

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 Tender, you unconditionally agree to the set of requirements in the Tender documents and all its appendices. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

By submitting a Proposal, you as a Tenderer (and possible 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 of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

1.1 Requirements related to the contractor and the expert team (RCT)

RCT1	The contractor must demonstrate at least 10 years of proven experience in conducting studies on maritime or river works, as well as in conducting studies on maritime or river passenger transport.
RCT2	<p>The Contractor must involve local partners of proven experience for at least 20% (of the contract value) of the total project work, particularly for demand surveys & social and environmental studies, due to the complexity of the context. This includes, but is not limited to, data collection, field surveys, stakeholder consultations, and the majority of on-site tasks as outlined in the Terms of Reference (Appendix 3).</p> <p>It should be noted that only firms or consulting firms approved by ANDE are authorized to submit environmental studies to be validated by ANDE. To this end, the Consultant may rely on local firms approved by ANDE if he is not himself approved.</p>
RCT3	The expert team must comprise a Team Leader (TL) and a mix of international and national experts that together cover the main topics and aspects according to the ToR and the requirements -particularly RCT1- in this document.
RCT4	<p>The expert team consists of the following key experts and requirements:</p> <ol style="list-style-type: none">1. Team lead2. Maritime civil engineer3. Economist4. Marine architect or urban planner5. Ship and propulsion systems design engineer6. Expert in the operation and marketing of public transport stations7. Expert in finance and PPP8. Project team leader for CGES and CPR9. Environmental expert10. Social safeguarding expert <p>Note: Expert profiles in economics, finance and PPP can be combined into one person and additional relevant expertise can be added to the expert team.</p> <p>Ad 1 University degree, in relevant fields such as - but not limited to – in maritime or transport. Minimum of 15 years of relevant international experience, including leading teams for multimodal public transport projects</p>

	<p>and/or civil engineering studies. Minimum of 3 years' experience in West Africa. Excellent proficiency in French and English (C2 level).</p> <p>Ad 2 University training (MSc or Bac+5) in civil engineering. Minimum 10 years' experience in conceptualization, construction and supervision of maritime infrastructures for public transportation. Minimum 5 years of international experience, preferably in West Africa. Strong written and spoken French skills (B2 level).</p> <p>Ad 3 University training (MSc, MA, or Bac+5) in relevant fields such as economic planning of traffic systems. Minimum 10 years' experience in projects involving public transport planning, affordability, and economic and fare analyses. Minimum 5 years of international experience, preferably in West Africa. Strong written and spoken French skills (B2 level).</p> <p>Ad 4 University training (MSc or Bac+5) in relevant fields such as architecture or urban planning. Minimum 10 years' experience in projects involving the planning and design of mass public transport systems and facilities. Minimum 5 years of international experience, preferably in West Africa. Strong written and spoken French skills (B2 level).</p> <p>Ad 5 University training (BSc/Bac+4 or MSc/Bac+5) with a minimum of 10 years' experience in naval design and engineering. Minimum 5 years of international experience, preferably in West Africa. Strong written and spoken French skills (B2 level).</p> <p>Ad 6 Engineering degree or Master's in Commerce required. Minimum of 10 years' experience in designing operational systems and commercializing public transport projects. Minimum 5 years of international experience, preferably in West Africa. Strong written and spoken French skills (B2 level).</p> <p>Ad 7 University training (MSc, MA, or Bac+5) in a relevant field such as economics, with 10+ years' experience in project financing and PPP planning. Minimum 5 years' international experience, preferably in West Africa. Strong written and spoken French skills (B2 level).</p> <p>Ad 8 Master's degree (WO level or equivalent) in a relevant field related to ESIA and RPF implementation. Minimum of 8 years' experience in project and multidisciplinary team management in environmental and social studies (e.g., ESIA, EIES). At least 5 years' experience in preparing RPFs. Minimum 5 years of experience in West Africa. Strong written and spoken French skills (B2 level).</p> <p>Ad 9 University training (MSc or equivalent) in Environmental Science. Minimum 5 years' experience in environmental studies. In-depth knowledge of Côte d'Ivoire's regulations on environmental and social studies. Strong written and spoken French skills (B2 level).</p> <p>Ad 10 University training (MSc or equivalent) in Environmental and Social Sciences. Minimum 5 years' experience in environmental and social studies. In-depth knowledge of Côte d'Ivoire's regulations on environmental and social studies. Strong written and spoken French skills (B2 level).</p>
RCT5	The Contractor declares that the proposed team is available for the full execution of the assignment.

1.2 Requirements related to project coordination (RC)

RC1	<p>The Contractor is fully responsible for the structured execution of the Feasibility Study, ensuring the achievement of the specific objectives, tasks and deliverables per phase and will monitor the progress of each task, including the status of the deliverables and the level of use of project resources. They will provide a comprehensive, up-to-date, and well-organized project file in English, available upon the client's request. Additionally, the consultant will proactively collaborate with other projects, initiatives, and urban transport activities in Abidjan, integrating relevant elements into the studies where applicable.</p> <p>The Contractor must inform the Competent Authority and the Contracting Authority timely with a complete, real and accurate report and in full on the progress throughout the study, at least once every 3 months, in line with and congruent to the identified phases, tasks and deliverables. The Contractor will be prepared to provide verbal explanations of the draft, final, and interim reports.</p>
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	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 Competent Authority and the Contracting Authority when 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 phase, with due attention, with the expected accuracy, with the agreed methodology and/or expected outcome.
RC3	If the Contractor believes that deliverables (partial or final) cannot be provided within the agreed timeframe, or do not meet the required rigor, reliability, or agreed methods, the Contractor will immediately inform the Competent Authority and the Contracting Authority. They will advise on possible consequences and alternative solutions. Any deviation from agreed deliverables or related services will require mutual written agreement from both the Competent Authority and the Contracting Authority and the Contractor.
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.

1.3 Requirements related to the services

RS1	Contractor commits to the contents of the ToR in executing the Assignment.
RS2	<p>The Assignment consists of the following deliverables (in order of delivery), as detailed in the ToR:</p> <ul style="list-style-type: none"> • Inception Report • Environmental and Social Management Plan (ESMP/CGES) and Resettlement Policy Framework (RPF/CPR) Reports • Environmental and Social Impact Assessment (ESIA/EIES) and Resettlement Action Plan (RAP/PAR) Reports • Feasibility Report • Tender Documentation (DAO) <p>As the Feasibility Report, CGES and CPR are on the critical path of the entire project, they must be delivered as soon as possible.</p>
RS3	The Contractor must know the Ivorian law on ESIA and organise stakeholder meetings which are required to carry out the assignment, as well as other tasks outlined in the ToR.
RS4	The language for execution of the assignment is in French. 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 assignment. The final reports for each task must include a summary in English.
RS5	All reports, as well as any other information and templates developed or adapted by the Contractor, must be provided in electronic format to the Contracting Authority and the Competent Authority.
RS6	The timeline between the draft reports and the final reports includes 2 weeks for review and validation of the draft reports by the Steering Committee, Competent Authority and the Contracting Authority, along with revisions to the reports as needed, as well as 4 weeks for public consultations.
RS7	The reports and results presented during the Steering Committee meetings must be sent at least two weeks before the meeting to the Contracting Authority, the Competent Authority, and the Steering Committee members. Comments provided to the contractor before and during the meeting must be addressed within two weeks after the meeting.
RS8	The proposal must clearly describe the approach and methodology for carrying out the study, including the following specifications, as proposed by the Contractor:

	<ul style="list-style-type: none"> • Activity planning • Description of deliverables • Coordination plan • Number of working days per person and per activity • Estimation of total costs per activity • Disbursement plan.
RS9	The schedule proposed by the Contractor must account for the time required by the Competent Authority and the Contracting Authority to review the draft reports and provide their feedback; the time needed by L'agence national de l'Environnement (ANDE) to validate the ToR for the ESIA; as well as the periods allocated for public consultations.
RS10	In the event that reports and/or tasks and deliverables are not accepted, with good reason, by the Competent Authority and the Contracting Authority, the Contractor will make the necessary adaptations without impact on the overall planning.
RS11	<p>The coordination plan includes a total of five coordination meetings:</p> <ul style="list-style-type: none"> • Three meetings will be held with the full Steering Committee (during the launch phase, at the end of the preliminary design phase, and at the end of the feasibility study). • Two intermediate meetings will take place with the Technical Steering Committee. <p>The Contractor should include the costs related to the organization and logistics of these meetings in their budget.</p>
RS12	The mission will be primarily conducted in Abidjan, where the Contractor is expected to be able to demonstrate ability to conduct the study fully in presence with the necessary facilities, transportation means and other means required for the mission. The Contractor must be able to cover any costs related to international telephone connections, office supplies, printing or reproduction of documents, organization of stakeholder workshops, and meetings with the Steering Committee, among other expenses. The Contractor will be responsible for all transportation, accommodation, and operational costs incurred by its personnel throughout the duration of the mission.
RS13	The Competent Authority will establish a project coordination unit responsible for facilitating the coordination of study activities and supporting the work of the Contractor. Specifically, this project coordination unit will provide the Contractor with all available and relevant documents, maps, reports, and other materials for the study. The Competent Authority must grant the Contractor full access to its facilities and staff to ensure a thorough understanding of the operations of the facilities and the project context.
RS14	During the execution of the mission, all activities and communications will be conducted in French, unless otherwise specified in this mandate or at a later stage by the Contracting Authority.

1.4 Requirements related to prices and rates (RP)

RP1	The Contractor is aware that this contract has a maximum budget of EUR 900.000, excluding VAT.
RP2	The Contractor must submit a market-based price estimate for topographical, bathymetric and hydraulic surveys in tab 4 of the Price Sheet (as described in section 3.3.2 of the ToR). The Contracting Authority will request a quotation based on this price estimate as soon as there is more clarity on the required number of surveys. This price estimate is not included in your total price offer (tab 1 of the Price Sheet) and will therefore not be included in the assessment of the Award Criterion 'Price'.
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 Contractors costs related to (feedback) sessions, printing translation, profits, expense insurance, travel and accommodation costs, etc.

RP4	The Contractor gives one fixed total price for the assignment in his offer by using Appendix 4. The total amount of the offer is final. Additional costs and/or costs under any name above the proposed price are not legally due by the Contracting Authority.
RP5	The disbursement schedule should include an advance payment not exceeding 15% of the total costs and a final payment not lower than 10% of the total contract costs.

1.5 Requirements related to invoicing (RI)

RI1	The disbursement schedule will be set during the contract phase with the winner of this Tender on the basis of the proposed schedule in the draft agreement.
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1.6 Requirements related to Tax

RT1	The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
RT2	The Contractor must quote the prices according to the following structure: <ul style="list-style-type: none"> • 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.
RT3	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 15 calendar days of the request to do so.
RT4	The 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, the Contractor 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.
RT5	The 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.
RT6	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, the 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 the 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) in the event that he incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority.
RT7	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 the Contractor in the quotation. The Contractor must provide this statement in English. If the statement from the foreign tax

	authorities is not in English, then he agrees to provide a sworn translation of this statement, the costs of which will be borne by the Contractor.
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