



Water as Leverage
Nakuru
for a resilient sponge city

2nd ROUND Q&A - ADDENDUM

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2nd Q&A-Addendum document

Water as Leverage Nakuru for a Resilient Sponge City

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County Government
Of Nakuru



Version: questions until 30 August 2024

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Questions received until 30 August 2024 – ADDENDUM

Addendum answer of question 20: Who is in the Water as Leverage Knowledge Support Track Team (WaL- KST) and how will they interact with the appointed contractor and other stakeholders especially VEI (role split)? Chapter 4.3 states mainly organising workshops (inclusion and training) AND enhancing engagement with stakeholders.

The WaL Nakuru Knowledge Support Track will be executed by UN-Habitat.

Addendum answer of question 57: Where can we find the WaL Guidance document?

The WaL Guidance document will be published after the 7th of October. The final version will be published on the WaL website and announced through our social media channels.

Answer of question 59: Is this project classified as “professional aid” by the Kenyan government? If this is the case, does this also apply to all subcontractors (including the subcontractors)?

- The award amount consists of Dutch money, non-Kenyan money, but the beneficiary is the Kenyan government. How it is fiscally for you will have to be researched by yourself.
- That is why the following is included in the ‘WaL guidelines’ document: in the contract that will be awarded by RVO, the total predefined contract price is exclusive of Dutch VAT and 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.
- It is therefore the responsibility of the main contractor whether or not Kenyan tax exemption will be approved/granted by the Kenyan authorities;
- Also, it is the responsibility of the main contractor whether tax exemption will also apply to the subcontractors.

Question 60: We are uncertain whether the executive summary is part of the 20-page maximum for the proposal. We understand the public summary is not part of the 20-page maximum. However, there is uncertainty on our part regarding the executive summary.

The executive summary of maximum 2-4 pages is included on the max of 20 pages of the proposal itself.

Questions received until 30 August 2024

- 1) **Please explain why a public summary needs to be included in the proposal in the tender phase. We suggest excluding it, at this stage, as we believe it should be a document developed with the client. We can prepare a concept public summary to be discussed in the kick-off meeting.**

The public summary will be distributed to key stakeholders, including Kenyan Government executives, Nakuru County, the Dutch Ministry of Infrastructure and Water Management, the Dutch Embassy in Kenya, and Nakuru's water facilities. It will also be used to announce the awarded team on the WaL website www.waterasleverage.org

Therefore, excluding this document is not anticipated.

- 2) **Can VEI be allowed to be part of any multidisciplinary team?**

As VEI is the local partner of the RVO, it cannot join a multidisciplinary team due to the conflict of interest.

- 3) **How are the phases described in the WaL principles infographic fit the phases of the WaL Nakuru Programme?**

Phase 1 (Initiation & Preparation) aligns with Phase 1 of the WaL Nakuru programme. Phase 2 (Project Ideation) will start during Phase 1 of the WaL Nakuru programme and conclude by the end of Phase 2A. Phase 3 (Pre-Feasibility) corresponds with Phase 2B of the WaL Nakuru programme. The phases of WaL Nakuru as described in the Call for Action document are leading.

4) It is our understanding that the WAL- KST team will organize and support the local workshops. Could you please elaborate on their exact role and responsibilities?

More information about the WaL Nakuru Knowledge Support Track can be found in chapter 4.3 'Water as Leverage Nakuru Knowledge Support Track (WaL- KST)' and chapter 6 'WaL Nakuru Knowledge support track in more detail' in the Call for Action Document.

The WaL- KST team will collaborate with the multidisciplinary team to co-organize the workshops, jointly determining the objectives and program to ensure each workshop's success. The WAL- KST, VEI, RVO, the multidisciplinary team, local, national and (international) key counterparts and the broader stakeholder environment are required to work together to jointly reach the ambitions and objectives of Water as Leverage Nakuru.

The WaL- KST team takes the lead on the workshop design and working methods (including moderation), through proactive interaction with the multidisciplinary team and all other key counterpart organisations.

5) Will the WAL- KST be running the workshops or the multidisciplinary team? Or is the intention for planning and undertaking to be done in collaboration/ through co-convening?

As described in the Call for Action chapter 4.3, paragraph 4.3.3: The WaL-KST team will act as the lead of the workshops (9 in total) and will work in close cooperation with RVO, VEI, the Dutch Embassy in Kenya, the multidisciplinary team, partners, and other relevant stakeholders.

The WaL-KST team has to identify the needs of the multidisciplinary team, the City and the County government of Nakuru and shapes the workshop in such a way that it is tailored to the needs of all participants. The multidisciplinary team, however, has an active role in the preparation of the workshops.

As described in the Call for Action chapter 4.1, table 'Key counterpart organisations': The WaL-KST team will cover the planning and execution of local design workshops, financial and policy workshops and will facilitate the knowledge exchange during the WaL process.

6) In order to best align our competences and avoid redundancy, what expertise will the WAL- KST team mobilize towards the workshops, and what experts will they have on the spot?

The role of the WAL- KST is different than the role of the multidisciplinary team, therefore redundancy in expertise's is not expected.

7) In the case where the WAL- KST is responsible for workshop participant selection, how are the invitees selected, and how instrumental is the WAL- KST team in guaranteeing their participation?

As described in the answer to question 4, the WaL-KST team will act as the lead of the workshops (9 in total) and will work in close cooperation with RVO, VEI, the Dutch Embassy in Kenya, the multidisciplinary team, partners, and other relevant stakeholders. While the WaL KST team is coordinating efforts on inviting participants, ensure high-quality representation from all stakeholders and communities that need to be involved in WaL project development activities, this is a joint effort, which requires an active role from the multidisciplinary team, RVO, the Embassy and VEI.

8) How do we coordinate our stakeholder mapping and communication efforts with the WAL- KST team?

At the initiation of the contract, the multidisciplinary team and KST-team are to jointly define a strategy and methodology for stakeholder mapping and coordinated communication.

9) Can the WAL- KST team be requested to disseminate or collect information before or following the workshops?

More information is available in chapter 4.3 'Water as Leverage Nakuru Knowledge Support Track (WaL-WAL-KST)' and chapter 6 'WaL Nakuru Knowledge support track in more detail' in the Call for Action Document.

The WAL- KST and VEI, are responsible to disseminate information about the workshops, yet collecting information outside of their scope of work from the organisation of the 9 workshops is not.

As described in the Call for Action chapter 4.3, paragraph 4.3.5: Gathering, managing and sharing knowledge, research, data, contacts, etc. remains of key importance throughout the process of Water as Leverage. Partially organising this through the WaL- KST strengthens the positioning of the programme towards for example key counterpart organisations or communities and NGOs. The WaL- KST team will maintain and update the shared knowledge repository (developed as part of the Setting the Scene phase), in close collaboration with VEI, key counterpart organisations and the multidisciplinary team.

10) How flexible is the existing workshop schedule?

The Contracting Authority reserves the right to adjust the time table, if necessary. This will be communicated to applicants in a timely manner.

If circumstances that are not yet foreseen require the scheme to change, this can be changed in collaboration with local counterparts and stakeholders involved, after the CA approval.

11) If we wish to conduct supplementary workshops, can the WAL- KST team be asked to participate or contribute to these?

The WAL- KST team is contracted by the RVO to organize the 9 workshops that are part of the WaL Nakuru program. If the multidisciplinary team wants to organize additional workshops, they are free and fully responsible for doing so. The WAL- KST may be approached for involvement, but the CA cannot guarantee their participation neither allocate extra budget.

12) Which data will be shared by the WAL- KST team concerning stakeholder engagement, data analysis, etc? When would this happen?

See response to questions 5, 6, 7, 9, 10, and 14.

In addition, the publication "[Setting the Scene](https://www.worldwateratlas.org/news/the-setting-the-scene-report-for-the-water-as-leverage-nakuru-for-a-resilient-spo)" < <https://www.worldwateratlas.org/news/the-setting-the-scene-report-for-the-water-as-leverage-nakuru-for-a-resilient-spo>> collects a comprehensive data collection and information about Nakuru, together with many documents shared in the repository.
[Digital Library - Google Drive](#)

13) Assuming insufficient data, who's responsibility would it be to cover the costs of the data gathering? (Surveys, GIS data, ...)

The multidisciplinary team is responsible to collect all necessary and desired data. However, this is associated with the respective phase of the process. So for example for the feasibility phase further detailing may be necessary, but that data is not yet to be collected, just identified.

14) Not all the data in the document is available as actual GIS data (hotspot shapes, flood extents, specific risk locations, well fields, earlier projects). Can this be made available to bidding teams?

Collected data are available for in the repository: [Digital Library - Google Drive](#)
In addition, see response to question 13.

15) Does participating in this phase preclude us from downstream phases (feasibility onwards) given that the Contractor is to write ToR's for at least ONE feasibility studies so can't participate in bidding for those?

This will depend on the eligibility criteria of the future contracting authority.

16) Contract valid for all phases 1, 2a and 2b with go/no go applicable for phases 2a and 2b. If the subsequent phases (incl. approvals) are significantly delayed beyond the proposed program, what is the avenue for recourse (especially financially given possible changes in cost base)?

In the WaL Guidelines document, paragraph 3.5 'Pre-defined maximum price', it is mentioned that '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.)' without being affected by any delays.

17) IP (incl. background IP) license to CA and Key Counterpart Organizations is a perpetual unlimited license?

Yes, unless the call-back provision will be used by the CA which will be when the IP rights are not exploited within 4 years after the contract end date, they will be transferred to the CA.

18) Can we have access to the (4) plans referred to in the call (page 4/27)

The plans can be found and downloaded in the digital repository: [Digital Library - Google Drive](#)

19) Can we have access to the other WAL (India, Colombia) reports/results?

All relevant documents are published on the Water as Leverage website: www.waterasleverage.org and for Water as Leverage Cartagena on: <https://walcartagena.org/>

20) Who is in the Water as Leverage Knowledge Support Track Team (WaL- KST) and how will they interact with the appointed contractor and other stakeholders especially VEI (role split)? Chapter 4.3 states mainly organising workshops (inclusion and training) AND enhancing engagement with stakeholders

The WAL- KST team will be announced through the WaL Social Media Channels together with the selected team, in November 2024.

In addition, see also responses to questions 4,5,7 and 8.

21) “Hotspots are defined as physical locations and/or physical systems in the city of Nakuru for which technical challenges and problems have the potential to be addressed through one or multiple infrastructural project interventions.” Have specific projects been identified already in these hotspots and are there relevant projects running which impact the area and this study in any way?

Some relevant projects are identified, and further explained in the 'Setting the Scene Report' in chapter 11 'Ecological projects and development' on page 110.
<https://www.worldwateratlas.org/news/the-setting-the-scene-report-for-the-water-as-leverage-nakuru-for-a-resilient-spo>

The Showcase project 2024 "Sponge Garde Nawassco" is located in hotspot 3 and explained further on page 9 in the 'Call for Action' document.

22) Is there a diagram/organogram of the different stakeholders and their organisational structure?

The stakeholders are described in the Setting the Scene report with diagrams in different parts of the document. E.g. page 70 and 71 < [>>](https://www.worldwateratlas.org/news/the-setting-the-scene-report-for-the-water-as-leverage-nakuru-for-a-resilient-spo)

23) Why 3-5 conceptual designs and 1 pilot? Is this defined as best to aim for from previous WaL projects?

The focus and goals of WaL vary in each city, depending on the local context, challenges, and opportunities. For WaL Nakuru, the focus was defined to concentrate on a minimum of 3 and a maximum of 5 conceptual designs, given the size of the city and the program's time frame; and 1 pilot project design, as part of one of the conceptual designs. For more information, see paragraph 5.1 in the 'Call for Action' document.

24) What is the type and size (criteria) for project proposals? Proposals should not exceed a project budget of 10 million euros....

The type and size of the project proposals should be developed by the multidisciplinary team and determined in collaboration with other stakeholders during the workshops, and in coordination with the CA. See more in the 'Call for Action' document chapter 2 – Objectives of the Call for Action, third paragraph.

In addition, in paragraph 5.2 as part of the deliverables of phase 2A it says that 'at least one of these proposals should not exceed the project budget of 10 million euros.' This is a first budget indication.

25) What constitutes a 'small scale physical pilot project'? Are there more detailed guidelines (beyond 'implementation budget of approx. 250.000-500.000 euros')? Can examples from previous WaL projects be shared?

A small-scale physical pilot project in the context of WaL Nakuru constitutes a project with a budget between 250,000 – 500,000 euro. More about the Pilot project can be found in page 12 and 13 in the Call for Action document.

However, note, that previous WaL Programmes had no pilot projects that were designed and implemented during the period of the programme. The WaL Chennai programme developed a pilot project after the programme finished. See this video for more reference: <https://www.youtube.com/watch?v=PodVjTA4vgU>

See the response to question 19.

26) Is there an overarching integrated Master Plan for Nakuru?

The following plans can be found in the repository: [Digital Library - Google Drive](#)

- Nakuru Municipality integrated development plan 2019-2023' in which linkages are made with the legal and policy framework. other policies/plans such as Kenya Vision 2030, County Integrated Development Planning, Integrated Strategic Urban Development Plan, SDGs;
- Climate Resilient Water Management and supply plan-2050, Nakuru County. Towards a Water Resilient County';
- Nakuru town. Integrated Strategic Urban Development Plan (ISUDP) 2014-2034 (2013);
- Nakuru Municipality Integrated Development Plan (IDEP) 2019 – 2023).

27) What is the extent of support required for pilot project implementation (supervision part time, full time or none)? i.e. "offer their support during the implementation phase in case of questions on the design/technical drawings and be on standby for Quality checks"

This is part-time support by the multidisciplinary team as an advisor to the project owner and the potential project funder. This will have to be determined in collaboration with the CA, VEI and the project owner and project funder.

28) Please provide more information on the 'Gap Fund' referred to on page 15 (Section 5.3 of Call for Action Document) as follows: "At least one application for a City Climate Finance Gap Fund proposal, in line with the requirements of the Gap Fund"

Information on the City Climate Gap Fund is available on: <https://www.citygapfund.org/>

- 29) Please confirm if Dutch VAT applies: Section 3.5 states “The contract price is exclusive of Dutch VAT, inclusive of local VAT....” BUT later in the section states “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 decree², a 0% Dutch VAT rate applies to this assignment.”**

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

- 30) Is there a complete outline/map/details on the ‘the ‘WaL ecosystem’ (pg 3, section 2 of Document 4: Format Proposal)**

The WaL Nakuru Ecosystem is explained in the Call for Action document, chapter 4, page 7 and 8.

- 31) A format is provided for CVs (Annex) however only a description is provided for project references in Doc 4 (provide short descriptions of 5-10 projects that highlight previous work relevant to Water as Leverage Nakuru). Please provide guidelines/a format to ensure comparable submissions.**

It is up to the multidisciplinary team to decide how to provide the project descriptions, there is no pre-defined guideline.

- 32) The Setting The Scene Report refers to “potential hotspot areas for interventions are defined”. Does that mean the 7 hotspots are open to review at the start or during the WaL Nakuru project if deemed necessary or are these now fixed?**

The identified 7 hotspots are starting points for the applicant to consider. However, if the multidisciplinary team presents a compelling proposal and can clearly justify the relevance of an additional hotspot for the conceptual project, the CA is open to discussion. Before proposing this action, please carefully consider the additional time and costs involved in conducting further research to identify another hotspot since no extra budget will be allocated.

- 33) Can we propose multiple CVs for one KE position and one expert for multiple KE positions?**

It is up to the applicant to decide.

As described in the Call for Action document, par 5.4: ‘A diverse set of expert roles and responsibilities are currently defined, for which roles and responsibilities may be combined, with the exception for the design team lead and project manager. Additional team members can be proposed based on the criteria of the applicant, to further strengthen the team to implement the described activities, as long as the minimum required expertise’s are included.’

- 34) The Engineer KE8 position is very broad. Can we propose 2 CVs for this position. Also please clarify what is meant by ‘modelling’, is this hydrological or hydraulic modelling?**

See response to question 33.

Modeling can be hydrologic, hydraulic, analytical, empirical, or numerical. While engineers have broad expertise in these areas, it is expected that they will apply their knowledge and experience to propose the appropriate and necessary type of modeling.

35) Are the number of workshops proposed in the “Call for Action” (9 total) considered as a minimum and is the Consultant allowed to deviate from this number?

The multidisciplinary team are free to suggest adding extra workshops in their proposal. Before proposing this action, the CA suggests to carefully consider the additional time and costs involved in organizing extra workshops, in addition, the WaL- KST team and VEI are contracted to organize and support 9 workshops only; the extra costs this action will bring, will be the multidisciplinary team's responsibility.

36) In the Deliverable of Phase 2A, “expected environmental and social impacts of the project proposal” need to be included. As environmental and social impact assessments can be done in very different levels of detail, can the client elaborate on the level of detail of the impacts that is expected as part of the deliverable?

As stated in the Call for Action document, the multidisciplinary team transforms a minimum of three Conceptual Designs from Phase 1 into project proposals on a pre-feasibility level to be delivered in phase 2A. The level of detail of expected environmental and social impacts of the project proposals will have to be determined by the team itself with inputs from the participants at the policy & financial workshop and if necessary in between.

37) At the end of Phase 2A the celebration ceremony will be organized. Can the Consultant assume that the Client is responsible for the organization and facilitation of this ceremony?

The celebration ceremony is part of the workshops (LDW 4 & FPW2), which will be organised by the WaL-KST team and VEI; it is however expected that any material of the project proposals to be presented during this ceremony shall be delivered by the multidisciplinary team.

Refer for more information to chapter 5.2, paragraph 2 page 14; or chapter 6.2 paragraph 6 page 20 of the Call for Action Document.

38) Art. 2.5 of the concept agreement contains a penalty clause. If the target date is exceeded, a penalty will be charged. Since WaL philosophy is about collaboration and the risks of a delay of the project is partly determined by factors beyond our control, we kindly ask to remove this article from the contract.

Article 2.5 will be removed from the contract.

39) Regarding the contract, given that the contract has a duration of 2 years and prices cannot be indexed within this period, if a delay occurs and an extension of the contract is required due to delays caused by Local Authorities, should we be permitted to adjust our prices for the subsequent work or phases?

In the WaL Guidelines doc, paragraph 3.5 'Pre-defined maximum price' it is mentioned that '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.)'.

See also the answer to question 16 and 17 of the first Q&A document published on the 2nd of July; that can be found here:

<https://www.tenderned.nl/aankondigingen/overzicht/340677>

40) Could you provide a list of available data that will be provided by the client and in what data format?

The publication “[Setting the Scene](https://www.worldwateratlas.org/news/the-setting-the-scene-report-for-the-water-as-leverage-nakuru-for-a-resilient-spo)” < <https://www.worldwateratlas.org/news/the-setting-the-scene-report-for-the-water-as-leverage-nakuru-for-a-resilient-spo>> collects a comprehensive data collection and information about Nakuru, together with other documents shared in the repository: [Digital Library - Google Drive](#)

- 41) Format for Financial Proposal: Regarding the Excel file titled "Format for Financial Proposal," it is noticed that the last page, titled "Technical Bid (Expert Days)," appears to follow a different rationale for phases. Could you please confirm if this page is accurate? If not, could you provide an updated version?**

A revised document has been published in TenderNed together with this Q&A document.

- 42) Chapter 5: "The feasibility study itself is not part of the Contract within the WaL programme. The feasibility phase entails, for example, detailed technical and financial feasibility, ESIA, and other assessments to refine the Climate resilient water-related infrastructure Project Proposals into implementable projects." Question: Do we understand correctly that a complete ESIA with all accompanying ESIA documents is not required to be delivered in Phase 1, 2A, or 2B? Instead, you require information regarding the expected environmental and social impacts of the project proposals in Phase 2A. Could you please confirm this understanding and provide any additional details on the specific environmental and social impact information expected in Phase 2A**

That is correct. For the additional details on the specific environment and social impact information, please see the response to question 36.

- 43) Chapter 5.1: Contents and Deliverables of Phase 1 Question: Regarding the conceptual designs, can we confirm whether it's 3-5 designs total or 3-5 designs per hotspot?**

It is confirmed: 3-5 conceptual designs in total.

- 44) Chapter 5.1: Contents and Deliverables of Phase 1 Question: Regarding the development of the pilot project design as part of the deliverables for Phase 1, could you please clarify whether this pilot project requires a full comprehensive Environmental and Social Impact Assessment (ESIA)? If a full ESIA is not required at this stage, what specific environmental and social impact information should be included in the pilot project design?**

The specific environmental and social impact information for the pilot project design will have to be determined by the team, in collaboration with the CA, VEI, the potential funder and the potential project owner.

- 45) Chapter 5.2: Contents and Deliverables of Phase 2A Question: Regarding the requirement for an "in-depth evaluation of the potential impacts on economic development, social impacts, and employment in the city," could you please clarify if there is a specific framework or set of guidelines that we should follow for this evaluation? If so, could you provide details or reference documents that outline the required methodology and criteria for this assessment?**

There is no specific framework or set of guidelines for an in-depth evaluation of the potential impacts on economic development, social impacts and employment in the city. It is up to the multidisciplinary team how to proceed with it. The 'WaL Framework for Cost-Benefit Analysis and Financial Pre-Feasibility Assessment' that is one of the annexes of the tender documents could provide some guidance.

- 46) Chapter 5.4: Applicants and required expertise Question: We note that the expertise team is required to include a resettlement expert. Could you please clarify the specific reasons for this requirement? Are there anticipated resettlement or land acquisition issues within the scope of the project that necessitate this expertise? Additionally, could you provide more details on the expected role and responsibilities of the resettlement expert during Phases 1, 2A, and 2B of the project?**

Information about the social context in Nakuru related to resettlement challenges can be found in the Setting the Scene document: < <https://www.worldwateratlas.org/news/the-setting-the-scene-report-for-the-water-as-leverage-nakuru-for-a-resilient-spo> >

It is essential to have a resettlement expert on the team to support spatial and social challenges with a deep understanding of the local context.

47) What is the expected level of detail for each component of the checklist, particularly for the pilot project in Phase 1?

The expected level of detail for each component of the checklist will have to be determined by the multidisciplinary team with inputs from stakeholders especially during the local design/policy & finance policy workshops.

The expected level of detail for each component of the checklist for the pilot project in phase 1 will have to be determined by the team, in collaboration with the CA, VEI, the potential funder and the potential project owner.

The checklist itself, called 'Financial and policy checklist for each phase' is added as an annex to the tender documents.

48) Are there any specific templates or guidelines available for completing each section of the checklist?

It is up to the multidisciplinary team to decide what template or guideline(s) they would like to use for completing each section of the checklist.

49) Are there particular metrics or criteria that should be used for the general evaluation of potential impacts (economic development, social impacts, ecology)?

The multidisciplinary team may use the Annex WaL CBA and Financial Model.

50) How should our proposals coordinate with any ongoing projects or initiatives in Nakuru or at the national level?

By using the information of the Setting the Scene report and the inputs from LDW and the FPW and any other meetings in between.

51) Could you please clarify who will be responsible for hosting and organizing the Local Design Workshops (LDWs)? Will this responsibility lie with the multidisciplinary team, VEI, or another entity?

See responses to questions 4 and 5.

52) Who are the key stakeholders and participants expected to be involved in the LDWs? Are there specific organizations, community groups, or individuals that must be included?

See response to question 4, 5, and 7.

53) Will the multidisciplinary team have a say in the programme and agenda of the LDWs? If so, to what extent can we influence the structure, topics, and activities of the workshops?

See response to questions 4 and 5.

54) How will the attendees for the LDWs be selected, and what role will the multidisciplinary team play in this selection process?

See response to questions 4 and 5.

55) Are there specific goals or outcomes expected from each LDW that the multidisciplinary team should be aware of and plan for?

As mentioned in par 6.1 of the call for action document 'The multidisciplinary team is obliged to participate in the Local Design Workshops (LDWs) to verify, adjust, enrich and prioritise the (draft) deliverables during these workshops. LDWs are a key element of the WaL-approach and can be seen as milestone events in the process of jointly working from challenges towards common solutions.

The multidisciplinary team is responsible for building local coalitions, enhancing capacity and gaining local support during the process. This is also part of the teams' deliverables. As such, these workshops will provide a platform to discuss, modify and verify the process and deliverables, such as the conceptual designs and project proposals

56) Regarding the workshops, can we please clarify if the contracting partners will provide the space, equipment, and furniture (e.g., tables and chairs) for these sessions, with the understanding that the consultant would supply all necessary materials, printouts, and other required items?

VEI will arrange the location for the workshops, including tables, chairs, and a projector. The multidisciplinary team must provide all necessary materials and bring their own technical equipment (e.g., laptops).

57) Where can we find the WaL Guidance document?

A 2-pager is available in the knowledge repository with the WaL principles. The full WaL guidance document is not completed yet. The final version will be published on the WaL website and announced through our social media channels.

58) During the online information event it was mentioned a LinkedIn group will be open for interested parties to connect. Where can we find the group page?

This page 'Water as Leverage Nakuru for a Resilient Sponge City - Meeting spot' can be found with this link: <https://www.linkedin.com/groups/13053421/>

59) Is this project classified as "professional aid" by the Kenyan government? If this is the case, does this also apply to all subcontractors (including the subcontractors)?

This question will be answered shortly.

Questions received until 24 June 2024

- 1) **Will the recorded presentation be shared so people that are unable to join today and view this session later?**

The 'Water as Leverage Nakuru procurement' online information event has been recorded and is available (including the presentations) on: <https://www.worldwateratlas.org/news/call-for-action-wal-nakuru-has-been-launched/>

- 2) **In the WaL Asia video we see that WaL is taking on a bottom-up approach. How is the reflected in or adopted by WaL Nakuru? Most notably in the Research, Analysis and Design Phase (Phase 1) of Call for Action?**

The relevant information on the procurement for Water as Leverage Nakuru is mentioned in the procurement documents on <https://www.tenderned.nl/aankondigingen/overzicht/340677> and the Setting the Scene document: [The "Setting the Scene" Report for the Water as Leverage Nakuru - World Water Atlas](#)

- 3) **I understand the long historic presence of VEI in Nakuru. What is their role/mandate within WaL (next to RVO/Nakuru City/Nakuru County Gov't)? Solely as Contract or Process Manager, or does it also involve itself in the implementation of WaL through technical or stakeholder process advice and reviewing? If so, how are responsibilities and lines of communication demarcated (also vis-à-vis with RVO, Nakuru City, Nakuru County Gov't, Consultant(s), key stakeholders, etc.)?**

The role of VEI is explained in paragraph 4.1 'Key counterpart organisations' of the Call of Action.

- 4) **For quite some of the hotspots, there seems to also be quite a peri-urban (or even agricultural) focus. Maybe RVO could reflect on how that is / was in other WAL programs?**

The focus of WaL in each city is depending on the local context and challenges.

- 5) **What are the eligibility criteria?**

The eligibility criteria are explained in paragraph 5.4 "Applicant and required expertise" of the Call for Action document as well as in the 'WaL Guidelines' document chapter 3 'Call for Action: the Proposal' and chapter 4 'Assessment procedure to enter Phase 1'.

- 6) **The 'Guidelines - Water as Leverage Nakuru for a Resilient Sponge City' document states that the proposal should contain a maximum of 30 pages. The 'Format Proposal' states that there should be a maximum of 20 pages. Which of the two should be considered correct?**

The maximum of pages for the proposal should be 20 pages, as explained in the Proposal Format Document. The number of pages of 30 mentioned in the Guidelines document was incorrect.

- 7) **The Proposed Format for the Proposal is divided into 4 main chapters (1 - vision on the challenge, 2 - approach, 3 - team experience and expertise, 4 - project management). This structure is not fully coherent with the award criteria as listed under '4.3 The award criteria' in the Guidelines-document. Is this on purpose or would a structure following the award criteria (1 - understanding the challenge, 2 - quality of the approach, strategy and first ideas to address the city challenges, 3 - quality of the proposed team and project management strategy) be more beneficial? In conclusion: is it more desirable to have 4 chapters (according to Proposed format) or 3 chapters (according to Guideline-document)?**

The proposal will be awarded based on the 3 award criteria as mentioned in paragraph 4.3 of the WaL Guidelines document. Project management is part of the third award criteria "Quality of the proposed team and project management strategy".

- 8) **Is it possible to rewatch the online information session that was held on June 20th?**

See also question 1.

- 9) Is the WaL Nakuru Knowledge Support Track supporting the organization and facilitation of both 'Local Design Workshops' and 'Financial and Policy Workshops'?**

More information about the WaL Nakuru Knowledge Support Track can be found in chapter 4.3 'Water as Leverage Nakuru Knowledge Support Track (WaL- KST)' and 6 'WaL Nakuru Knowledge support track in more detail' in the Call for Action Document.

- 10) Is the budget for organizing these workshops integrated into the WaL Nakuru Knowledge Support Track? If yes, do those costs also cover travel and accommodation expenses for the experts working on this assignment?**

The WaL- KST is a separate assignment as mentioned in par 4.3 with a separate budget, that is not part of this Call. In the WaL guidelines doc in paragraph 3.5 'Pre-defined maximum price' it is mentioned that '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.)'. So the answer to the question 'do those costs also cover travel and accommodation expenses for the experts working on this assignment' is that these expenses are not included.

- 11) In this paragraph (12. Further legal provisions and exclusion criteria), it is stated: Applicants shall explicitly confirm that they are not subject to any of the exclusion criteria listed above. Question: How should we provide this confirmation?**

In the Application Form of WaL Nakuru that has to be signed to be able to submit a proposal, in chapter 6 'Declaration and signature' it states that 'My organisation is not subject to the exclusion criteria mentioned in the Guidelines document.'

- 12) We need to submit a public summary with a maximum of 300 words. Do these pages count towards the maximum number of pages allowed for the proposal, or are they in addition to the page limit?**

The Public summary of maximum 300 words is not included in the max of 20 pages of the proposal itself, but must be submitted as a separate Word-file as part of the proposal.

- 13) In the Proposal Format, a maximum of 20 pages is specified, while the guidelines mention a maximum of 30 pages. Could you please clarify the allowed number of pages for the proposal and specify which parts should be included within this page limit?**

See also question 6.

- 14) In the draft contract, it is stated that 40% of the payment will be made after receipt and acceptance of the results. We kindly request that you revise this payment term to "payment will be made upon delivery of the results", as payment should not be contingent on the acceptance of the results but rather on the delivery of the agreed-upon services.**

No changes to the Model Contract are foreseen.

- 15) Could you elaborate on the difference in role between WaL-WAL- KST and VEI, e.g., both facilitate and organize the LDW?**

The role of the WaL- KST contractor and the other key counterpart organisations is described in paragraph 4.3 "Water as Leverage Nakuru Knowledge Support Track (WaL- KST)" of the Call of Action document. Furthermore, in paragraph 4.1 "Key counterpart organisations" of the Call of Action document, it is also mentioned that VEI is responsible for the logistics of the Local design workshops and the Finance and Policy workshops.

- 16) The contract duration is 2 years. We are requesting the option to adjust our rates and prices for inflation after the first year of the contract. Would you be able to agree to this request?**

In the WaL Guidelines doc, paragraph 3.5 'Pre-defined maximum price' it is mentioned that '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.)'. So adjusting rates and prices for inflation should be included in this predefined contract price.

- 17) We need to submit a budget/pricing for this proposal. Could you please confirm that the budget/pricing will not be considered as part of the award criteria and that the contract will be awarded based on quality alone?**

In paragraph 4.3 of the Guidelines document. the award criteria 'Quality of the proposed team and project management strategy' also 'The quality and clarity of the financial proposal and project management strategy, including a risk evaluation and mitigation section' will be taken into account.

- 18) You mentioned the waiting room agreement in the contract. Could you clarify if the waiting room agreement is mandatory for the party ranked no. 2? Can you publish the waiting room agreement?**

As mentioned in the WaL Guidelines document paragraph 7.3, the 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. Signing the waiting room agreement is not mandatory. Once the waiting room agreement has been signed the terms are enforceable and the Tenderer is obliged to perform the activities as stipulated.

For the waiting room agreement the Model Contract will be used. As mentioned in the WaL Guidelines document: '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.'

- 19) It is stated that the 2025 pilot project will be a separate assignment. Can the contractor of the Water as Leverage Nakuru project also tender for the 2025 pilot tender?**

The Call for Action document mentions that the implementation of the 2025 pilot project itself is not part of this assignment. It will depend on the future project owner, financier and/or Contracting Authority what the eligibility criteria will be and therefore what organisations will be able to apply for this phase.

- 20) Why are the links on TenderNed not working? Will the tender still proceed?**

The tender will proceed as planned. Due to some administrative problems, there was trouble registering the tender correctly. The correct link is: <https://www.tenderned.nl/aankondigingen/overzicht/340677>

- 21) Where will I be able to find the 'Water as Leverage guidance' document?**

As mentioned in the Call for Action document, a 2-pager on the WaL Guidance will be available. This document can be downloaded on: [The "Setting the Scene" Report for the Water as Leverage Nakuru - World Water Atlas](#) by clicking on the 'repository available here'.

- 22) About the potential for irrigation with the floodwater: for what type of uses would that be? In the city or also for more agricultural areas?**

The relevant information on the procurement for Water as Leverage Nakuru is mentioned in the procurement documents on <https://www.tenderned.nl/aankondigingen/overzicht/340677> and the Setting the Scene document: [The "Setting the Scene" Report for the Water as Leverage Nakuru - World Water Atlas](#).

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