Tender Document

Preparatory studies for the Development and Rehabilitation of Lake Nokoué and the Porto-Novo Lagoon, Benin

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Contents

Definition of terms

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 which the Tendering authority concludes the Contract.
Contract	The written agreement between the Tendering authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process will be recorded within a specific period.
Exclusion Criterion	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.
European Single Procurement Document	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO), 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.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*)
Processing Agreement	An agreement signed by the Tendering authority and the Contractor concerning the processing of personal data by the Contractor.

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 Tendering Document.
Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.

Main Partners and their role in the project

The following main partners play a role in the organisation, management and monitoring of the project.

MCVDD: the Ministry of the Living Environment and Sustainable Development is the sponsor of the study. He supervises the project and bears political responsibility for ratifying the results validated by the steering committee and the ABE. The MCVDD will mandate ADELAC to act on its behalf.

Steering Committee - The Steering Committee (CP) reports to the MCVDD. The CP is the guidance and decision-making body. It ensures political supervision and approval of the general orientations of the project. It approves work plans and reports on the progress of the project. He ensures that the management and impact of the "Nokoué Lake and Porto-Novo Lagoon Rehabilitation and Development Project" are taken into account in State development policies and strategies as well as the necessary synergy of the project with other sectoral projects.

Coordination Unit: In accordance with the decree of the MCVDD / DC / SGM / DGEC / ADELAC / SP-c that is establishing attributions, organization and operation of the organizations implementing the "rehabilitation and development project for the Nokoue lake in the lagoon of Porto-Novo in 2019", the coordination of the project is ensured by ADELAC through the Coordination Unit. ADELAC is the competent authority, thus mandated by the MCVDD.

International Consultants: The Contractor, in collaboration with the INE and partners, is responsible for the results (deliverables) to be provided at the end of each of the three phases described in Chapter 4 of the ToR. The consortium must actively participate in the scenario development process and SEA, develop and execute a real external communication strategy and facilitate discussions and the participation of all stakeholders, including for example local authorities, donors , the population and others. The consortium works in good collaboration with INE and partners for the good of the project.

National Institute of Water (INE) & Partners: INE & Partners will provide the information and services detailed in the ToR (paragraphs "Tasks of National Partners") and work in close collaboration with the Contractor for the good of the project. The INE and partners play a crucial role in the project given their expertise and knowledge of Lake Nokoué and the Porto-Novo Lagoon and the context of the both the technical and socio-economic conditions in the field.

Beninese Environment Agency (ABE): The ABE validates the process of developing the SEA at the start of the project and also validates the SEA produced at the end of phase 2 according to the SEA procedure of Benin. The ABE, as the national institute designated for this task, will participate in the supervision of the stages of the development of the SEA (French EES).

The stakeholders around the lake and the lagoon, the private sector, CSOs: In the 1st phase, CSOs, the private sector and other stakeholders will be identified to participate in the development of the SEA.

The Dutch Commission for Environmental Assessment (NCEA): advises the CP and the Coordination Unit in the organization of SEA stages. The NCEA works with all partners, it does not actually do the work, but remains focused on the correct execution of the SEA. www.ncea.nl

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the procurement of services for the execution of a Develop to Build Studies for the restoration, future management and exploitation of the Lac Nokoué and the Lagoon of Porto Novo in the "Grand Nokoué" region in Bénin.

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), part of the Ministry of Economic Affairs and Climate Policy.
The Procurement Office (IUC-EZK) will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

The government of Benin (Ministry of Economy and Finance and the Ministry of Living Environment and Sustainable Development) and the government of the Netherlands have jointly formulated a project and signed a Grant Arrangement in September 2020 for the Develop to Build study for the restoration of Lac Nokoue and the Lagoon of Porto Novo which is the object of this invitation to tender.

1.3 Time schedule

The schedule below applies to this tendering process.

30 July 2021	Issuing of publication, start of tendering period.
25 August	Closure of round 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).
1 September	Issuing of the Memorandum of Information
13 September 13.00 Hrs	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 37 up to and including week 39.	Assessment of Tenders.
18 October	Announcement of the award of the Contract.
8 November	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 November	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
November	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 of assignment

2.1 Description and objective of the assignment

The development objective is to restore the ecological and aquatic natural qualities of the waterbodies for Lac Nokoue and the Lagoon the Porto Novo which will contribute to socio economic development in the Grand Nokoue region, including the creation of jobs. The objective of this study is to create and assess a set of development scenarios to durably restore the natural quality and sustainable productivity of Lake Nokoué and the Porto-Novo Lagoon together with a Strategic Environmental Assessment (SEA); select one scenario and subsequently develop the feasibility studies, ESIA and other studies to present a adequate proposal for a DRIVE financing. The development scenarios must also broadly include their investment prospects and their potential environmental and social impacts. The scenarios must therefore include a set of investment options and associated measures to achieve a sustainable economic development in the area.

The priority environmental problems (underlying possible solutions as discussed in section 2.1.4) are:

- Sedimentation and severe siltation;
- Recurrent floods;
- Uncontrolled entry / outflow of salt water and fresh water between the Lake Nokoué and the ocean;
- River and lagoon transport and lack of infrastructure, such as quays, landing places and bridges;
- Point and non-point pollution and invasive plants.

2.1.1 Objectives

The overall objective of the project is to create value through rehabilitation and sustainable management of Lake Nokoué and the Porto-Novo Lagoon hence contributing to the sustainable socio-economic development of the Grand Nokoué region and to the development of the private sector (examples are; fishing, transport, aquaculture, agriculture, horticulture, tourism, sand market, etc.).

2.1.2 Specific Objectives

The specific objectives of the project are :

- Identification and detail of a set of development scenarios that create socio-economic value to and collectively support the rehabilitation and restoration of Lac Nokoué and the Porto-Novo lagoon, where the solutions identified are at the pre-feasibility level for the technical aspects and are in line with a Strategic Environmental Assessment (SEA)to be developed simultaneously; and
- Develop one or more development solutions from the selected development scenario, selected at the level of bankable feasibility in terms of detailed technical design, a complete Environmental and Social Impact Assessment study (ESIA) (including the monitoring framework), a Theory of Change, cost examination, the financing plan and the operational structure (for example Public Private Partnerships.
- A complete proposal for a DRIVE financing for the selected development solutions.
- Overall the results of the mission will be in line with and supportive to the "Program of Action of the Government of Bénin (PAG)" and the lead investment projects (projets phare) identified under that program.

2.1.3 Problem analysis

2.1.3.1 Description of the existing **situation**

Despite its important function as the main urban center of the country, the current infrastructure of the Ouemé delta is still essentially traditional and does not meet modern requirements. Lac Nokoué and the Porto-Novo Lagoon are in a very degraded state, which is heavily impacting on the socio-economic performance and living conditions of the whole "Grand Nokoué" region. Among the main weaknesses, the most notable are:

- Sedimentation and severe and rapid siltation of the lake and lagoon system: the rapid sedimentation of the water body leads to a reduction in water storage capacity and loss of aquatic productivity (fishing and river transport in particular).
- Water pollution: water pollution results from the discharge of untreated wastewater, household solid waste, hydrocarbons and many other sources, including industrial waste and the dumping of solid waste near cities and places of disembarkation from boats participating in lagoon transport.
- Uncontrolled salt and fresh-water balance: the human-made connection between the lagoon and the ocean (Cotonou channel) has completely changed the salinity levels throughout the seasons in this originally freshwater ecosystem and is largely uncontrolled.
- Eroded and polluted banks: erosion of the banks resulting from intensive agriculture and deforestation upstream is the main cause of sedimentation and degradation of the ecosystem.
- Increased flooding: increased seasonal flooding resulting from higher discharges (caused by loss of upstream retention capacity and climate change) during the rainy season and lack of infrastructure to protect many low-lying urban areas and farmlands around the lagoon and along the rivers (So and Ouémé).
- River transport and underdeveloped landing facilities: water transport is very important, especially for the local population around the waterbody. On the whole, the landing facilities are very simple or do not have adequate (water and sanitation) provisions. The Dantokpa market (the largest market in Benin) in Cotonou illustrates this situation well.
- Overexploitation and loss of fish stocks: the productivity of the ecosystem in recent decades has fallen sharply and the number of species of fish and fishery products (such as shrimp in the past) has considerably decreased. Today there are a few rare patches of mangroves in the south-eastern part of the lake at the banks. However, there is a very close relationship between water quality, the presence of mangroves and the diversity and productivity of aquatic resources, including those of commercial importance such as fish and crustaceans. This is another reason to develop measures that improve water quality and prevent sedimentation while restoring aquatic habitats.
- Acadjas: from a brackish water ecosystem (under Ramsar site status) which was once considered one of the best in West Africa in the past, the lagoon has become an area where the Acadjas (fish traps locally constructed using mangrove wood and palm leaves and other trees and shrubs or even truck tires) are the main fishing gear. Covering an area of just over 80 ha in 1978, their presence surpassed 1,000 ha in 2006. The huge quantity of Acadjas that has developed recently does not only affect the fish stock. Acadjas, which are prohibited devices, also function as sand traps in the lagoon and should be removed. The PAG has also recognized these problems and offers solutions which are part of the flagship PAG projects 30 and 31 (Development of the Cotonou Lagoon and Development of the Porto-Novo Lagoon).
- Water hyacinth: inland waterways and fishing areas are invaded by water hyacinth for most of the year. The increase in the area occupied by the acadjas, and the proliferation of the water hyacinth, has led to an increase in the production of organic matter which worsens eutrophication and also reduces the average transparency of the lake.

2.1.3.2 Analysis of the underlying problems in five priorities

Sedimentation and severe siltation
One of the most important and complex problems for the improved exploitation and management of the lake is the ever increasing sedimentation and siltation. The main cause is erosion upstream, a consequence of deforestation and the intensification of agriculture. These processes also cause severe riverbank erosion, which threatens the morphology of rivers and should therefore be addressed. As already mentioned, the Acadjas also contribute significantly to sedimentation problems because they are an important cause of deforestation and they also function as sand traps.

Seasonally returning floods / water safety / water security
Due to climate change and human intervention in ecosystems, seasonal rains and their impact on retention and flooding have become a regular feature in the Ouémé Delta. Significant research on flood risk management and the structural causes of flooding was carried out after the 2010 floods. A report by the World Bank and UNDP analyzed the causes, damages and economic losses linked to these floods and has contributed to the establishment of an early warning system and monitoring infrastructure for Benin. The main problems in this regard are the weak capacity for flood management (in terms of prevention, risk reduction and response capacity) and governance (improvement of the regulatory framework, responsibility of local communities).

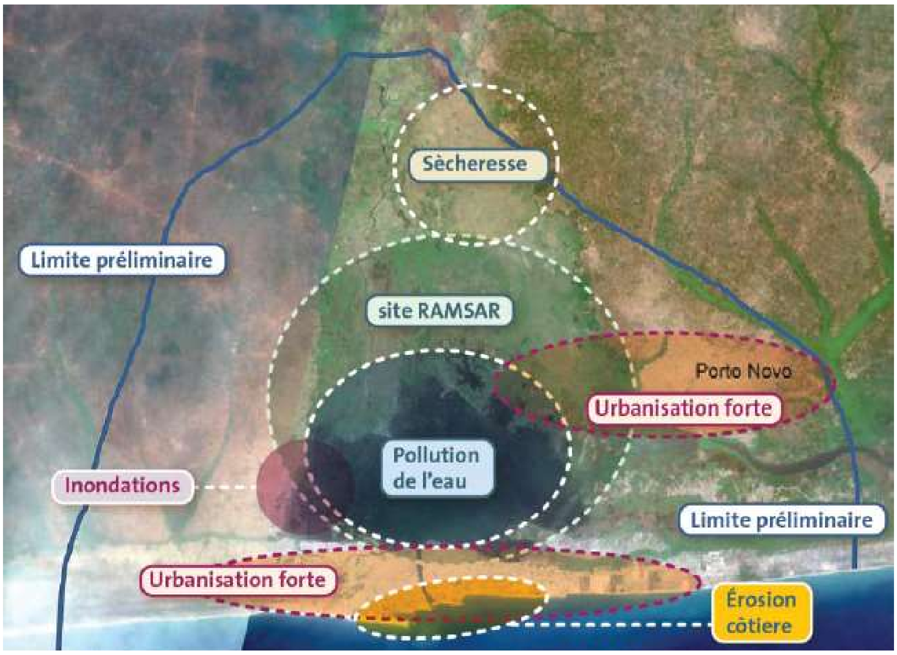
Pollution
Both for the treatment of solid waste, including that produced and collected in the port of Cotonou, and for the treatment of waste water (sewage sludge), no suitable existing and operational installation is worth mentioning. Solid waste is transported to the sanitary landfill located about 40 km west of Cotonou. The sewage sludge is transported to a non-functional treatment facility by a private company and most of this polluted water ends up flowing into the ocean. The eutrophication of the lagoon resulting from uncontrolled discharges of polluted water from the seasonal death and sinking of water hyacinth and agricultural and urban waste constitutes an additional problem for the control of water quality.

The uncontrolled exchange between the lake and the ocean
The water level in Lac Nokoué is mainly controlled by the inflow of continental freshwater but can also be influenced by the saltwater inflows produced by the ocean tides. In fact, the exchange of fresh and salt water between Lac Nokoué and the ocean can be significant and turning around depending on the season considered. During periods of high water (from September to the end of November-December, following the rains in the Ouémé basin), the fresh water from the lake systematically flows into the ocean. During the low water period, sea water enters and exits into the lake, following the rhythm of the tide. Currently, there is no measurement of the flow of water exchanged between Lac Nokoué and the Atlantic Ocean, or between the Lac Nokoué and the Porto-Novo lagoon.

River transport and underdeveloped landing facilities
A basic condition for developing the very weak inland waterway transport system infrastructure, consists of making an inventory of the landing places and their access channels, the main transport lines and the volumes of passengers and goods transported. The study of the Ministry of Infrastructure and Transport mentions the construction of navigation connections on the channels connecting the quays of Dantokpa, Abomey-Calavi, Ekpè, Placondji, Ganvié, Djassin and Aguégués and the construction of seven landing stations in six municipalities. Based on current requirements, it is expected that these facilities will have potable water and sanitation provisions and a market infrastructure (at the base) to allow traders and customers to carry out their activities (Dantokpa market can serve as an example). Because of the complexity of intervention in a traditional transport market as proposed here, it is extremely important that a socio-economic survey is carried

out and that the participation of local communities and municipal authorities is ensured in all cases.

The lake and lagoon evidently play a key role in the socio-economic functioning of the "Grand Nokoué" region. However, the current state of degradation of the water system is causing serious productivity losses that have increased over the years and are now being worsened by population growth, economic growth and rapid urbanization. In addition, the culture and traditions of the local population, especially with regard to fishing rights (acadja), land ownership (land issues) and the exploitation of natural resources (sand, mangrove) play an important role. in all the development plans of the region. In addition the current economy, mainly traditional and dependent on water, contributes little to the national economy, which can have a negative impact on the feasibility of the proposed plans



Project zone and summary analysis of the problems

2.1.3.3 Specific objectives connected to the priorities under the D2B contract

Within the general framework of the aforementioned problems and the search for solutions aimed at creating socio economic value by restoring and maintaining an improved, stabilized and productive water quality and improved water management and exploitation infrastructure for Lac Nokoué and the Porto-Novo Lagoon, the emphasis should be focused on the above priorities:

- *Sedimentation and severe siltation:* deepening and increase in the volume and bathymetric structure of the lake by dredging, thus creating conditions for the rehabilitation of the ecosystem (exact locations to be determined). The dredging works should be organized so that the productivity of the lake ecosystem improves and so that the system of canals serving inland waterway transport between markets is facilitated. In combination with the "Building with Nature" initiatives, these measures also contribute to the defense against bank erosion. As part of the development of the dredged sediment markets (sand and fine sediments), advice should be given on its transfer into new products for specific applications (for example bricks for construction and gabions for bank stabilization, mangrove regeneration).

The influence of Acadjas and other fixed and prohibited fishing gear on sedimentation should also be studied and advised on its treatment within the framework of this subject.

- *Repeated floods and uncontrolled exchange of water between the lake and the ocean*: advice on better regulation and monitoring of water quality (in particular salinity) by controlling the exchange of water from the Cotonou lagoon during the year is part of the contract activities including also the consequences of future construction of multipurpose dams in the Ouémé. Currently, there is no measurement of the flow of water exchanged between Lac Nokoué in the Atlantic Ocean, or between Lac Nokoué and the Porto-Novo Lagoon. As a result, the water quality of Lac Nokoué and the Porto-Novo Lagoon is deteriorating, which endangers the ecosystem and therefore its value. Solutions, such as the construction of a wear regulating the channel flow regime under influence of the tidal regime shall be studied to identify potential interventions within the framework of the D2B18BN01 project. These activities will mainly be based on documentary studies, with very limited additional fieldwork. The possibility of using dredged materials for flood defense works and land reclamation should also be explored under this chapter.
- Different options for sustainable development such as *river transport, tourism and underdeveloped landing docks*: the PAG giving the programmatic direction for the coastal development of the country and emphasizing the 49 targets of the development objectives sustainable, catalyzes the structuring of long-term strategic development. For example water transport is important for regional trade and tourism, which in turn depends on the quality of the water and the navigability of the lake and lagoon. In connection with the "Fluvio-Lagunaire Transport" project of the Ministry of Infrastructure and Transport and on the basis of an in-depth study of the number, the locations and the (socio-economic) importance of the landing places and the routes between them, the study should indicate the measures to be taken (to operate throughout the year) and their required funding. Issues such as water quality management in general (also important as a basic condition for tourism and fishing) and the management of water hyacinth need to be taken into account here. The influence of urban pollution (including major markets such as Dantokpa) must be analyzed and corrective measures identified, although these do not belong to the set of investments to be proposed for the own project.
- *Supporting policies and interventions*: in order to make full use of the interventions proposed a preferred development scenario for the region should find ways to connect these to (specifically small and medium enterprise) business development and creation of jobs. These are most likely found in fisheries, aquaculture and (local and international) leisure and tourism but agriculture and small industries development have equal opportunities to take advantage of the proposed investment program.

2.2 Lots

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

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 16 months, including two months between phase 2 and the start of phase 3 to allow for the approval of the SEA and planning documents by the authorities. It is possible that the project in Benin can be delayed for different reasons and for example because new elections will take place soon. For those reasons the Contracting Authority reserves a unilateral option to extend the contract period.

The schedule of deliverables is as follows:

Deliverables/activities	planning (months since start project: T)
Phase 1 . Duration : 3 months	
Inception report	T+3
1.1 &1.2 SEA framework document	T+3
1.3 Decision making meeting (workshop)	T+3
Phase 2 . Duration: 6 months	
2.1 Prelimenary preproject Summary and workshop	T+6
2.2 Economic and financial study document	T+6
2.3 Institutional assessment document	T+6
2.4 Evaluation document on alternatives and workshop	T+7
2.5 SEA updated	T+9
Final document on the results of phases 1,2	T+9
Mid-term meeting (workshop) and decision on the chosen scenario (GO/NO GO moment)	T+9
SEA final document	T+9
Validation workshop	T+9
Approval by authorities of SEA and planning document (2 months)	***T+11***
Phase 3. Duration : 4 months	**start at T+12**
3.1 ESIA framework document	T+13
3.2 APS Document and Feasibility Study	T+14
3.3 Economic and Financial analysis	T+15
3.4 Complete ESIA document	T+15
3.5 complete tender documents for DRIVE	T+15
Complete CAD file	T+15
Workshop final presentation	T+15
Final meeting (steering committee / RVO / ADELAC)	T+15
Final approval of all deliverables	T+16

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of maximum Euro 700,000.- (exclusive of VAT) for the 16 months period with an optional extension delaying period. The assignment has three phases, with a Go-No-go decision at the end of phase 2.

The Tenderer will present an estimated detailed budget for phase 1, 2 and 3.

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.
The contractor will be invited to carry out all of the studies in the 3 phases.
The continuation from phase 2 to phase 3 depends on the positive advise by the Steering Committee to the contracting authority.

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 Contractor. The Contractor must take this eventuality into account when submitting his offer.

The D2B project provides for the completion of additional studies as necessary for the development of a complete project plan and at the level required for its marketing of the different construction and works supervision components contracts. The term "D2B Studies" applies to the complete list of tasks and services requested in the context of the D2B project, and the term "Design Office" applies to the company or consortium that will be selected for the realization of these studies.

In recent years, with the development of integrated water resources management policies, numerous research and development studies have been carried out on the Ouémé basin and its delta (Nokoué Lake and Porto-Novo Lagoon). Among the examples, we find the SDAGE Ouémé, research work in favor of the INE delta plan and of DG Water (elaboration of the Ouémé delta plan: inventory results), the development plans of the municipalities (PDC) of the Grand Nokoué region and the work carried out within the framework of the SAP (Early Warning System financed by UNDP) and PUGEMU (World Bank Environmental Management Emergency Project) projects.

The OmiDelta program, through its activity of developing a Delta Plan, carried out an inventory of studies available on the management of water resources in the Ouémé delta and the results of which are incorporated in this call. In addition, many studies are being developed in the framework of other projects, such as the AFD project "Reinventing the lake city of Ganvié" and "Main activities on Lake Nokoué: multidisciplinary monitoring for a better understanding of its dynamics" by IRD together with IRHOB. In order to ensure the facilitation of maximum synergy with other initiatives and to avoid duplication, the results of the studies are made available, with the assistance of INE, from the start of the D2B project.

Synchrone with the development of scenarios, the contractor will conduct a Strategic Environmental Assessment – SEA in accordance with the ABE (Agence Beninoise de l'Environnement) as part of the assignment.

The role of the CNEE, as an independent contributor to the project, is to provide advice and assistance on the development of the SEA to implementing partners (ADELAC, Steering Committee and the Contractor) as well as to the ABE through the duration of the project. The character of their contribution therefore serves both as guidance and support for the planning process and SEA as well as for capacity development.

Strategic Environmental Assessment - SEA
SEA is a range of analytical and participatory approaches that aim to integrate environmental considerations into *policies, plans and programmes* and evaluate the interlinkages with economic and social considerations. More specifically, SEA is a tool to:

- structure public and government debate in the preparation of policies, plans and programmes;
- feed this debate through a robust assessment of the environmental and, where required, social and economic consequences;
- ensure that the results of assessment and debate are taken into account during decision making and implementation.

See: SEA - Eia.nl

It is in the above context that the scope of the mission's work must be implemented. Therefore, consolidation and due attention must be given to the results and recommendations of previous studies and in relation to current programs and government plans (notably the PAG).

In view of the requirement to work under the legal rules, regulations and infrastructure of Bénin it should be noted that for the complete contents and duration of the study the language used for communication and reporting is French.

2.4.1 Progressive and coordinated implementation of the assignment

As explained in paragraph 2.2., the tasks belonging to this assignment will be carried out in 3 phases:

- Phase 1 covers the Launch and Initial Study and will be implemented for a short period of up to three months.
- Phase 2 covers the pre-feasibility study and constitutes the main part of the work to be carried out. The pre-feasibility study will be based on development and an analysis of scenarios where socio-economic, political and community considerations are to some extend more important than following the detailed technical feasibility of development scenarios (although phase 2 should be used to collect and develop the basic data required for the feasibility study for the retained scenario in phase 3). In addition, alignment and mobilization of donor funding interests for selected scenarios and the development scenarios portfolio is a key result of phase 2. In summary, the result of the APS (draft project report) study of Phase 2 is the portfolio containing identified and evaluated development scenarios (with assessments of their socio-economic and environmental impacts) and which contribute, collectively and significantly, to restore and rehabilitate Lake Nokoué and the Porto-Novo lagoon.

  At the end of Phase 2 (GO/NO GO moment), the consultant must, by mutual agreement with RVO and the Government of Benin, agree on one or more development scenarios (and their scale) which correspond to the highest level priorities and objectives of RVO to potentially mobilize funding within the framework of the DRIVE Commission. In the event that no feasible project, in the selected scenario, has been identified for follow-up at this stage of the project, the contractor (RVO) reserves the right to interrupt the project in an intermediate manner. In this case, a final project document will be produced by the Contractor describing the actual activities implemented and the results obtained.

- During Phase 3, the selected investment solution(s) will be developed at the level of a Technical and Financial Feasibility Study with a complete Environmental and Social Impact Assessment (ESIA) study. This work will therefore constitute the second batch of work in this mission, this time with greater attention to technical design issues in service of details required for the feasibility study.

  As indicated, the scope and content of work will be implemented by Contractor in collaboration with national partners (whose work program is contracted separately under RVO) and within the limits of these organizations specializations and capacities. Consequently, the tasks of the national partners are identified separately under each group of tasks. Key moments in decision-making, for example at meetings of the steering committee, are also identified for clarity.

The Tenderer is therefore required to present, in the methodology he proposes, how he would cooperate with the national partners and is encouraged to consult them before submitting the offer.

2.4.2 Tasks

Phase 1 and Phase 2 will respond to the first specific objective. Using an in-depth analysis of the targeted environmental and water quality challenges and in close consultation with stakeholders, Phase 1 and Phase 2 will describe the development scenarios with the most significant impacts on rehabilitation of the lake and economical development.

Phase 3 will provide, on the basis of a priority scenario developed in phase 2, a bankable project where a selected (likely blended) investment solution is developed in a feasibility study with a detailed technical design and the complete ESIA.

Phase 1. Launch and initial study

A workshop to explain and clarify the objectives and the course of the studies will take place before the start, led by NCEA, in order to align everyone with what the studies involve, the process and the different levels of decision-making.

Task 1. Initial study (Start T) + 3 months)

Task 1.1 Initial SEA scan and problem analysis *(T + 3 months)*

In the task, will be included a verification of the status and content of the available studies and plans.
Globally the task is to describe and design a tool and develop a methodology to assess the viability and impact of different development scenarios responding to targeted environmental challenges to achieve a positive level of impact on key performance indicators (announced above) such as lake water quality, flood security, strengthening community livelihoods, fishing, transportation, tourism and (mainly small and medium enterprise linked) job creation, etc. This phase concerns the following components:

- Analysis of the general framework and the project area
- Workshop 1 Determine the need for the development of scenarios, an SEA and the roles of each stakeholder (Steering Committee, Contractor, Local, etc.). Decision on priority sustainable development goals, relevant consultation process and planning. Table of contents proposed for the D2B planning study as well as for the SEA. Determination of roadmap including communication / participation plan established and public announcement of SEA preliminary screening.
- Institutional, social and economic analysis at the local level, at the level of municipalities and at the national level, that is to say of stakeholders, socio-economic surveys, data collection and analysis, etc.
- Reconfirm the role of all stakeholders
- Inventory the risks associated with all stakeholders
- Recommendations on possible solutions and strategies.
- Formalize the decision in a document signed and published by the stakeholders.

Tasks of National Partners:
The task and role of the national partners (with key partners INE and IRHOB) are, upon request, to support the Contractor with data, analytical capacity and additional field work as needed to contribute to the best description of the possible physical and socio-economic state for the lake and the lagoon system. More specifically, this concerns :

- Contribute to updating and completing of the physical condition inventory (hydrology, hydraulics, ecological, morphology, surface water and groundwater quality in the downstream part of the Ouémé river , Lake Nokoué and the Lagoon of Porto-Novo). This can be done through a study of existing databases, results of research studies and related documents and the implementation of specific field surveys, if applicable;
- Attend to stakeholder engagement facilitation actions (e.g. technical service offices and town planning departments, fishermen, boatsmen and miners (sand collectors), representatives of agencies and ministerial structures, etc.).

Task 1.2 Social and Environmental Analysis (scoping study) *(T + 3 months)*

As a first step in the process of implementing a Strategic Environmental Impact Assessment (SEA) required for this study, the Consultant will identify which impacts need to be studied in phase 2 and also, jointly determine the criteria for the study. assessment of scenarios. This document must also be submitted to the ABE for the notification of the preliminary screening, which prepares an opinion on the document.

<u>Tasks of National Partners:</u>

Using both their experience and their commitment to water infrastructure development projects, the INE and selected national partners will support the Contractor, upon request, in the production and analysis of socio-economic and environmental conditions. of the project area. More specifically, this concerns, among other things, the following:

- Help formulate and implement a stakeholder analysis at different levels (National, Local, Private Government, NGOs, Businesses, Donors, etc.) and their spheres of interest;
- Provide access to data and modeling capacity for the development and analysis of basic environmental conditions (land and water use and quality, biomass production, biodiversity, etc.) of the lake and lagoon system.
- Facilitate the inventory of the role and mandate of the institutions involved in future project development options and, based on their expertise in training and research, facilitate the inventory of related capacity building needs.

Task 1.3 Consultation

The project is of great interest to the different stakeholder groups and will require a strong buy-in from investors and donors in order to reach a sufficiently strong investment proposal. In this regard, external communication (brochures, internet, etc.) of the characteristics and opportunities of the project is of the utmost importance from the start and should be continued throughout the study. It is therefore important, well before the launch of <u>Workshop 2</u>, to update the participation plan developed in the preliminary screening.

<u>Tasks of National Partners:</u>

- Using their knowledge and experience with key stakeholders such as national and local governments, municipalities and their planning offices, NGOs, PTFs and lake and lagoon communities, local partners can play a key role in communication on the progress of the project as well as engaging in the organization of communication seminars and other means of information.
- To the extent that local visits, field surveys and campaigns are necessary as part of the communication campaign, local partners can also play their role of facilitator.

<u>Results & Deliverables of Task 1:</u>

In accordance with the tasks and responsibilities mentioned above, the results and deliverables of phase 1 can be summarized as follows:

- Initial study (including preliminary analysis of environmental and socio-economic aspects as well as recommendations from consultations);
- First version of the main (key) performance indicators for the lake and lagoon system as well as the first versions of future scenarios allowing a first assessment, mainly qualitative, of the scenario preference;
- Scoping document on environmental and social impacts (SEA framework) according to performance standards (OECD DAC) submitted to the ABE for preliminary evaluation and comment;
- Communication workshop (with stakeholders) explaining the first results and exploring possible options for the continuation of the study (<u>workshop 2</u>);
- Decision making (go / no go) and public announcement of the scoping results: what scenarios and what impacts will be studied during the next phase.

- Steering Committee kick-off meeting (T + 3 months).

Phase 2. Pre-feasibility study and SEA

This is a two-part process:

a. Scenario developments
b. SEA

The planning is built around moments of participation and decision-making. In order to ensure optimal integration of the two processes, both processes must be done by the same team.

Task 2. Pre-feasibility study

Task 2.1 Preliminary Pre project Summary (PPS: French APS) *(5 months from the start of phase 2)*

Following the identification and description of alternative solutions (scenarios), based on the results of tasks 1.1, 1.2 and 1.3.:

Finalization of the set of key performance indicators (development indicators) for the lake and lagoon system (the Grand Nokoué region) and testing their aptitude for the analytical framework used for the evaluation of the selected scenarios.

- The task includes to finalize (inventory and evaluation) studies on the quality of the ecosystems of the "Grand Nokoué region (Lake Nokoué and the Lagoon of Porto-Novo), their hydrology and bathymetry, make an analysis of the regulation and monitoring regime of land and water use and quality and the quality and volume of dredged material.
- The task contains an evaluation of the possibilities of future use of materials from dredging and the recovery of silt (e.g. use of a clay-ripening process etc.).
- Based on communication with stakeholders and available documentation, identify and assess the advantages and disadvantages of the proposed scenarios, including, but not limited to, the impact on tourism development, lagoon transport, trading activities, exploitation of various natural resources (e.g. sand, water hyacinth) and important economic activities such as fishing and aquaculture, etc. Evaluation of the role and influence of traditional rights and structures for exploitation of land and water resources is also part of this inventory.

In addition, this study contains an analysis of the associated risks and a preliminary operation and maintenance plan.

These tasks, following from <u>Workshop 2</u>, are implemented in the context of continuous discussions with stakeholders on the results obtained, the conclusions to be drawn and the policies defined for the continuation of the process.

Task 2.2 Preliminary economic and financial evaluation study (*5 months from the start of phase 2****)***

For the selected scenarios, the socio-economic and financial cost-benefit analysis of the project with alternative solutions as well as influence on important components of the project must be made, including a preliminary version of the financing plan for the works concerned. An analysis, based on the framework of the selected and agreed key performance indicators, should facilitate the comparison of the financial and economic viability of the alternative solutions.

This task also includes a study on the development of the sand market and an analysis of the possibilities and risks of applying the public-private partnership or joint venture model for different commercial options for exploiting the ecosystem services of the water body and of the land area as far as this directly depends on these services.

Task 2.3 Institutional analysis and assessment of capacity building needs (*5 months from the start of phase 2****)***

Produce an overview of the role and responsibilities of institutions (governmental, non-governmental and private) with regard to an analysis of the institutional feasibility of the proposed *scenarios. Based on the above (needs analysis and task 1.1), make suggestions for training topics based on the capacity building needs already identified (a source of information, although dated, in this regard is the 2014 "Integrated Capacity Building Program (PIRC)" study).*

Tasks of National Partners (in tasks 2.1, 2.2, 2.3):

- Facilitate data collection and provide modeling capacities (within the limits available) for continued analysis of hydrological, hydraulic and ecological parameters of the lake and lagoon system.
- Facilitate the (additional) field survey work required to complete both physical (sediment, ecosystem, etc.) and socio-economic (sand market, river transport and trade, fishing and aquaculture, hyacinth production, etc.) baseline conditions
- Facilitate an inventory of the role and mandate of the institutions involved in future project development options and, based on their training and research expertise, facilitate the inventory of related capacity building needs.

Task 2.4 Evaluation of alternative solutions (*6 months from the start of phase 2****)***

Produce a summary of the proposed alternative scenarios for submission to a stakeholder workshop, including a proposed methodology and process for the assessment and selection of the preferred alternative.

This selection process should be based on the wide range of key performance indicators agreed earlier in the process. These may contain, but not be limited to, (technical, institutional, socio-economic, financial) indicators to identify clusters of key performance indicators such as damage (e.g. caused by floods) avoided, tourism development, lagoon transport and business and trade development, the exploitation of various natural resources (e.g. water hyacinth), fishing and aquaculture, sand market, etc. always with reference to the objectives of Sustainable Development approved by the Beninese government . It can also relate to additional functionalities such as additional measures for improving water quality and on the approach with regard to the regulation of water exchange, as elaborated at the level of pre-feasibility, or else more global indicators such as technical complexity, economic growth and jobs created, the potential level of funding attracted, etc.

Task 2.5 SEA updated to the level of pre-feasibility *(6 months from the start of phase 2****)***

As agreed with ABE before, a SEA is implemented as part of the Phase 1 and 2 planning exercise and is done as part of an integrated process. The ToR for these exercises must be submitted to the ABE for prior approval. The complete description of the activities to be carried out (using the basis of the framework of selected key performance indicators, the results obtained so far and the studies and documents available) and a preliminary analysis of the alternative solutions of the activities to be carried out for the full SEA (French EES) are updated. On the basis of this analysis, and with the results of the mid-term communication workshop, the Contractor (design office) will write the final report, including all the activities to be carried out, conclusions drawn and recommendations made for the full SEA.

Tasks 2.4 and 2.5 are completed by a communication workshop with all stakeholders and, on the basis of the best process results obtained, the content of the scenarios will be communicated and a process for selecting the preferred scenario will be set up and implemented. The results of this workshop (workshop 3) will be submitted to the steering committee for their assessment and approval.

Results & Deliverables of Task 2:

In accordance with the tasks and responsibilities mentioned above, the results and deliverables of phase 2 can be summarized as follows:

- Preliminary pre-project Summary (PPS) completed and documented;
- Communication workshop on the process of development and selection of scenarios organized at the end of task 2.1;
- Preliminary economic and financial study completed and documented;

- Institutional analysis completed and documented, as well as the results of the analysis of capacity building needs;
- Completion of the selection of the scenarios on the basis of a methodology for their evaluation and comparison. Scenarios workshop held at the end of task 2.4;
- Development and analysis of future development scenarios based on a set of key performance indicators, agreed for the lake and lagoon system.
- Complete results of tasks 1 and 2 (with the preferred scenario explained) documented and submitted to the steering committee for their evaluation and approval;
- Decision making on the selected scenario and the updated SEA. Public announcement of the strategic decision including the justification for the choice.
- The SEA finalized, including the results of the scenario workshop. Results documented and submitted to ABE for evaluation and approval (workshop 3).

After decision GO (Go no Go) moment:

Phase 3. Complete study of the feasibility of the preferred solutions and production of Tender Documents / Terms of Reference

Task 3. A complete study of the feasibility of the preferred solutions and production of Tender Documents / ToR (4 *months from the start of phase 3***)**

Due to the specificity of the conditions for co-financing of DRIVE (infrastructure development) projects, it is important that throughout the implementation of phase 3, the communication and verification of the intentions and proposals emanating from this phase are explained and communicated to the community of donors and international funding agencies.

Task 3.1 ESIA on the level of detailed pre-feasibility *(1 months from the start of phase 3***)**

The process of producing a detailed socio-economic and financial analysis on the preferred scenario will be done in parallel with and in accordance with the norms and standards set by the ABE for the performance of an ESIA. This includes collecting and analyzing the required data, information and documentation on the actual integration of the ESIA and the Feasibility Study. The approach proposed for this study will be explained in a special document (including a Gantt chart showing the key activities and their planning) sent to the ABE at the start of the implementation of this task.

Task 3.2 Draft project summary study (French: APS) *(2 months from the start of phase 3***)**

Technical, environmental and socio-economic data required as a baseline study for the implementation of the preliminary design phase (French: APS) and the following economic and financial study will be collected and analyzed in cooperation with the expertise provided by local knowledge partners. The summary of the approach and planning for the actual socio-economic and financing study will be presented in a document at the end of this phase.

Task 3.3 Economic and financial analysis study *(3 months from the start of phase 3***)**

Using the results of phase 3.2, implementation of a socio-economic and financial feasibility study (cost-benefit analysis, including a risk analysis), for the scenario chosen and in accordance with the standards applied by the international community of donors and international investment agencies will be produced. This analysis will be the central part of the final document describing the character and justification of the follow-up project (DRIVE) and, as such, will also be the main document for the evaluation of the results of the D2B study during the closing workshop.

Task 3.4 Complete ESIA and environmental and social management plan (French : PGES) according to the IFC Norms of Performance *(3 months from the start of phase 3***)**

Completion of the ESIA process on the basis of the results of tasks 3.2 and 3.3 and submission of the ESIA document to Contracting Authority ABE for evaluation and approval. Following the parallel process approach (ESIA and APS), this document will also serve as a contribution to the communication of the results of the study with the community of stakeholders during the final (closing) workshop.

Task 3.5 Complete tender documents (French : DAO) *(3 months from the start of phase 3)*

With the results of previous tasks available, but with their planning and implementation started earlier in the process, the complete set of tender documents (French DAO) required for works, supervision and technical assistance will be produced for the project owner following the D2B, DRIVE framework instructions.

The tasks of phase 3 are completed by a communication workshop (workshop 4) with all the stakeholders where the content of the follow-up activities will be communicated as well as their implementation. The results of this workshop will be submitted to the Contracting authority and the steering committee for appraisal and approval.

Local Partners

Based on their experience and their commitment to water infrastructure development projects, INE, IRHOB and the other selected national partners continue to support Contractor in the production and analysis of socio-economic and environmental data and conditions of the project area. For phase 3 this concerns, among others, the following elements:

- continue to facilitate access to data and modeling capacity for the development and analysis of technical and environmental conditions (water quality, biomass production, biodiversity, erosion and stability of shores, etc.) of the lake and lagoon system under the conditions of the selected scenario;
- as before and using their knowledge and experience with key stakeholders such as national and local governments, municipalities and their planning offices, NGOs and International Financiers and the lake and lagoon communities, local partners can play a role in communication on the progress of the project as well as engage in the organization of communication seminars and other means of information;
- insofar as local visits, surveys and campaigns are still necessary within the framework of the communication campaign, local partners can also play their role as knowledge provider and facilitator.

Results & Deliverables of Task 3 :

In accordance with the tasks and responsibilities mentioned above, the results and deliverables of phase 3 can be summarized as follows:

- Communication with the donor community and information about the project throughout this phase and regular communication of results to GoB and Contracting Authority.
- ESIA start-up document submitted to ABE, including process planning
- Results of the summary design study (French APS) and the socio-economic and the financial feasibility study and the finance plan submitted to the Contracting Authority, Steering Committee and to ADELAC
- Document containing the results of the ESIA submitted to the ABE
- Documents containing the tender documents for the proposed DRIVE project submitted to ADELAC and RVO. Communication workshop with the stakeholder community (including donors and funding agencies) presenting and discussing the final results of the D2B study (workshop 4)

2.4.3 Conditions for the success of the mission

As explained above, the success of the implementation of the above-mentioned activities depends largely on their good planning and the information available from the start of the project, as well as on the quality and specific experience of certain key institutions engaged in work related to the surveillance and enhancement of the environmental quality and productivity of Lac Nokoué and the Porto-Novo Lagoon; La Region du Grand Nokouë.

For this reason, a specific contribution has been foreseen for the INE and a group of associated laboratories and research and design offices. These partners will make themselves available to contribute substantially to the realization of this study throughout its duration (to be specified, agreed and subject to a specific work package - ToR). In this respect it is important to understand that the study is not an academic exercise for a better understanding of the project environment, but that it must, on the basis of the information available, develop a coherent set of measures and investment options to improve the quality and productivity of the environment and the socio-economic performance of the entire lake and lagoon system, based on proven feasibility.

2.4.4 Specific activities and reporting requirements

As also explained above, the study is subdivided into three main phases, each with its specific character and its reporting requirements, both for the D2B study itself and for the SEA and ESIA with the ABE. Each phase is completed with a workshop with the identified stakeholders and a report to the Contracting Authority and steering committee. Throughout the project, close cooperation is planned with the coordination unit (operating under the management of ADELAC) and RVO through the organization of monthly progress meetings At the start of phase 1, the consultant should check the quality and completeness of the documentation available on the basis of an inventory of what is available with partners and other reference documents.

Phase 1 (3 months) is the phase of verification of context and framework of the project program. A key activity is the validation of the problem analysis with the stakeholders (national and local) of the project on the basis of the alternative strategies and scenarios to be implemented during the next phase. For task 1.2, the proposed plans will be evaluated against the IFC performance standards (NP) and the results presented to ABE for screening and advice.

From the start of the project, it is necessary to realize that the project is a multifunctional exercise conducive to a complex planning process. It requires specific attention to the definition and use of descriptive criteria for the operation of the water bodies under research (key performance indicators for the entire system), in particular on fishing, tourism, river transport, lake system performance as a whole (storage capacity, salinity, pollution, safety, etc.) or indicators at a higher level of aggregation such as technical feasibility, contribution to economic growth, the number of jobs created, etc. The methodology must, therefore, specify how these criteria will be developed and how they will be integrated into a multi-criteria planning and decision-making process. The use of amoebe (French: kiviat en radar) diagrams (used before in river-engineering planning) which can be linked to the costs and benefits for the functioning of a system (according to dimensions applied for example such as socio-political, socio-economic and biophysical) serves as a good example as well as an analysis of the system's production functions directly (fishing, transport, tourism, agriculture, sand, aquatic plants, etc.).

Another aspect of the proposed methodology is that it should be clear how the theory of change applies to the process (planning, participation and evaluation). The innovative and effective use of the theory of change is to distinguish between desired (long-term) and achieved results and to require stakeholders to model the results before deciding on forms of intervention to achieve these results (which also explains why the multi-criteria analysis tool is an essential part of the methodology applied). A systematic approach developed at the beginning (early stage) of the project is considered to be the best solution to explain, develop and implement a planning process that leads to productive interventions and transformations (changes) after the project.

Phase 2 is devoted to three crucial activities that will identify the potential (and a go-no go decision) of the project. First, there is the (global) design work itself which results in a preliminary version of technical alternatives based on the preferred strategies and scenarios. Second, there is the (economic and financial) pre-feasibility of the proposed alternatives, including associated risks and future operation and exploitation figures. Also at this stage, the SEA will be updated according to the pre-feasibility results. This evaluation will also highlight the future role of the institutions concerned and the need for capacity development, in relation to the alternatives proposed. The phase will end with a summary of the proposed interventions, which will be discussed within the steering committee and which will be shared with national and local stakeholders. This is also the time (moment) when the final selection of the preferred option takes place.

Phase 3 should be considered as the detailed development of the solution developed in the previous phase and should no longer require a lot of additional data gathering and design and analysis work. This is the finalization phase of the design and the feasibility study which should bring together all of the work in a preliminary draft document (French: APS) and a final report, including the necessary investments and their confirmed financing options, operating figures and implementation planning order (including the Gantt chart showing the order of works), the interdependence of the proposed activities and the critical path. This also corresponds to the requirements of a final report on the ESIA process to the ABE at this stage.

Another important part of the activities at this stage consists of developing and producing, in final format, a complete set of Tender Documents (French: DAO) and a plan for the works required for the investment portfolio (infrastructure development and socio-economic development conditions proposed) as well as its supervision requirements (ToR) during implementation.
This proposal must also contain information on the financing and exploitation of these investments, which implies that the identification of options and sources of financing (public-private partnerships, joint ventures, financial technical parts, etc.) is an integral part of the activities to be carried out throughout the D2B study.

Issues for the (DRIVE Format) terms of reference and tendering process to be delivered

The objective of the D2B project is to set up an investment plan and a plan of provisions which meet the requirements of the RVO DRIVE financial instrument. The procurement plan, in order to guarantee the profitability of the goods, works and services purchased, is to be transparent and competitive in accordance with international law. The OECD good purchasing practices for official development practices are applicable in this respect. The actual responsibility for the procurement procedure lies with the Contracting Authority: RVO .The procurement plan must include / address at least the following topics:

- Project information such as country, project name, project ID, managing authority, etc.
- Goods and works and services other than consultancy: supply packages with methods and timetable;
- Selection of consultants: consultancy missions with selection methods and calendar
- International publication of the offer by an appropriate medium;
- A period of time for bidding on the contract that is proportional to the size and complexity of the envisaged contract;
- The specifications in the tender documents are not written for a single supplier;
- Tenders will be opened publicly at a given time and place, as indicated in the specifications;
- The quality in procurement of the local authority and / or the procurement expert involved;
- Identification of the criteria on which the selection of offers will take place.

Economic and financial evaluation study

The economic and financial study must include / address at least the following subjects:

- A socio-economic feasibility study, analyzing the socio-economic benefits and costs and assessing the economic viability of the project;
- Assess the capacity of the project executing agency;
- Production / demand projection;
- Development of the financing plan;
- Development of a qualitative and quantitative operation and maintenance plan;
- Analysis of financial cash flow, financial viability (IRR).

Institutional Analysis

The institutional framework for the assessment of financial institutions and the management of institutions of local and regional (national) authorities in order to guarantee planning, implementation and sustainable operation of adequate measures, should be identified and evaluated in the perspective of the proposed project.

The Contractor will analyze the existing institutional framework (national, regional, local); roles and functions, responsibilities and capacities. Possible overlaps in missions, as well as deficiencies, will be resolved. Formal (and informal) interrelationships between institutions need to be assessed.

ESIA and/or other social and environmental impact studies

The environmental and social impact assessment (ESIA) must comply with IFC performance standards and a selection must be made among the A / B / C categories concerned by the project. (the classification of the project takes into account the magnitude, probability and severity of any direct and indirect harmful social and ecological effects.). The project must, therefore, be clearly classified as project A, B or C, and the applicant must provide clear arguments to justify this classification. An IFC-compliant ESIA requires screening, baseline studies, impact prediction and assessment, mitigation proposals, a social and environmental management plan and an environmental impact statement.

Issues / questions for study :

- The ESIA will include an assessment of the impact of the project on the income generated by the extraction of sand and sediment by the local population (traditional sand mining).

Financing Plan

The financial plan should be solid. For a project to be sustainable, it is crucial that it generates sufficient revenue to at least cover operating and maintenance costs and, ideally, to allow full cost recovery. This can be demonstrated by an analysis of financing cash flows covering the economic life of the project. In particular, the following underlying assumptions should be clearly developed as part of the analysis:

- investment costs and any reinvestment costs necessary at certain levels during the lifetime of the project;
- compensation and mitigation costs, including but not limited to resettlement, claims, reforestation, etc. They should be a logical consequence of the due diligence of the stakeholders and the ESIA;
- The subdivision of fixed and variable operating and maintenance costs;
- Product market combinations with an analysis of demand and use of capacity;
- tariffs and the establishment of tariffs, where applicable, by groups of users;
- revenues ;

For example, in the case where a project does not generate income, the applicant must clearly explain how the financial viability will be guaranteed, in addition to providing letters of guarantee from the competent ministry or agency (Ministry of Finance, MCVDD, etc.). The agreements between the legal entities involved in the project, as well as the responsibilities and relationships between them, are also important. The financial plan should therefore include / address at least the following subjects:

- The provisions relating to the ownership and operation of the project;
- The entities involved in the financing of this project, with a distinction between (at least) the borrower (Government of Benin), the owner of the assets (for example, municipalities, companies, agencies) and the operator of the assets (for example companies or agencies);
- Agreements between these entities (service level agreements, payment of salaries, debt service, maintenance, reinvestments, tax exemptions, grant agreements, etc.), in particular with regard to the operator's method of financing (employer);
- Historical trends based on annual reports and the track record of the employer and owner of the assets, providing an overview of their ability to cover operating and maintenance costs and reinvestment costs.

Particular attention should also be paid to the role played by the regulator or oversight authority (if any) in future rate adjustment plans and its possible impact on the project.

2.4.5 Project management

The project is implemented on the basis of a grant agreement between the government of the Netherlands (represented by RVO) and the government of Benin (represented by the Ministry of Finance MEF). The effective implementation of the project takes place under the responsibility of the MCVDD. The effective implementation of the project on the Benin side has been entrusted to ADELAC, which has set up a Coordination Unit for this purpose. For the purposes of the implementation of the project, ADELAC is therefore the direct interlocutor, towards the Government of Benin, of RVO. RVO is the Contracting authority and direct interlocutor of the Contractor during the whole project.
In addition, the following organizations are assigned different roles in directing and supervising the implementation of the project which are the Steering Committee (CP) the Beninese Environment Agency (ABE) and the Dutch Commission for Environmental Assessment (NCEA). The CP is responsible for the overall direction and approval of the progress of the project: it receives joint progress reports and other products from ADELAC and the Contractor as planned. The role of the ABE is to guide and supervise the production and delivery processes of the strategic environmental assessment (SEA) which must be implemented in parallel with the feasibility study and the plan of investment (phases 1 and 2 of the project) and the environmental impact assessment for the project (s) selected in phase 3. The role of ABE in the project is guided by national legislation on environmental impact assessment in Benin. The role of the CNEE, as an independent contributor to the project, is to provide advice and assistance regarding the SEA process to implementing partners (ADELAC and CP and RVO (with the Contractor)) - as well as to the ABE - through the duration of the project. The character of this contribution therefore serves both as real guidance and support for the planning process and SEA as well as for capacity development.

The Contractor will operate with the support of the National Water Institute (INE) and their partners who will conclude a framework agreement describing their contributions (activities, products, etc.) to the project. The framework agreement will be based on the tasks and activities as identified in this Tender document for “local partners” and will be negotiated between the INE and the Contractor as soon as possible after their signature of the contract with RVO.

The Contractor concludes a contract with RVO and will invoice RVO on the basis of approved reports (by CP and RVO) and other products.

2.4.6 COVID-19 or other risks to execution of the assignment

If the Contractor foresees obstacles in the execution of the assignments within the framework agreement as a result of the Covid-19 crisis, or any other circumstance, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.
RVO is concerned about the safety of its staff and of its contracted consultants. This means that RVO will not allow its staff and consultants to travel on behalf of RVO to regions earmarked as orange (or red) by the Netherlands' travel advice. The Contractor, including his/her personnel is expected to adhere to the basic rules that apply in the Netherlands or in the countries) concerned (such as use of facemasks, the required distance between people, etcetera) in the execution of the assignment.

3. Requirements to this assignment

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. <u>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.</u>

3.1 Requirements relating to the profile of the tenderer

3.1.1. Documentation and Planning

With regard to the implementation of the project the following requirements apply:

- Your tender must include a description of your planning and approach to the project aimed at realisation of the assignment as formulated in this tender document (whereas you also indicate the number of days per person assigned to specific tasks), the aims of the project and the results achieved, specification of the deliverables (products), demands and requirements and overall planning (including the launching meeting in Bénin at the start of the project).
- Prior to delivery of a final version of a report the Contractor submits a draft final report to the Contracting authority, that will allow the Contracting authority to comment this draft final report. In your planning the Contractor reserves a two week period to allow for comments to be provided by the contractor and processing of these comments into the report (4 weeks total). All products, supplied by the contractor have to be submitted to the Contracting authority for approval. As long as the Contracting authority, for good reasons, does not accept the project there will be no (partial or final)payment for services effectuated.
- The reports and all other by you either processed or generated information and models will be submitted to the Contracting authority in digital format.
- The (draft and final) reports will be submitted in the <u>French and English language</u>. Costs made for translation always are for the expense of the Contractor.
- The planning and approach document for this assignment must be formulated in the <u>French and English language</u>.
- Implementation of the project must take into account the specific context of the project and be in line with the objectives, results and activities as mentioned in this document and the annexes.
- At the end of phase 1 and phase 2 the Contractor will submit interim progress reports indicating results achieved, problems identified and proposed measures and planning for continuation of the project.
- The Contractor will submit a draft final report within 4 weeks after the agreed completion date of the project. This draft and the final report concern the complete project period (phases 1, 2, 3) and will include an evaluation of the implementation of the project and the effects realized.
- A draft final report is delivered within 6 weeks after the end date of the project. The concept and final report cover the entire project period and will also evaluate the implementation and impact of the project
- Two weeks after receiving the comments to the draft final report, the final report will be submitted together with a final invoice and specification of items of the declaration.

3.1.2. Qualification and contracting of staff

The Contractor must supply, coordinate and manage the resources put in place to achieve the objectives. The Contractor works in close cooperation with the other parties responsible for implementing the project. See also 2.4.5 Project management. The activities to be programmed will be both developed on a programmatic basis in accordance with these terms of reference as well as at the request and advice of the steering committee resulting from the modification of important government policies concerning the project. For the achievement of specific results, the Contractor will establish a team of international and national experts. He will also be responsible for the administration and mobilization of ad hoc expertise that is to be identified by mutual agreement with the managers (ADELAC and RVO) of the project.

Mission teamleader requirements:
- He/She must hold a relevant scientific master’s degree
- He/She should have a minimum of 8 years of experience in similar strategic planning projects with solid experience in the contribution and management of pre-feasibility studies of development scenarios,and in the development of solutions at the feasibility level including leading SEA projects and ESIA processes.
- Mastering the French and English language (written, reading and spoken) at minimum c1 level (proof required)

Mission deputy teamleader requirements:
- Hold a master's degree in one of the key fields of science (water resources and environmental planning and evaluation, etc.) related to the mission and the specifics of the tasks assigned.
- Have a minimum of 5 years of experience in identifying and developing large-scale infrastructure solutions including SEA and ESIA processes and requirements as well as policies related to large international financial institutions (e.g, World Bank / IFC) .
- Mastering the French and English language (written, reading and spoken) at minimum c1 level (proof required)

Both Team leader and Deputy team leader must demonstrate:

- good communication skills
- Proven well-developed intercultural sensitivity skills.
- Strongly developed political awareness and sensitivity.
- Being a team player who can cooperate in diverse team structures (information sharing, conflict solving).
- Reporting skills to communicate on mission results and project progress.

3.2 Requirements relating to the team of experts

To assess and identify development scenarios taking into account targeted project design problems and environmental problems, the team leader and the deputy team leader will rely on a multidisciplinary team of key experts and an additional pool of experts.

The key expert team will cover the following fields of expertise in principle:
- Expert in integrated water resources management (including water governance)
- Socio-economic development specialist (including community development)
- Environmental (including EIA/SEA) management specialist
- Infrastructure financing and exploitation specialist

whose (individual) minimum qualifications are as follows:
- University level diploma in a related field.

- Proven professional experience in the intervention or technical field of a minimum of 5 years, including experience in international projects.
- Proven experience for the specific task of the expert concerned, such as procurement, conduct of an SEA and ESIA, cost analysis of infrastructure, supply plan, etc.
- Experience in capacity building.
- Good communication skills in French and English

3.2.1 The Tenderer must propose a project team suited to the assignment.

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

3.2.3 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.

3.2.4 Each change within the team must be subject to the prior approval of the Contracting Authority.

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

3.3 Requirements relating to RVO specific procedures and requirements

The objective of the project is to arrive, in a limited period of time, at a proposal that meets both the requirements of the RVO D2B and DRIVE instruments as well as to demonstrate how the proposed follow up project does fit the national priorities and planning and finance structure of the Government of Bénin. The Tenderer, in its explanation of the planning and methodology proposed, will have to make it clear that he/she is familiar with these specific requirements either through reference to earlier projects or specific assignments that were done in the recent past.

3.4 Requirements relating to the prices/rates

3.4.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled ‘Prices/Rates’.

3.4.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

3.4.3 the Tenderer must provide a budget with fixed hourly/daily rates, specified according to the various duties and milestones per phase.

3.4.4 The Tenderer must also give the **total maximum price**.

3.4.5 The Contractor will charge on the basis of actual realised costs up to the maximum total price.

3.5 Tax-related requirements

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

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.5.5 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.

3.5.6 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 60 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.

3.5.7 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.

- It is not allowed to charge Netherlands VAT over this amount if the registered office off the Contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.6 Invoicing requirements

3.6.1. You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.6.2 **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
- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands. Non-Dutch companies can send their invoices in PDF format by email to pdffacturen@minezk.nl stating the order number on the invoice.

3.7 Environmental requirements

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

4. Requirements concerning the Tenderer

4.1 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 (ESPD)'.

The 'European Single Procurement Document' (annex 1) 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.

Where a legally valid signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Civil Code.

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 1 'European Single Procurement Document':

- all Exclusion Grounds specified in Part 2;
- the Exclusion Grounds in Part 3 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.

4.3 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.

4.3.1 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 is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
c. 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 if provisional award is given): a. Proof of insurance against business risks and/or b. 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 and/or c. 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.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following **core competences**, which demonstrate experience in projects of at least equal size in the last 5 years with essential aspects of the assignment:

- Organisation and management of three participatory SEA and (IFC compliant) ESIA processes in international infrastructure development projects
- Implementation of integrated water resources management, ecosystems restauration or nature based solutions projects for socioeconomic development in an international environment in cooperation with government
- Elaboration of complete tender documents including summary design study (French APS); socio-economic and financial feasibility study for public infrastructure projects (feasibility study) in an international context.
- Capacity development, technical and policy development assistance for public institutions at central government level in relation to regional (infrastructure and socio-economic) development projects

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

- 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 five 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.

The total value of each of the reference assignment(s) must be at least 100.000 € (exclusive of VAT). This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the products and services 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 (do **not** submit together with the Tender – only submit when requested by the Tendering Authority): Provide one reference assignment for the core competences mentioned above. The reference(s) must be signed by the referee (the Contracting authority in question). 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 references combined must also demonstrate that they have a value of at least € 100,000.-. The reference(s) must be signed by the referee (the client in question). If required, the Contracting 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.

4.3.3 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 Sections 3 and 4.

a. Quality: A maximum of **90 points** can be obtained for your response to the "written" award criteria as described in 5.2.1 up to and including 5.2.3. The Tenderer must score a minimum of 50 out of the 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
b. Price: Assessment of the prices with a maximum of **10 points**.
c. The maximum total points that can be obtained is **100 points.**

5.2 Quality criteria

5.2.1 Award criteria relating to the proposed approach

Maximum number of points available: **55**	Evaluation criteria relating to adequacy, quality of proposed methodology corresponding to the current terms of reference (ToR)
20	Quality of the proposed approach and overall understanding of the assignment
15	Quality of the Project planning and management, including a risk study and mitigation measures, and quality control of the services delivered.
10	Quality of Vision on the participation with INE and partners, the cooperation with the Coordination Unit; the set-up of support for the Coordination Unit and the collaboration with major stakeholders.
5	Quality of proposed SEA and ESIA approach
5	Quality of the budget specification, which must be complete, detailed, transparent, and realistic.

5.2.2 Award criteria relating to the quality of the Mission team leader and Deputy

In providing your response for both team leader as deputy team leader:

1. Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
2. Relate your answer as much as possible to a position mentioned in your CV.

Mission team leader

The mission team leader plays a central role in the execution of the project and must be an excellent communicator with proven outstanding experience in coordinating multidisciplinary teams in complex planning and public financing processes and be capable of effective collaboration with national partners, government and international donors. The team leader will manage the project overall and is specifically responsible for managing the socio-economic analysis and cost benefit analysis process that will be implemented in parallel to the strategic environmental assessment process.

Max. **15** points available	Assessment aspects Team leader
6	• Level of experience in the area of integrated water and environmental resources management and restoration and nature based solutions to create economic development and employment.
6	• Level of experience in leading complex (spatial and natural resource) planning projects, including coordination, management and administration of multidisciplinary teams in developing countries, preferably in West Africa.
3	• Level of experience dealing with government and international bilateral and multilateral funding structures and requirements.

The mission deputy team leader is primarily responsible for the technical aspects of the assignment. The Deputy Team Leader must assume the role of mission leadership assistant. The specific requirements for this position are as follows

Max. 10 points available	Assessment aspects Mission deputy team leader
8	• Level of experience in supporting the technical aspects, and implementation of complex, multidisciplinary projects including administrative processes and production of required documents for tendering, procurement, contracting, including in developing countries, preferably in West Africa.
2	• Level of Experience in Capacity Building.

5.2.3 Award criteria relating to the project team of key experts

In providing your response:

1. Relate your answer as much as possible to a position mentioned in your CV. Please hand in a CV.

Max. no. of points available	Assessment aspects
5	• Level of professional experience in one or more of the proposed interventions of the project or a related technical field, including experience in international projects.
5	• Level of experience for the proposed specific task of the expert concerned, such as IWRM, hydraulic engineering, procurement, conduct of an SEA and ESIA, cost analysis of infrastructure, supply plan, etc.

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 10 points.

Maximum number of points	Evaluation criteria
10	The total price offered in the offer (excluding taxes) will be evaluated according to the formula for price evaluation indicated below.

5.4 Assessment method for qualitative award criteria
As a general policy the assessment will follow a methodology of relative comparison where prices will be weighed against prices of other tenderers. During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality offered	Percentage of maximum number of points for each preference
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
Very satisfactory	70%
Satisfactory	60%
Reasonably satisfactory	50%
Mediocre, not entirely satisfactory	40%
Very mediocre	30%
Poor, unsatisfactory	20%
Very poor, unsatisfactory	10%
No result	0%

Assessment for the price.
(Lowest price offered divided by own tender price) times maximum (10) points to be obtained = number of points obtained.

6. Assessment of the Tender

6.1Assessment 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.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender’s compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do not comply, will be excluded from further participation in the tendering process.

6.3 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.
The assessment of the award criteria consists of 3 steps.

1. Your written responses on the qualitative award criteria are assessed.
   A maximum of 90 points can be obtained for your responses to these award criteria.
   Tenderers who do not meet the minimum number of points of 50 on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 10 points.
3. The total score (written responses + price) will be determined.

6.4 Determination of definitive total score

The Contract will be awarded based on the Most Economically Advantageous Tender principle. The Most Economically Advantageous Tender is the Tender that obtains the highest definitive total score.

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 subcriterion:
5.2.1 Award criteria relating to the proposed approach.

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.

6.5 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.

7. Submission procedure for Tenders

7.1 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.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 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.

7.3.1 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 henk.ballering@rvo.nl with copy to: Coenraad.voorhuis@rvo.nl

Attempts to directly contact parties other than the contact persons 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/.

7.3.2 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.

7.3.3 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.

7.3.4 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.

7.3.5 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.

7.3.6 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.

7.3.7 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.

7.3.8 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.

Any costs or damage which (can) occur by not winning this Tender by the decision of the Tendering authority, are at the expense and risk of the Tenderer.

7.3.9 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 situations, Tenderers are not entitled to compensation for any costs whatsoever incurred as a result of this tendering process.

7.3.10 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.

7.3.11 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).

7.3.12 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.

7.3.13 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.

7.3.14 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.

7.3.15 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 your tender via TenderNed's announcements platform.
  Please note that your Tenderned registration will be final after several days, after you received a registration code which you have to use first.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit https://www.tenderned.nl/cms/english/tenderned-foreign-businesses.
- 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 confidentional information provided by the Tenderer with due care.

7.3.16 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	Fill in, legally sign and add to TenderNed
Cv	Cv's, examples	Add to TenderNed

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

7.3.17 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.

Where a legally valid signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Civil Code.

The Uniform European Tender Document cannot be provided directly from a qualified electronic signature. You can provide the Uniform European Tender Document with a handwritten signature to create a digital PDF printout of the PDF form, with which this digital PDF printout can then be placed with the qualified electronic signature.

The lack of a legally valid 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.

7.3.18 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 contracted 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 successful 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 services.

7.3.19 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.

7.3.20 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.

7.3.21 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 promotional materials etc.) can also be provided in Dutch, English or French

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

All interim and final deliverables/reports are written in French and English

7.3.22 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.

7.3.23 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(s). Only the definitive Contract(s) will apply during the execution of the assignment.

7.3.24 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.

7.3.25 Request for supplementary information concerning the Tender

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

7.3.26 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.

Interests 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: General conditions ARVODI 2018
Annex 5: Complaints Procedure
Annex 6: Background Information