Knowledge partner is also expected to pro-actively coordinate the agendas on knowledge development and learning, policy dialogue and monitoring. This work cannot be done as a stand-alone activity. Communication and alignment with RVO, as well as with the Hubs are critical to a successful learning component of RtF.

This paragraph is structured as follows: the overall coordination of the Knowledge assignment is described in paragraph 2.4.1. Paragraph 2.4.2 focuses on different inception phases of different actors. The annual planning, monitoring and annual accounting and reporting are the subject of paragraph 2.4.3. Risk analysis and risk management respectively opportunities analysis and opportunities management will be described in paragraphs 2.4.4 and 2.4.5.

2.4.1 Overall coordination of the Knowledge assignment

RVO is the executor of the programme and coordinates all RtF programme components with the Hubs and with the Knowledge partner. The Knowledge partner arranges the consortium to coordinate the work with RVO and with the Hubs.

To assure alignment of the Knowledge assignment to the different RtF programme components, RVO anticipates a monthly coordination meeting with the Knowledge partner in the initial year 2024. Based on the experience in 2024, the frequency of coordination meetings may be adjusted for the other years.

The Knowledge partner is expected to assure a smooth collaboration amongst its team, to coordinate its own work, and apply similar programme principles like subsidiarity, transparency and trust.

The Knowledge partner is responsible for coherence and effective contribution to knowledge development and learning, policy dialogue and monitoring as described under the respective headings. The knowledge partner plays a pro-active role in bringing together the relevant actors for each level and its sub-components and delivers effective facilitation.

2.4.2 Inception phase

The RtF programme contains different inception phases for the different actors / implementors of parts of the programme:

- RVO has started the RtF programme with an inception phase. This inception phase was concluded in December 2022. In the inception phase, the approach was worked out including the processes and procedures for the provision of subsidies to the RtF Hubs. The inception report will be made available to the Knowledge partner after awarding the Contract.
- Each Hub will start its project with an inception phase of 6 to 12 months, depending on their own needs and planning.
- After Contract award, the Knowledge partner will start its assignment with an inception phase to finetune its Plan of Action which has been asked for in quality award criterium 1 (5.2.1 Plan of Action).

These inception phases will be described in the paragraphs below. Specific terms and conditions relevant for the Knowledge partner are described in paragraphs 2.7 and 2.8.

2.4.2.1 Knowledge assignment inception phase

The year 2024 will consist of an inception phase from 15 January 2024 up to and including 30 June 2024. During this inception phase, the Knowledge partner will have the opportunity to get to know the Hubs and their project plans and will finetune the items submitted in the proposed Plan of Action for quality award criterium 1 (5.2.1 Plan of Action).

While working on the inception phase, implementation can already start. The Knowledge partner could already work on certain activities for the different work packages, e.g. based on the needs of the Hubs / requests or other specific opportunities in line with the objectives of the Knowledge assignment in that period.

Project management activities including (monthly) coordination meetings will start from 15 January 2024, thus include the inception phase.

2.4.2.2 Hubs inception phase

Hubs manage their own projects. Each Hub starts with an inception phase of 6 to 12 months. The duration and the activities of the inception phase may differ per Hub depending on the level of detail of their project proposal and information already available. By the end of the inception phase the Hub must have delivered:

1. Stakeholder engagement plan;
2. Landscape development plan;
3. Baseline on the status of the landscape;
4. Description of the local support facility (provision of small grants) including at least the procedures for communication / launch of the facility, information for target groups, selection procedure, awarding procedure, monitoring procedure, reporting requirements and administrative procedures;

5. Implementation plan and (revised) budget plan for the Hub activities on the (financial) support to the grassroots organisations, provision of technical assistance, enabling learning at multiple levels in line with the overall RtF learning agenda, supporting leverage and impact at landscape level, engaging in policy dialogue and enabling community representation to influence development and implementation of relevant policies and public/private investment decisions at the landscape and watershed level.

Hubs may request for support by the Knowledge partner for completing these milestones/deliverables. The implementation plan per Hub may also lead to adjustment or finetuning of requests for support on knowledge development and learning, policy dialogue or monitoring. The specific support per Hub is to be determined by the Knowledge partner (see description of deliverables per work package) during the Knowledge assignment inception phase.

It is expected that in 2024 9 Hubs will work on their inception phase activities. Only one Hub (IMPACT) will have concluded the inception phase of their RtF project.

2.4.3 Annual planning, monitoring and annual accounting and reporting

2.4.3.1 Annual planning

Based on its Plan of Action (which has to be submitted for quality award criterium 1), the Knowledge partner will make a yearly plan for its activities under the different work packages based on the needs and priorities of the Hubs and RVO, as well as based on opportunities which the Knowledge partner identifies itself.

Amongst others, the annual plans should at least include:

- Focus and objectives for the different work packages for that specific year;
- Type and number of activities for the different work packages;
- Type and number of activities for management of the assignment;
- Delivering team member per activity;
- Detailed planning with milestones in time over the year;
- Participants (e.g. are all Hubs involved or does it only target a specific Hub);
- Concrete outputs (and dissemination strategy);
- Budget plan.

The Knowledge partner should have consulted the Hubs on their needs before submission of their annual plan. As the above mentioned items can be included in the annual plans, the Knowledge partner is free to add more items.

The annual plan has to be submitted by the Knowledge partner to RVO before 1 December prior to the year planned for. The annual plan including the budget plan will be discussed and adapted if necessary. RVO and the Knowledge partner will discuss the plan in a yearly reflection session in December with the Hubs. The final annual plan for the next year has to be approved by RVO at the latest 31 December of the current year. For instance: the annual plan for 2025 has to be submitted at the latest 1 December 2024 and has to be approved in final version at the latest 31 December 2024. And the annual plan for 2026 has to be submitted at the latest 1 December 2025 and has to be approved in final version at the latest 31 December 2025, and so on.

2.4.3.2 Monitoring

The Knowledge partner monitors the realisation of the annual plan. Progress is discussed with RVO initially on a monthly basis. By the end of 2024, RVO and the Knowledge partner will agree on the frequency of monitoring meetings for the year 2025.

As RtF applies adaptive programming, it will be possible to make adjustments to the annual plan during the year. New activities may be added based on learnings (see paragraph 2.3.2), risks or

challenges to be identified through solid risk management (see paragraph 2.4.4, or opportunities which may occur and are to be identified through proper opportunity management (see paragraph 2.4.5). Planned activities might be cancelled or adjusted due to unforeseen circumstances in the landscape or country (e.g. crisis or natural disaster). Such deviation from the annual plan will need prior approval by RVO.

2.4.3.3 Annual accounting report

The Knowledge partner will account for its annual activities and expenditures through a concise narrative and financial annual report. The annual reports are free-format. The annual accounting report on the completed year has to be submitted by 31 January of the year following the year that you are accounting for. The accounting report will be discussed and adapted if necessary. RVO and the Knowledge partner will discuss the accounting report in a yearly accounting session in February with the Hubs. The final accounting report has to be approved by RVO at the latest 30 April of the year following the year accounted for. For instance: the annual accounting report of 2024 has to be submitted at the latest 31 January 2025 and has to be approved in final version at the latest 30 April 2025.

The performance of the Knowledge partner will be evaluated by the assigned actor based on mutually agreed key performance indicators (KPIs) per component and work package (see annex B) as well as for the management of the assignment. The evaluation by the assigned actor will be discussed in the yearly reflection session in December (see paragraph 2.4.3.1).

2.4.4 Risk analysis and risk management

RVO is responsible for overall risk management for the RtF programme. The Hubs are responsible for risk management regarding their project and target landscape. The knowledge partner is responsible for risk management and the adaptive programming regarding the activities under this assignment caused by the occurrence of risks.

A risk is an event or development outside the sphere of influence of the particular actor, which may cause a problem for the realisation of the objectives and needs to be solved, requires the project or activity to pause, requires an adjustment of the programme, or which may even create opportunities (see paragraph 2.4.5). Considering the fragility of the target landscapes, all actors in RtF are prepared for risks. Therefore, RtF applies adaptive programming. The same is required for the Knowledge component assignment, as this is strongly related to the implementation by the Hubs, and therefore requires similar flexibility.

The Knowledge partner needs to have a solid understanding of potential risks and how to mitigate the identified risks effectively in order to prevent the risk from happening and/or to limit its impact by having an adequate response. Therefore, the Knowledge partner submits for quality award criterium 2 a risk analysis (see paragraph 5.2.2). The Knowledge partner will translate this risk analysis together with other important risks in the inception phase into a risk file in which is mentioned:

- What is the risk (description of the potential risk)?
- Why is it a risk (explain the potential risk and how it can impact the assignment)?
- What is the chance the risk occurs (on a scale of 1 to 5)?
- What is the impact of the risk (on a scale of 1 to 5)?
- Is the identified risk important enough to be monitored during the duration of the contract?
- What mitigation measure(s) will be taken to prevent a risk to occur and/or when a risk occurs?
- Who is the owner of the risk (in case action needs to be taken and adaptive programming is necessary)?

This risk file will be managed by the Knowledge partner during the entire duration of the Contract, including the extension period. Risks which are no longer valid will be deleted and new risks that

appear will be added to the risk file. The risk file will be a fixed agenda item during the (monthly) coordination meetings between the Knowledge partner and RVO.

2.4.5 Opportunities analysis and opportunities management

RVO is responsible for overall management of opportunities for the RtF programme. The Hubs are responsible for opportunities management regarding their project and target landscape. The Knowledge partner has an important role in signalling and exploiting opportunities beyond the scope of the assignment as described in the Tender Document and/or opportunities that may arise during the execution of his assignment.

Opportunities are (necessary) “extra’s” with added value to be implemented by the Knowledge partner. Opportunities always have a connection with the objectives of Knowledge partner’s assignment.

The Knowledge partner needs to have a solid understanding of potential opportunities and how to exploit the identified opportunities effectively. Therefore, the Knowledge partner submits for quality award criterium 3 (see paragraph 5.2.3) first an opportunities analysis beyond the scope of this assignment. The Knowledge partner is asked to deliver the following information:

- What is the opportunity (description of the opportunity)?
- Why is it an opportunity (explain the opportunity and how it can contribute to the objectives of the assignment)?
- What is the expected impact on the budget of the assignment (in euro’s with substantiation)?
- What is the expected impact on the planning (in time with substantiation)?

This opportunities analysis will be translated in the inception phase into an opportunities file which can be extended with opportunities identified *during the execution of the assignment*:

- A(n) (extra) activity/intervention that is needed to realize/achieve objectives of this assignment better and/or faster;
- A(n) (extra) activity/intervention to fulfil needs of a particular actor in order to realize the objectives of this assignment better and/or faster;
- A smart solution or a smart way to work in relation to realizing/achieving the objectives better and/or faster.

Opportunities have to be realised within the available budget per phase during the duration of the Contract. The available budgets are ceiling budgets which cannot be exceeded/overrun by the Knowledge partner. If this in any case might happen, then RVO will not pay for the additional work. Exceeding the available budget is for the Knowledge partner’s risk and accounting.

The opportunities file will be managed by the Knowledge partner during the entire duration of the contract and will be discussed with the Hubs and RVO when an opportunity occurs. The Knowledge partner offers a substantiated proposal for (not) granting the opportunity so a considered decision can be mutually taken by the Knowledge partner, RVO and Hubs. If the annual budget might be exceeded if an opportunity is granted, it is possible to compensate budget with another year during that same phase as long as the maximum budget per phase is not exceeded. It is the responsibility of the Knowledge partner to properly monitor this.

2.5 Principles and preconditions of the assignment

1. In the RtF programme, the principles of Locally-Led Adaptation (LLA) are leading. The Knowledge partner will need to acquaint itself with these principles and apply them in the RtF knowledge assignment. All actors involved in RtF apply a learning attitude towards the RtF approach based on the LLA principles. This to break from the “traditional” way of programming.

2. Derived from the first principle, the RtF programme provides a locally led approach in order to achieve more ownership and therefore more impact for the target group. Locally-led development allows the allocation of development aid funds to be demand-driven, context-specific, locally-managed, and thereby potentially be more effective and sustainable. In RtF local actors determine their priorities. RVO awards subsidies to Hubs and on their turn Hubs financially support grassroots organisations to realise their initiatives. RtF also aims to spend development aid funds as much as possible on the programme objectives and limit administrative procedures to a minimum. Local decision making indicates an attitude of “letting go” by funders and other actors in the process. In this process of learning and “shifting power” RVO invests in equal relationships with the programme actors. Through a sound selection process, iterative proposal development process and on-demand support during implementation, RVO intends to build a trustful relationship with the Hubs. In turn, the Hubs are expected to do the same with the grassroots organisations in their target landscape. Open conversations on challenges and a learning attitude, allowing to make mistakes, are part of such modus of collaboration. RVO intends to collaborate with the knowledge partner in a similar way, and expects the knowledge partner to equally relate with the Hubs and RVO.
3. Derived for the first principle, RtF programming is demand-driven and context-specific. As all Hubs and landscapes are different, their needs for support by the Knowledge partner will also be different. Also the way of communicating and relating will be characterized by cultural differences. The Knowledge partner will need to adjust its Services to the need of the individual Hub, while treating the Hubs equally.
4. RtF builds as much as possible on what is already available. RVO expects the Knowledge partner to use proven approaches, manuals, templates, etc. used by Hubs or available through our network. Also in the RtF programme, we rather do not invest in inventing new materials, but rather collect, adjust and disseminate what is already out there. In line with the ambition of RtF, this will save budget to be spent at the local level.
5. Derived from the first principle, local capacities are the basis in RtF. This can be knowledge or skills available in the communities, within the Hubs, or with nearby actors like research institutes. However, the Knowledge partner also has the obligation to signal significant knowledge gaps and not to withhold “new” information or innovative measures.
6. Methods and outputs are free format. Digital learning, locally embedded knowledge sharing tools, storytelling, or other creative solutions are considered important in documentation and successful knowledge sharing. The approach used should be contextualized to each landscape. Outputs must be appropriate for the target group / audience of that specific activity e.g. local communities, landscape actors or international development actors.

2.6 Lots

This invitation to tender is not divided into lots because of the interconnectedness of both the three long-term outcomes and strategies of the RtF Programme, as well as of the objectives and work packages of the knowledge assignment for an intended period of 10 years:

- support the Hubs in facilitating exchange, documenting learnings, and supporting policy dialogues;
- support the establishment of a solid understanding of existing structures, barriers and pathways to foster more bottom-up development;
- support monitoring and adaptive programming,

The assignment also connects different actors (communities, Hubs, RVO, knowledge partner, MFA) in different countries (Burkina Faso, Bangladesh, Ethiopia, Kenya, Sudan, the Netherlands).

2.7 Contract Period

2.7.1 Two intended contract phases of 5 years

The Contracting Authority intends to conclude a Contract for an initial period of 4 years and 11½ months, including a unilateral option for the Contracting Authority to extend the contract by another 5 years. The intended starting date of the Contract is 15 January 2024. The duration of the Contract if the extension is awarded, is 9 years and 11½ months.

This Contract will consist of two phases:

- Phase 1 or initial contract phase: 15 January 2024 up to and including 31 December 2028. This phase is confirmed and budget is available.
- Phase 2: 1 January 2029 up to and including 31 December 2033. This option is intended and will be awarded after political decision making has taken place in Q3/Q4 2028. Knowledge partner will be informed at the latest on 31 October 2028 if the Contract will be extended or not. The intended budget is known but is not finally confirmed yet (see paragraph 2.7). The confirmation of the budget will also happen during the political decision making.

2.7.2 Go / no go Knowledge partner's inception phase in phase 1 and Waiting Room Agreement

Phase 1 consists of an inception phase for the Knowledge partner which has a maximum duration of 5½ months from 15 January up until and including 30 June 2024. At the end of the inception phase a go / no go decision takes place. The Contracting Authority will decide upon the following criteria if the Knowledge partner may continue its Contract or that the Contract will be terminated and awarded to the Tenderer who ended no. 2 in ranking:

- Solid elaboration of a bottom up / locally-led development approach including positive feedback by the Hubs;
- Solid and feasible workplan for phase 1 on the 3 work packages;
- Sound approach to adaptive programming based on a solid risk file, a solid opportunities file, and reflexive monitoring;
- Confirmation of capacity on appropriate practice of working in various cultures including positive feedback from Hubs;
- Confirmation of capacity on appropriate collaboration skills with the Hubs and with RVO.

If the assignment will be continued (go decision) than the Knowledge partner can start to implement the assignment as approved by the Contracting Authority.

If the Knowledge partner is not performing well in the inception phase, RVO will discuss the performance with the Knowledge partner. If the discussion will not lead to improvement, RVO will first give an official warning. A second warning may lead to a reconsideration of the Contract, which can mean (prematurely) termination or cancellation of the Contract.

If the assignment will be terminated or cancelled after the inception phase, the Contracting Authority will invoke a so called "waiting room agreement". This Waiting Room Agreement is an agreement signed by the Contracting Authority and the Tenderer who was ranked no. 2 in this tender procedure with a minimum of 60 points for the award criteria in which the conditions of the assignment are recorded. The Waiting Room agreement is attached to this Tender Document as Annex 5. See for further information on the Waiting Room Agreement paragraph 2.10.3.

2.7.3 Extension: (go / no go) phase 1 to phase 2

In Q3/4 2028 a go /no go decision takes place about the extension of the assignment about which Knowledge partner will be informed at the latest 31 October 2028. Contracting Authority will use the following criteria to determine whether the Knowledge partner may start phase 2 or not:

- The political decision making process in Q3/4 2028 will determine (not) to exercise the option to extend the Contract with another phase of five years or determine for a shorter period;
- The political decision making process in Q3/4 2028 will determine to (not) provide (enough) budget to implement phase 2;
- The performance of the Knowledge partner based upon external midterm evaluation (2027/2028) by MFA is not satisfactory (score should be minimum 6 on a scale of 1 up and including 10). The following criteria are taken into account:
 - o Satisfaction of the Hubs about the cooperation with the Knowledge partner;
 - o Satisfaction of the Hubs about learning exchanges supported between Hub and communities and between Hubs;
 - o The way in which the LLA-principles are practically applied in the approach of the Knowledge partner;
 - o Satisfaction about knowledge generated and brought into policy dialogues.
- The performance of the Knowledge partner based upon yearly evaluation by Contracting Authority and the Hubs (as described under paragraph 2.4.3) is not satisfactory (score of minimum 6 on a scale of 1 up to and including 10 for each of the items listed below). The yearly evaluation will include amongst other things:
 - o Assessment by the Hubs of the relation between Hubs and the Knowledge partner, to be scored by the hubs jointly, based on trust, transparency, learning environment, cultural sensitivity, communications skills.
 - o Assessment of RVO of the satisfactory cooperation with RVO based upon trust, open communication, pro-activeness.
 - o Assessment by RVO of the satisfactory realisation of the assignment based principles of local ownership, focus on local impact and bottom-up approach;
 - o Assessment by the indicated actors (as indicated in Annex B) of the satisfactory delivery of support Services or outputs as per the annual plan, including pro-active signalling of:
 - gaps within the Hubs knowledge / performance;
 - potential networks for relevant dialogues and exchange of knowledge;
 - o Assessment by RVO and the Hubs of satisfactory management of the assignment, opportunities and risk management, including:
 - pro-active signalling of opportunities for communities, Hubs, and RVO and appropriate action taken by the Knowledge partner;
 - pro-active signalling of risks for communities, Hubs, and RVO and appropriate action taken by the Knowledge partner;
 - annual monitoring, planning, budgeting, accounting and reporting.
- The performance of the Knowledge partner based upon the mutually agreed KPI's between Knowledge partner, Hubs and RVO in the inception phase are frequently (more than three times) not met by the Knowledge partner without sufficient argumentation.

2.7.4 (Prematurely) termination or cancellation of the Contract

If the Knowledge partner is not performing well after the inception phase in phase 1 or in phase 2, RVO will discuss the performance with the Knowledge partner. If the discussion will not lead to improvement, RVO will first give an official warning. A second warning may lead to a reconsideration of the contract, a third warning means (prematurely) termination or cancellation of the Contract.

The Contracting Authority is entitled to terminate or cancel this assignment (prematurely), without any form of compensation after finishing the inception phase and during phase 1 and/or phase 2 other than for the Services performed and approved by the Contracting Authority:

- if the Contracting Authority decides upon a “no go” after finishing the inception phase in the initial contract period;
- if the political decision making process in Q3/4 2028 will determine not to exercise the option to extend the Contract with another phase of five years (phase 2), or determines to extend with a shorter period than five years. In the first case, the Contract will end automatically by the operation of law after the initial contract period or the contract period applicable at that time. In the latter case the Contract (and the associated budget) will be extended for the applicable period. The Contracting Authority will notify the Knowledge partner no later than 31 October 2028 about (not) extending the Contract;
- as soon as the ceiling budget (maximum budget) of phase 1 and/or phase 2 has been reached. Contracting Authority shall inform the Knowledge partner as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.
- The performance of the Knowledge partner based upon yearly evaluation by Contracting Authority and the Hubs (as described under paragraph 2.4.3) is not satisfactory (score of minimum 6 on a scale of 1 up to and including 10 for each of the items listed below). The yearly evaluation will include amongst other things:
 - o Assessment by the Hubs of the relation between Hubs and the Knowledge partner, to be scored by the hubs jointly, based on trust, transparency, learning environment, cultural sensitivity, communications skills.
 - o Assessment of RVO of the satisfactory cooperation with RVO based upon trust, open communication, pro-activeness.
 - o Assessment by RVO of the satisfactory realisation of the assignment based principles of local ownership, focus on local impact and bottom-up approach;
 - o Assessment by the indicated actors (as indicated in Annex B) of the satisfactory delivery of support Services or outputs as per the annual plan, including pro-active signalling of:
 - gaps within the Hubs knowledge / performance;
 - potential networks for relevant dialogues and exchange of knowledge;
 - o Assessment by RVO and the Hubs of satisfactory management of the assignment, opportunities and risk management, including:
 - pro-active signalling of opportunities for communities, Hubs, and RVO and appropriate action taken by the Knowledge partner;
 - pro-active signalling of risks for communities, Hubs, and RVO and appropriate action taken by the Knowledge partner;
 - annual monitoring, planning, budgeting, accounting and reporting.
- Individual complaints the Contracting Authority receives from the Hubs, (local) participating organisations over the functioning and/or performance of the Knowledge partner. If a complaint is submitted in phase 1 or phase 2, RVO will discuss the performance with the Knowledge partner. If the discussion will not lead to improvement, RVO will first give an official warning. A second warning may lead to a reconsideration of the contract, a third warning means (prematurely) termination or cancellation of the Contract.
- The performance of the Knowledge partner based upon the mutually agreed KPI's between Knowledge partner, Hubs and RVO in the inception phase are frequently (more than three times) not met by the Knowledge partner without sufficient argumentation.

2.8 Scope of the assignment

The scope of this assignment consists of Services relating to the knowledge developing and learning component of the RtF programme. More specifically Services relating to the three Work packages described in paragraph 2.3 and the Management of the assignment as described in paragraph 2.4.

In the implementation of this assignment it is possible that the Services specified in the Contract and/or the number of Hubs and/or the organisations participating in the Hubs may change in the event of political, budgetary, administrative or organisational 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 or objectives that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Knowledge partner. In the following subparagraphs this will be put more specifically. All the mentioned changes are considered to be non-substantial changes with regard to article 2.163g paragraph 1 AW 2012.

2.8.1 Budget of the Contract

The Contracting Authority has estimated a total contract value of EUR 2.100.000 (excluding VAT, including all local taxes and costs).

This budget is intended to be divided as follows:

- for the confirmed phase 1: EUR 1.000.000 excluding VAT, including all local taxes and costs. This budget amount is confirmed and available as a so called "ceiling budget", which means that this budget amount cannot be exceeded/overrun by the Knowledge partner in phase 1. If this in any case might happen, then RVO will not pay for the additional work. Exceeding the available budget is for the Knowledge partner's risk and accounting. It is the responsibility of the Knowledge partner to monitor this well.
- for the intended phase 2: EUR 1.100.000 excluding VAT, including all local taxes and costs is the intended budget. If extension takes place the final budget will be decided upon as well. The Knowledge partner will be informed about the associated budget of phase 2 at the latest on 31 October 2028 if the extension of phase 2 will be exercised. The budget for this phase also will be a ceiling budget for which the same applies as in phase 1.

The budget for phase 1 is confirmed and available, which is not the case for the budget for phase 2. Therefore, the budget of phase 2 and/or the total budget for this Contract is an estimated value / 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. Political decision making in Q3/Q4 2028 can change the estimated value.

Opportunities have to be realised within the available budget per phase

Opportunities have to be realised within the available budget per phase during the duration of the Contract. The available budgets are ceiling budgets which cannot be exceeded/overrun by the Knowledge partner. If this in any case might happen, then RVO will not pay for the additional work. Exceeding the available budget is for the Knowledge partner's risk and accounting.

The opportunities file will be managed by the Knowledge partner during the entire duration of the Contract and will be discussed with the Hubs and RVO if an opportunity occurs. The Knowledge partner offers a substantiated proposal for (not) granting the opportunity so a considered decision can be mutually taken by the Knowledge partner, RVO and Hubs. If the annual budget might be exceeded if an opportunity is granted, it is possible to compensate budget with another year during that same phase as long as the maximum budget per phase is not exceeded. It is the responsibility of the Knowledge partner to monitor this well.

2.8.2 Number of RtF programme countries and Hubs

The list of Hubs mentioned in table 1 of paragraph 2.1.5 can be subject to change during the procurement procedure as well as during the contract period, including extension. The amount of Hubs can become less or more. Therefore the Knowledge partner cannot derive any rights from the Hubs mentioned in Table 1 of paragraph 2.1.5.

The amount of Hubs can become less because of the following reasons:

- withdrawal by a candidate Hub or RVO during the proposal development, thus before project start. In that case a new Hub will be sought by RVO.
- cancellation or prematurely termination of a Hub project after project start.

In case a RtF Hub or Hub project will be cancelled or terminated prematurely, the Knowledge partner will be informed accordingly. The follow up action by RVO will depend on the timing of the event. The first preferred action will be to identify a new Hub or to develop a new project, however if the remaining time for implementation is limited, RVO will look for alternative budget allocations, e.g. increasing the geographical scope of existing Hubs.

The amount of Hubs can become more because of:

- upscaling of a Hub project by the extension of the geographical target landscape with RtF funds or by leverage funds through different sources.
- adding of new Hubs or landscapes in the second phase of the programme depending on the political decision and associated budget (see paragraph 2.6 Contract period).

In case new Hubs or landscapes are added, RVO will discuss the implications for the Knowledge component assignment with the Knowledge partner.

2.9 Not part of the scope of the assignment

Not part of the scope of this assignment are:

1. Technical assistance on (measures for) landscape restoration, water security and climate adaptation. These are **not** part of the support by the Knowledge partner. The Hub is responsible for arranging any missing technical expertise. This may be provided by experts nearby, through RVO contacts or through (the network of) the Tenderer, if they have the requested capacity.
2. Mid-term and end-term evaluations of the RtF programme are foreseen by 2027/2028 and 2033 respectively. These evaluations will be initiated by MFA. Programme evaluation is thus **not** included in this Knowledge component assignment, but the Knowledge partner should ensure that the Knowledge component assignment is set up in a way that ensures the evaluability of the programme.

2.10 Agreements

2.10.1 Contract: Public Service Agreement ARVODI-2018

Contracting Authority is intended to conclude a Public Service Agreement ARVODI-2018 (the Contract) with one Knowledge partner (independently or in collaboration with other organisations via: 1) as a consortium with one or more members, or 2) principal contractor with one or more subcontractors. See also paragraph 7.3.17 for the services associated to the Knowledge component assignment of the RtF programme as described in paragraphs 2.3 and 2.4.

The draft service Agreement ARVODI-2018 is attached as Annex 3 to this Tender Document.

After the provisional contract awarding the Contracting Authority will make arrangements with the winning Tenderer (the presumed Contractor) to conclude the Contract.

2.10.2 Data Processing Agreement (DPA)

During the implementation of this Contract personal data will be processed by the Knowledge partner on behalf of the Contracting Authority. Therefore a DPA under article 28, paragraph 3 of the General Data Protection Regulation (GDPR) has to be concluded between the Contracting Authority and the Knowledge partner (Contractor). The draft DPA is attached to this Tender Document as Annex 3a.

After the provisional contract awarding the Contracting Authority will make arrangements with the winning Tenderer (the presumed Contractor) to conclude the DPA.

If the Waiting Room Agreement will be invoked, Contracting Authority will also conclude a DPA with the Tenderer who ranked no. 2 in this tender procedure between July 1 and July 15 2024.

Tender document for the Services of a Knowledge partner for the Knowledge component assignment of the Reversing the Flow Programme, reference number 202306120

2.10.3 Waiting Room Agreement

The Contracting Authority signs a "waiting room agreement" with the Tenderer who was ranked no. 2 in this tender procedure with a minimum of 60 points for the award criteria, in which the conditions of the assignment are recorded.

The draft Waiting Room Agreement is attached to this Tender Document as Annex 5.

If the Contracting Authority will make use of the Waiting Room Agreement, this has to be considered as a non-substantial change in relation to article 2.163a-g AW 2012.

If the Waiting Room Agreement will be invoked, the Contracting Authority will conclude a new contract with the Tender no. 2 in ranking which will enter into force 15 July 2024. The duration of this contract and the terms and conditions will remain the same as in the Contract concluded with the initial Knowledge partner (Contractor), except for the Tenderer's specific conditions (for example: Plan of Action, prices and rates). The budget available will become the original budget minus the spend of the initial Knowledge partner. This Waiting Room agreement will be invoked if the Contracting Authority decides upon a "no go" decision at the end of the inception phase (15 January up to and including 30 June 2024) in phase 1 of this assignment.

Contractor has the obligation to transfer work to the Contracting Authority as well as to the new contractor. Arrangements how to do this, will be made if it is appropriate. The Tenderer ranked no. 2 in this tender procedure will also start with an inception phase.

Contractor has the obligation to transfer work to the Contracting Authority as well as to the new contractor. Arrangements how to do this, will be made if it is appropriate. The Tenderer ranked no. 2 in this tender procedure will also start with an inception phase.

See section 7.3.4 of this Tender Document for the implication the Waiting Room Agreement has on the validity period of the Tender.

After concluding the Contract with the Knowledge partner (Contractor) the Contracting Authority will make arrangements with the Tender ranked no. 2 in this tender procedure to conclude the Waiting Room Agreement.

3. Requirements to this assignment

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

Note: 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.

Be aware: the Tendering Authority must be able to objectively determine if the requirements are met in Tenderer's proposal for the award criteria.

3.1 Requirements relating to the composition of the proposed team

- 3.1.1. The proposed team has knowledge of and experience with Locally-Led Development.
- 3.1.2. The proposed team has knowledge of and experience with multi-stakeholder processes like in an Integrated Landscape Approach or in Integrated Water Resources Management.
- 3.1.3. The proposed team has knowledge of and experience with appropriate (nature-based) solutions in the fields of landscape restoration, water security and climate change adaptation.
- 3.1.4. The proposed team has experience in working with local (civil society) organisations.
- 3.1.5. The proposed team has experience in working with diverse landscape actors/stakeholders.
- 3.1.6. The proposed team has knowledge of and has experience in engaging in dialogues on the Dutch development aid policies relevant for the Rtf programme.
- 3.1.7. The proposed team has knowledge of and experience with participatory, creative and alternative approaches for learning, knowledge development and monitoring.
- 3.1.8. The proposed team has knowledge of and experience with tailor-made methods for learning, knowledge development and monitoring that suit the different target groups.
- 3.1.9. The proposed team has knowledge of and experience with supporting policy dialogues including mapping of the decision makers and stakeholders and effective engagement strategies.
- 3.1.10. The proposed team has knowledge of and experience with reflexive monitoring or comparable methods. If Tenderer uses a comparable method, he has to substantiate how the method offered is equivalent to Reflexive Monitoring.
- 3.1.11. The proposed team has experience in risk management and opportunities management and adaptive programming.
- 3.1.12. The proposed team leader has at least 5 years' experience in coordinating multi-disciplinary and multi-cultural teams.
- 3.1.13. During the duration of the Contract, the proposed team has to consist of representatives which are well acquainted with the region where the Hubs are located.
- 3.1.14. During the duration of the Contract, for the proposed team proficiency in both spoken and written English, French and Arabic languages is mandatory at a C2 level according to the Common European Framework of Reference Languages (CEFR) or comparable. Comparable means that when another qualification standard is used the Tenderer has to proof it is comparable to C2 CERF. Native speakers will be considered as comparable. This requirement has to be verifiable in the concise CV's which are part of quality award criterium 1 (5.2.1 Plan of Action).
- 3.1.15. If during the duration of the Contract the team leader, experts and/or team members have to be replaced for whatever reason, the Knowledge partner has to replace these

- people by equivalent team leader, experts and/or team members. Contracting Authority has to authorize these replaced team leader, experts, team members.
- 3.1.16. The proposed team members are able to visit the target countries and (the to be) selected landscapes. Travel to “orange” areas (only necessary travel) is required.
 - 3.1.17. The proposed team members are in disposal of all requirements needed to travel to the Hub countries. For example: travel documents, visa etc. Costs for these requirements have to be included in the rates and are not reimbursable.
 - 3.1.18. During the implementation of the assignment the Knowledge partner must be able to act without any conflict of interest.

3.2 Requirements derived from the RtF programme approach and knowledge component assignment (relating to section 2)

- 3.2.1 The Knowledge partner complies with all principles and preconditions as described in Section 2 of this Tender Document both for writing its Tender (his proposal for the award criteria) as well as for the implementation of the assignment after contract award.

3.3 Requirements relating to prices/rates

- 3.3.1 For quality award criterion 1 (5.2.1 Plan of Action) the Tenderer will provide a high level budget break down reflecting work packages, management of the assignment, hours / days and names of the involved consultant / expert and / or team leader of the proposed team, and Hubs/countries. Lumpsums can be used to plan for activity costs other than time (based on hourly rates) and travel costs, though these need to be split per cost category.
- 3.3.2 Detailed budgets will be agreed per year as described under paragraph 2.4.3. as this will depend on activities planned per year in line with the development of the project and the exact scope at that moment based on Hubs’ and Contracting Authority needs.
- 3.3.3 Tenderer will provide its hourly rates excluding VAT for award criterium Price. The offered rates have to reflect market rates. The hourly rates offered have to be based on the following maximum hourly rates:
 - The maximum hourly rate for a consultant / expert of the proposed team is EUR 75 excluding VAT (and including all local taxes and costs). This maximum rate is based on a mixed team of local consultants / experts (from the Hub countries) and international consultants / experts.
 - The maximum hourly rate of the team leader of the proposed team is EUR 150 excluding VAT (and including all local taxes and costs).
- 3.3.4 The rates must be in euro’s and be all inclusive. In any event, they must include all of the following: wage costs including (local) taxes, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel (e.g. cost related to commuting) and accommodation expenses (other than for international and national travel as described under articles 3.3.7 and 3.3.8). They do not include VAT.
- 3.3.5 Contracting Authority offers the possibility to request indexation (see 3.3.6). The payment of the indexation is included in the ceiling budget for phase 1 and phase 2. This means that the ceiling budgets are excluding VAT and including indexation.
- 3.3.6 The hourly rates offered by Tenderer for award criterion “Price” (section 5.3) will become the agreed hourly rates to execute this assignment. These agreed hourly rates are fixed until 1 January 2026.

Requests for indexation can be submitted only once a year, exclusively in the month of October. Before and after this month requests for indexation for the upcoming year will not be considered. This means the first request for indexation can be submitted in October 2025. Requests for indexation must be sent to the following email address:

contractmanagement@RVO.nl.

Hourly rates may be adjusted in line with the price index published by Statistics Netherlands for hourly rates of pay, including special remuneration established under collective labour agreements, in the business services sector. For this purpose, the figure for the preceding month September will be used, with the index for the starting date of the Contract (15 January, 2024) being set at 100%.

Knowledge partner must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority consent. The request will contain the old prices/rates versus the new prices and rates.

Upon receipt of the request Contracting Authority will send a confirmation to the Knowledge partner if the request is granted.

- 3.3.7 Essential costs made for the purchase of international and national flight tickets can be reimbursed. Flight expenses need to be substantiated and can only be reimbursed for economy class (any other class of service is not eligible for reimbursement). Costs of a CO2 compensation scheme per intercontinental flight ticket should be included. Reimbursement will be based on costs actually incurred and requires invoices to be submitted.
- 3.3.8 Essential local transportation costs (flight, car hire etc.) must be relevant for the assignment and need to be substantiated. Local transportation costs within the residence or duty station of the consultant / expert and / or team leader is not considered as essential.
- 3.3.9 Travel costs between the departure/home address and airport cannot be reimbursed.
- 3.3.10 Accommodation costs and other daily costs for consultants/experts, and/or the team leader during international travel and during travel in the Hub countries outside the place of residence or duty station for carrying out the assignment can be reimbursed when relevant for the assignment.

For reimbursement of accommodation and other daily costs during essential travel the Contracting Authority accepts costs to a maximum of the rates defined by the United Nations International Civil Service Commission Daily Subsistence Allowance rates in the ICSC DSA monthly circular⁶ for:

- Accommodation: Reimbursement is done based on the costs actually incurred up to a maximum per location, according to the UN ICSC DSA rates. Reimbursement will be based on costs actually incurred and requires invoices to be submitted.
- Other costs, such as consumption, transport at the place of destination, communication: Reimbursement is based on a fixed daily allowance per location, according to UN ICSC DSA rates.

The Knowledge partner may also apply their own regulations or procedures as long as they do not exceed the indicated UN ICSC DSA rates. The high level budget plan for the first award criterion (5.2.1 Plan of Action) should indicate how the Knowledge partner budgets for accommodation and other costs during travel.

Accommodation costs and other daily costs cannot be reimbursed for remote working days. In case a consultant/expert works from the home location or a location other than the location of the activity for the assignment beyond the days required for the specific activity, it concerns remote working.

⁶ [Daily Subsistence Allowance \(DSA\) | ICSC \(un.org\)](#)

- 3.3.10 RVO anticipates to have one physical joint event per year with all Hubs in one of the Hub countries (with a rotational host). The Knowledge partner will have a facilitative role and possibly a content-related during these events. Logistical costs for the organisation of these live joint activities, e.g. hall hire, hotel and international travel by the participating Hubs, will be arranged by the Contracting Authority and don't need to be included in the budget.

3.4 Tax-related requirements

- 3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 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.
- 3.4.5 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.
- 3.4.6 You indemnify the Contracting 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.
- 3.4.7 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.
- 3.4.8 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.
- 3.4.9 It is not allowed to charge Netherlands VAT if the registered office of the Knowledge partner is located outside of the Netherlands. RVO pays the Netherlands VAT to the Netherlands Tax authority.

3.5 Invoicing requirements

- 3.5.1 The Knowledge partner may invoice every three (3) months for Services performed and accepted / approved by the Contracting Authority. Contractor submits its invoice after acceptance / approval of the performed Services at the latest on the 7th day of the month following the quarter. For instance: invoicing Q1 2024 means submitting invoice at the latest 7 April 2024, invoicing Q2 2024 means submitting invoice at the latest on 7 July 2024, invoicing for Q3 2024 means submitting invoice at the latest on 7 October 2024, invoicing Q4 2024 means submitting invoice at the latest 7 January 2025.
- 3.5.2 The invoice amount is based on the hours per month (for one quarter) actually worked against the applicable hourly rate and other cost incurred. The invoice must specify costs incurred per activity:
- Summary of the actual hours worked in accordance with the applicable rates
 - Name of involved expert, organisation and duty station
 - (Inter)national flights
 - Other transport costs (e.g. car rental, or fuel)
 - DSA for accommodation and other costs
 - Other activity costs

Reimbursement will be based on costs actually incurred and supported by invoices or receipts.

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 more information: [E-invoicing the Dutch central government: information for suppliers](#) | [Helpdesk e-factureren \(helpdesk-efactureren.nl\)](#) or Annex 6.

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 Annex 1 '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.

Note: See Section 7 for information on the two ways to submit a Tender in collaboration with other organisations. Subsection 7.3.17 specifies for each of these two ways 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 counted from the closing date of submission of the Tender, see §4.4)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years counted from the closing date of submission of the Tender)
3. Tax statement (no older than 6 months counted from the closing date of submission of the Tender)

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 most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. 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.

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. Proof of sufficient level of professional and/or statutory liability;
- 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 set the following core competences, which demonstrate experience with essential aspects of the assignment:

- Key competence 1: Tenderer has proven knowledge of and experience with Locally-Led Development approaches.
- Key competence 2: Tenderer has proven experience with supporting local (civil society) organisations in a developing country.
- Key competence 3: Tenderer has proven knowledge of and experience with facilitating learning and knowledge development using tailor-made, participatory approaches which suit local contexts (comparable to RtF landscapes).

- Key competence 4: Tenderer has proven knowledge of and experience with Reflexive monitoring or comparable methods. If Tenderer uses a comparable method, he has to substantiate how the method offered is equivalent to Reflexive Monitoring.

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:

- A clear description of the reference assignment so the Tendering Authority can easily verify if the description meets the key competence.
- The subject of the reference assignment must be comparable to the key competence in question.
- The reference assignment must have been executed or 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.
- The reference assignments must be signed by the referee (the client in question).
- Use Annex 2 "Reference assignment" and fill out all the fields where information is asked for.

Be aware: 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.

Evidence: Annex 2 "Reference assignments" (**Be aware: submit together with Tender**)

You may not provide more than one reference for each core competence. If a single reference testifies to multiple key competences that comply with the applicable requirements, then you can use the same reference for these different key competences.

The reference(s) must be signed by the referee (the client in question).

If required, the Tendering 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 Contract will be awarded according to the principle of the Most Economically Advantageous Tender. Assessment is based on the best quality-price ratio. Your response to the award criteria must be included in your Tender.

Note: In your response, you must take into account the requirements set in Section 3 (and section 2, see requirement 3.2.1).

A maximum of 100% (= 100 points) can be obtained for your response to the award criteria:

1) Quality criteria: 90% (= maximum 90 points). The following quality criteria are applicable:

- Plan of action: 35% (= maximum of 35 points)
- Risk analysis: 20% (= maximum of 20 points)
- Opportunities analysis: 10% (= maximum of 10 points)
- Case: 25% (= maximum of 25 points)

2) Price: 10% (= maximum 10 points)

Note: for two quality criteria a minimum score of 60% (satisfactory) is needed of the total score for the following two award criterion: Plan of action (paragraph 5.2.1) and for the Case (paragraph 5.2.4). This means at least 21 points for the Plan of Action and at least 15 points for the Case. If this score is not reached for these two quality award criteria your Tender will be set aside and excluded from this tender procedure.

Note: Please use for each award criterium a separate document. For quality award criterium 5.2.1 Plan of Action separate documents may be used for the planning, the substantiated budget plan and the concise cv's. For the award criteria 5.2.2 and 5.2.3 you have to use a format (see Annexes 7 and 8). Also for the prices and rates you have to use a format (see Annex 10).

5.2 Quality criteria

5.2.1 Award criteria relating to Plan of action (35%)

Max. no. of points available	Assessment aspects
Maximum of 35 points.	Propose for phase 1 a Plan of Action based on the information in this (Tender) document and the associated annexes. The Plan of Action should at least include, but is not limited to: • A general clear conceptual and methodological approach for the three work packages; • A general clear conceptual approach for the management of this assignment including justification of proposed priorities; • A general planning of phase 1 (2024-2028) with mentioning of milestones; • A proposal for SMART formulated KPI's for the work packages and the management of the assignment (which will be mutually established in the inception phase in order to be used by RVO and the Hubs for review/evaluation and accounting reports); • Description of the inception phase: planning and description of activities and deliverables (maximum of 5,5 months in 2024: 15 January 2024 up to and including 30 June 2024); • Proposed team of experts to implement the assignment: a list of names, positions and relevant knowledge, experience and competencies of the members of the team in concise cv's. Also

	describe and specify the intended distribution of tasks/roles of the experts in this assignment. • A substantiated high level budget plan for phase 1 which remains within the ceiling budget of EUR 1.000.000 excluding VAT, including all local taxes and costs and including indexation. Your budget has to be based on the information provided in this Tender Document and the Associated Annexes A up to and including E. Note: in writing your proposal/your response be aware of the requirements in section 3.1 and 3.2. Assessment of the Plan of action: Every above mentioned item per bullet will be awarded independently a maximum of 35 points. The final score is reached by: (score for item 1 up to item 7) / 7 = maximum of 35 points. Assessment of the Plan of Action takes place by: • The feasibility and the extent to which the general conceptual and methodological approaches fits the principles of the RtF programme and this assignment; • The extent to which the general conceptual and methodological approach for the three work packages is complete, specific, clear, realistic and relevant. • The extent to which the general conceptual approach for the management of the assignment, including justification of priorities is complete, specific, clear realistic and relevant; • The extent to which the general planning of phase 1 and the milestones are realistic, complete, specific, clear and relevant; • The extent to which the KPI's for the work packages and the management of the assignment are complete, relevant, clear, and specific; • The extent to which the planning and description of activities and deliverables in the inception phase are realistic, clear, complete, specific and relevant; • The extent to which the proposed team features expertise and competencies to fit this assignment, meets the requested requirements (paragraph 3.1 of the Tender Document); • The arrangements the Knowledge partner has made for backstopping of team members, especially for the French and Arabic speaking team members; • The extent to which the intended distribution of tasks/roles of the experts in this assignment is complete, clear, specific and relevant. Considering the objectives and approaches of the programme, assignment of tasks to local team members will be awarded with more points; • The extent to which the high level budget plan remains within the ceiling budget, fits to the description of the assignment in this Tender Document and delivers optimal value to the RtF Programme, aligns with proposed priorities and considers planning of activities over the duration of the assignment, is complete, clear, specific, relevant and substantiated. Note: For this award criterium Tenderer has to score a minimum of 60% (satisfactory). This means: 60% x 35 points is a minimum of 21 points.
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	If this is not the case, the Tender will be set aside and excluded from this tender procedure.
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5.2.2 Award criteria relating to risk analysis (20%)

Max. no. of points available	Assessment aspects
20 points	Identify and describe the most important risks for this assignment. For each risk, provide a detailed explanation of its potential impact on the assignment. Additionally, include a mitigation plan to prevent the risk from occurring / to solve the risk if it occurs. Use annex 7 "Risk analysis" and provide the following information: • What is the risk (description of the potential risk)? • Why is it a risk (explain the potential risk and how it could impact the assignment)? • What mitigation measure(s) will be taken to prevent a risk to occur and/or when a risk occurs? Assessment of risk analysis: • The extent in which Tenderer has identified realistic and truly important risks for this assignment; • The extent to which the Tenderer has thoroughly explained the risk and its potential impact; • The extent to which Tenderer's proposes appropriate measures to prevent or mitigate the risk; • The extent to which Tenderer's response is complete, specific clear and relevant to this assignment. Each risk, along with its explanation and mitigation strategy, will be assessed individually, with a maximum of 20 points awarded per risk. The number and the quality of the risks you mention will be taken into account for scoring. The final score will be reached by (score risk no. 1 up to no. x) / x = maximum of 20 points.

5.2.3 Award criteria relating to opportunities analysis (10%)

Max. no. of points available	Assessment aspects
Maximum of 10 points	Identify and describe any opportunities <i>beyond the scope of this assignment</i>. For each opportunity provide a detailed explanation and how it can contribute to the objectives of the assignment. Additionally, explain and substantiate the expected impact on the budget and / or planning. Use annex 8 "Opportunities analysis" and provide the following information: • What is the opportunity (description of the opportunity)? • Why is it an opportunity (explain the opportunity and how it can contribute to the objectives of the assignment)? • What is the expected impact on the budget of the assignment (in euro's with substantiation)? • What is the expected impact on the planning (in time with substantiation)?

	Each opportunity, along with its explanation and its substantiation on budget and/or time), will be assessed individually, with a maximum of 10 points awarded per opportunity. The number and the quality of the opportunities you mention will be taken into account for scoring. The final score will be reached by (score risk no. 1 up to and including no. x) / x = maximum of 10 points.
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5.2.4 Award criteria relating to a case (25%)

Upon completion of the written assessment process of the quality award criteria 5.2.1 up to and including 5.2.3 and price, every Tenderer who has submitted a valid Tender and who still is capable of winning the assignment when scoring the maximum points for this award criterium (25 points) will be invited to give a presentation.

The presentation takes place over MS Teams because the Tendering Authority is expecting Tenderers from outside of the Netherlands to participate in this tender procedure. In this way all Tenderers can easily participate in the same manner.

The presentations take place on Thursday 7 December 2023 between 10 am CET and 5 pm CET. The Tendering Authority will send the invitation for the presentations at the latest 16 November 2023 **by TenderNed**.

Note: Presentations will take place in alphabetical order.

Presentations will take place by a delegation of the proposed team which has to include at least the team leader or the replacement of the team leader. Tenderer is free to choose who will participate from the proposed team in presenting the case.

As is stated in paragraph 2.1.5 of this Tender Document, two Hubs have already presented their project plans (IMPACT in Kenya and SOS Sahel Sudan in Sudan, see annexes D and E). Tendering Authority has formulated some questions about these project plans. You have to present your answers / response to the questions described below. The presentation consists only of presenting the answers/response to these questions. The Tendering Authority will not ask extra questions or an extra explanation and/or substantiation for your response in order to secure the principle of equality / equal treatment of Tenderers in the best way.

The duration of your presentation is maximum 30 minutes for the response of the questions. Extra time needed for introduction of your team will not be part of this. For instance: starting at 2 pm, 5 minutes introduction and 30 minutes presentation, means finishing at 2.35 pm.

Max. no. of points available	Assessment aspects
Maximum of 25 points	Present your answers / response to the following questions in an MS Teams meeting for which you will receive an invitation in the presentation/no presentation letter which is expected to be send 16 November 2023. Every question will be awarded with a maximum of 20 points. Every question is awarded as a whole (so no division in points for sub questions). A) Present your tailor-made approach for Work Package 1 – component 1 of the RtF knowledge assignment, highlight deviation from the general approach and substantiate which information from the proposals you use to tailor the approaches and why this information is relevant. B) Present how these 2 RtF Hubs can benefit from each other in your opinion. How will you facilitate and/or support this?

	C) Present 3 learning questions for reflexive monitoring which in your opinion are relevant based on these two project proposals. D) Regarding the project plan of IMPACT: ○ Present how you will support this Hub in monitoring at landscape level. ○ Present how you will define the needs of the Hub for monitoring at landscape level. ○ Present how you will organize support for the Hub for monitoring at landscape level. ○ Present how you will apply the principles of locally-led development in supporting monitoring at landscape level? Purpose of presenting this response is to determine whether the Tenderer has fully understood the assignment and is capable of implementing the assignment in practice. The answers of the case/presentation are assessed based on the following criteria per question: A) The feasibility and the extent to which the tailor-made approach(es) fit the principles of the RtF programme and this assignment; B) The extent to which cross learning between the hubs fit the principles of the RtF programme and this assignment, and in specific those related to roles and collaboration and knowledge development and learning; C) The extent to which the presented learning questions are realistic, clear, specific and relevant; D) The extent to which the answer / response fits the principles of the RtF programme and this assignment, and in specific those related to roles and collaboration and monitoring; Plus for all questions: the extent to which the answer is complete, specific, clear and relevant. Each question will be assessed individually, with a maximum of 25 points awarded per question. The final score will be reached by (score question no. 1 up to and including no. 4) / 4 = maximum of 25 points. Note: For this quality award criterium Tenderer has to score a minimum of 60% (satisfactory). This means: 60% x 25 points is a minimum of 15 points. If this is not the case, the Tender will be set aside and excluded from this tender procedure.
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5.3 Award criteria relating to price (exclusive of VAT) (10%)

Max. no. of points available	Assessment aspects
Maximum of 10 points	Tenderer will provide its hourly rates for a consultant / expert of the proposed team excluding VAT for award criterium Price and this rate will be assessed. Tenderer will also provide its hourly rates for a team leader of the proposed team. This rate however, will not be assessed. The offered rates have to reflect market rates. The hourly rates offered have to be based on the following maximum hourly rates:

	• The maximum hourly rate for a consultant / expert of the proposed team is EUR 75 excluding VAT (and including all local taxes and costs). • The maximum hourly rate of the team leader of the proposed team is EUR 150 excluding VAT (and including all local taxes and costs). Please fill in Annex 10 Prices and rates to offer your hourly rates and add to TenderNed. Note: if Tenderer offers a higher hourly rate than the maximum hourly rate which is provided, the Tender is set aside and excluded from further participation in the tendering process. Note: Although the assessment team will assess only the rate for the consultant / expert, also the rate of the team leader has to be submitted. If one or both rates are missing in Annex 10, the Tender is set aside and excluded from further participation in the tendering procedure.
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5.4 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 and the price criterion.

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%

5.5 Assessment method for price criterium

The evaluation of the hourly rate for the consultant / expert will be determined using the scoring mechanism outlined in the table below. The hourly rate for the team leader will not be assessed but has to be provided in Annex 10.

Hourly rate consultant / expert excluding VAT (and including all local taxes and other costs)	Awarded points
€ 55,00	10 points
€ 59,00	8 points
€ 63,00	6 points
€ 67,00	4 points
€ 71,00	2 points
€ 75,00	1 Point
> € 75,00	the Tender is set aside and excluded from further participation in the tendering procedure.

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. Tenderer's proposal first will be assessed for the quality criteria 5.2.1 up to and including 5.2.3 and price. A consensus meeting will follow in which is decided which Tenderers will be invited for awards criterion 5.2.4 Case, to present the response to the questions. Tenderers who are still able to win this Tender by scoring the maximum score for quality award criterion 5.2.4 will be invited for a presentation over MS Teams. After the presentations of the response for the case a new consensus meeting will take place to decided which Tenderer will win this tender procedure.

Note: for two quality criteria a minimum score of 60% (satisfactory) is needed: for the Plan of action (paragraph 5.2.1) and for the case (paragraph 5.2.4). Minimum scores of respectively 21 points for the Plan of Action and 15 points for the "Case" have to be reached. If this score is not reached for these two quality award criteria your Tender will be set aside and excluded from this tender procedure without any form of compensation.

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 sub criterion Plan of Action (quality

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award criterium 1, paragraph 5.2.1). 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 (and, in case the Waiting Room Agreement is invoked, the Tenderer ranked no. 2 in this tender procedure) provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer, unless the Waiting Room Agreement is invoked. Then the Tenderer ranked no. 2 in this tender procedure also will be requested to provide the required evidence.

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 up to and including 8 January 2024 to hand over the required evidence (see subsection 1.3 Time schedule for the date the evidence has to be provided). 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 Time 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): herma.dijkgraaf@rvo.nl and cc to Accountteam01@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 17:00 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 Contracting 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 subsection 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 at least six months after the deadline for submitting the tenders. Because there is a possibility the Waiting Room Agreement will be invoked the following is applicable:

- All Tenderers have to uphold their Tender till at least six months after the deadline for the receipt of Tenders.
- The Tenderer ranked no. 2 in this tendering procedure after contract award has to uphold its Tender up and including 6 months and 14 calendar days after the entry into force of the Contract.

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.

[Suppliers guide Information Security and Privacy EZK](#)

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 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' (see section 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](#). Also see: <https://youtu.be/CrAj7VWFgXY>
- 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, print it, legally sign it, scan it and add to TenderNed. Be aware that 1) all members of a consortium and 2) the subcontractor(s) that the principal contractor relies on, also must submit an ESPD (see also subsection 7.3.17).
Annex 2	Reference assignments	Fill in, print it and have the references signed by the referee, scan it and add to TenderNed.
Quality Award criteria Annexes 7 and 8	Provide the answers per award criterium in separate documents (5.2.1 up to and including 5.2.3). Add to quality award criterium 5.2.1 Plan of Action, substantiated budget plan, concise cv's of the proposed team members and plannings if these are separate documents) Use for quality award criterium 5.2.2 Risk analysis Annex 7 Use for quality award criterium 5.2.3 Opportunities analysis Annex 8	Add to TenderNed.
Price Annex 10	Prices and rates	Add to TenderNed

* See Subsection 7.3.17 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 organisation, then these must be taken into account.

Where a legally binding signature is required, the Tendering 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 - sub contractor partner structure in which the principal 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 sub Knowledge partner(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 subcontractor(s)

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

If the principal Knowledge partner 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.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information:

the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the work or the provision of the Services.

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 also 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, the Data processing Agreement and the Waiting Room Agreement 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) Contracts. Only the definitive Contracts 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 Decision Presentation / no presentation

All Tenderers will receive a message simultaneously that announces the decision presentation / no presentation of the Case (quality award criterion 5.2.4) over MS Teams. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Stand still period

All Tenderers who dispute the decision presentation / no presentation 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 presentation / no presentation. Upon expiry of this period, no more applications for a preliminary injunction can be submitted for this presentation / no presentation letter. 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.

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 decision presentation / no presentation, then the Tendering Authority will notify Tenderers of this fact.

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.

7.3.26 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

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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: Reference assignments
Annex 3: Draft Public service Agreement ARVODI-2018
Annex 3a: Draft Data processing Agreement
Annex 4: General Terms and conditions ARVODI-2018
Annex 5: Waiting Room Agreement
Annex 6: "Brochure E-factureren Rijksoverheid"
Annex 7 Complaints Procedure
Annex 8: Risk analysis
Annex 9: Opportunities analysis
Annex 10: Prices and rates

Annex A: Reversing the Flow programme – Theory of Change
Annex B: Work Packages
 Work package 1: Knowledge development and learning(WP1)
 Work package 2: Policy dialogue (WP2)
 Work package 3: Monitoring (WP3)
Annex C: Preselected programmes to include in RtF exchange activities
Annex D: Project plan Impact Kenia
Annex E: Project plan SOS Sahel Sudan