

Aanbesteding: Feasibility study leveraging flood protection for resilience in Khulna, Bangladesh
Aanbestedende Dienst: Invest International Public Programmes B.V.
Referentie: D2B20BD01

Toelichting:

Ref.nr. **Onderwerp:**
1 Contract

Vraag:

Although the draft contract and general T&C's are included in the annexes, we have (as referred in an earlier submission) several questions on them, as they contain several mistakes and contradictions, making an immediate full legal review difficult. For example: Clause 1.2 mentions the 5 documents that form part of the contract but does not refer to the Invest International T&C of Jan22. Clause 6.1 states however that the contract is exclusively governed by the T&C's of Invest International Jan 22. Clause 4.3 refers to a Framework Agreement?? And it is mentioned that a number of terms are written in initial capitals??

Given the above, could we suggest that ARVODI 2018 applies to this contract or alternatively, agree on submission of the tender, while allowing contract negotiations and possible amendments to the agreement afterwards (i.e. relaxing point 7.22 of page 48 of the tender document). Your response on this suggestion is appreciated.

Antwoord:

Annex 4: The General Purchase Terms and Conditions for the group of Invest International, version January 2022, will be applied. Please ignore all references to ARVODI in Annex 3.

Beantwoord op: 26-04-2022
Label: Contract

Ref.nr. **Onderwerp:**
2 Team members

Vraag:

Euroconsult Mott MacDonald BV partnered with the Khulna University for Engineering and Technology (KUET) for the RVO Khulna Water as Leverage Project contract. Prof. Prof. Mustafa Saroar was a key member of our team. We were assured that our companies would not be conflicted out of participation for follow-on assignments and that RVO would also exercise the required caution required for this. We noted that Prof Saroar played a role in preparing the D2B assignment. We therefore would like to reconfirm

that Prof. Saroar can still be proposed as one of the team members of a Euroconsult Mott MacDonald BV led bid for the Khulna D2B assignment as he did not write the Terms of Reference for this contract.

Antwoord:

Any individual who was involved in the drafting of the ToR cannot provide input to the bids prepared by consultants and thus cannot be part of the consultant teams.

Beantwoord op: 26-04-2022

Label: Juridisch

Ref.nr.

3

Onderwerp:

Clarification requests

Vraag:

- 1) Will it be allowed to split KE4 and KE5 into an Environmental Specialist and A Social Specialist? If this is allowed, how will the evaluation be conducted?
- 2) If the same expert is proposed for more than one position, do separate CVs of the same individual need to be submitted for these different positions?
- 3) 3.7 “The tenderer must possess all environmental permits....” Can you confirm that no such permits are required for Bangladesh?
- 4) 4.3.2 No evidence needs to be submitted at this stage to substantiate the core competences of the tenderer. Does the technical proposal need to include a reference to the assignments (without the evidence)?
- 5) If the requirements of the tenderer are not part of the evaluation, why is the requirement “at least one reference assignment” and not simply “one”?
- 6) p. 30 mentions both 100,000 euro and 150,000 euro as minimum value of reference assignments. Which of the two is correct?
- 7) p. 33, 5.1 refers to a minimum of 60 points and 50 points to be scored to quality. This seems to be inconsistent.
- 8) p. 33, 5.1, the sentence under the table refers to paragraph “5.2.1 to 5.2.5”. We could not find paragraphs 5.2.4 and 5.2.5
- 9) p. 33, 5.2, item 4 in the table, demonstrated experience with D2B and Drive is required. Why is this limited to these two only and not formulated more broadly to encompass experience with project preparation? This especially since item 4 also refers to the fit with Government of Bangladesh

requirements. Only referring to D2B and DRIVE experience seems to unnecessary limit the number of bidders.

10) p. 35 and 36. The ability to communicate in Bangla has been made an assessment aspect for KE3 to KE7. At least for KE3 this seems redundant as there is also a non-key expert with Bangla requirements. Similarly, for KE4 who will be supported by KE5.

11) p. 37, para 5.5 Please confirm that if more than one the bidders offers a price of or below 670,000 euro, all of these will receive 15 points.

12) p. 14, para 7.3, bidders are not allowed to contact parties other than the contact person. Does this include KCC? Or site visits to KCC allowed as part of bid preparation?

13) Pp 34, para 5.2.2, item 2 “Relate your answer as much as possible to a position mentioned in your CV. “ This seems to suggest that apart from a CV demonstrating the experience for the assessment aspects, the technical proposal should include a separate section where this is discussed point by point for each expert for each of the assessment criteria. Please confirm this is indeed the intention.

14) Please confirm requirements of the executing team as provided in para 3.2 will not be part of the evaluation and that the items mentioned in the concerned description therefor do not need to be highlighted in the CV at this stage and that only the assessment aspects mentioned in Chapter 5 will be evaluated. We understand that proof of the team requirements will only be asked at a later stage and that no points will be awarded to meeting these requirements.

15) Annex 3 Model Agreement refers to ARVODI 2018 as general Terms and Conditions. At the same time Annex 4 contains the general Terms and Conditions of Invest International dated January 2022. Which of the two prevails and will ultimately be used in the final contract agreement for this project?

Antwoord:

1. Based on the evaluation criteria, it is not possible to split KE4 and KE5 as suggested; however the bidder may propose two separate experts, one environmental and one social, for each of these positions. The maximum points per position will remain the same.

2. This is not necessary. One CV clearly outlining the expertise (and thus match) for the different positions will suffice.

3. We will answer this question in the second Memorandum of Information.

4. Yes, the technical proposal should only include references to the

assignments. Evidence does not need to be submitted at this time and may be requested at a later stage.

5. Only one reference per core competence is required, as stated in the call-out box under 4.3.2.

6. The total value of the reference assignment must be at least 100.000 euro (exclusive of VAT).

7. Both references should be 51 points. Please note that the maximum score of the quality criteria together is 85 points.

8. The paragraph numbers are missing in the Tender Document. 5.2.4 refers to Key Experts (page 34) and 5.2.5 to Non-Key Experts (page 35)

9. If no DRIVE and D2B experience can be demonstrated, the bidder must provide evidence of having worked with similar financing instruments, and establish how these compare to D2B and DRIVE (or ORIO).

10. The proficiency in Bangla is considered to be a valuable competence for all key experts.

11. We can confirm that all offers at or below Euro 670,000 will receive 15 points.

12. All communication related to this tender should be directed to IIPP's contact person via TenderNed or to procurement@investinternational.nl. Attempts to directly contact parties other than the contact person stated above, and in relation to this tender process, are prohibited.

13. Yes, the assessment criteria need to be described in narrative form in the technical proposal with special focus on role, results, etc. This is in addition to providing a CV for each of the key experts.

14. Chapter 3 outlines requirements. The table (Overview of Key Experts, p. 23) serves to summarize the key positions. Chapter 5 outlines the criteria based on which the assessment is made using the indicated points. Proof of the team requirements may be requested at a later stage.

15. The General Purchase Terms and Conditions for the group of Invest International, version January 2022, will be applied. Please ignore all references to ARVODI in Annex 3.

Beantwoord op: 26-04-2022

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Ref.nr.

Onderwerp:

4

5.2.2.

Vraag:

5.2.2. For the DTL one of the assessment aspect is to oversee and direct hydrological studies. In our opinion that could also be done by TL or other experts in the team. Can this aspect be removed?

Antwoord:

Other team members may assist in overseeing and directing hydrological studies; however, the DTL must also have demonstrable experience in this area.

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5

Onderwerp:

4.3.2.

Vraag:

4.3.2. Can the period of executed project be extended from 5 years to 7 years?

Antwoord:

The period for reference projects remains at 5 years.

Beantwoord op: 26-04-2022

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Ref.nr.

6

Onderwerp:

4.3.2

Vraag:

4.3.2. Might the projects be ongoing?

Antwoord:

The tenderer may use an assignment that is not yet fully complete. However, only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

Beantwoord op: 26-04-2022

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7

Onderwerp:

3.7

Vraag:

3.7. To which environmental permits are referred to? Dutch or Bangladeshi permits?

Antwoord:

We will answer this question in the second Memorandum of Information.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

8

Onderwerp:

2.1.6. Project Implementation guidance

Vraag:

2..1.6. Project Implementation guidance. Who will look for external financiers? Is that part of the our scope, or will Invest NL and/or KCC look for external financiers?

Antwoord:

This tender is published by Invest International Public Programmes B.V.. As part of the scope, the consultant is expected to assist with identifying other financiers, together with KCC and IIPP.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

9

Onderwerp:

2.1.6. ESIA

Vraag:

2.1.6. ESIA. A ToR for the ESIA needs to be prepared in the pre-feasibility phase. However this ToR needs to be conducted during Feasibility phase. Since the scope is not determined we can't estimate the budget for this component. Can the ESIA be put out of scope, or be on time spent basis?

Antwoord:

The ESIA remains part of the scope for this tender. The tenderer should include cost contingencies in their estimate as they see fit at this stage.

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Onderwerp:

10 2.1.6. Pre-feasibility.

Vraag:

2.1.6. Pre-feasibility. It is requested for a problem analyses. This however already conducted under WaL and CCAUD. What si the reason you want a new problem analysis?

Antwoord:

The problem analysis can be based on previous studies, but should include updated information insofar as this is available.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr. **Onderwerp:**
11 2.1.4

Vraag:

2.1.4. Some important assumptions are made. What happens if it turns out the assumptions are not correct?

Antwoord:

The assumptions listed in this section are based on preliminary understanding of the Project. The tenderer should excercise their own judgement when factoring these and/or other assumptions in their proposal.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr. **Onderwerp:**
12 2.1.3, Table 1.

Vraag:

2.1.3, Table 1. The second row reads: Stakeholder acceptance of ‘water as a driver’ for planned urban development. Is the KCC the only stakeholder, or are other stakeholders involved?

Antwoord:

Other stakeholders are also involved (see Annex 11).

Beantwoord op: 26-04-2022

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Ref.nr. **Onderwerp:**

13

2.1.3, Table 1.

Vraag:

2.1.3, Table 1. The first row only related to waterlogging and flooding, while in 2.1.2 more holistic problem and measures are proposed. Is it correct that water logging and flood is the only KPI?

Antwoord:

The KPIs listed in Table 1 are indicative. The successful tenderer, in consultation with IIPP and KCC, is expected to further develop these KPIs and suggest additional ones as part of the Project.

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Label: Inhoud

Ref.nr.

14

Onderwerp:

Annex 8

Vraag:

Is the hydraulic model developed as part of the CCAUD (chapter 9) available to the tenderer to use for modelling and hydraulic analyses?

Antwoord:

The hydraulic model developed as part of the CCAUD will be made available to the tenderer.

Beantwoord op: 26-04-2022

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Ref.nr.

15

Onderwerp:

Annex 8

Vraag:

Are the (raw and processed) datasets as mentioned in section 6 as part of the data collection for CCAUD report made available to the tenderer at the start of the project?

Antwoord:

The raw and processed datasets developed as part of the CCAUD will be made available to the tenderer.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

16

Onderwerp:

Annex 12, page 56

Vraag:

The analysis in this annex is based on ‘various sub-projects’. Are these various subprojects the same as the proposed interventions of Annex 10?

Antwoord:

Yes, this is correct.

Beantwoord op:

26-04-2022

Label:

Inhoud

Ref.nr.

17

Onderwerp:

Annex 12, page 55

Vraag:

Annex 12 describes the official review period of the ESIA by DOE, but does not provide information on the review periods of the ‘activity proposal’ (i.e. Screening note) and the Scoping Report. This is probably because there are no official review periods for these deliverables. This is a planning risk that cannot fully be managed by the Contractor. We assume that the start of Phase 2 would be delayed if there is not yet an official DoE response to the screening note and/or the scoping report, or that Phase 2 would go ahead as planned at the risk of additional work required as a result of a late response by DoE. We furthermore assume that any work following from this situation will be seen as additional work as the contractor cannot be held responsible for this risk. Are these assumptions correct?

Antwoord:

To the extent possible, IIPP will help ensure that the review process adheres to the schedule outlined in the tender document. Unforeseen changes outside of this schedule that need to be accommodated, will be discussed between the Contractor and Contracting Authority.

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18

Onderwerp:

Annex 11, page 52

Vraag:

Are the key project partners limited to those listed in “Table: Roles and responsibilities of key project partners and stakeholders” or can other

partners be added during the course of the studies?

Antwoord:

The table outlines the key partners as discussed with the Competent Authority and Grantor for the D2B project. The list is not final and may be altered in consultation with key stakeholders, if circumstances dictate.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.
19

Onderwerp:

Annex 11, page 52

Vraag:

On page 52 RVO is mentioned. Contractor assumes this should be IIPP; correct?

Antwoord:

Yes, this should be IIPP B.V.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.
20

Onderwerp:

Annex 11, page 51

Vraag:

It is stated “During the third phase, the contractor will prepare guidance to help KCC assume its role as contracting authority for the implementation of the project. KCC, however, is responsible to ensure that its procurement procedures and the individual procurement packages are non-objectionable by the co-financiers of the Project, potentially DRIVE”. Contractor assumes that said “guidance” will not exclude contractor from downstream work during implementation; is this assumption correct?

Antwoord:

We don’t anticipate the guidance provided as part of phase 3 to exclude the contractor from downstream work. However, this will depend on the ultimate financier(s) of the infrastructure project.

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Onderwerp:

21

Annex 10

Vraag:

The title of this Annex 10 is “Proposed interventions”; what is the status of this and has it been approved by the competent authorities? Furthermore, if there is need for other interventions not included in Annex 10, can they be added?

Antwoord:

The proposed measures outlined in Annex 10 have been agreed upon between IIPP B.V. and KCC. However, these interventions are non-exhaustive and potential additional interventions may be discussed.

Beantwoord op: 26-04-2022

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Ref.nr.
22

Onderwerp:

Annex 12, page 55

Vraag:

The review period of the EIA by the DoE can officially take up to 60 working days (and in our experience much longer). We assume that this review period starts after the completion of Phase 2 as it would be impossible to fit these 60 working days (i.e. almost 3 months) in the 6 months available for phase 2. Is this assumption correct?

Antwoord:

The consultant is encouraged to suggest which activities can be conducted in parallel and what would be a workable timeline.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.
23

Onderwerp:

Section 5.5 page 37

Vraag:

Can you please clarify what you mean with graduated discount and the fictitious registration prices?

Antwoord:

This sentence is deleted from the tender.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.
24

Onderwerp:
Section 5.5 page 37

Vraag:

The ToR Notes: "The range from minimum price to maximum price for the hours indicated for deployment per type of employee per year (see Price sheet, Annex 2) is indicated. The hourly rates must include all additional costs such as office costs and travel costs, etc."

Since the Tenderer needs to provide a fixed price (RP7), is it correct that bidder does NOT have to provide and specify hours for deployment per type of employee per year in Annex 2? If this is not correct, can you please clarify why this is needed and can you explain where in annex 2 this should be included?

Antwoord:

"The bidder is not required to provide and specify hours by type of employee as part of Annex 2. However, the bidder is strongly encouraged to detail person-days by expert in the proposed approach (in section 5.2.1).

The following sentence is deleted from the tender: ""The range from minimum price to maximum price for the hours indicated for deployment per type of employee per year (see Price sheet, Annex 2) is indicated. The hourly rates must include all additional costs such as office costs and travel costs, etc.""

Beantwoord op: 26-04-2022

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Ref.nr.
25

Onderwerp:
Section 5.5 page 37

Vraag:

The ToR in paragraph 5.5 notes that a maximum score of 10 points can be obtained for the "price" component. Furthermore, in paragraph 5.4 it is mentioned that the quality of the budget specification criterium can be awarded with a maximum of 5 points. However, paragraph 5.5 also mentions that when a price of or below 670000 EUR is offered you will get 15 points. Can you confirm that the maximum points you can get for offering a price of or below 670000 EUR is 10, and that 5 points can be received for the quality of the budget specification?

Antwoord:

"The tender document contained an error regarding the amount of points awarded to the price component. The correct number of points for a price of

or below 670,000 EUR is 15 Points. All references to price award criteria mentioning 10 points as total, should be read as 15 points instead.

Section 5.4 ""Assessment method for qualitative award criteria"" will be deleted from the tender. The quality of the budget specification will thus not be assessed."

Beantwoord op: 26-04-2022
Label: Inhoud

Ref.nr. 26
Onderwerp: Section 5.5 page 33

Vraag:

It is stated "In order to qualify, the points awarded to the sum of the three quality criteria i.e. paragraph 5.2.1 to 5.2.5) should be at least 60 points out of a maximum score of 100 for the quality criteria together. Qualifying offers (scoring at least 50 points for the quality criteria) will also be assessed on the total price offered, for which a maximum of 15 points can be obtained." Can you please clarify why there is a difference between the mentioned qualifying scores of 60 and 50?

Antwoord:

Both references should be 51 points. Please note that the maximum score of the quality criteria together is 85 points.

Beantwoord op: 26-04-2022
Label: Inhoud

Ref.nr. 27
Onderwerp: ToR, page 46, 7.17.2, first bullet

Vraag:

It is stated that in the case the principal contractor does rely on the capacity of subcontractor(s) etc. the subcontractor(s) in question must fill in Part IIC of the ESPD. Can you confirm that it is in fact the principal contractor who has to fill in Part IIC of the ESPD and not the subcontractor(s).

Antwoord:

If the principal contractor relies on sub-contractors, both must complete Part IIC of the ESPD. In case no sub-contractor is involved, only Part IID is completed by the principal contractor.

Beantwoord op: 26-04-2022
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Ref.nr.
28

Onderwerp:
ToR, page 28, 4.2 Exclusion Grounds

Vraag:
Can you confirm that tendering authority has ticked the selected exclusion ground in Part III C in the ESPD; being none?

Antwoord:
Yes. A new pre-filled ESPD form will be uploaded on Tendersnet

Beantwoord op: 26-04-2022
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29

Onderwerp:
ToR, page 28, 4.2 Exclusion Grounds:

Vraag:
Can you confirm that tenderer has to tick all exclusion grounds in Part III A and B in the ESPD himself?

Antwoord:
Yes. A new pre-filled ESPD form will be uploaded on Tendersnet

Beantwoord op: 26-04-2022
Label: Inhoud

Ref.nr.
30

Onderwerp:
Section 5.2.3, page 36

Vraag:
How should we read the table for non-key experts? Are full points achieved if 4 positions mentioned here are adequately filled?

Antwoord:
Yes, full points will be achieved if the 4 positions and related competencies are adequately filled.

Beantwoord op: 26-04-2022
Label: Inhoud

Ref.nr.
31

Onderwerp:
Section 5.2.3, page 35

Vraag:

In the table with assessment aspects of the team, one of the aspects is “ability to communicate in English and Bangla”, is this required by all team members or should a English and preferably Bangla be sufficient?

Antwoord:

The proficiency in Bangla is considered to be a valuable competence for all key experts.

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Ref.nr.

32

Onderwerp:

Section 2.4.1, page 21

Vraag:

The ToR notes that “Office space for the contractor’ team working on the contract is to be provided by KCC”. Can meetings and workshops also be held at the KCC premises and what is the size the Office space? In this respect, will associated consumables also be paid for by KCC?

Antwoord:

KCC will provide two or three rooms with a total size of 784 square feet. The contractor is responsible for bringing its own equipment, including office equipment (see 2.4.1).

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

33

Onderwerp:

Section 2.4, page 21

Vraag:

The pricing table does not allow for inclusion of costs for generic activities such as input in the go/no-go process, monthly progress reporting and meetings with IIPP / KCC. How should such costs be included?

Antwoord:

Per RP5 (page 27 of the tender document), prices/rates must be all inclusive and reflect all activities expected to be carried out in each phase of the contract.

Beantwoord op: 26-04-2022

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Ref.nr.
34

Onderwerp:
Section 2.1.9, page 19

Vraag:

The period between approval of the Feasibility Study and submission of the DPP is very short since the approval of the DPP requires an approved Feasibility Study. What is the flexibility here to extend?

Antwoord:

To the extent possible, IIPP will help ensure that the review process adheres to the schedule outlined in the tender document. Unforeseen changes outside of this schedule that need to be accommodated, will be discussed between the Contractor and Contracting Authority.

Beantwoord op: 26-04-2022
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35

Onderwerp:
Section 2.1.9, page 19

Vraag:

What is meant with the ‘(final) draft version’ of the deliverables? Is this the version that has not yet been reviewed by any party other than the contractor?

Antwoord:

Yes, the (final) draft version of a deliverable refers to the version submitted by the contractor for final review by the proposed recipients. The contractor is then required to deliver the final version within 2 weeks after receiving all comments on the (final) draft version.

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Ref.nr.
36

Onderwerp:
Section 2.1.6, page 18

Vraag:

It is stated “Assist KCC with DPP preparation, presentation at approval stages”; to which is extend is contractor expected to assist KCC because it is contractor’s experience that preparation and approval of a DPP is a lengthy process which can easily go beyond the contract period and all time until approval, “assistance” is needed.

Antwoord:

These services should be included as part of the scope, up to the end of the

contract period.

Beantwoord op: 26-04-2022
Label: Inhoud

Ref.nr. 37
Onderwerp: Section 2.1.6, page 18

Vraag:

It is stated "Definition of the procurement methods to be used for works, goods and services to be financed under the project in a way that satisfies both the GoB procurement procedures applicable to KCC, as well as the procedures by the external financier(s) of the project;". Is there already consensus between Government of Bangladesh and Government of the Netherlands on the basic principles of the procurement methods?

Antwoord:

Procurement methods will be agreed before the start of Phase 3. At this time, these should be assumed to be aligned with Multilateral Development Bank forms of contracts (based on FIDIC).

Beantwoord op: 26-04-2022
Label: Inhoud

Ref.nr. 38
Onderwerp: Section 2.1.6, page 17

Vraag:

Even though disclosure of the ESIA (and Scoping Report) is not strictly required by Bangladesh law, it is a part of the IFC PS requirements. Hence, we assume that both the ESIA and the Scoping Report will need to be disclosed. Usually, the project proponent (in this case KCC) is responsible for disclosure as well as organizing public meetings etc. to discuss the disclosed document with stakeholders. Can you confirm that this is also the case for this assignment and that KCC will organize accordingly?

Antwoord:

We've requested this information from KCC and will circulate the response with the next Memorandum of Information.

Beantwoord op: 26-04-2022
Label: Inhoud

Ref.nr. 39
Onderwerp: Section 2.1.6, page 16

Vraag:

The overview of the required content of the feasibility report does not make any reference to preliminary drawings or technical descriptions of the proposed interventions. Why is this omitted?

Antwoord:

These should be included.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.
40

Onderwerp:

Section 2.1.6, page 16

Vraag:

The ToR notes: “The contractor is expected to (...) cooperate with a field visit by either the NCEA or IIPP. Is the contractor expected to be present during this field visit, and if yes, can you detail how much time the contractor should reserve for this?”

Antwoord:

Yes, the contractor is expected to be present during the field visit. The timing and length of the visit will be planned in advance in close coordination with the contractor.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.
41

Onderwerp:

Section 2.1.6, page 16

Vraag:

Point 8 of the E&S Scoping Report notes “Align with the preliminary design and possible locations of the Project in the feasibility study”. Should this read “prefeasibility study” instead of “feasibility study”?

Antwoord:

Yes, this should read pre-feasibility study.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

Onderwerp:

42 Section 2.1.6, page 14

Vraag:

The overview of the required content of the prefeasibility report does not make any reference to conceptual drawings or technical descriptions of the proposed interventions (i.e. the Program of Measures). Why is this omitted?

Antwoord:

These should be included.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr. **Onderwerp:**
43 2.1.6, page 13

Vraag:

One of the results of the project is 'Stakeholder acceptance of 'water as a driver' for planned urban development'. However there is no mention of a stakeholder approach to accompany the technical approach in the inception report. Why is this omitted?

Antwoord:

A stakeholder approach should be included as part of the inception report.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr. **Onderwerp:**
44 Section 2.1.6, page 13

Vraag:

With regards to the work plan which is to be included in the Inception Report, the ToR notes that "the work plan is based on a well-specified technical approach towards realising the D2B objective, with specifications of equipment, programmes and surveys to be used; and with a description of the information to be collected". However, as the prefeasibility study is not yet completed during the inception stage, it is not yet known which interventions are taken forward to Phase 2. Hence, it is not yet known what kind of surveys, equipment and data are required in Phase 2. Therefore, we assume that the work plan in the inception report should only cover Phase 1. This assumption is strengthened by the fact that the prefeasibility study should also include a work plan for the Feasibility Study phase (phase 2). Is our assumption correct?

Antwoord:

Yes, the inception report should detail the studies required for Phase 1 only. Detailed information for Phase 2 (including specifications of equipment, programmes and surveys to be used, etc.) should be included in the work plan for the Feasibility Study at the end of Phase 1.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

45

Onderwerp:

Section 2.1.6, page 12

Vraag:

The overall objective of the assignment is “to establish an urban spatial development approach that enhances Khulna’s resilience and adaptation to climate change”. As we understand it, this urban spatial development approach would provide the framework against which potential interventions are assessed to arrive at the final Program of Measures. Furthermore, we assume that this urban spatial development approach would be part of the prefeasibility study. Are these assumptions correct?

Antwoord:

Yes, these assumptions are correct.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

46

Onderwerp:

Section 2.1.5, page 12

Vraag:

The ToR references Annex 10 regarding the proposed interventions. Will the prefeasibility study be limited to considering the proposed interventions in Annex 10?

Antwoord:

The proposed measures outlined in Annex 10 have been agreed upon between IIPP B.V. and KCC. Potential additional interventions may be discussed between the Consultant, and KCC and IIPP B.V..

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

Onderwerp:

47

Section 2.1.5, page 12

Vraag:

The three phases are separated by a go/no-go decision. Can you elaborate on this decision making process? Can please answer the following subquestions:

- 1) Who will be involved?
- 2) Who will oversee the process?
- 3) Which criteria will be considered to determine if a go is provided?
- 4) How will the contractor be involved in this process?

Antwoord:

The Contracting Authority (IIPP B.V.) will make the final go/no-go decision, based on advice from the Technical and Advisory Committees, overseen by KCC. The contractor may be requested to present the findings of each phase to the Committees.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

48

Onderwerp:

Section 2.1.3, page 10

Vraag:

One of the project results is 'Stakeholder acceptance of 'water as a driver' for planned urban development'. Which stakeholders are you referring to (eg. institutional parties or also inhabitants)?

Antwoord:

The final list of stakeholders & beneficiaries will be defined in the ESIA scoping study.

Beantwoord op: 26-04-2022

Label: Inhoud

Ref.nr.

49

Onderwerp:

Section 2.1.1, page 8

Vraag:

In the WaL study, urban design also involved using water as leverage for creating i.a. recreational features and economical opportunities, how is this part of the objectives of this project? In the tender document there is some reference made to these opportunities to multifunctionality, like: "The to-be-developed project will comprise of a programme of infrastructural measures along with accompanying actions that together use water as leverage for improving living conditions in the urban catchments dependent on Moyur

River, with particular attention to Khulna's urban poor."

Antwoord:

The project should focus on testing the feasibility of the proposed interventions (Annex 10), which includes identifying opportunities that yield multiple and integrated benefits (e.g. economic or recreational co-benefits).

Beantwoord op: 26-04-2022

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50

Onderwerp:

Section 1.2 page 5

Vraag:

There is een reference error: "...Gradual hydro-morphological changes in the rivers and khals and the massive conversion of land for urban development caused a large part of the city (i.e. catchment 2, 3, 4 and 6, see Error! Reference source not found.) to drain towards the semi-enclosed Moyur River at the western and southwestern side of the city....."

Can you please provide the correct reference.

Antwoord:

The reference refers to: Annex 10, p. 1, Map 03 "Proposed D2B Interventions"

Beantwoord op: 26-04-2022

Label: Inhoud

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51

Onderwerp:

Dealing with COVID-19

Vraag:

Could you please clarify how will be dealt with COVID-19?

Antwoord:

Please refer to 2.1.10 (p. 19)

Beantwoord op: 26-04-2022

Label: Proces

Ref.nr.
52

Onderwerp:

Annex 4 Terms and conditions Invest International jan. 2022.pdf Clause 14

Vraag:

Please confirm that the confidentiality obligations under this agreement will be terminated 3 years after completion of the services. If not, could you please clarify why not?

Antwoord:

Yes, we can confirm that the confidentiality obligations under this agreement will be terminated 3 years after completion of the services.

Beantwoord op: 26-04-2022

Label: Juridisch

Ref.nr.

53

Onderwerp:

Annex 4 Terms and conditions Invest International jan. 2022.pdf Clause 11.4 + 11.6

Vraag:

Please confirm that this provision will be applicable for both parties. If not, could you please clarify this?

Antwoord:

Yes, clause 11.4 & 11.6 are applicable for both parties

Beantwoord op: 26-04-2022

Label: Juridisch

Ref.nr.

54

Onderwerp:

Annex 4 Terms and conditions Invest International jan. 2022.pdf Clause 11.5

Vraag:

The manner of limiting consultant's liability (in accordance with a graduated scale) is unreasonable for doing business outside the Netherlands. Doing business in a foreign country is more risky and tricky for consultants than doing business in the Netherlands where consultants are familiar with the local customs. Could you please amend the limitation of consultant's liability in such way that the total liability of the consultant for all matters arising under or in connection with the agreement is limited to one time the total fee or € 2.500.000 whichever is the lesser amount. This is in line with the standards terms and conditions of international financial institutions (e.g. World Bank, ADB etc.). If not, could you please clarify why this is not unreasonable.

Antwoord:

We will answer this question in the second Memorandum of Information.

Beantwoord op: 26-04-2022
Label: Juridisch

Ref.nr. 55 **Onderwerp:** Annex 4 Terms and conditions Invest International jan. 2022.pdf Clause 11.3

Vraag:
Please note our company does not provide a copy of our insurance policy as such policy is confidential. RHDHV can provide an insurance certificate.

Antwoord:
Providing an insurance certificate is sufficient

Beantwoord op: 26-04-2022
Label: Juridisch

Ref.nr. 56 **Onderwerp:** Annex 4 Terms and conditions Invest International jan. 2022.pdf Clause 8 +9

Vraag:
Please confirm that clauses 8 and 9 are not applicable as these conditions are related to purchasing goods and not to providing consultancy services.

Antwoord:
We confirm that clauses 8 and 9 are applicable for goods and not for providing consultancy services. Both clauses will be removed when setting up the contract in the final phase of this tender.

Beantwoord op: 26-04-2022
Label: Juridisch

Ref.nr. 57 **Onderwerp:** Annex 4 Terms and conditions Invest International jan. 2022.pdf Clause 7.

Vraag:
This provision is typically for purchasing goods and not for providing consultancy services.

We can perform our consultancy services with reasonable skill and care only, because fitness for purpose obligations causes great difficulties with our insurances (hence there is no insurance coverage). Could you please confirm that the consultant is required to perform the agreed service with reasonable skill and care normally used by professionals providing services similar to the services in accordance with the scope? If not, could you please

clarify why not?

Antwoord:

We confirm that the consultant is required to perform the agreed service with reasonable skill and care normally used by professionals providing services similar to the services in accordance with the scope.

Beantwoord op: 26-04-2022

Label: Juridisch

Ref.nr.
58

Onderwerp:

Annex 4 Terms and conditions Invest International jan. 2022.pdf Clause 5.2

Vraag:

Please clarify the reasons not to refer to clause 6:119b BW as Invest International can be considered as a governmental owned institution.

Antwoord:

Invest International B.V. is a private company with the Dutch Ministry of Finance as one of the shareholders.

Beantwoord op: 26-04-2022

Label: Juridisch

Ref.nr.
59

Onderwerp:

Annex 4 Terms and conditions Invest International jan. 2022.pdf Clause 6.2

Vraag:

Please confirm that “section 83a” refer to clause 6:83 sub a BW

Antwoord:

Yes, we confirm that “section 83a” refers to clause 6:83 sub a BW.

Beantwoord op: 26-04-2022

Label: Juridisch

Ref.nr.
60

Onderwerp:

Annex 3 Model Agreement.pdf And Annex 4 Terms and conditions Invest International jan. 2022.pdf

Vraag:

Annex 3 mentions “...General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). Invest International has chosen to declare these conditions applicable.”

Annex 4 contains the General Purchase Terms and Conditions for the group of Invest International Version January 2022 which are different from the ARVODI 2018. Can you please clarify which terms are applicable to the assignment and contract.

Antwoord:

Annex 4: The General Purchase Terms and Conditions for the group of Invest International, version January 2022 will be applied. Please ignore all references to ARVODI in Annex 3.

Beantwoord op: 26-04-2022

Label: Contract

Ref.nr.
61

Onderwerp:
Section 1.3 Time schedule

Vraag:

The schedule mentions the closure date for the 2nd round of options to be 03-04-2022. We assume you mean 03-05-2022 (3 May). Correct?

Antwoord:

Yes, May 3rd is the closure date for the 2nd round of questions.

Beantwoord op: 26-04-2022

Label: Proces

Ref.nr.
62

Onderwerp:
VAT

Vraag:

Is Invest International registered in the Netherlands with a VAT number (to be able for us to claim a 0% VAT) or do we need to assume a 21% VAT?

Antwoord:

Invest International Public Programmes B.V. is registered in the Netherlands with VAT number NL862904602B01.

Beantwoord op: 26-04-2022

Label: Inhoud