Guidelines

Water as Leverage Nakuru for a Resilient Sponge City

These Guidelines have been developed by the Netherlands Enterprise & Development Agency (RVO), in this document referred to as 'Contracting Authority', abbreviated as 'CA'.

Version: final

Contracting authority:

Netherlands Enterprise Agency

In cooperation with:

Ultimate recipient:

County Government Of Nakuru

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1. Introduction

The climate crisis is a water crisis. Nine out of every ten natural disasters are water-related. Between 1995 and 2015, wind and water caused 1.700 billion dollars' worth of damage worldwide, according to UN estimates. Without water, there can be no energy and no food. Periods of too much water and increasing "extremes" alternate with periods of far too little water; periods of drought align with flows of refugees and conflicts. While we are depleting our natural water supplies at a ruinous rate, rising seas levels are jeopardizing our cities and deltas. Only a better understanding of the complex risks will allow us to eliminate those risks from the world effectively. Recognizing that water can also be used as leverage helps us identify opportunities for real change, for transformative projects everywhere and on every scale.

Water is therefore the leverage for impactful and catalytic change, yet we lack an inclusive, holistic and innovative approach because: "it takes millions to invest billions wisely". Water as Leverage (WaL) provides an innovative, inclusive and comprehensive approach towards stimulation of resilient and sustainable innovations and help generate the necessary investments for implementable, innovative and integrated climate resilient water-related infrastructure projects that are developed and supported locally.

The Call for Action 'Water as Leverage Nakuru for a Resilient Sponge City' (in short: WaL Nakuru) focuses on the first phases of the project development cycle and consists of the following phases. In Phase 1, the Research, Analysis and Design phase, Conceptual Designs and a pilot project will be developed. In Phase 2A, 'the Pre-Project Preparation and structuring of project proposals' phase, feasible Conceptual Designs are transformed into Project Proposals for Climate resilient water-related infrastructure Projects which will be detailed further in phase 2B to bridge the gap towards the next phases of feasibility and beyond. The premise of WaL Nakuru is to include all stakeholders from the beginning: local and national governments, non-government organisations (NGOs) and businesses, international and local experts in the teams and partners with funding capacity for the proposals to be developed (i.e. development banks, public and private partners).

A Water as Leverage Nakuru contract is an R&D[1] services contract, aimed at the pre-commercial procurement phase. That is why an exception applies as included in the EU procurement directive: Directive 2014/24/EU to R&D services (article 14). This European directive has been incorporated by the Netherlands into the procurement law (Aanbestedingswet, article 2.24, sub g.). This means the *Alcatel-term ('opschortende termijn')* mentioned in Aanbestedingswet, Article 2.127 is, amongst others, not applicable. Instead, the complaints procedure as described in paragraph 3.5 of this Guidelines document applies.

[1]According to the OECD Frascati Manual, "the term R&D covers three activities; basic research, applied research and experimental development [...] Basic research is experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundation of phenomena and observable facts, without any particular application or use in view. Applied research is also original investigation undertaken in order to acquire new knowledge. It is, however, directed primarily towards a specific practical aim or objective. Experimental development is systematic work, drawing on the existing knowledge gained from research and/or practical experience, which is directed to produce new materials, products or devices, to installing new processes, systems and services, or to improving substantially those already produces or installed. R&D covers both formal R&D in R&D units and informal or occasional R&D in other units. For further discussion on the definition of R&D, see OECD's Frascati Manual (latest edition: 2002: Frascati Manual, Proposed Standard Practice for Surveys on Research and Experimental Development).

2. Call for Action documents, questions and communications

2.1 Call for Action documents

All information related to the Call for Action can be found in the following documents:

- The Questions and Answers document. This document contains a summary of all anonymised questions received by the Contracting Authority (CA) including answers to all questions as formulated by the CA.
- The WaL Guidelines. Water as Leverage Nakuru for a Resilient Sponge City. The current document, which describes the procedure of the Call.
- The Call for Action Water as Leverage Nakuru for a Resilient Sponge City. This document describes the scope of Water as Leverage Nakuru and any changes to the procedure as written in the WaL Guidelines.
- The Proposal Format, Financial Format, WaL Application Form, the WaL Model Contract and other documents mentioned (chapter 10), to which reference is made in these Guidelines.

If there are contradictions between the abovementioned documents, the Water as Leverage Nakuru Model Contract indicates the prioritization. The listed documents can be downloaded from the website mentioned in the Call for Action.

Amendments are changes to the Call for Action documents that are made in writing by the CA and issued to all applicants. Only under exceptional circumstances amendments will be issued after proposals have been submitted. In such circumstances, the CA will notify all Applicants about the required action.

Neither the Call for Action, nor any of the information presented in it and its accompanying document, should be regarded as a commitment or representation on the part of the Contracting Authority (or any other person) to enter into a contractual arrangement.

2.2 Questions and communications

Questions about the Call for Action, its contents and the procedure can be directed to WAL@rvo.nl (mentioning 'NAKURU' in the subject line of the email) up until the deadlines for asking questions. The planning and deadlines can be found in the section 'Preliminary time table for the Programme' in the Call for Action document. There is also the opportunity to ask questions during the information meeting(s). Details about these meeting(s) can be found in the beforementioned section of the Call for Action. It is not possible to discuss the content of your (potential) proposal with the CA.

The answers to the anonymised questions will not be answered directly. Instead, the answers will be published in the 'Questions and Answers Document' on TenderNed. This Q&A document will contain a summary of questions and answers from the information meeting(s) and those questions asked through email.

3. Call for Action: the Proposal

3.1 Components of your Proposal

A complete Proposal consists of:

1. A completed and signed WaL application form;
2. The proposal according to the WaL Proposal Format in English;
3. A public summary in English (Word-document) and separate image file (if desired);
4. A budget overview following the financial proposal format.

3.2 Submission of Proposals

Proposals in response to the Call for Action "Water as Leverage Nakuru for a Resilient Sponge City" can be submitted to the Netherlands Enterprise Agency (RVO) until the 7th of October 2024, 12:00 PM CET, i.e. this is the exact time the Proposals need to have arrived at the WaL@rvo.nl mailbox.

- Proposals need to be submitted through email, using the address WaL@rvo.nl
- The proposal has a maximum of 30 pages, based on font Verdana, size 9, excluding cover, table of contents, colophon. Annexes (except the ones defined by CA) cannot be considered as part of the assessment procedure.
- The maximum size of the proposal (email + attachments) is 10 MB. In case the proposal and attachments are larger than 10 MB, a separate file sharing service may be used.
- Proposals received after the beforementioned deadline will not be taken into consideration.
- Applicants are responsible for the timely delivery of their Proposal, taking into account any potential delay resulting from the use of the email application and/or file sharing service.

3.3 Requirements for the Proposal

RVO assesses whether the Proposal meets the requirements below. In the following cases, proposals are not eligible for a contract:

- The WaL application form is missing.
- The proposal planning exceeds the maximum duration of the programme.
- The proposal is missing.
- The proposal is not in line with the WaL proposal format, i.e. the proposal does not answer the basic questions indicated in the WaL proposal format.
- The budget overview is missing.

An incomplete proposal may lead to exclusion from the procedure. CA may, but is not obliged to, allow to repair minor omissions after the closing of the Call for Action. In those cases, CA will send a request by email to rectify the omissions within 2 working days. When omissions are not corrected in time, or incorrectly, the proposal will be excluded from the competition and will not be assessed.

The complete proposal must have been received before the indicated time and through the procedure indicated in the Call for Action document. The risk of delay during digital dispatch or incorrect / incomplete addressing is the full responsibility of the applicant. Proposals received after the closing date for the Water as Leverage Nakuru Call for Action will not be included as part of the assessment process.

3.4 Main contractor and subcontractors

A contract following this Call for Action is concluded with one party. This 'main contractor' is responsible for the result and is administratively in charge of the project. The main contractor may be able to meet the requirements as set out in the Call for Action document, but due to the required diversity, cooperation with subcontractors is strongly encouraged. A collaboration between a main contractor and one or multiple subcontractors is therefore possible.

In the proposal the applicant will indicate which part of the activities is subcontracted to other organisations. Upon the request of the CA, the main contractor may be requested to demonstrate that resources from any specific subcontractor will be available to the main contractor. One way of demonstrating this is to submit a written commitment from subcontractor(s) showing that the resources required of the subcontractor will be at the applicant's disposal for the full duration of the contract. Applicants may also attach written statements of cooperation between the main contractor and subcontractor(s) to the application. There is no specific format for this statement.

3.5 Pre-defined maximum price and duration of the contract

The total predefined contract price (for phase 1, phase 2A and 2B) is € 550.000,- for one selected team, which should include all team costs (time commitment of staff members, travel & DSA costs etc.). No additional budget will be made available. The defined activities and deliverables have to be executed within this predefined maximum amount. The contract price is exclusive of Dutch VAT, inclusive of local VAT. If any duties, customs fees, taxes or other charges are applicable then these should be included in the predefined contract price. For Phase 1 a pre-defined contract price of € 240.000,- (lump sum) has been set. If the team receive a **go** for Phase 2A, it will receive an additional sum of € 190.000,- (lump sum). To start with phase 2B, the team will also need a go, if it will receive a go an additional sum of € 120.000,- (lump sum) has been set. The payment schedule is included in the WaL Model Contract.

The maximum duration and the contents of each Phase are mentioned in the Call for Action document. Within this duration, for each phase, the deliverables should be ready.

Prices presented as part of the applicants' proposal(s) shall be stated in Euros, exclusive of Dutch VAT, inclusive of local VAT. If any duties, custom fees, taxes or other charges are applicable then these should be included in the price. If a contractor is liable for Dutch VAT, the price of the proposal shall also be stated inclusive of Dutch VAT. It has to be noted that in specific cases as follows from this decree[2], a 0% Dutch VAT rate applies to this assignment.

After awarding the contract, the contractor will receive the pre-defined fee for the WaL Contract, according to the payment schedule, and will be responsible for delivering the defined results.

[2] Staatscourant 2015, 32147 | Overheid.nl > Officiële bekendmakingen (officielebekendmakingen.nl)

4. Assessment procedure to enter Phase 1

4.1 General assessment process

The assessment of proposals will be carried out in stages.

i. In the first stage, the proposals will be checked for compliance with the basic requirements as presented in paragraph 2.1 and 2.2, entirely based on the contents of the proposal submission, which must therefore contain all the information which applicants wish to be considered.

ii. Complete proposals will be initially reviewed by experts from the CA supported by experts from VEI. The CA will assess the proposals based on the assessment criteria. The more points a proposal scores in total the higher it is ranked. Based on these initial assessments, a preliminary ranking of the proposals will be made.

iii. The (maximum) five highest-ranking proposals will be shared with the members of the Advisory Board.

iv. These (maximum) five proposals will be assessed individually by the members of the Advisory Board.

v. In the assessment meeting the Advisory Board will rank the proposals and will make the final recommendations for contract award to RVO.

vi. RVO incorporates the advice of the Advisory Board and makes the final decision on the team selection.

4.2 Advisory Board

The partners within the collaboration ‘Water as Leverage Nakuru for a Resilient Sponge City’ are represented through the Advisory Board. More information on the Advisory Board can be found in chapter 3 of the Call for Action document, ‘Governance of the Programme’.

4.3 The award criteria

Applicants must submit a short proposal per team (please refer to WaL proposal format), based on the three award criteria as described below. The award criteria are:

1. *Understanding of the challenge (20 points)*
   - The extent to which the Proposal shows a comprehensive understanding of the urgent urban-, water- and climate change related challenges and the needs in Nakuru.
   - The extent to which the Proposal shows a clear understanding of the technical, financial and governance context in which the activities and results of Water as Leverage Nakuru should be embedded.

2. *Quality of the approach, strategy and first ideas to address the city challenges (40 points)*
   - The extent to which the Proposal includes a convincing approach and narrative, also based on examples of past work, with the potential to result in design-driven, innovative, integral and implementable solutions for the urgent urban-, water- and climate change adaptation needs of Nakuru.
   - The extent to which the Proposal includes a convincing strategy for developing solutions as part of an inclusive process, including a perspective on how the applicant aims to connect to, and interact with key programmatic elements described in chapter 4 ‘The ecosystem of Water as Leverage Nakuru’ of the Call for Action.
   - The extent to which the Proposal includes a convincing strategy for connecting with key counterpart organisations and key stakeholders (including local communities and minority and/or underprivileged groups) in the process of developing solutions as part of Water as Leverage Nakuru and the associated activities.

- The extent to which the Proposal shows a clear approach to execute the activities and reach the deliverables as described in chapter 5 'Procedure and Description of the future Contract' of the Call for Action, within the timeframe and budget of the Contract.

3. *Quality of the proposed team and project management strategy (40)*
   - The extent to which the proposed team and the team members' time dedication matches the key roles, tasks and expert profiles described in paragraph 5.4 'Applicants and required expertise' of the Call for Action.
   - The experience of the proposed team members with developing innovative, integral and implementable solutions as part of an inclusive process, and managing complex climate- and water-related infrastructure planning projects.
   - The extent to which the team shows a balanced inclusion of Kenyan based and international experts. Nakuru based experts are an added value;
   - The extent to which the team reflects an age- and gender (female/male/other) diverse composition.
   - The quality and clarity of the financial proposal and project management strategy, including a risk evaluation and mitigation section.

4.4 Quality threshold and quality of the response

Only proposals with the following minimum scores are eligible for consideration for a contract:

- 60% of the maximum number of points for each of the 3 award criteria:
  - *Understanding of the challenge*
  - *Quality of the approach, strategy and first ideas to address the city challenge*
  - *Quality of the proposed team and project management strategy*

The quality of the response will be assessed per award criteria using the table below. The scores will be provided per award criteria.

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

4.5 Contract

The Advisory Board advises the CA on the ranking. The CA issues the contract on behalf of the Netherlands Ministry of Economic Affairs and Climate Policy. The CA will inform the applicants about the outcome of the assessment process as soon as possible, usually within 8 weeks (but intended earlier) after the deadline for sending in proposals.

Successful and unsuccessful applicants will receive a letter with feedback on their individual proposal. The contracts will be sent shortly thereafter to the successful applicants.

Complaints about services of the CA that could not be resolved through direct communication with RVO contact person(s) responsible for this Call for Action may be directed formally through the Complaints Procedure. This procedure can be found here: https://english.rvo.nl/about-us/protocols-and-procedures/filing-complaints.

4.6 Confidentiality, publicity and information

The principle of public access to official documents means that public documents and records (with a few exceptions) should be made available. The principle is balanced by the *obligation of professional secrecy*, that sets down that public authorities are obliged to protect business secrets of others, if disclosure may seriously harm their interests.

Experts, employees of the CA and other persons invited to support in the assessment and award process will handle all information confidentially in accordance to above. Those with a conflict of interest with one or more of the proposals will not assess these proposals. All parties involved in the assessment procedure will sign a non-disclosure agreement and a conflict-of-interest form prior to assessing the proposals.

Information from the proposals is confidential in accordance to above. However, the CA will distribute and publish the following information about the proposals of the team that is issued a contract:

- The name of the main contractor and associated subcontractors, including country or countries of origin
- The title of the proposal
- A short summary

Applicants should be aware that the CA reserves the right to publish public summaries of the results (Phase 1 and 2A/B), other types of communication falling within the licence, including information of the key R&D results attained and lessons learned by the CA. Details will not be disclosed that will harm the legitimate business interest of the contractor involved in the WaL Call for Action or that would distort fair competition on the market.

5. The contract

5.1 The contract

The contract will become effective after signing by the main contractor. The contents and deliverables of Phase 1, Phase 2A and Phase 2B are described in the Call for Action document. The contract sets out the conditions (rights and obligations between the CA and Contractor) for the entire duration of Phase 1, Phase 2A and Phase 2B and remains binding for this duration. The contract contains a go/no-go provision for entering Phase 2A as well as for entering Phase 2B. At the end of Phase 1, a go/no-go decision will be made to decide if and which Conceptual Designs are feasible for further development (Phase 2A). If the team ends up with not having a Conceptual Design with a 'go' at the end of phase 1 or at the end of phase 2A, the Contract will end. This process is explained in chapter 6 and chapter 8.

5.2 Intellectual Property

R&D risks and benefits will be shared between the Contractor and the CA. The Intellectual Property following from the trajectory 'Water as Leverage Nakuru for a Resilient Sponge City' remains with the Contractor. Because the Intellectual Property rights will not be transferred to the CA, the Contractor may further develop, apply or commercialise the Intellectual Property, outside the License described below. A call-back provision will ensure that Intellectual Property rights that are not exploited within 4 years after the contract end date will be transferred to the CA.

5.3 Licence

The Intellectual Property (all outputs developed by the contractor and its subcontractor(s) as part of the Water as Leverage Nakuru trajectory, e.g. the research, designs, solutions, project proposals,) and, if necessary, background Intellectual Property (e.g. background information, data, knowledge) shall be made available by means of a worldwide free and non-exclusive license to a select group of third parties defined below. This licence enables the CA and a select group of Key Counterpart Organisations to incorporate the innovations as part of an open and transparent procurement procedure.

Key Counterpart Organisations are defined as follows and include their sub-entities: Government of the Netherlands, VEI, County government of Nakuru, NAWASSCO Nakuru Water and Sanitation Services, NARUWASSCO Nakuru Rural Water and Sanitation Company, Government of Kenya and/or specific project owners defined as part of the activities and reflected in the deliverables of the Water as Leverage trajectory in phase 1, 2A and 2B.

As part of the procedure described in this Call, the following rights are derived from the Licence:

- The right to use the results for communication and outreach by the CA and/or any of the Key Counterpart Organisations defined in this paragraph;
- The right to read, use and publish the information following the Water as Leverage Nakuru Phase 1 and 2A/B (which could entail, but is not limited to, Intellectual Property and Background Intellectual property) as part of a procurement procedure of the CA and/or a Key Counterpart Organisation as defined in this paragraph, including, but not limited to a Dutch or foreign governmental authority, and/or a Dutch, foreign or internationally operating financier.;
- The possibility to oblige the Contractor to provide a licence to third parties (other than the ones falling under one of the categories mentioned before) under reasonable conditions, i.e. conditions that can be substantiated based on conditions used under commercial market circumstances.

5.4 International travel

CA expects (international) travel movements and local activities to take place when commercial flights are available and the travel advice of the Ministry of Foreign Affairs of the Netherlands for the specific regions is green, yellow or orange.

6. Changes during Phase 1: Research, Analysis and Design Phase for the Development of Conceptual Designs + pilot project design

It is possible to change the approach, expert involvement and other elements compared to the original proposal during the execution of Phase 1. Written approval from the CA is required for every change that has consequences for the contents and deliverables.

Subcontractors can be changed during the execution of the assignment, provided that the quality of the results remain the same or improve, and after written approval from RVO. When a subcontractor is replaced, the new subcontractor must have at least the same competences as the old subcontractor and comply with all the contractual conditions, rights and obligations that are in the contract.

7. From Phase 1 to Phase 2A: Pre-project preparation and structuring of Project Proposals

7.1 Procedure to move to Phase 2A

Based on the results of the midterm review for each Conceptual Design a go/no-go decision will be made by the CA, incorporating the advice of the Advisory Board, on which conceptual designs are feasible for further development in Phase 2A. The Call for Action document provides further provisions on the deliverables and implications for phase 1, phase 2A and phase 2B.

7.2 The evaluation criteria

At the end of phase 1, the Advisory Board will evaluate the Conceptual Designs and the pilot project design. The 'Financial and policy checklist for each phase' will be used as a guidance.
The evaluation will be based on the following criteria:

For each of the Conceptual Designs:

1. Extent to which the Conceptual Design is locally and nationally supported;
2. Extent to which the Conceptual Design is built upon the key principles of Water as Leverage: innovative, integrated and (potentially) implementable, and part of an inclusive development process;
3. Comprehensiveness & Extent to which the potential solutions fit with the described (selection of) challenges;
4. Feasibility: Extent to which the team's vision on these Conceptual Designs could be developed into Proposals for Climate Resilient Water-related Infrastructure Projects.
5. Extent to which financing possibilities have been addressed: whether it is reasonable to conclude that it is likely that the future project can be financed.
6. Environmental & social considerations: evaluating potential positive and negative impacts of the future project. The 'Financial and policy checklist for each phase' in the Call for Action document will be used as guidance.

For the pilot project design:

- Extent to which it is reasonable to conclude that the pilot project can be implemented. Based on all necessary technical drawings for a ready-to-build (small-scale) pilot project with NBS and based on the sponge city model as part of one of the conceptual designs including an upscaling strategy

7.3 Go-/no-go decision and waiting room agreement

The Advisory Board advises the CA on the feasible Conceptual Designs to be further developed. The CA will use this advice from the Advisory Board and will communicate to the team which Conceptual Designs will be transformed into Project Proposals in the subsequent phase. Information on the minimum set of Conceptual Designs and the assessment procedure at the end of Phase 1 is described in the Call for Action document. The CA reserves the right to terminate the contract in case the minimum number of Conceptual Designs with a 'go-decision' is not met at the end of Phase 1.

Waiting room agreement

In the case of a 'no-go decision' - If the assignment will be terminated, 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 duration of this contract and the terms and conditions will remain the same as in the Contract concluded with the initial multidisciplinary team (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 multidisciplinary team.

After concluding the Contract with the initial Contractor, the Contracting Authority will make arrangements with the Tender ranked no. 2 in this tender procedure to conclude the Waiting Room Agreement. The initial 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 start with an inception phase.

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.

8. Phase 2A: Pre-project preparation and structuring of 3 Project Proposals

8.1 The go-decision

The CA will inform the team which of the Conceptual Designs will be developed further.
The Payment schedule for Phase 2A is included in the contract.

8.2 Changes during Phase 2A

The conditions for changes during phase 2A are the same as those for phase 1.

8.3 Completion of Phase 2A

During the last workshop of Phase 2A, the team will present their draft deliverables. After this workshop, the team will finalise their deliverables for the completion of Phase 2A and send them to the CA.

9. From Phase 2A to Phase 2B: Bridging the gap towards climate resilient water-related infrastructure project feasibility studies and beyond

9.1 Procedure to move to Phase 2B

Based on the final deliverables presented at the end of Phase 2A, a go/no-go decision will be made by the CA, incorporating the advice of the Advisory Board, if it is feasible that further detailing of the project proposals of phase 2A by the multidisciplinary team in close collaboration with the project owners and the potential financiers will bridge the gap towards feasibility studies and/or implementation, within the timeframe of phase 2B . The Call for Action document provides further detail on the deliverables and implications for Phase 2B.

9.2 The evaluation criteria

The Advisory Board will evaluate the Project Proposals at the end of Phase 2A. The 'Financial and policy checklist for each phase' in the Call for Action document will be used as a guidance.

The evaluation will be based on the following criteria:

1. Degree of development relevance: Assessed on the basis of expected impacts and preliminary cost-benefit analysis;
2. Implementability: Extent to which the project proposal can be structured as a viable infrastructure project;
3. National and local ownership: Extent to which the project proposal is supported by national and local stakeholders. In particular, the interest and willingness of a Kenyan government entity to act as the project sponsor will be taken into account. Including the willingness to collaborate together with the multidisciplinary team to detail the project proposal further in the next phase, as a result of the celebration ceremony at the end of phase 2a (call for action par 5.2).
4. Clear overview of requirements and procedures to be followed to fit the criteria of the potential financier, what still needs to be done to fit these criteria, including a timeline.
5. Environmental & social considerations: evaluating potential positive and negative impacts of the project proposal.
6. Financing possibilities: Extent to which the project proposal is supported by a potential funder/financier. In particular, the interest and willingness of such an organisation to act as the project funder will be taken into account. Including the willingness to collaborate together with the multidisciplinary team to detail the project proposal further in the next phase, as a result of the celebration ceremony at the end of phase 2a (call for action par 5.2).

9.3 Go-/no-go decision

The Advisory Board advises the CA on the project proposals (if any) to be further developed in Phase 2B. The CA will inform the team about this decision. The CA reserves the right to terminate the contract in case the minimum number of one (1) Project Proposal with a 'go-decision' is not met at the end of Phase 2A.

10. Phase 2B: Bridging the gap towards climate resilient water-related infrastructure project feasibility studies and beyond

10.1 The go-decision

If the team receives a go-decision, it will continue developing and detailing the project proposals of phase 2A further in close collaboration with the project owners and the potential financiers to be able to bridge the gap towards climate resilient water-related infrastructure feasibility studies and beyond.
The Call for Action document provides further provisions on the deliverables and implications for Phase 2B.
The Payment schedule for Phase 2B is included in the contract.

10.2 Changes during Phase 2B

The conditions for changes during phase 2B are the same as those for phase 1 and 2A.

10.3 Completion of Phase 2B

During the last workshop of Phase 2B, the team will present their draft deliverables. After this workshop, the team will finalise their deliverables for the completion of Phase 2B and send them to the CA.

11. Forms, Formats and Contract

The following documents are available:

- WaL Guidelines – Water as Leverage Nakuru (PDF)
- Call for Action – Water as Leverage Nakuru (PDF)
- Application Form – Water as Leverage Nakuru (Word)
- Format Proposal – Water as Leverage Nakuru (PDF)
- Model Contract – Water as Leverage Nakuru (PDF)
- Annex – ARVODI 2018 English (PDF)
- Annex – CV Format (Word)
- Annex – Format Financial Proposal (Excel)
- Annex – WaL Framework CBA and fin feas (Word)
- Annex – WaL CBA and Financial Model (Excel)
- Annex – Financial and policy checklist for each phase

12. Further legal provisions and exclusion criteria

- When signing the contract, the contractor must be registered in the trade register in accordance with the regulations of the country in which the organisation is established.

- An applicant will be excluded from further participation in this Call for Action if it or any subcontractor on whose resources it relies upon in this procurement:
  - Is bankrupt or is being wound up, is under compulsory administration or is the subject of a composition or has indefinitely stopped its payments or is subject to a prohibition on conducting business.
  - Is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or composition or any other similar proceedings.
  - Has been convicted by a judgment which has the force of res judicata for an offence relating to professional practice.
  - Has been guilty of grave professional misconduct and the procuring agencies can prove this.
  - Has not fulfilled its obligations relating to social insurance charges or tax in its own country.
  - In some material respect has failed to provide information requested or provided incorrect information required pursuant to the Call for Action documents.

- If the CA becomes aware that an applicant, or a representative of the applicant, or subcontractor, under a judgment that has entered into final legal force has been sentenced for a criminal offence listed below, such applicant will be excluded from the Water as Leverage programme. Applicants must confirm by signing the Declaration in the Application form that they are not subject to any of the exclusion criteria listed below:
  - Criminal offences referred to in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on combating organized crime.
  - Corruption as defined in Article 3 of Council Act of 26 May 1997 preparation on the basis of Article K.3.2 c Treaty on European Union, the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of, and Article 3.1 Council Joint Action 98/742/JHA of 22 December 1998 adopted by the Council on the basis of Article K.3 of the Treaty on European Union, on corruption in the private sector.
  - Fraud within the meaning of Article 1 of the Convention drawn up on the basis of Article K.3 of the Treaty on European Union for the Protection of the Communities' financial interests.
  - Money laundering as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on measures to prevent the financial system for money laundering, amended by European Parliament and Council Directive 2001/97/EC.
  - Is included in any of the following list of sanctions: 1) Sanctions Act 1977 (Sanctions Act 1977 (dnb.nl), 2) WB exclusion list, 3) EU country exclusion list, 4) US sanction lists, 5) FATF blacklist
  - Is guilty of serious misrepresentation in supplying the information required under this section or has not supplied such information.

- Applicants shall explicitly confirm that they are not subject to any of the exclusion criteria listed above.

This is a publication of
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