

17/02/2021 – Hanoi, Viet Nam

Proposal for Tender Ref 31.21: Consultancy service to develop a delta-wide sand budget for the Vietnamese Mekong Delta Region

The following questions have been received from organizations indicating an intent to bid on the “*Consultancy service to develop a delta-wide sand budget for the Vietnamese Mekong Delta Region*” funded by IKI BMU, managed by WWF Germany and implemented by WWF Viet Nam.

Through this document, all questions made and received by the indicated deadline in the TORs (February 5th 17.00 hrs – ICT) have been compiled and the answers made available online to all bidders.

Please note that no other questions will be accepted from hereon.

WWF Viet Nam
Procurement Team

Question #	Request for Clarification	Response
1	Can the Client confirm that this project will be executed under a lump sum contract?	No. Professional consultancy fees will be paid on a fixed price basis. Other costs will be paid on reimbursement basis. As mentioned in Section 9 of the TOR, we expect a financial proposal that entails that a cost breakdown desired as to ensure a correct proportion between running and implementation costs and in adherence to WWF Cost norms and thresholds as indicated in the cost norms and procurement documents herewith made available.
2	Can the Client explain “WWF Viet Nam cost-norm will be applied”? What are these cost norms and why should these be applied if the contract is a lump sum contract?	Please find in Annex II of this document the relevant extracts from our Consultancy Policy and Cost norms for your information. We expect proposed consultant fee rates will be in line with our Consultancy policy. The reimbursable expenses including travel cost, per diem, accommodation.... will follow WWF Vietnam cost norms (see file attached).
3	Can the Client explain what is meant with “legal and financial autonomy” of state-owned entities and which are the appropriate Viet Nam laws and regulations?	<p>Financial autonomy refers to the ability of on Organization, institute, entity or the like to decide freely on its internal financial affairs and budget management and held accountable for it. The ability to manage its funds independently enables the entity to set and realise its strategic aims.</p> <p>Legal autonomy is referred as the independence of the organization when it comes to making its own decisions. Autonomy can also refer to the institutional independence of the organization; that is, the degree of impermeability of the organization to external institutional interferences.</p> <p>The appropriate Viet Nam laws and regulations which regulate state owned organizations in Viet Nam.</p>
4	Can the Client explain how it will evaluate the combination of price and quality, as there is no formula mentioned in the request for	A weighting of 70 - 30 is given to quality and price. After evaluation of the quality of the tenders, the evaluation committee will



	proposal? Under Award Criteria (2. General Information), there is a reference to procurement documents. are there procurement documents apart from the document with Ref. Number 31.21?	proceed with the financial comparison of the tenders retained for further consideration according to the following formula: score for tender X = [(Lowest price / Price of tender X) x 30]+ [(Total quality score for all award criteria of tender X / 100) x 70].
5	Can the Client explain how it will compare the proposals when they have different number of monitoring stations with subsequently different price?	The comparison of proposals is not only based on the numbers of monitoring stations (though the 5 existing station at Tan Chau, Chau Doc, Vam Nao, Can Tho and My Thuan are critically important thus compulsory). In particular, we will evaluate the cost return efficiency of the proposal. Bidders are evaluated based on the optimal outcome for the resources made available i.e. the optimal balance between number and appropriateness of stations, frequency of sampling, analysis method, reliability of measured data ... and informative value of outputs of the sand budget to support decision making.
6	Can the Client explain details of the tender bank guarantee? What would be the amount? Which bank should provide the bank guarantee and for how long?	Detailed instructions on Tender Bank Guarantee are provided in separate document herewith attached.
7	Can the Client provide a draft contract agreement, providing the general conditions under which WWF-Vietnam would enter into an agreement?	Client can provide draft contract agreement. Contract Template is provided in separate document herewith attached. Please note that detailed and extended terms and conditions of contract shall be negotiated with awarded bidder, including but not limit to a contract performance guarantee.
8	Under 4. Objectives (second item), It is clear that seasonal variability of flow and sediment is to be documented, but it is not clear what the evolution of morphological dynamics means. This can be interpreted in a wide range of technical deliverables. For example, is it to interpret the general tendency of the deltaic system given the delivered sand budget, or is it to develop long term morphological models? The latter may demand an extensive effort that is not clearly reflected under work package 2.	What are the channel morphological changes associated with sand mining. This task should only be gross description, we do not expect a morphological model. Bidders should concentrate on the sand budget as per se.



9	<p>Under section 5.1 (item-4), Does the term “volumes of sand extracted” refer to sand mining volumes? If that is the case, it is not clear what proven methodology relates those volumes to the sediment transport measurements. Can WWF elaborate on such methodology, or explain further if we have mis-interpreted the terminology?</p>	<p>We expect here a rapid method to provide a gross evaluation of extractions as a means of verification of the delta flows measured upstream and downstream. Volumes of “sand extracted” refer to sand mining volumes eg. Sediment output (at mouth) = Input (at head) + sediment mobilised within the stream – deposition instream - extractions from the stream.</p> <p>This would not be measured directly from the river but data can be collected from provincial partners (eg. DoCs and DoNREs), or via photo monitoring/satellite images analysis, or any proven methods suggested by the bidder or a combination of the above.</p>
10	<p>Under Work Package-1 (section 5.3.1, item 8), Create and populate a database (that will be hosted by the project management team)</p> <p>Does the term “project management team” refer to WWF project management or the consultant project management?</p>	<p>By Project Management Team it is intended WWF Project Team.</p>
11	<p>Under Work Package -2 (section 5.3.2, item 2), How many WWF personnel are expected to be trained or coached?</p>	<p>A maximum of 2 (1 National Project Manager and 1 Technical Officer).</p>
12	<p>Regarding the 1st and 2nd progress workshop, Does WWF organize, host and fund those workshops?</p>	<p>Yes, WWF will organize and fund the 1st and 2nd progress workshop. However, the selected service provider is expected to prepare the agenda (in coordination with the Contracting authority), facilitate, collect feedback from the participants, and provide with the workshop reporting.</p>
13	<p>Can the Client elaborate on the detailed criteria and evaluation points of the experts and the CV's (Experience, Education, ...)? There are general points under section 6 of the ToR, but that does not provide detail on accurate scoring of the CVs and relevant experience/education.</p>	<p>As per the ToRs, experience accounts for 40 points. All “must-have” criteria (eg. first two on education + English language proficiency) have to be met and are thus not weighted.</p> <p>The 40 points are then distributed as follows:</p> <ul style="list-style-type: none"> • Up to 5 points each for: experience with sediment budgets, multi-stakeholder consultation, working with Vietnamese authorities and Vietnamese language capacities (no. of points per criterion depending on level of experience/capacity) => total up to 20 points



		<ul style="list-style-type: none">• Up to 10 points each for: a) practical experience in operating relevant equipment, b) Proven experience on sediment/sand transport and modelling (again, more years of experience = more points) => up to 20 points.
14	Do the technical and financial proposal have to be submitted together to the same email address?	<p>In principle: The proposals shall be submitted in one outer sealed envelope containing two separate sealed envelopes, one envelope containing the Technical Proposal and one envelope containing the Financial Proposal. The outer envelope shall be clearly marked “Proposal for Tender Ref 31.21 “IKI SMP SAND BUDGET” - DO NOT OPEN BEFORE SUBMISSION DEADLINE”. The two sealed inner envelopes shall be marked “Technical Proposal” and “Financial Proposal” respectively. The sealed envelope shall be addressed to WWF-Viet Nam at the following address: No.6, Lane 18, Nguyen Co Thach street, Nam Tu Liem district, Hanoi, Viet Nam.</p> <p>Alternatively, bidders are allowed to submit their proposal by email. Bidders who intend to submit electronic proposals must follow the following submission instructions:</p> <ul style="list-style-type: none">- Bidders can submit a proposal by email. The proposal shall be separated in two files: one for technical proposal and one for financial proposal.- The file for the financial proposal shall be protected by a password which shall be kept with the bidders. If the company passed the technical requirement threshold, WWF-Viet Nam would then request the password to open the financial proposal file. However, if the company loses the password or in case the file could not be opened WWF-Viet Nam would not assume responsibility.- The electronic file shall be in the form of MS word or MS excel or PDF.- Please send the electronic proposal to WWF – Vietnam’s designated mail box at procurement@wwf.org.vn . Your e-mail must have the subject



		<p>heading as “Tender Ref 31.21 [name of company/consultant] – Proposal for IKI SMP SAND BUDGET”.</p> <ul style="list-style-type: none"> - Please be aware that bids or proposals emailed to WWF-Viet Nam will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline. - The maximum size per email that WWF-Viet Nam can receive is 25MB. - Deadline for submission is March 7st 2021, 17.00 hrs (ICT).
15	Do the technical and the financial proposal have to be submitted in separated documents?	Please see answer to Question 14.
16	Paragraph 5.2, first bullet. Could you provide a map with the limit to be applied for the sediment budget?	<p>Monitoring stations will be placed in either Mekong river (Tien River) or Bassac River (Hau River) from the head of the Vietnamese Mekong Delta to the river mouths. The map could be extracted from open sources domain or downloaded from the MRC, or the Mekong Water Data Initiative, etc.</p> <p>However, we expect the bidder to advise on the most suitable geographic boundaries (within the boundaries of the VMD) for the assignment; i.e. propose the optimal measurement points/method for the available budget.</p>
17	Paragraph 5.2. second bullet: “We expect the optimal number of stations to be no lower than 8 and up to 17”. Do we have to indicate the costs in the financial proposal per station? The total financial proposal with up to 17 stations should not exceed the maximum contract value. Correct?	<p>The total financial proposal shall not exceed the contract value. The total cost needs to be inclusive of all taxes, import duties, and other possible charges as well as equipment rental or purchase and service costs.</p> <p>A cost breakdown per station is not required but recommended.</p>
18	Paragraph 5.2. Monitoring frequency and duration. In order to have the same activities for all competitors. Could you please specify what we	It is expected for Bidders to indicate the most suitable methodology in the technical proposal according to the made available budget.



	shall include as frequency and duration of the monitoring campaign?	
19	There is a maximum price for the financial proposals. Is there also a minimum price for the proposals? Or shall we based our proposal on the available budget (maximum price)?	There is no minimum price foreseen. It is suggested for the proposal to be based on the available contract value.
20	Paragraph 9.1: “The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method.” It is indicated how the quality will be evaluated but not the price-quality method. Could you indicate which formula will be applied to evaluate price-quality? (see also question 6)	See Question # 4.
21	Please send any Template Files so that we will make a appropriate technical Proposal.	There are no specific templates. Bidders are invited to choose and custom the template that most suites their proposal amongst which also the one that we include herewith as a standard.
22	5.3.1 work package 1: river sand monitoring, sampling and survey. Organize and conduct field trips to test the method and provide capacity building (includes development of training content, training materials and training execution) to the engaged local experts and project staff. The trainings will be organized by WWF Project Staff. The question is who are the “engaged local experts and project staff”? The training will be organized by WWF Project Staff?	Training: yes, the training is considered as pilot training to test the training curriculum and materials with a total of roughly 10-15 participants. The training will be organised by WWF VN, as indicated in the ToRs. At least, one technical staff from WWF Viet Nam will join the training course. Local experts: it is assumed that the consultancy team will avail on technical support from local experts in the process of data collection (monitoring, sampling and surveying). As such it is expected that local experts engaged in this process are put to date with the task responsibilities, methodology, implementation process and expected results. This entails that any engaged local expert will need to undergo a task induction session.
23	5.3.2 Work Package 2: Sand transport modelling and development of sand budget Coach/train local experts as well as WWF project staff on the use of the sand modelling software. The	The training will be for professionals from provincial authorities and WWF VN (a maximum of 2 Technical Project Staff) with a relevant background and experience in the field of hydromorphology and sediment management.



	question is who are the local experts as well as WWF Project Staff to be trained to use modelling software and to which levels of using is acceptable?	The training should enable the participants to understand the model results and conduct simple analyses.
24	Section 2 page 3. Procurement law: WWF Viet Nam procurement regulations.... Please indicate under which national/international legal framework would any contractual dispute would be resolved.	As stated in Agreement template, Controlling law shall be Vietnamese Law.
25	Section 5.1 page 5 Synchronized measurement..... Please clarify the exact meaning of “synchronized”. Is it required that measurements across stations are carried out at EXACTLY the same time or would a relatively short time frame e.g. 14 days be enough?	It is expected that all measurements are made at exact same time (i.e. within 15mn) so that hydrology/tide conditions allow comparison.
26	Section 5.1 page 5 Adapt a proven method.....Could you please indicate what is considered a proven method?	A method that has already been used before and that has provided with reliable & useful results in comparable conditions and that was cost effective.
27	Section 5.1.3 page 6 Collect secondary data.... Could you please indicate if the contractor can expect any kind of institutional (not man power) support/backup from WWF for the data request?	Within the ranges of possibility, it is foreseeable an institutional support through the project line Ministry to collect data from local authorities.
28	Section 5.1.3 Page 6 Collect secondary data..... On a worst case scenario, some data may not be provided by the respective organizations. In such a case, would it be acceptable for WWF that the contractor provides proof of “reasonable effort” to support work performance?	It is recommended for all bidders to provide with a risk mitigation plan which could also include the “proof of reasonable effort”. The plan shall also propose the potential solutions vi à vis with the identified risks.
29	Section 5.1.3 page 6 ...and provide capacity building... Could you please indicate what is WWFs policy towards the contract in case gathering and/or travel restrictions are in place due to the CORONA crisis?	With reference to meetings, capacity building and trainings, these can be organized in on-line/virtual mode. Shall this be the scenario a budget review for the activity shall be agreed with the contracting authority.
30	Section 5.1.3 Page 7 Conduct the monitoring measurements..... Is it required for the local experts and project staff to be part of the measurements? In case yes, please indicate if the offer should consider transport, accommodation and in	Yes. Monitoring measurements can/could require the support of local experts. The breadth of the required number of local experts is to be eventually proposed by the bidders if they are required.



	<p>general travel expenses for this staff and for how many people?</p>	<p>Whether they are required, local experts travel costs need to be factored in the full financial proposal. Please calculate for travel expenditure for any experts who are part of the bidder's proposed team and are needed to supervise the measurements in the field.</p> <p>Conversely, WWF Project staff will participate on need basis to some of the measurement sessions and at their own cost.</p>
31	<p>Section 5.3.2 Page 7 ...license to be provided by the consultants... Please indicate if the modelling system is to be provided to the WWF? In some cases licensing restrictions may exist for handing over software to third parties (only direct purchase possible). How would this be handled?</p>	<p>The final model system results will need to be handed over to WWF and the concerned institutional authorities.</p> <p>No, the software is not expected to be handed over but the bid applicant should have full access to it throughout the delivery of the task.</p>
32	<p>Section 7 Page 8 Timeline..... Could you please indicate what is WWF's policy towards the contract in case gathering and/or travel restrictions are in place due to the CORONA crisis?</p>	<p>All project activities are implemented under the full alignment and respect of the Government of Viet Nam dispositions, rules, regulations and requirements with respect to Covid 19.</p> <p>If applying from outside of Viet Nam, the encouragement of developing a mixed national/international consortia aims at minimizing the potential impacts of Corona Virus countering measures.</p> <p>If in Viet Nam, at current state COVID19 pandemic is not imposing any particular travel restrictions in the project targeted geographical area. However this can be subject to change.</p> <p>In the circumstance of changes of the current situation and the consequent impossibility of task delivery, the Contracting Authority will coordinate with the project Donor and concerned Government authorities to define the appropriate mitigation plan/strategy (eg. Postponement of task delivery).</p> <p>Bidders should also provide with a mitigation plan in the technical proposal.</p>

		<p>Gatherings: Any workshops or events relating to this contract will be organised and financially covered for by WWF VN. Any cost implications of Covid-related cancellations do hence not constitute a risk for the bidder.</p> <p>Travel: Any travel bookings need to be made following agreement with the contractor on the timing and purpose of the trip. Bookings should be cancellable, if possible. The contractor needs to be informed prior to any Covid-related cancellations. Such cancellation fees will be reimbursed.</p> <p>Covid-related interruptions in the monitoring campaign: In the event of any interruptions in the campaign that i) are due to Covid-related government restrictions and ii) endanger the completion of the deliverables by the envisaged end date of the contract, the contractor and the service provider commit to adapting the work plan and contract as needed and in consultation with the donor.</p> <p>Should 2021 be a very dry year or the Covid pandemic or other force majeure temporarily prevent/interrupt the continuation of the monitoring, this approach may need adjustments in agreement between the contracting authority and the consultants.</p> <p>In general case of force majeure, please also see Annex 1 to this document.</p>
33	Section 9 page 8 ... Certificate of the State Register of Legal Entities... Is it required for the entity to be registered in Vietnam?	No it is not required to be registered in Viet Nam.

Annex 1

Force Majeure

a. Definition

1. For the purposes of Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm,

flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

b. No Breach of Contract

4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (07) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

7. Upon prior approval with the Contracting authority, any period within which a Party shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Settlement of Dispute Clauses.

Amicable Settlement

Should a dispute arise from or in connection with this Contract, the representatives of the parties authorised to settle disputes shall, within 21 days of one party submitting a written request to the other party, endeavour in good faith to settle the dispute amicably.

Arbitration

If the parties do not reach amicable agreement, the dispute shall finally and exclusively be settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules.

Annex II

Extracts from our Consultancy Policy and Cost norms

Type of Consultant	Daily Rate range in USD (inclusive of income tax)		Scope of Service	Relevant Education and Work Experience
	National Consultant	International Consultant		
Level 1	30-80	100-200	<p><u>Supplementary support</u> to specific product or task e.g. proof-reading a report, assist report production with a specific task, such as research or review.</p> <p>Working under supervision of another person.</p>	University degree plus more than 3 years with relevant experience
Level 2	80-150	200-350	<p><u>Formulating, organizing and managing assignments</u> e.g. operational review, research, writing assignment/ report</p>	University plus more than 10 years with relevant experience OR Master degree plus more than 5 years

			development and technical advice	with relevant experience
Level 3	150-300	350-750	<u>Strategic review, expert /original research, complex study and high level of professional advice, facilitation, mentoring.</u> Leading a team entrusted with conceiving, implementing, monitoring, development programme and/ or strategies of national scope or establishing policies.	Master's degree plus more than 10 years with relevant experience OR Phd. Degree

1. Travel by private vehicle

Fuel by car (L/100 km) - Diesel	18L/100 km
Fuel by car (L/100 km) - Gasoline	25L/100 km
Private Motobike (per km)	\$0.108

2. Per diem (US\$/day/person)

All cities and provinces (HN, Hai Phong, HCMC, Can Tho	\$26.00
Other cities	\$26.00
Districts and communes	\$15.00
Commune and villages	\$15.00
Cat Ba	\$15.00
International travel (CHF 110/day)	\$116.00
European Countries	\$116.00
Regional travel (Asian countries)	\$40.00

3. Accommodation (US\$/night/person)

All cities and provinces	\$58.00
Hanoi & HCMC	\$58.00
Hue, Da Nang, Sapa, Catba, Ha Long, Phong Nha	\$58.00
Other cities	\$58.00
Districts and communes	\$30.00
Commune and villages	\$30.00
Regional travel (Asian countries)	\$100.00

4. Trainings/Worskhops/Events (US\$/day/person)

Urban Hanoi & HCM	\$35.00
Vietnamese Municipalities (Danang, Hai Phong, Can Tho)	\$35.00
Cities, provinces and tourism areas	\$30.00
Else where	\$24.00

5. Interpretation (US\$/day/person)

Simontaneous full day	\$693.00
Simontaneous half day	\$347.00
Simontaneous Hourly	\$87.00
Non-simontaneous full day	\$260.00
Non-simontaneous half day	\$130.00
Non-simontaneous hourly	\$33.00

Translation \$12.00

Resource person - daily rate per person

Trainer/Facilitator	\$43.00
Organizer (logistics)	\$17.00