



Tender Document

Invitation to tender in accordance with the European open procedure for the feasibility studies for Rehabilitation and conservation of large water reservoirs in Burkina Faso

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Contents

Definition of terms	3
1. Introduction	5
1.1 Tendering Authority and IUC-EZK	5
1.2 Reason for this invitation to tender	5
1.3 Time schedule	6
2. Description and objective of the assignment.....	7
2.1 General Objective of the assignment.....	7
2.2 Specific Objectives.....	7
2.3 Assumptions and Risks	7
2.4 Project Area.....	8
2.5 Physical setting.....	9
2.6 Context and justification	10
2.7 Status of the structures.....	10
3. Detailed description of the services.....	16
3.1 Scoping Meeting.....	16
3.2 Phase 1 : Survey and proposal for rehabilitation scenarios (Feasibility study).....	17
3.3 Phase 2 : DETAIL PROJECT STUDIES.....	25
3.4 PHASE 3: PROCUREMENT FILE	28
4. Requirements to this assignment	35
4.1 Requirements relating to the project team	35
4.2 Requirements relating to security risks management	35
4.3 Requirements relating to the prices/rates.....	35
4.4 Tax-related requirements	36
4.5 Invoicing requirements	36
4.6 Environmental requirements	37
4.7 Requirements concerning the Tenderer	38
5. Award criteria and assessment	43
5.1 Introduction	43
5.2 Quality criteria.....	43
5.3 Award criteria relating to prices/rates (exclusive of VAT)	44
5.4 Assessment method for qualitative award criteria.....	44
5.5 Assessment of preferences in relation to prices/rates	45
5.6 Assessment of the Tender.....	46
6. Submission procedure for Tenders	48
Annexes	55

Definition of terms

Tendering authority	the Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (<i>ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.

Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
D2B Studies	The full list of tasks and services requested for this assignment
SteeCo	Steering Committee

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for feasibility studies and elaboration of tender documents for an infrastructural project for the Rehabilitation of nine dams in Burkina Faso.

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO)
IUC-EZK will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

The Content information contained in this document in Chapter 1 and in the information appendices is published in English.

The program Develop to Build (D2B) is executed by RVO's Department of International Development. D2B offers direct support to government authorities in low-income and Dutch partner countries to convert promising ideas for public infrastructure into viable high-impact projects. This support is provided in the form of a grant for studies that need to be completed before an infrastructural project can be tendered.

The Contracting Authority wishes to conclude an agreement with a tenderer who has submitted the most economically advantageous tender (the best price-quality ratio). The future contractor, as well as the services to be provided by the contractor, must comply with the conditions to be set by the client, which are specified in this tender document.

The call for tenders was not subdivided into lots because the contract included an integrated study.

Brief problem description:

This project, based on the guidelines of national policies and programmes aimed at contributing to food security, was designed to rehabilitate and preserve the country's water reservoirs, particularly those in the Nakanbé and Gourma jurisdictional areas, in a participatory approach. Nine (9) water tanks with a total capacity of 237,129,676 m³ were selected for this project. They are among the water reservoirs identified for rehabilitation and management improvements from a sustainability perspective in the National Programme document for Hydraulic Developments (PNAH) of the Ministry of Water and Sanitation (MEA). They are also considered, among other things, to be strategic by Nakanbé and Gourma actors in terms of their contribution to the socio-economic development of the country.

Annex 7 contains background information on Burkina Faso, the project area its specific problems.

1.3 Time schedule

The schedule below applies to this tendering process.

26 October 2020	Issuing of publication, start of tendering period.
27 November	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
4 December	Issuing of Memorandum of Information
18 December	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 1-2 2021	Assessment of Tenders.
18 January	Announcement of the award of the Contract.
8 February	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
8 February	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
Early February	Starting date of Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description and objective of the assignment

2.1 General Objective of the assignment

The rehabilitation project of nine (09) water reservoirs in Burkina Faso aims to ensure the availability of water resources and contribute to the development of localities through agricultural and pastoral activities and better protection of water resources.

2.2 Specific Objectives

In terms of specific objectives, the project aims at:

- a. the production of a Preliminary Project Summary and a Preliminary Project Detailed proposal for the rehabilitation and conservation of the water reservoirs of nine (09) dams located in the areas of competence of the Water Agency of Nakanbé and Gourma. These studies should lead to the rehabilitation of the prioritized works;
- b. better protection of water resources by implementing schemes upstream of the works (in the watershed), in their immediate proximity (physical delimitation of the protection perimeter and the strips of easements) and on the actual structures (repair of damaged works).

2.3 Assumptions and Risks

The success of the D2B-project is based on the following general assumptions:

- the security situation in the areas of the dams remains stable and does not prevent the on-site work of teams made up of local experts and, where appropriate, international experts as well;
- a continuous and structured consultation is established between the consultant, the water agencies, the ministry of water and sanitation and the AVENE, the other stakeholders of the project and the D2B program, in order to facilitate exchanges information, task execution, the examination of results and orientation of studies;
- the resources assigned to studies can be effectively and on time mobilized;
- the choice of preferred variants, based on the analysis of the proposed alternatives, is widely accepted by the project stakeholders;
- the review and validation of the interim and final reports take place within a reasonable time.

The risks are directly linked to non-compliance with the assumptions described above. The success of the project may be called into question if some of the assumptions are not sufficiently met.

The security situation in the Northeast and East region represents a major risk, of which the consultant must be fully aware. The proposed teams of experts must be prepared to work in such a security situation, the development of which during the D2B Study period is not yet predictable. The consultant must, therefore, take appropriate measures to put his work teams in a condition to perform the assignments assigned to them.

If the consultant considers that the physical integrity of his staff, linked to the execution of the contract, is seriously and imminently threatened, the consultant has full discretion to suspend the execution of his mission by following the Special Conditions for study contracts and technical assistance carried out in an area presenting safety risks.

2.4 Project Area

The water reservoirs, including dams to be rehabilitated are located in the area of competence of the Nakanbé and the Gourma Water Agency.

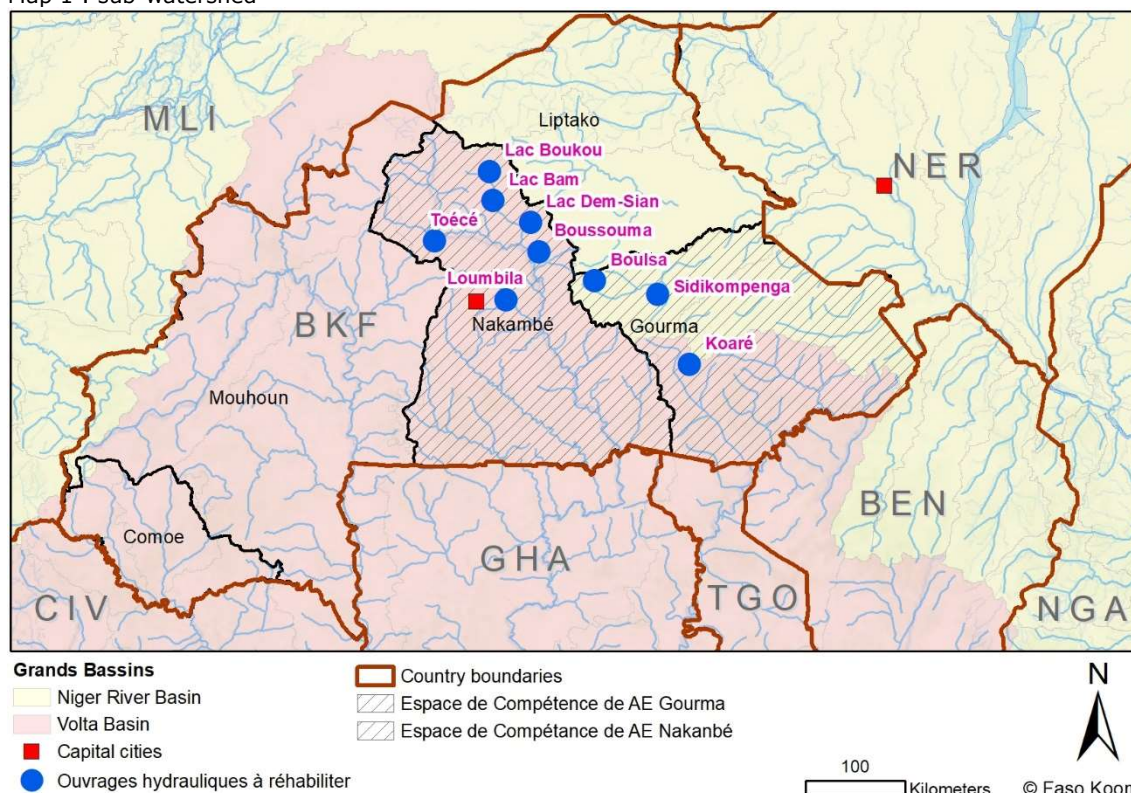
These nine (9) water tanks with a total capacity of 237,129,676 m³ were chosen as part of this present project.

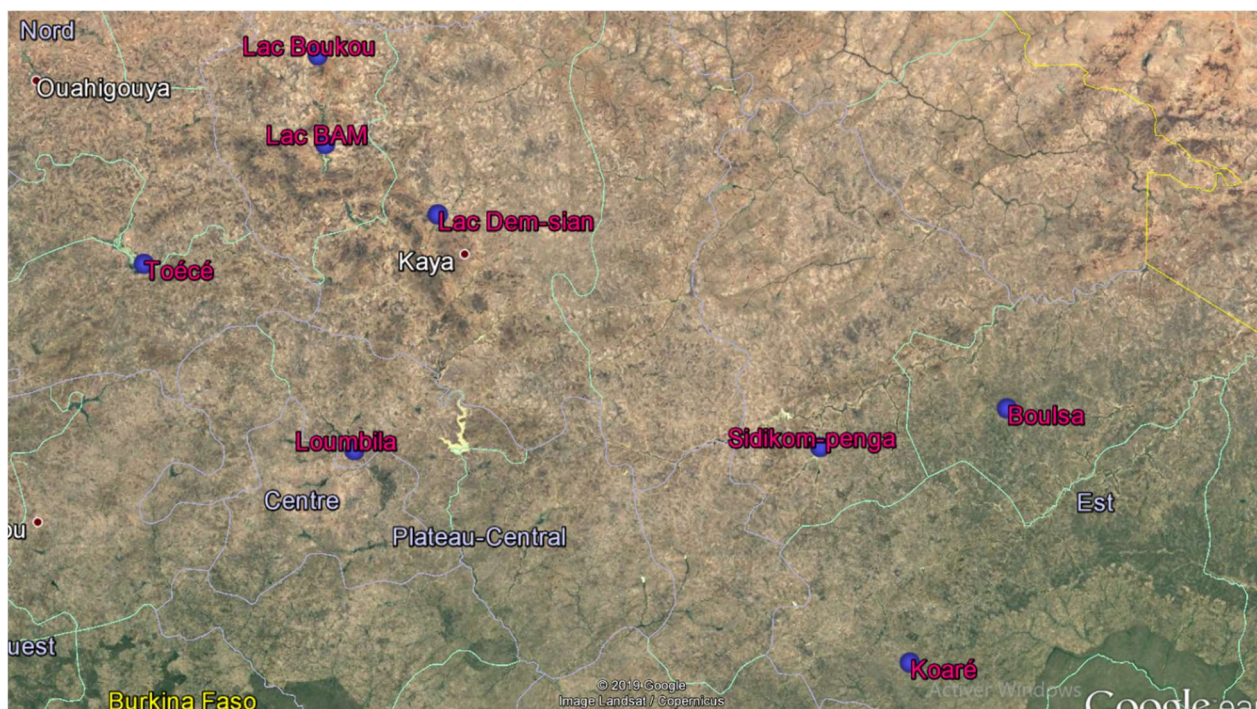
They are among the water reservoirs identified for rehabilitation and improvement of their management with a view to sustainability in the National Program for Hydraulic Improvements (PNAH) of the Ministry of Water and Sanitation (MEA). They are also considered among other things as strategic by the actors of the EC-AEN and EC-AEG with regard to their contribution to the socio-economic development of the country.

Table1: List of water reservoirs and dams to be rehabilitated

Water Agency	Locality		Name	Capacity (m ³)
Nakanbé	Loumbila		Loumbila	42 200 000
	Kongoussi		Bam	40 000 000
	Dem et Sian		Dem-Sian	15 000 000
	Boukou		Boukou	22 470 000
	Toece		Oumarou Kanazoe /Toece	75 000 000
	Koubri		Arzoumboanga/Boussouma	10 208 000
Gourma	Boulsa		Boulsa	500.000
	Gourma		Koaré	1 521 676
	Bilanga		Sidi-Kompienga	30 230 000
Total				237 129 676

Map 1 : sub-watershed





2.5 Physical setting

- ***NAKANBE'S WATER AGENCY***

The Nakanbé Water Agency's covers seven regions, the Central, Central North, Central East, South Central, Central West, North and Central Plateau.

The Nakanbé Water Agency's management space is fully included in the Volta International Basin, with an area of 60,337 km².

It includes the Nakanbé sub-basins (41,400 km²) which is drained by the Nakanbé, Massili, Koulipélé, Dougoulamondi, Tcherbo and Nouhao streams, the Nazinon sub-basin (11,370 km²), drained by the Nazinon and sub- basin of Sissili (7,559 km²).

The average annual volume of surface water available in the basin is 2.05 billion m³.

There are more than 400 water reservoirs in the Agency's space, including the largest dams in Burkina, such as Bagré (1,700 million m³ for hydroelectric and hydro-agricultural), Ziga (200 million m³ for drinking water), Toécé (75 million m³ for hydro-agricultural use), Loumbila (42 million m³ for drinking water supply). Burkina Faso's largest lake, Lake Bam (40 million m³) is also in the agency's management space.

- ***GOURMA WATER AGENCY***

The Gourma Water Resources Management Area covers the eastern part of Burkina Faso. This area, with a total area of 50,238 km², consists of four (4) sub-basins of the Niger National Basin (Sirba, Bonsoaga, Dyamougou and Tapoa-Mékrou) and four (4) sub-basins of the Nakanbé National Basin (Kompienga, Pendjari, Singou and The Doudodo).

In this area there are 113 dams and distributed within the territories of Burkina Faso and Niger". The area covers all or part of five (05) administrative regions.

- Eastern (entirely the Provinces of Gourma, Komandjari, Tapoa, Kompienga and partially Gnagna Province);
- Central-East (partially Boulgou, Koulpélogho and Kourittenga Provinces);
- North Central (partially Namentenga and Sanmatenga Provinces);
- Central Plateau (partially Ganzourgou Province);
- Sahel (partially Yagha province)

In terms of climate, three zones characterize this space. The Sahelian zone, the Sudan-Sahelian zone and the Sudan zone can be distinguished from north to south.

The area is also home to an important network of wildlife conservation areas and national parks covering the provinces of Gourma, Kompienga, and Tapoa, covering an area of 1,082,661 hectares.

Pastoral occupation is the most thriving activity.

2.6 Context and justification

• The Integrated Management of Water Resources (IWRM) approach

In order to improve the management of water resources, Burkina Faso has developed an integrated water resources management (IWRM) approach throughout the national territory, through the establishment of five (05) water Agencies that are:

- The Nakanbé water agency
- The Gourma water agency
- The Mouhoun water agency
- The Liptako water agency
- The Cascades water agency

This approach to implementing integrated water resources management adapted to the national context is nowadays based on the National Program for Integrated Water Resources Management (PNGIRE) whose general objective is to "contribute sustainably to the satisfaction of the freshwater needs of users and aquatic ecosystems "

The PNGIRE takes into account actions to restore, protect and enhance water reservoirs. It is in this context that Burkina Faso and the Netherlands agreed to formulate a project called "Rehabilitation and conservation project for water reservoirs in Burkina Faso". This project will enable the restoration of degraded structures to the optimum working condition in the intervention area of the Nakanbé (EC-AEN) and Gourma (EC-AEG) water agencies.

This project is in line with the objectives set by the National Economic and Social Development Plan (PNDES) 2016-2020 drawn up by Burkina Faso, one of the priorities of which is the rehabilitation of water reservoirs.

2.7 Status of the structures

• Status of the structures in Nakanbe Water Agency

The various problems related to the sustainable management of these structures need solutions that will be developed through this study. The table below, without being exhaustive, presents the various problems identified on various sites in Nakanbe.

STATES OF THE STRUCTURE	OMBILA DAM	LAKE BAM	LAKE DEM-SIAN	TOECE DAM	LAKE BOUKOU	BOUSSOUMA DAM
1. Anarchic occupation of the reservoirs and banks	Yes	Yes	Yes	Yes	Yes	
2. Degrading practices of farmers whose sampling techniques (opening of trenches in the bed, siphoning, excessive pumping) weaken the banks of the water reservoir	Yes					
3. sanding of the dam	Yes	Yes	Yes	Yes	Yes	Yes
4. Difficulties in delocating users, including farmers and relocating them to sites to be developed	Yes	Yes				
5. Lack of regular maintenance of the structure resulting in the continuous degradation of the dam	Yes	Yes		Yes	Yes	Yes
6. High risk of water pollution from the misuse of fertilizers and pesticides by farmers and/or urban waste	Yes	Yes	Yes	Yes	Yes	
7. Lack of development to provide, water troughs and corridors of access to water for animals, landing areas for fishermen, a sanitation system around the reservoir	Yes					
8. Illegal occupation of the public water domain by infrastructure carried out without authorisation or declaration (farms, hotels, canals and taken for agribusiness)	Yes					
9. Weakening the ecosystem	Yes	Yes		Yes	Yes	
10. Strong evaporation	Yes	Yes	Yes			
11. Waterborne diseases	Yes	Yes	Yes	Yes	Yes	Yes

12. Organizational inadequacy of users resulting in conflicts of water use	Yes		Yes	Yes	Yes	Yes
13. Inadequate protection action	Yes	Yes	Yes		Yes	Yes
14. Biodiversity degradation suggesting the need to plant aquatic species, fish, batracians, molluscs		Yes				
15Lack of protective perimeters and easement strips for the anarchic occupation of the banks	Yes	In progress	Yes	Yes	Yes	Yes
16. Lack of a plan to plan for the development, protection and protection of the lake and its environment			Yes	Yes	Yes	Yes
17. Lack of data on the actual state of sedimentation	Yes	Yes	Yes	Yes	Yes	Yes
18. Decrease in aquatic wildlife			Yes			
19. Invasion of the water by three invasive species, including Typha domingensis, Cyperus articulatus and Mimosa pigra				Yes occupies 42% of the area		
20. Obstruction of irrigation canals				Yes		
21.Reducing biodiversity through the phasing out of the floristic procession and the non-renewal of fish resource stocks from the reservoir				Yes		
22. Degradation of the banks with strong presence of gully's that accelerate the phenomenon of runoff				Yes	Yes	
23. Strong evapotranspiration				Yes	Yes	

24. Increased runoff from the banks, increasing the risk of flooding and breakage of the dam					Yes	
25. Presence of gold-cutting sites near the water reservoir					Yes	
26. State of very advanced degradation of the spillway of the dam						Yes

- **Status of structures in Gourma Water Agency**

The various problems related to the sustainable management of these structures need solutions that will be developed through this study. The table below, without being exhaustive, presents the various problems identified on its sites.

STATES OF THE STRUCTURE	SIDKOM PENG	KOARÉ	BOULSA
1. Sedimentation and blocking of the dam	Yes	Yes	Yes
2. High risk for water pollution	Yes		
3. Strong evaporation	Yes		
4. Waterborne diseases	Yes		
5. Dam degradation			Yes
6. Organizational inadequacy of users resulting in conflicts of water use	Yes	Yes	Yes
7. Lack of protection perimeters and easement strips favouring the anarchic occupation of the banks	Yes	No	Yes
8. Lack of a plan for the development, protection and safeguard the lake and its environment	Yes	Yes	Yes
9. Lack of data on the actual state of sedimentation	Yes	Yes	Yes
10. Invasion of the water by Typha domingensis	Yes	Yes	Yes
11. Strong evapotranspiration	Yes	Yes	
12. Existence of perimeter downstream	Yes	Yes	

- **Duration and Execution of studies**

The study will take place over 24 months and will consist of three phases:

- The first phase, the preliminary design phase of the feasibility study lasting 10 months, will draw up an overall representation of the reference situation of the site and its area of influence, by establishing an inventory of the state of the water reservoirs and dams and identifying all existing constraints. It will aim to collect and complete the essential information including necessary information for the finalization of the financing options plan. It will therefore carry out all the basic studies contributing to the preparation of rehabilitation and preservation/maintenance scenarios for water reservoirs.

- The second phase, lasting 10 months, will consist of carrying out the various detailed design studies essential to the design and implementation of the rehabilitation and preservation works for the water reservoirs and elaborate a working version of the project plan.

- During the third phase of 2 months, the contractor will finalize the complete project plan for the rehabilitation of 9 water reservoirs and dams in Burkina Faso and will prepare all the tender documents necessary for the implementation of the project.

3. Detailed description of the services

The services will cover a total duration of 24 months made up of three successive phases described above.

First the consultant will start with the elaboration of a launch report to be discussed in a inception meeting before the start of phase 1.

At the end of the first phase, a restitution workshop will be organized during which the Consultant will present the analyses of the current situation, the inventory by identifying all the existing constraints, linked to the condition of the structures, including institutional, technical, social and environmental constraints and the various options for the rehabilitation and protection of the resource and the creation of facilities around water bodies in order to achieve a concerted choice of the most advantageous variant.

In the phase, the variant chosen will be the subject of more complete studies leading to the preparation of tender documents for the completion of the works and the various arrangements around the water bodies.

This results of this second phase will also be the subject of a validation workshop.

The activities planned for each phase are detailed below.

3.1 Scoping Meeting

After the signing of the contract and the service order given to the Consultant for the start of studies, an inception meeting is scheduled with the monitoring committee. The inception meeting can be combined with the scoping meeting so desired and the coordination of the different parties makes it possible.

At the start of the mission, the Consultant will examine the documentation and familiarize itself with the local situation and the stakeholders concerned in the field and Ouagadougou. The Consultant, in close collaboration with the Monitoring Committee, will update and detail the proposed methodology, the list of tasks and deliverables, as well as the planning proposed in its offer. Additionally:

- The objectives and approach of the project, as well as the expected results and the updated planning of the D2B studies, in particular concerning the planning of the ESIA and the ESMP in accordance with the IFC PS and the ESIA process requirements of Burkina Faso; as described in Article¹ 17 - 27 (Decree 2015-187/PRES/TRANS/PM/MERH/MATD/MME/MS/MARHA/MRA/ MICA/MHU/ MIDT/MTC portant conditions et procédures de réalisation et de validation de l'évaluation environnementale stratégique, de l'étude et de la notice d'impact environnementale et social publié dans le Journal Officiel No 53 du 31 DECEMBRE 2015).
- whether there are any particular requirements for ESIA consultants.
- how the cumulative impacts will be treated. If there will be an analysis of the cumulative impacts of any water reservoirs and dams at the same location where it will also be necessary to examine the cumulative impacts from one water reservoir, dam to another.

The Consultant must document the work plan for D2B studies in an initial report, taking into account the recommendations of the Monitoring Committee. This initial report will be submitted to D2B for SoNO.

Deliverable 1: Launch report

3.2 Phase 1 : Survey and proposal for rehabilitation scenarios (Feasibility study)

It will involve conducting a survey of the current situation of the nine water reservoirs and (09) dams and a field investigation covering:

- basic technical studies (topographic, geotechnical, hydrological studies, etc.) necessary for the physical representation of the site with the scope of elaborating development variants according to hydrological and geotechnical constraints;
- an environmental and social impact scoping to establish a baseline of the socio-economic conditions of the site and the natural and biotic environment of the study area (ESIA);
- a strategy for the rehabilitation of structures and the conservation of water reservoirs.

3.2.1 Institutional and budgetary analysis

The institutional analysis will consider the institutions, regulations and strategies at different levels (national, regional, municipal) in the management of water resources linked to the condition of the works. It will also include a pricing assessment, concerning the short and medium-term sustainability of the sector in the project areas.

Description of the legislative, regulatory and institutional framework of the study area in terms of environmental quality, public health, protection of risk areas and endangered species, control of land use concerning the proposed project, and in particular the provisions in force for the environmental assessment

The analysis of the budget will make it possible to understand the state of public finances, the existing or potential transfers between the authorities of different levels and the local actors of the works, as well as the current and potential funding at the level of the central government. This analysis will specify the capacity of the local actors of each structure to bear the costs linked to future investments.

Deliverable 2: Institutional and budgetary analysis

¹ Décret 2015 187/PRES/TRANS/PM/MERH/MATD/MME/MS/MARHA/MRA/MICA /MHU/MIDT/MTC

3.2.2 Audit of the main players and inventory of all stakeholders

The audit of the main actors will focus on the capacities of local actors, water agencies, and the Economic Interest Groups concerned (GIE). The audit will also draw up an inventory of all stakeholders in the water sector and for the main economic sectors of the municipalities and provinces. It will analyse the strengths and weaknesses of the actors and stakeholders in the context of the project areas.

Deliverable 3: Audit of the main players and inventory of all stakeholders

3.2.3 Documentary research

It will be for the Consultant, during this phase, to find and use all the existing documentation on the water reservoirs and dams or available in the Regional Directorates in charge of Water or Agriculture, or from Nakanbé and Gourma watershed agencies.

All governmental institutions will make data available to the consultant if the data exists.

Deliverable 4: Results of the documentary research

3.2.4 Detailed diagnosis of water reservoirs and their environment

The Consultant in this phase will carry out a detailed diagnosis of all the works. This diagnosis, supported by the various photos taken, should make it possible to:

- locate the structures,
- delimit their watersheds,
- define the different uses of reservoir water, including users upstream and downstream of the reservoir water.
- describe the different protections made to ensure the sustainability and conservation of water (immediately upstream and in the watershed),
- describe the damage that has occurred and identify the various problems linked to the sustainable management of these structures,
- list the probable causes of these problems encountered and the degradations observed,
- give the main lines for rehabilitations,
- etc.

The basic studies below should be carried out and allow a better approach to the works necessary for the rehabilitation of the works, the protection of the resource and the realization of arrangements around the water bodies.

3.2.4.1 Topographic studies

The consultant will carry out a topographic study on a right-of-way of the structure (detailed longitudinal and cross profiles of the dam and its structures) and a survey of the basin to determine its capacity at the highest water levels. The surveys should make it possible to delimit the protection perimeters and the easement strips for each structure.

The surveys must also extend over the downstream part in the case where the vocation of the existing structure is agricultural and when there is land suitable for development (at most 100 Ha to be raised).

These surveys should be as detailed as possible to avoid further surveys in the later phase

The consultant will for that purpose conduct:

- ✓ The delineation of the site with a boundary of the polygonal,
- ✓ Delimitation and materialization of the easement strip,

- ✓ Systematic survey at the 1/2,000 scale of the basin highlighting important planimetric and altimeter details; polygon terminals will be laid along with a mesh of 500 m by 500 m,
- ✓ raised long profiles (equidistance of 25 to 50 m) and profiles across the axis of the dam with its existing structures (flood drains, channels, etc.),
- ✓ A detailed survey of the existing dyke, materializing all the disorders,
- ✓ A detailed survey of village sites and other unique infrastructure points (buildings, wooded areas, cemeteries, water points, etc.) located in or at the edge of the basin,

These surveys will cover the entire allocated area. The surveys will be linked to the General Levelling System of the Geographical Institute of Burkina Faso (IGB).

Restitution will be made on plans at:

- at a scale suitable for the ground plane with level curve every 50 cm, bringing out the service strip and allowing the establishment of the various height / volume / surface curves with the location of physical obstacles (villages, sacred groves , cemeteries, and other infrastructure, geotechnical survey points, borrow and quarry areas located in the basin),
- 1/1000 for the distances and 1/100 for the heights, with regard to the longitudinal and cross sections of the dike and existing structures,
- at appropriate scales for detailed surveys of the dike,
- 1/1000 with equidistant contours of 0.25 m, for the perimeter plan

A directory of the terminals installed with the existing references and all their contact details will be provided.

When there is a survey carried out previously, the Consultant will have to make an analysis of the previous height / volume / surface curves and that newly carried out in order to assess the behaviour of the reservoir during these two periods.

Surveys must be as complete as possible to fully appreciate the work necessary for the rehabilitation of the structures.

3.2.4.2 Geotechnical and sedimentation studies

The consultant will carry out essential geotechnical investigations on the one hand for the characterization of soils and the availability of materials for repairs and on the other hand for the representation of sediment deposits and solid transport. It should be noted that most water reservoirs experience silting drastically reducing the storage capacity of the structures.

The consultant will for that purpose conduct:

- ✓ *For soil representation and the availability of materials for repair of structures*
 - The identification of borrowing areas, including laterite quarries and areas where clay materials are collected for containment,
 - The search for sand, gravel, and rubble quarries closest to the area with a quantitative and qualitative representation of the materials in question;
 - The location of water points needed for the reconstruction of embankments and the construction of concrete if necessary;
 - The tests to be carried out will consist of identification tests (water content, granulometry, specific weight, etc.), resistance tests (compression, shear, compaction consolidation, etc.) and infiltration tests.
- ✓ *For the representation of sediment deposits and solid inputs*
 - Surveys needed to identify the soils of the basins, with the aim of a possible dredging to increase the storage capacity of the dam

- o These surveys must be sufficient to assess the amount of material deposited
- Tests to be carried out to characterize these sediments

The results of geotechnical investigations will be documented in a report indicating: map location of potential quarry and borrowing areas, borehole and granulometric curves, quantities of usable materials per quarry/pit and their mechanical characteristics. The geotechnical report will make the necessary recommendations for the rehabilitation of the structures and will also highlight a commentary on the foundation floors of the basins and the possibilities of dredging.

3.2.4.3 Hydrological studies

The consultant will have to make an accurate assessment of the different sizing parameters of the project.

The key points of attention are:

- The study of the physical characteristics of the watershed: watershed delimitation, area, perimeter, water system, topographical features, etc.;
- The collection and processing of climate data (annual, average and daily rainfall, temperature, sunshine, evaporation);
- Estimating project flooding by different methods;
- Assessing water supplies in the lake basin;
- Establishing a height/volume/surface curve;
- The study of water loss by infiltration
- The study of solid deposits
- "Etc."

These studies should be used to reconstruct the hydrological and hydraulic parameters of dams and water reservoirs and compare them to baseline records if these records exist.

They will also be able to address some of the technical concerns:

- Is the existing dam well sized?
- Is the disorder that occurred in the case of rupture of the spillway due to undersizing?
- Do the topographical features of the basins portend the degradation of the banks accelerating the phenomenon of runoff

In this area, the consultant will have to take stock of the amount of water available in relation to the samples, taking into account future projections to ensure the water supply to the dam.

Deliverable 5: Detailed diagnosis of water reservoirs and their environment

SteeCo1

The main objective of SteeCo1 is to validate the studies of the starting situation. Committee members will receive the preparatory documentation for SteeCo1 at least one week before the date of the meeting.

3.2.5 Environmental Protection and Safeguarding Studies

Soil identification studies in reservoirs will be used to determine the level of siltation by measuring sediment deposits.

Similarly, the different parameters calculated for watersheds (slopes, compactness index, etc.) and field visits will have to situate the consultant on the phenomenon of erosion. So, the consultant will have to:

- assess the dynamics of the environment around the water reservoirs and dams;

- understand all direct and indirect influences on the water reservoirs and dams;
- propose all possible measures to protect and safeguard the natural resources of the water resources in order to limit siltation (creation of defending zones, protection of the banks by recalibration and grass, protection of the watershed by the implementation of CES/DRS measures);
- the necessary support measures.

Deliverable 6: Result of environmental protection and safeguard studies

3.2.6 Water quality analysis

It was noted that for all water reservoirs, there is a high risk of water pollution through the misuse of fertilizers and pesticides by farmers and/or urban waste.

The consultant will collect water for all sites. Their analysis should be used to represent the levels of pollution. The consultant will propose protection or mitigation measures.

Deliverable 7: Results of the water quality analysis

3.2.7 Sociological Baseline Studies

These studies will be based on existing statistical data on populations and via the conduct of field investigations.

Will be carried out:

- The state of play (location, demographics,)
- Identifying the villages in the project area to use the water resources
- Inventory of existing socio-economic infrastructure in the project area
- Inventory of existing farmers' organisations
- Inventory of projects in progress or planned in the locality
- Inventory of cultural heritage
- Diagnostic analysis of the land situation of each site to assess the risks or guarantees of land security of future operations, as well as assessing the level of consensus and support of beneficiaries for the project, and the level of commitment of beneficiaries to participate physically and/or financially in certain development work according to the participation needs to be presented to them.

For most of the dam concerned, there was an organizational deficiency of users resulting in conflicts of water use. Thus, the consultant will have to analyse the organization set up for the management of the reservoir in order to highlight the sticking points of its operation and make proposals for better functioning of these organizations.

Deliverable 8: results of sociological baseline studies

3.2.8 Environmental Baseline Studies

The consultant will make an environmental assessment based on a survey and representation of the existing environment in the study area with particular attention to the following:

- Current conditions of the natural environment in terms of the state of soil and water resources; identification of sensitive areas and those of scientific, socio-economic or cultural value;

- The biological environment: the state of the vegetation cover and the extent of the wooded areas; Protected species; reserved or sacred areas according to local traditions; Current level of extraction or exploitation of lumber; Biodiversity of the area the different species of wild animals encountered and the periodicity of their use in the area;

- The human environment: location of villages in the site, their demographics and their level of equipment in socio-collective infrastructure (water points, school, health centres, etc.); identification of village soils within the allocated area and evaluation of the activities carried out there (agriculture, livestock); identification of existing transhumance routes, cattle trails and stage lodges;

- Identification of key environmental components and their qualitative characterization in terms of function, representativeness, attendance, diversity, rarity and social value;

- Description of the legislative, regulatory and institutional framework of the study area in terms of environmental quality, public health, protection of risk areas and endangered species, land use control concerning the proposed project, including existing environmental assessment provisions;

Risk and impact analysis

For each site, the Consultant will identify and assess the risks likely to affect the various components of the environment during periods of preparation, construction and operation: political, social and environmental risks.

It will draw up recommendations for each risk category with a view to reducing, if possible, the risk considered. It will also analyse the advantages and disadvantages of each variant from the point of view of environmental and social safeguard. The Consultant will more particularly recommend (justifying its choice) the variant presenting less risk.

Deliverable 9: the result of environmental baseline studies including a risk analysis for each scenario

3.2.9 Environmental and Social Scoping

It is recommended to carry out an ESIA study per dam. After examination of the scoping studies by the General Secretariat of AVENE, if there is a case where water reservoirs and dams in the same watershed have similarities, AVENE notifies accordingly and will make the potential regrouping to carry out one ESIA for the group of water reservoirs and dams.

The ESIA will be implemented in parallel to the feasibility study and starts with an environmental and social Scoping study in phase 1 of this assignment. Scoping is a process which determine the potentially adverse impacts that are likely to be significant and consequently should be the main focus of the Environmental and Social Impact Assessment (ESIA). Scoping also identifies available data and existing data gaps. The scoping process determines the appropriate spatial and temporal scopes for the assessment, which alternatives to study and suggests suitable survey and research methodologies.

The Terms of Reference (ToR) for the ESIA is based on the results of the scoping which are documented in the Scoping report.

The Scoping report will include (but is not limited to):

- Review of existing information on environmental and social baseline conditions developed as part of 5.1.5 and 5.1.6);
- Specification of the various intervention alternatives and provide justification for proposed alternative;

- Gap Analysis between the Burkinabe law and the IFC Performance Standards, including which performance standards are triggered;
- Clarification by ANEVE whether the details of article 13²(which indicates the minimum content of an ESIA mandate) should be used or if adjustments should be made.
- Identification of the main risks and impacts in the various phases of the project, specific attention will be given to expected cumulative impacts of the dams in the same basin;
- The methods to be used, the level of effort needed to fully understand the risks and impacts, and options for mitigating them. The results of the scoping process should determine what should be included in the environmental and social impact assessment, which could include separate studies or management plans.
- Carry out initial site visits, including formal and informal discussions/meetings with local communities, government agencies and other key stakeholders, in the project affected area.
- Develop draft Stakeholder Engagement Plan (SEP) that shall be applicable throughout the project cycle³ including the planning stage and provides effective and inclusive engagement with project affected parties with a specific focus on vulnerable groups;
- Determine Area of Influence. The area likely to be affected either directly or indirectly by project operations, including ancillaries and associated activities.
- Determine local ESIA procedures, including requirements and schedule. When preparing the ESIA, the Consultant must take into account local regulations Decree 2015-1187 important conditions and procedures for carrying out and validating the strategic environmental assessment, the study and the environmental impact statement and social published in the Official Journal n ° 53 of DECEMBER 31, 2015.

RVO will request an technical expert group from the Netherlands Commission for Environmental Assessment (NCEA) to review a draft version of the Scoping report and ToR for the ESIA. The consultant is expected to incorporate 6-8 weeks for the review of the NCEA and develop a final version of the Scoping report and ToR for the ESIA for submission to the Ministry of Environment, Green Economy and Climate Change of Burkina Faso (MEEVCC) and/or National Agency for Environmental Evaluation (ANEVE). The essential elements for the ToR for the ESIA are described in article 13 of Decree 2015 187/PRES/TRANS/PM/MERH/MATD/MME/MS/MARHA/MRA/MICA/MHU/MIDT/MTC.

Upon approval of the ToR for the ESIA by MEEVCC and the Go/No-Go decision of RVO the consultant can proceed with the ESIA in phase 2 of the assignment.

Deliverable 10: Environmental and social Scoping report

Deliverable 11: ToR for ESIA

SteeCo2

The main objective of SteeCo2 is to validate the environmental and social scoping. Based on a positive decision from the Steering Committee and a D2B SoNO the D2B Studies may continue.

² Décret 2015 187/PRES/TRANS/PM/MERH/MATD/MME/MS/MARHA/MRA/MICA /MHU/MIDT/MTC

³ Articles 17-27, Décret 2015 187/PRES/TRANS/PM/MERH/MATD/MME/MS/MARHA/MRA/MICA /MHU/MIDT/MTC

Committee members will receive the results of the studies as soon as they are ready and the preparatory documentation for SteeCo2 at least one week before the date of the meeting. It is necessary to take into consideration the deadlines for official approval (NCEA Netherlands and ANEVE) and for public participation must be respected according to Decree 2015 187 / PRES / TRANS / PM / MERH / MATD / MME / MS / MARHA / MRA / MICA / MHU / MIDT / MTC.

3.2.10 Project Rehabilitation Scenarios (Preliminary feasibility Studies)

The various reports of the baseline studies conducted will be presented at this stage.

Based on the results of basic technical studies (topography, hydrology geotechnical, environmental and social scoping, etc.), the consultant will propose the different variants for the rehabilitation of the dams and the conservation of the different water reservoirs. For this purpose, it will present a technical brief for each variant that will contain:

- Pre-sizing the dams;
- Siltation study;
- Summary plans for the rehabilitation of the structures and the protection/conservation of the various reservoirs;
- The different draw from the topographical surveys (mass map, long and cross profile);
- The calculation notes;
- Financial estimates.

A comparison of the results of the analysis of the different variants will be made to allow to propose several development scenarios adapted to natural constraints, the water resource and the mode of exploitation of the reservoir.

The forecast results of the various scenarios will be presented to the client in the Phase 1 report during a restitution workshop. At the end of this workshop, the client will comment and tell the consultant on which priority scenario, the detailed project study should be developed.

Deliverable 12: Rehabilitation Scenarios of the works

3.2.11 Financial and economic analysis

The consultant will conduct an economic and financial analysis of the potential development options to ensure their profitability. For each option, this analysis will be limited during this phase to the study of the forecast operating accounts, the added value (upstream and downstream of the deduction, the development of the farm), the calculation of "cash flow", the return on investment and the internal rate of return (IRR). It will include a sensitivity test of the internal profitability rate of each option to take into account the impact of the increased change in investment costs and the decline in agricultural production results. The investment costs, operating expenses and gross margins generated from each development option will form the basis of this analysis.

The analysis must be based on the results of consultations with the Ministry of Water and Sanitation, the Ministry of Finances & development and D2B, as well as on information on the possible interest of other financial institutions to co-finance the realization of the rehabilitation of the 9 water reservoirs and dams.

The analysis will describe the options for financial commitments of financial institutions, the agreements on procedures and disbursements, as well as the coordination necessary for the implementation of (co) financing agreements.

To achieve this, the consultant will have to:

- List the various financial institutions working in the field of development based on previous projects
- Indicate their mechanism and conditions for financing projects
- Explore opportunities for co-financing projects
- Focus the client on the co-financing possibilities of this project

Deliverable 13: (depending on the result of the validation of phase 2): Financial & economic analysis for the implementation of the rehabilitation project of the 9 water reservoirs and dams.

3.2.12 Site Priorisation

The consultant will have to define a set of objective criteria to prioritize the sites. They will have to take into account not only the economic profitability of the project but also the social factors to promote the economic development of the community.

Deliverable 14: Proposal for decision regarding the site prioritization

3.2.13 Finalization of phase 1

After evaluation of all phase 1 deliverables, RVO will go to give approval and make the Go / No-Go decision on the continuation to phase 2. The consultant can proceed in phase 2 of the project after this approval.

Deliverable 15: Final report phase 1

SteeCo3 (GO/NO-GO)

At the end of SteeCo3, the Steering Committee will assess the solutions adopted and the services. Based on positive prioritisation decision from the Steering Committee and a SoNO from D2B regarding the solutions retained and the consultant's performance during phase 1, phase 2 of the D2B Studies can start.

3.3 Phase 2 : DETAIL PROJECT STUDIES

The second phase of the study will take place following the choice of the most favourable rehabilitation option. It includes detailed studies of the chosen option.

3.3.1 Environmental and social impact analysis (ESIA)

During phase 2 of the project, the consultant will carry out the environmental and social impact assessment (ESIA) in accordance with the ToRs approved during phase 1 for favourable rehabilitation options. The ESIA must comply with both Burkinabe law and IFC performance standards (2012). The monitoring committee will ask ANEVE to review and approve the ESIA before proceeding with the developed ESMPs.

This analysis will be based on the Performance Standards (SP) defined by the International Finance Corporation (IFC). The ESIA will take all SPs into consideration:

SP1 Assessment and management of environmental and social risks and impacts
 SP2 Working conditions
 SP3 Resource efficiency and pollution prevention
 SP4 Community health, safety and security
 SP5 Land acquisition and involuntary resettlement
 SP6 Conservation of biodiversity and sustainable management of natural resources
 SP7 Indigenous populations
 SP8 Cultural heritage

The ESIA will be carried out on the basis of the TORs developed during phase 1, and after their approval by RVO. Based on the full assessment of the environmental and social impacts, an ESMP (Environmental and Social Management Plan) will be developed for each promising rehabilitation option or variant identified, including the inventory of all the goods and people affected and the mitigation, restoration and / or compensation costs. This ESMP defines mitigation measures, roles and responsibilities for implementation, performance indicators, timeframes and cost estimates for implementation. Additional management plans such as resettlement action plans, biodiversity action plans, water resource management plans, ecosystem restoration plans and community safety plans may be required depending on impact assessment.

The ESIA and ESMP will be developed in accordance with the standards of the International Finance Corporation (IFC) and included in the full Project Plan developed during phase 3.

RVO will ask the Dutch Commission for Environmental Assessment (NCEA) to review the draft version of the ESIA. The consultant should allow 2-4 weeks to review the NCEA and develop a final version of the ESIA. The ESIA will be published in at least 2 national newspapers with a 30-day period reserved for the public to react to the ESIA in accordance with Burkinabé law. The consultant should facilitate this process and adjust the ESIA after the consultations if necessary.

Deliverable 16: Environmental and social impact study (ESIA)

SteeCo4

At the end of SteeCo4, the Steering Committee will evaluate the ESIA study. Based on a positive decision from the Steering Committee and a D2B NOA the D2B Studies may continue.

3.3.2 Complementary technical studies

3.3.2.1 Complementary Topographical Studies

The consultant may need to carry out additional surveys for the detailed studies. This involves making a more precise topographic survey of the areas to be rehabilitated by carrying out:

- survey of longitudinal and transverse profiles showing all the features necessary for the evaluation of the rehabilitation works of the structures and the protection/conservation of the various reservoirs;
- a detailed survey on a suitable scale of the sites of the main works planned.

3.3.2.2 Complementary geotechnical and sedimentation studies

The Consultant will carry out additional geotechnical investigations if necessary by performing:

- soundings for the identification of the foundation soils and the location of the water table if necessary;

- additional surveys to better assess the extent and volume of sediment deposition;
- reconnaissance surveys of the foundation soils of the main one-off structures and carrying out bearing tests;
- the identification of possible borrow areas and areas for deposits of stripping and excavation products;

A geotechnical report will be drawn up comprising the summary of the results of the various tests or boreholes, the sections of the boreholes.

Deliverable 17: additional basic technical studies

3.3.3 Maintenance of Structures

The lack of upkeep and maintenance of the structures is the cause of several degradations noted on the 9 structures and their environment which have resulted, among other things, in:

- silting up and siltation of reservoirs;
- the continued degradation of some dikes;
- the degradation of the banks with a strong presence of gullies which accelerate the phenomenon of runoff;
- the invasion of certain bodies of water by invasive species, in particular *Typha domingensis*.

Thus, for all the structures to be rehabilitated, the tenderer will draw up an annual or half-yearly maintenance and upkeep plan including the local players (CUE, CLE, etc.). This plan should detail the activities to be carried out and the costs necessary for its operationalization.

Deliverable 18: Upkeep and maintenance plan for structures

3.3.4 Detailed reports and project plan

With regard to the engineering of hydraulic structures, based on topographical surveys, the results of the basic studies and the plans drawn up at the stages of the feasibility studies, the consultant will draw up detailed draws for the rehabilitation of the structures and protection/conservation of the various dam reservoirs, plans, cuts and structural elements of civil engineering structures.

The consultant will then draw up detailed project files for each of the water reservoirs and dams, including:

- a reminder of the justifications for the scheme studied;
- the results of geotechnical, topographical, sociological and environmental studies
- the detailed description of the works and equipment, accompanied by the corresponding calculation notes;
- the estimated cost per work;
- the detail plans;
- the schedule for carrying out the work;
- Detailed estimates of the project will distinguish between direct and indirect costs, project management costs and hazards. In addition to these costs, the estimates will identify the costs associated with environmental and social impact mitigation measures.

- The work schedule: the planning of the work of each of the works will be defined by the consultant in such a way that the deadlines for the completion of the work is as realistic and short as possible while having a keen focus on the aspects of their coordination. The programming of the tasks will be precise and detailed.

- Economic and financial studies: At this stage, the consultant will necessarily verify the data, assumptions, and parameters that led to the results of the economic and financial analysis during the feasibility studies. The final results of this analysis will be decisive for the viability of the projects and therefore the mobilization of funding for their implementation. The consultant will also have to propose the prioritization of the work based on the criteria that will be validated in phase 1.

This improved economic and financial analysis of each project will need to be supported by sensitivity analysis against relevant benchmarks.

The preparation of the final versions of the project studies reports will only take place after the approval by a technical committee of the draft versions of the draft studies. It will have to take into account all the comments and comments that the parties will have agreed on.

Deliverable 19: Detailed Report (including project plan)

3.3.5 Funding of the works

The cost of carrying out the work may be significant, requiring the mobilization of several financial institutions.

Preliminary consultations for the financing of the works will have already taken place with potential partners from phase 1 . The final Financing Plan must describe the financing commitments of each financial partner, the agreements concluded between the partners concerning procedures and disbursements, as well as the coordination structure necessary for the implementation of the co-financing agreements.

Deliverable 20: Financing plan for the implementation of the project

Deliverable 21: Final report phase 2

After evaluating all of the Phase 2 deliverables, RVO will make the Go / No-Go decision and give approval and on whether to continue to Phase 3. The consultant may proceed to Phase 3 of the project after this approval.

3.4 PHASE 3: PROCUREMENT FILE

3.4.1 Procurement file

The consultant will prepare, in collaboration with the Monitoring Committee, the Bidding Document (DAO) and the Terms of Reference (TDR) for all work packages, supervision, Technical Assistance to Supervision Works (ATMO), and for the capacity building of the staff of the water agendas for the realization of the rehabilitation project of the 9 water reservoirs and dams. These documents must be compatible with international standards and national regulations on works and supervision of infrastructure projects as well as on consultancy services.

The documents must include (non-exhaustive list):

- Tendering process
 - instructions to bidders

- qualification criteria and evaluation criteria
 - procurement forms
- Requirements
 - Terms of Reference (ToR) specifying the scope of the services requested
 - technical specifications
- Contractual conditions and contractual form
- All other relevant information, such as a list of all studies carried out up to the date of publication.

Deliverable 22: Procurement plan for the implementation of the project works

All the works for the rehabilitation of the 9 water reservoirs and dams must be structured in a procurement plan which will specify the different lots and financing. In addition, the procurement plan must specify, for each individual lot, the procurement method (open procedure, restricted procedure), the type of contract (specified according to FIDIC standards or equivalent), as well as both the national and international applicable requirements.

3.5 STAKEHOLDERS

The Consultant will work in close collaboration with the following actors

- Water agencies concerned (AEG and AEN)
- FASO KOOM
- Permanent Secretariat for Integrated Water Resources Management (SP / IWRM)
- The National Agency of Environmental Assessments (ANEVE)
- Directorate General of Hydraulic Infrastructures (DGIH)
- Directorate General of cooperation, Ministry of Economy, Finances and development
- Deconcentrated services in charge of sustainable development
- Local authorities (Town Halls)
- The Local Water Committees (CLE) concerned

A monitoring committee made up of representatives from relevant institutions including among others the SP / GIRE, AEG, AEN, DGIH, DGCOOP, DREA, FASO KOOM will be set up to validate the various deliverables of the study.

During the project (D2B studies), the General Directorate of Cooperation of the Ministry of the Economy, Finance and Development will be the signatory authority of the Grant Agreement and will therefore be responsible, if necessary, for any additional cost (beyond the D2B grant) incurred during the development of the project.

The tasks and role of the national partners (with key AEG and AEN partners) are, upon request, to support the consultant with data, analytical capacity and additional fieldwork as needed to contribute to the best description of the possible physical and socio-economic condition for the water reservoirs and dams. More specifically, this concerns in particular:

- Contribute to updating, updating and completing the inventory of physical condition (hydrology, hydraulics, ecological, morphological, surface water quality). This can be done through a review of existing databases, results of research studies and related documents and the implementation of specific field surveys, where appropriate;
- Attend stakeholder engagement facilitation actions (e.g. municipal technical and planning services offices, representatives of agencies and ministerial structures, etc.).

3.6 PROJECT MANAGEMENT

The project is implemented based on a grant agreement between the government of the Netherlands (represented by RVO.nl) and the government of Burkina Faso (represented by the Ministry of Finance). The actual implementation of the project takes place under the responsibility of the MEA. The effective implementation of the project on the Burkina Faso side was entrusted to the Permanent Secretariat for Integrated Water Resources Management (SP/GIRE). A monitoring committee made up of representatives from relevant institutions including among others the SP / GIRE, AEG, AEN, DGIH, DREA, FASO KOOM will be set up for the validation of the various deliverables of the study. SP-GIRE is, therefore, the direct interlocutor, towards the Government of Burkina Faso, of the Study Office which will be the contractor at the end of the tendering process.

The roles and responsibilities of the partners involved in the D2B studies are summarized in the following table:

Partners	Roles and responsibilities
Netherlands Enterprise Agency (RVO.nl)	- Responsible for the financing of the Project, i.e. 100% of the development phase and potentially the main financial backer for the first phase of the infrastructure project - One of the signatories of the D2B financing agreement - Recruitment of consultants to provide technical assistance services to the Coordination Unit - Identification of strategic partners for the financing of the infrastructure project. - Procurement of the consultant
Ministry of Economy and Development Planning (MEPD)	- MEPD is the Ministry responsible for the management of government-to-government relations within the framework of the project - Management of bilateral relations with RVO.nl - Ensure the inclusion of the Project in the state budget for infrastructure development - Ensure the inclusion of the project in the programming of public investments - Collaboration with the Ministry of Finance and other Ministries involved in the project on financing issues - Sign on behalf of the Government the D2B financing agreement
Ministry of Water and Sanitation (MEA)	- Ensure the supervision of the project through the General Directorate of Hydraulics and Sanitation - Project Manager - Ensure the inclusion of the Project in the state budget for infrastructure development - Ensure the inclusion of the project in the national monitoring and evaluation program - Ensure the inclusion of the project in the programming of public investments - Set up the Technical Management Coordination Unit of the D2B project
Monitoring Committee	- Facilitate the work of the Design Office in the development phase of the Project - Planning and monitoring of activities in close collaboration with the RVO.nl D2B Team and the Design Office - Supervision and monitoring of studies - Contribution to the development of TOR for the recruitment of the Design Office and other TORs

	- Internalization of experiences within the Monitoring Committee and the Technical Departments of MEA and STE - Daily handling of technical and administrative issues inherent in the start-up of the project - Planning of statutory meetings and production of technical decision-making support by the hierarchy in charge of Steering
Consultant	- Responsible for the conduct of studies in the development phase of the project - Facilitated by the Monitoring Committee for the execution of the Project - Transfer of competence to the Coordination Unit
Water agencies	- Project beneficiary - Facilitate access to existing information, especially internal studies for the needs of the project. - Provide qualified staff according to the needs of the studies - STE staff will benefit from a skills transfer - Qualified STE personnel will have a preference in the choice of members of the Coordination Unit
Steering Committee	- Supervision and approval of the general orientation and line of action of the project - Validation of activity reports and activity programs
Other actors (Ministry of Environment, Climate Change and Green Economy (MECCEV) Ministry of Animal and Fisheries Resources (MRAH), Ministry of Infrastructure (MOI)	- Participate in the implementation of certain actions of the project - Participate in the monitoring committee
Technical assistance (Procurement concerning the implementation phase)	- To be determined in more detail during the D2B Studies

There are organizations assigned to guide and supervise the implementation of the project and which are the Monitoring Committee (CdS). The CdS is responsible for the overall direction and approval of project progress, in which case it receives joint progress reports and other products from the consultant as scheduled. The objective of ANEVE's participation is to guide and supervise the production and delivery processes of the environmental and social assessment (ESIA) which must be implemented in parallel with the feasibility study and the investment plan. ANEVE's role in the project is guided by national legislation on environmental impact assessment in Burkina Faso. This concerns in particular the validation of the framework document and TOR of the ESIA study.

ANEVE will validate the results of the ESIA, in order to establish the environmental compliance certificate.

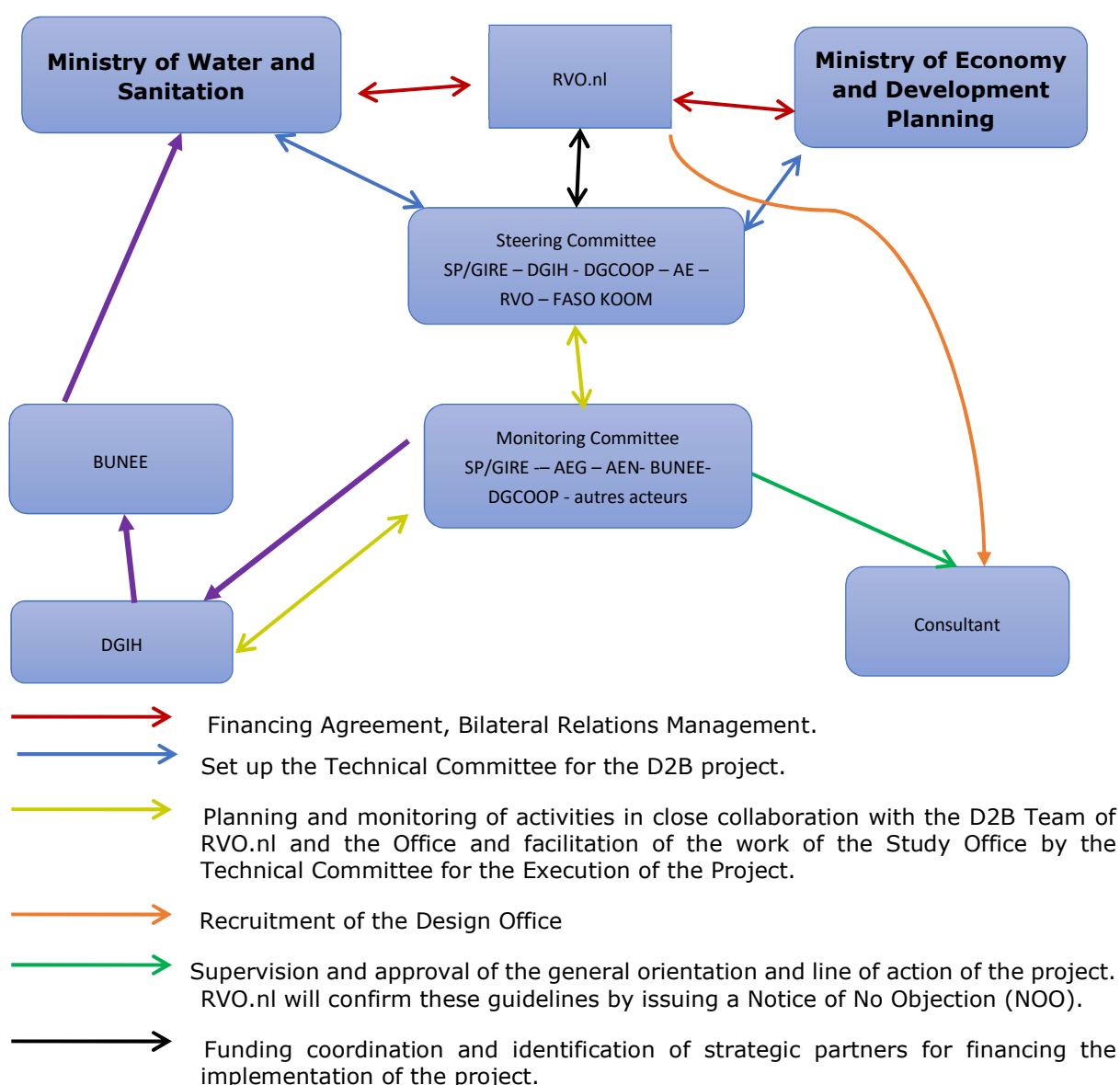
The consultant will report progress to the monitoring committee every 2 weeks. The monitoring committee will meet every month and on the basis of the reports/deliverables submitted by the Study Office. All reports must be submitted no later than 2 weeks after the reporting period.

The Consultant will operate with the support of the monitoring committee and its partners who will conclude a framework agreement describing their contributions (activities, products, etc.) to the project.

Besides, there are three organizations assigned to guide and supervise the implementation of the project and which are the Monitoring Committee (CdS). The CoS is responsible for the general direction and approval of the progress of the project, in which case it receives joint progress reports and other products from the Consultant as scheduled. The objective of ANEVE's participation is to guide and supervise the production and delivery processes of the environmental and social assessment (ESIA) which must be implemented in parallel with the feasibility study and the investment plan. ANEVE's role in the project is guided by national legislation on environmental impact assessment in Burkina Faso.

The implementation flowchart (roles, deliverables, invoices, a notice of compliance) of the project, including funding and funding relationships, is presented in paragraph 6.11 below. The consulting firm concludes a contract with RVO and will invoice SP / GIRE on the basis of approved reports (by CdS and RVO) and other deliverables.

3.7 Project Organigram



3.8 Lots

The invitation to tender has not been divided into lots, because the studies cannot be split into parts and necessitate a coherent approach.

3.9 Contract Period

The Contracting Authority intends to conclude a Contract for a period of twenty four months.

The schedule of deliverables is as follows:

INCEPTION

Contract signature, inception/scoping meeting:	M
Launch report (Del. 1):	M + 1

PHASE 1 - APS

Preliminary analysis (Del. 2 - 5):	M + 2
Preliminary report and ESIA framework (Del. 6-11):	M + 4
review scoping ESIA and GO/NO-GO	M + 9
Phase 2 final report (Del. 12-15):	M + 10

PHASE 2 - APD

Complementary technical studies (Del. 17)	M + 13
ESIA report (Del. 16):	M + 14
Revision ESIA and GO/NO-GO	M + 19
Maintenance plan (Del. 18)	M + 19
Final version report (feasibility, ESIA, ESMP)	M + 22
Integrated project plan, including financial plan and Procurement plan (Del 19 - 21)	

PHASE 3 - procurement documents (Del 22)	M + 24
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The consultant must submit the deliverables mentioned above in one (1) hard copy and one (1) electronic copy to both the contracting authority and the MEA. All official documents must be written in French with a summary in English. All official communication must be in French or English. All interim and final deliverables/reports are written in French. Final reports should contain a summary in English.

3.10 Scope of the assignment

The Tendering Authority has estimated a total contract value of EUR 550.000 (exclusive of VAT).

The Contracting Authority estimates that the execution of phase 1 (deliverables 1 to 15) requires a maximum budget of 200,000 EUR (excluding taxes). In the event that all the deliverables have to be developed (deliverables 1 to 22 inclusive), the maximum total value of the contract is estimated at 550,000 EUR (excluding taxes). This amount is given for information only, and no rights can be derived from it.

The winner of this call for proposals will be invited to carry out all of the studies 1 to 22, except in the event of a negative decision by the Monitoring Committee, the MEA and / or D2B concerning deliverables 15, 16 or 21, which would therefore exclude the achievement of the subsequent deliverables.

For eventual contextual evolutions of political, economic, budgetary, administrative nature, or organizational within the national government and of the associated contraction or expansion of the Contracting Authority, or of the changing positions of the Contracting Authority within the national government or of the objectives to be realized, the services requested for this contract may change. If significant changes occur, the Contracting Authority will contact the Tenderer. The tenderer must take this possibility into account when submitting his offer.

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

4. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

By submitting a Tender, you as Tenderer, 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.

4.1 Requirements relating to the project team

4.1.1 The Tenderer must propose a project team comprising full-time and part-time staff, suited to the assignment. The key experts (see the table specifying the required qualifications of the key experts in paragraph 6.2) must demonstrate their command of spoken and written French. For non-native speakers, a proficiency level of at least B2 or preferably C1 is required, according to the Common European Framework of Reference for Languages, or an equivalent system. At least two members of the key expert team must demonstrate competence at level C1 or equivalent.

4.1.2 The offer must specify the names, functions, responsibilities and CVs of the proposed team of key experts and additional experts.

4.1.3 The Tenderer must guarantee that the proposed team leader will be effectively available for the performance of the tasks and responsibilities assigned to him, except in cases of force majeure.

4.1.4 The Tenderer must be willing and able to recruit additional expertise within the limits of the proposed budget, if necessary for the execution of the assignment. Each change within the team must be subject to the prior approval of the Contracting Authority.

4.1.5 The Tenderer has internal policies and procedures for managing the COVID situation. It will provide a description of its monitoring and crisis management system.

4.2 Requirements relating to security risks management

4.2.1 The Tenderer has internal safety management procedures. It will provide a description of its relevant monitoring and crisis management system.

4.2.2 For services performed abroad, the Tenderer has an assistance and repatriation contract for its employees. He will provide the certificate justifying it.

4.2.3 In the event of a grouping, all experts based outside Burkina Faso must be covered by an assistance and repatriation contract.

4.3 Requirements relating to the prices/rates

4.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'. Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.

4.3.2 The Tenderer will not submit any zero or negative prices/rates.

4.3.3 The Tenderer gives a fixed total price in your offer using annex 2. The total amount of your quotation is final.

4.4 Tax-related requirements

4.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.

4.4.2 The Tenderer will quote the prices 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.

4.4.3 If the Tenderer 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.

4.4.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are 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.

4.4.5 You guarantee that the amounts specified in the quotation 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.

4.4.6 You indemnify 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.

4.4.7 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, you 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 you submit 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.

You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority

4.4.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

4.5 Invoicing requirements

4.5.1 Payment will be made in instalments and is conditional on acceptance of the deliverables indicated above. It will be phased as follows:

- 15% after acceptance of the inception report (SteeCo1
- 20% after acceptance of the Deliverables 6-11 (SteeCo 2)
- 20% after acceptance of the final Phase 1 report

GO/NO-GO

- 30% after acceptance of the phase 2 report

GO/NO-GO

- 15% final payment, after acceptance of deliverable 22

4.5.2 For companies established in the Netherlands only

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government
- Link with Digipoort
- E-invoicing with your own (accounting) software package through Simplerinvoicing
- E-invoicing through a service provider.
See attached "Brochure e-factureren".

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.

4.6 Environmental requirements

The Tenderer must possess all environmental permits required in order to fulfil this assignment.

4.7 Requirements concerning the Tenderer

4.7.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it with a handwritten signature, scan it and submit it together with your Tender via TenderNed.

4.7.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

Please refer to <https://ec.europa.eu/tools/ecertis/search>
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.7.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

- **Financial and economic standing**

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):

- a. Appropriate banker's statement,
- b. Proof of insurance against business risks,
- c. Annual accounts or extracts from the annual accounts if the law in the country in which the Tenderer is established requires publication of annual accounts, or
- d. A statement concerning the total turnover and the turnover for the business activity that is the subject of the contract, applicable to at most the last three available book years, depending on the formation date or the date on which the Tenderer commenced his professional activities, to the extent that such turnover figures are available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

- **Reference data (technical qualifications)**

The Tendering Authority has set the following 2 core competences, which demonstrate experience with essential aspects of the assignment:

1. Completion of projects consisting of a full feasibility study, including:
 - o a functional plan,
 - o a financial/economic analysis,
 - o a detailed design and
 - o an environmental and social impact assessment,for the construction or rehabilitation of dams and water reservoirs within the last 10 years (minimum 4) and at least one in the Sahel region.
2. The projects concerned at least one dam with minimum 30 000 000 m3 capacity

In case the Tenderer was part of a consortium: only studies for which its participation represented at least 30% of the total costs can be submitted as a valid reference project.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

3. The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- Each project must include the customer's/Firm name, the customer's physical address and the contact persons. The Tenderer shall attach the letter of award, the Order of Service or the signed contracts as proof and the certificate of good performance for completed missions;

NB: Customers can be contacted to verify the information provided

The total value of the reference assignment(s) must be at least EUR 50.000. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (submit together with the Tender):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The reference(s) must be signed by the referee (the client in question).

The references must also demonstrate that they have a value of at least 50.000 EUR

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

• **Academic and professional qualifications (technical qualifications)**

By signing the 'European Single Procurement Document', the Tenderer declares that the specified number (see table in this subsection) of employees at the organisation – especially the employees responsible for carrying out the services – possess the academic and/or professional qualifications stated below.

The staff that the Tenderer is required to have at its disposal are not necessarily required to be permanent members of staff. They may also be staff on a different type of employment contract that the Tenderer will or can show to have available for the performance of the assignment by virtue of the framework agreement.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

The evidence must demonstrate that the Tenderer truly employs a sufficient number of staff members (i.e. greater than or equal to the minimum required number as specified in the table above) who hold the qualifications specified for each function. Proof of this is provided in the form of CVs

• **Staff (technical qualifications)**

By signing the 'European Single Procurement Document', the Tenderer must declare that his organisation's workforce includes the minimum required number of staff members that comply with each type of job profile and hold the qualifications associated.

The staff that the Tenderer must have at his disposal do not necessarily have to be permanent employees: they can also be professionals with a different type of employment relationship, provided their skills and expertise are (demonstrably) available to the Tenderer during the fulfilment of the Contract.

- **Quality assurance (technical qualifications)**

By signing the 'European Single Procurement Document', the Tenderer declares:

- That he has a quality-assurance system that is at least equivalent to a certified quality-assurance system. By 'equivalent', we mean the following:
 - Quality assurance is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department (e.g. by means of a quality handbook). This department also bears responsibility for the correct design, execution and management of this quality policy.
 - Presence and company-wide implementation of relevant procedures relating to service provision/end products and management of resources and documents, within which continual improvement is an important point of attention.
 - Operation of an internal quality cycle, including the measurement, analysis and improvement of quality levels.
 - Performance of a periodic, independent audit by an expert concerning compliance with the quality procedures.
 - Customer-oriented processes: a system is in place to ensure (from the customer's perspective) that there is a clear picture of the customer's needs and that these needs are implemented into your business processes.

Or:

- That the Tenderer possesses a validly certified quality-assurance system, the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration between organisations, see Section 7: 'Tenders involving collaborations with other organisations'.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

Compliance with these quality-control requirements can be demonstrated by means of:

- A description of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

- Provision of the latest audit report or a copy of a certificate or certificates for the quality-assurance system that was/were drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration, for their part, must provide the quality-assurance evidence requested for the purposes of the Tender.

- **Samples, descriptions, photos or certification documents (technical qualifications)**

By submitting the 'European Single Procurement Document', the Tenderer declares that he can demonstrate the technical qualifications of the products to be supplied as part of the Contract by providing samples, descriptions or photos. Upon request by the Tendering Authority, the Tenderer provides certificates from a recognised certification institution that declare that products clearly comply with certain specifications or standards.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

The following can be used as evidence: samples, descriptions or photos, the authenticity of which can be demonstrated; or certificates from a recognised certification institution that declare that products clearly comply with certain specifications or standards.

4.7.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

A maximum of 100 points can be obtained for your response to the award criteria.

5.2 Quality criteria

- Award criteria relating to the proposed approach**

Maximum number of points	Evaluation criteria relating to adequacy, quality of proposed methodology corresponding to the current terms of reference (ToR)
15	Quality of the description on how the expected results using examples based on their own experiences in similar projects and approaches.
10	Quality of the Project management, including a risk study and mitigation measures, and quality control of the services delivered.
6	Quality of Vision on the participation of the relevant stakeholders, cooperation with the Coordination Unit and the Study Steering Committee, and the set-up of support for the Coordination Unit.
5	Quality of proposed ESIA approach
4	Quality of the planning of the activities.

Total points for the criterion:..... 40 points

- Award criteria relating to the quality of the project team of key experts**

The table below specifies the preferred profile for each of the key experts

Expert	No.	Experience	Expert months
1. Project Leader: Engineer diploma in rural or hydraulic engineering or civil engineering	1	✓ <i>Level of experience in carrying out similar assignments successfully</i> ✓ <i>Level of experience in the administration of similar contracts including several fields of expertise of this project</i> ✓ <i>Relevant work experience in the sub-region</i>	20
2.Sociologist: : Diploma in sociology	1	✓ <i>Level of professional experience, in conducting sociological studies for development projects, preferably in the Sahel Region.</i> ✓ <i>The level of experience in conducting sociological surveys and population displacement/ compensation plans for projects of similar size.</i> ✓ <i>Relevant work experience in the sub-region</i>	10
3.Hydrologist Engineer: Diploma of Hydrologist	1	✓ <i>Level of significant experience in carrying out similar successful missions</i> ✓ <i>Relevant work experience in the sub-region</i>	10

Total	3	40
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• **Award criteria relating to the quality of the project team of additional experts**

Points will be attributed to any additional experts proposed to fulfil the proposed approach, up to a maximum of 20 points for the team of additional experts.

The additional experts will be evaluated according to the following evaluation criteria:

- The composition of the team is balanced and brings together the appropriate expertise related to the proposed approach, preferably with knowledge of the context and in-depth knowledge of sub-Saharan Africa (and in particular the Sahel countries) as well as themes related to conflict sensitivity, gender, disadvantaged groups and private sector development.
- Level of education for each expert.
- Professional experience in their area of expertise with similar size projects
- Level of French language knowledge
- Experience and previous work in the Region and /or Burkina Faso

Total points for the 3 criteria:..... 100 pts

Minimum technical rating (Nt) required is:..... 70 pts

5.3 Award criteria relating to prices/rates (exclusive of VAT)

Points will be awarded for the quality of the cost specification, the effectiveness of the use of the project resources and the total price offered in the offer according to the following table, up to a maximum of 20 points

Maximum number of points	Evaluation criteria
10	Quality of the budget specification, which must be complete, detailed, transparent, and realistic.
10	The total price offered in the offer (excluding taxes) will be evaluated according to the table for price evaluation indicated below.

5.4 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following rating scale.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.5 Assessment of preferences in relation to prices/rates

The allocation of points for the criterion total price takes place on the basis of the amount of the total price in euros, excluding VAT. The height of the number of points is determined by means of a scale in steps of 10,000 euros.

Offers with a price above 550,000 EUR (excluding taxes) will be rejected. The points awarded for the total price will be based on the price ranges specified in the following table:

Total price offered (excluding VAT)	Points awarded
Lower than € 460,000	10 points
€ 460,000 - € 469,999	9 points
€ 470,000 - € 479,999	8 points
€ 480,000 - € 489,999	7 points
€ 490,000 - € 499,999	6 points
€ 500,000 - € 509,999	5 points
€ 510,000 - € 519,999	4 points
€ 520,000 - € 529,999	3 points
€ 530,000 - € 539,999	2 point
€ 540,000 - € 549,999	1 point
Quotation in offer is higher than the max. price of € 550,000	Exclusion

5.6 Assessment of the Tender

5.6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

5.6.2 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

5.6.3 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the sub criterion relating to adequacy, quality of proposed methodology and work plan corresponding to the current terms of reference (ToR). In the event that the highest scoring Tenderers also achieve an equal score for this sub criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

5.6.4 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has

just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

6. Submission procedure for Tenders

6.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

6.2 Schedule

See schedule in Subsection 1.3.

6.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

• **Communication**

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication *cannot* be conducted via TenderNed, you can contact the following contact person(s):

Henk.ballering@rvo.nl

with a CC to contact persons sylvia.dorland@rvo.nl and nontas.papadimitriou@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult the eHandbook via <http://www.tenderned.nl/egids/>.

• **eHerkenning**

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit <http://www.tenderned.nl/eherkenning-en-tenderned-0> for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

• **Questions and additional information/changes**

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.

- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

- ***Validity period and submission of Tender***

The Tender must be valid for at least the four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

- ***Variants on Tender***

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

- ***Costs of submitting a Tender***

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

- ***Termination of tendering process***

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

- ***Order of precedence of documents***

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

- ***Information about the Tenderer's obligations***

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

- ***Inconsistencies and objections***

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

- ***Complaints procedure***

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

- ***Dispute resolution***

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

- ***Submission of the Tender***

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) and it is a final deadline.

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add this invitation to tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

- ***Structure and content of the Tender***

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
'Prices/Rates' annex	Prices/rates included in the quotation	Add to TenderNed
Qualifications	CVs	Add to TenderNed
Core competences	References	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

• **Legal signature**

A legal signature signifies that the document in question has been signed by a legally authorised representative.

If it is recorded in the professional or trade register that two or more people are only jointly authorised to represent the organisation, then the documents requiring a legal signature must be signed by those two or more people. If any limitations are in place regarding authorisation to represent the organisation, then this must be taken into account.

The 'European Single Procurement Document' must be signed with an original and handwritten signature (hereinafter referred to as: a 'handwritten signature') by the legally authorised representative(s).

The documents bearing the handwritten signature must be scanned and added to your Tender.

Please note: Although the 'European Single Procurement Document' offers the opportunity to add a digital signature, the Tendering Authority requires a handwritten signature. The lack of a handwritten signature in principle leads to exclusion from the tendering procedure. If a handwritten signature is missing, you will be given one single opportunity to correct it.

• **Submission of a Tender in collaboration with other organisations**

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you

must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.

- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information:

the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the work or the provision of the services.

- **Single Tender**

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

- **Violation of the fundamental principles of procurement law and restriction of fair competition**

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

- ***Communication and language***

During the tendering process, communication with the Tendering Authority must be conducted in Dutch OR English

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in Dutch OR English.

During the fulfilment of the contract, communication must be conducted in English or French.

All interim and final deliverables/reports are written in French. Final reports should contain a summary in English.

- ***General terms and conditions***

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

- ***Contract conditions***

The draft Contract, and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

- ***Explanation and verification of the Tender***

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

- ***Request for supplementary information concerning the Tender***

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

- ***Announcement of the award of the Contract***

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

- Annex 1: European Single Procurement Document
- Annex 2: Prices/Rates
- Annex 3: Draft Contract
- Annex 4: ARVODI-2018
- Annex 5: Complaints Procedure
- Annex 6: Institutional framework Burkina Faso water authorities
- Annex 7: References on the two core competences