

PROGRAM OF REQUIREMENTS

This chapter includes the requirements set by the Contracting Authority concerning the requested services and the prices and rates.

By submitting a Proposal, the Contractor unconditionally agrees to the set of requirements. Failure to comply with one or more requirements will result in your Proposal being disqualified from the assessment process and therefore excluded from the tendering process.

By submitting a Proposal, you as Contractor, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Proposal being disqualified from the assessment process and therefore, excluded from the tendering process.

1.1 Requirements relating to the contractor (RF)

RF1	The Contractor is a reputable, internationally active firm with at least 10 years' experience in flood risk and urban water management.
RF2	The Contractor will work in collaboration with Bhutan firm(s) and/or Bhutan individual experts.

Requirements relating to the services requested (RS)

RS1	Contractor commits to the contents of the Terms of Reference (appendix 7) in executing the Assignment.
RS2	The language for the performance of the contract is English. This includes all activities and submitted documentation, communication, interim and final reports, and other information throughout all phases of the assignment and necessary to achieve full execution of the contract. Executive summaries of final reports shall be submitted in English. Key experts must demonstrate their command and proficiency of spoken and written English. For non-native speakers, a proficiency level of at least C1 is required, according to the Common European Framework of Reference for Languages, or an equivalent system. The additional experts must be able to demonstrate competence at a minimum level of B2 or equivalent.
RS3	The reports and results used by the Contractor for the purpose of the (feedback) sessions with the Contracting Authority, Competent Authority, and the Local Committee should be sent at least two weeks before each session: • to the Competent Authority (Ministry of Infrastructure and Transport); • to the members of the Local Committee; • to the Contracting Authority. Comments provided to the Contractor before and during the session will be dealt with within two weeks from the (feedback) session date.
RS4	If reports and/or tasks and deliverables are not accepted, with good reason, by the Competent Authority (Ministry of Infrastructure and Transport), the Local Committee and/or the Contracting Authority, the Contractor will make the necessary adaptations without impact on the overall planning.
RS5	All reports and other information prepared and/or adapted by the Contractor must be delivered in electronic version to the Competent Authority, the Local Committee, and the Contracting Authority. The Contractor together with the Competent Authority take responsibility for the timely dispatch of these documents in full to other required and/or interested parties and/or authorities.
RS6	The (feedback) sessions that need to be organised with the Competent Authority (Ministry of Infrastructure and Transport) and the Local Committee are included in the proposed coordination plan.
RS7	If necessary, it is expected from the Contractor that additional (feedback) sessions will get organised without impact on the overall planning.

1.3 Requirements relating to the consultant team (RT)

RT1	The consultant team must comprise an international Team Leader, a local contact point and a mix of international and national experts that together cover the main topics and aspects according to the Terms of Reference, chapter 4 (appendix 7).
RT2	The personnel assignment schedule is coherent with the work plan (activity schedule) and with the number of man-months which is reflected in the Priceshet (appendix 8).
RT3	The team leader is the key senior expert, predominantly responsible for the smooth implementation and effective performance of the overall services, for the coordination and timely performance of all activities and missions by the associated partners of the Consultant (management of interfaces). Moreover, he or she is responsible for communication on site with the local counterparts for the organisation of the activities, for the elaboration and timely submission of deliverables and for quality control of the services and the reports. Hence the team leader disposes of corresponding project management experience and of respective credentials. Next to project management the team leader is involved as key expert in several tasks requested.
RT4	The team leader is an international expert (preferably a civil engineer or hydraulic engineer) having at least 10 years of experience in managing assignments managing consultancy teams working on detailed engineering design and construction supervision in the field of river engineering and river training works. The team leader has a proven track record in drafting reports in English. Experience in Asia and with river training in mountainous rivers is regarded as an asset.
RT5	The key experts (River Hydrology and Geomorphology specialist, Environmental specialist, Social and Health and Safety specialist and Civil/Hydraulic Engineer) are covered by senior and supporting experts in the team. The senior experts work closely together with the team leader in a core team. One expert may cover several of these fields.
RT7	Key expert 1: River Hydrology and Geomorphology specialist, with a very extensive experience in river hydrology and morphology including climate change consideration and 1D, 2D and 3D hydrodynamic and morphological modelling. The expert has extensive experience with capacity building and training of professionals in a developing country context. Experience with braided rivers in mountainous regions is advantageous.
RT8	Key expert 2: Environmental specialist, has extensive experience with developing and implementing ESIs/ESMP in accordance with the World Bank Environmental and Social Framework, IFC Performance Standards or equivalent with environmental aspects of the implementation of civil works like, consultations, labour management and community health and safety. The specialist has comprehensive experience with capacity building and training of professionals in this regard in a developing country context.
RT9	Key expert 3: Social and Health and Safety specialist, has extensive experience with developing and implementing ESIs/ESMP in accordance with the World Bank Environmental and Social Framework, IFC Performance Standards or equivalent with social aspects of the implementation of civil works like supervision of works, environmental permits, waste management, etc. The specialist has comprehensive experience with capacity building and training of professionals in this regard in a developing country context.
RT10	Key Expert 4: Civil/Hydraulic Engineer with a degree in Civil Engineering, flood Engineer or other related discipline and has a very extensive experience in designing and supervising the civil works for riverbank protection structures, flood protection infrastructures or other similar infrastructures systems. The Engineer shall preferably have experience with providing capacity building and training activities for the supervision and O&M of such works.
RT11	If necessary for the execution of the assignment, additional expertise is recruited within the proposed budget. Each change in the team, including the replacement of key and additional experts, is to be submitted to the Contracting Authority for prior approval.
RT12	Team members are replaced by individuals with at least the same knowledge and experience (quality).
RT13	The consultant team has proven experience in managing assignments and studies in the field of river engineering and river training works as well as capacity building/training experience, to cover the activities indicated in the Terms of Reference.

1.4 Requirements relating to project coordination (RC)

RC1	The Contractor is fully responsible for the structured execution of the assignment, ensuring the achievement of the specific objectives, tasks and deliverables per component and will monitor the progress of each task, including the status of the deliverables and the level of use of project resources. The Contractor must inform the Contracting Authority timely with a complete, real, and accurate report and in full on the progress throughout the Assignment, in line with and congruent to the identified components, tasks and deliverables. If deemed necessary and/or desirable by the Contractor, this can be deviated from if instrumental to the full execution of the assignment (see also RC2), but only after a request to do so has been timely submitted to the Contracting Authority for prior approval.
RC2	The Contractor shall immediately inform the Contracting Authority if it expects a negative impact on the results of the assignment, for example because one or more tasks and/or deliverables cannot be carried out as planned and/or expected per component, with due attention, with the expected accuracy, with the agreed methodology and/or expected outcome.
RC3	The Contractor will proactively maintain relationships with other projects, initiatives, activities, and stakeholders related to or with an effect on public infrastructure in the project area. Where appropriate, it will integrate relevant elements into the inception phase, mid-term or endline evaluations.
RC4	To achieve all DRIVE relevant requirements, the Contractor, for the purpose and throughout the execution of the assignment, needs to ensure that the DRIVE Policy Rules and Criteria https://wetten.overheid.nl/BWBR0046711/2022-05-28/0 are applied and adhered to whilst developing the infrastructure project solution.

1.5 Requirements Progress Meetings (RP)

RPM1	Progress meetings take place monthly and are organized by the Contractor. These meetings shall be attended by the Investment Managers representing IIPP (the Contracting Authority) and some members of the Local Committee in Bhutan. Attendance from the local counterpart's side will depend on the topics to be discussed corresponding to the Local Committee members' defined specific roles and responsibilities.
RPM2	During the progress meeting, the Contractor describes the status of the Assignment in relation to the technical progress, forecasts the expected progress of the activities for the next period against the proposed schedule in the action plans, discusses outstanding issues that may result in extension of time or unforeseen costs, and describes the Consultant's staff levels and their deployment during the report period.
RPM3	The Consultant writes the minutes of the progress meetings, clearly itemising the action points for all parties and identifying activities/outputs achieved and considered finished as well as activities in progress. The minutes of these meetings shall be sent to the attendees of the meetings and any comments/inputs received from the parties shall be consolidated and addressed by the Consultant before submitting the final version of the Minutes for approval. The Minutes are to be approved by the Local Committee in coordination with IIPP.

1.6 Requirements reporting

RR1	All deliverables and reports must be written in concise, clear, and well-edited English.
RR2	Detailed analyses, tables, maps, and drawings shall be included as annexes.
RR3	All reports shall be submitted electronically (soft copy both in PDF and editable format – MS Word or equivalent). A list of essential contact persons is to be included.

RR4	Spreadsheets and schedules shall be produced in excel and a maximum of A3 size for reporting purposes and may be printed single-sided. Any submitted spreadsheet model shall be easily readable and shall not contain locked cells / rows / tabs, be free of error (e.g., #REF, #NUM etc.) and shall not be setup with a usage limitation in time, by use of macros or other means rendering models unreadable or hard-coded after a given period.
RR5	The reports have a cover page that includes Project name, Project code or reference (if applicable), report title, date issued, and period covered, and the name and the address of the Consultant. The reports shall be discussed with the Local Committee prior to the final submission for approval.
RR6	The number of copies of the reports and deliverables referred to above must be submitted at the same time to the Investment Managers at IIPP and the members of the Local Committee as detailed below. Any additional contact details from the beneficiary authority to which the reports and deliverables shall be submitted will be communicated to the Contractor during the Assignment's kick-off meeting. • In e-copy to IIPP Investment Managers: Neeanne Balamiento (neeanne.balamiento@investinternational.nl) and Koen Berentsen (koen.berentsen@investinternational.nl) • In e-copy to the members of the Local Committee/beneficiary authority as follows: ○ MOF: Tshewang Choden (tshewangc@mof.gov.bt); Kinley Yangden (kyangden@mof.gov.bt) ○ IPFAD, MOIT: Dago Zangmo (dagozangmo@mowhs.gov.bt); Kuenzang Choden (kchoden@mowhs.gov.bt) ○ Gelephu Thromde (PMU): Ugyen Dorji (udorji@gelephuthrom.bt); Dorji Khandu (dkhandu@gelephuthrom.bt);

1.7 Communication

RCO1	The primary communication is between the Consultant and directly the project stakeholders (i.e., government authorities) in Bhutan and the PMU/OMU specifically.
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1.8 Review and approval of deliverables

RRA1	The Contractor allows for a minimum review time of two (2) weeks for each draft and final deliverable, unless otherwise indicated, and include sufficient resources and time to adjust deliverables accordingly on basis of comments and observations. These two weeks do not conflict with any foreseeable holiday or festive season.
RRA2	The Contractor is responsible for consolidating and addressing comments received from all parties, with the revised version highlighting these changes before formally submitting the final version. The beneficiary authority (Local Committee) is primarily responsible for approving the reports and deliverables after consultations with IIPP, and shall be kept informed by the Contractor of the dates of submission.

Met opmerkingen [NB1]: Confirm if this is the case.

1.9 Quality Control and Quality Assurance (QC/QA)

RQ1	The Consultant carries out quality control and quality assurance prior to submitting draft deliverables.
RQ2	Upon request, the Consultant provides insight into quality control carried out for specific deliverables. These can include, but are not limited to, early internal draft versions of reports, internal quality review and use of control sheets in spreadsheet model, calibration and validation, internal check lists on data sets, internal review comments from the Consultant's own reviewers.

1.10 Requirements relating to security and safety (RSS)

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RSS1	The Contractor has procedures regarding internal safety management to ensure business continuity. E.g., for staff safety, pandemics, natural disaster, conflict, and other risks. It will provide a description of its monitoring and crisis management system.
RSS2	In the proposal the Consultant produces a modus operandi that would result as much as possible in maintaining progress even if restrictions due, for instance, to the covid-19 pandemic continue.
RSS3	The Contractor has a contract for overall support, assistance, and repatriation services for all its employees abroad. The Contractor will provide the supporting contracts and/or certificate(s).

1.11 Requirements relating to prices (RP)

RP1	Discounts are not allowed or should be internalised in the final prices and rates.
RP2	If the Tenderer indicates that no VAT is applicable, it undertakes to provide documentary proof of this to the Contracting Authority within 15 calendar days of the request.
RP3	Prices/rates are all inclusive. This means that they include wage costs, overheads (such as business premises and wage costs of non-production workers), costs of support activities, costs of using equipment (such as computers) arising from the contract, the Contractor's costs related to (feedback) sessions, profits, expense insurance, travel and accommodation costs, use of innovative technologies, etc.
RP4	Additional costs and/or costs under any name above the proposed price are not legally due by the Contracting Authority.

1.12 Requirements VAT (RV)

RV1	The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
RV2	The Contractor proposes the price according to the following structure: • the amount excluding Dutch VAT and any VAT due outside the EU; • the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and • the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
RV3	If the Contractor indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
RV4	Contractor is liable for any extra costs for Dutch and/or foreign VAT due if he incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, he is liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
RV5	Contractor guarantees that the amounts specified in his proposal are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
RV6	Contractor indemnifies the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

RV7	Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. For extra certainty in this matter, Contractor can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M). If Contractor submits a statement from the tax inspector within 30 days of the award of the Contract that specifies that a different VAT rate applies, then the contract price will be increased to include the applicable VAT rate. The Contractor is liable for any costs (extra or otherwise) if he incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority.
RV8	If the Contractor believes that his work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then he agrees to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by him in the quotation. Contractor provides this statement in English. If the statement from the foreign tax authorities is not in English, then Contractor agrees to provide a sworn translation of this statement, the costs of which will be borne by the Contractor.

1.13 Environmental requirements (RE)

RE1	The Contractor must possess all environmental permits and certifications required (if applicable) to fulfil this assignment and provide proof thereof.
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