

Drinking water for secondary centres in Mali

Colophon

Tender Document

Invitation to tender in accordance with the European open procedure for the execution of preparatory studies for

Project name	Rehabilitation and Extension of Drinking Water Systems in Secondary Centres of the Concession of SOMAPEP-SA in Mali.
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Version number	0.2 draft version 13122021
Publication date	13/12/2021
Enclosures	10 annexes

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Definition of terms

BE	Bureau d'Etudes
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Contracting Authority	Invest International Public Programmes B.V. on behalf of the Ministry of Foreign Trade and Development Cooperation, and also on behalf of the Participating Parties.
Contractor	The party with whom the Contracting Authority concludes the Contract.
CPE	Comité de Pilotage des Etudes or Steering Committee will be set from the start of the studies. It will bring together national stakeholders in the drinking water sector
CREE	Commission de Régulation de l'Électricité et de l'Eau
D2B Programme	The programme Develop to Build (D2B) of the Ministry of Foreign Trade and Development Cooperation of The Netherlands finances all feasibility studies needed for the preparation of public infrastructure projects in developing countries and in partner countries of The Netherlands.
D2B Studies	The full set of tasks and services requested in this tender document.
DNH	Direction Nationale de l'Hydraulique
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
General Terms and Conditions	Invest International Public Programmes B.V. has declared these conditions applicable: General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
LNE	Laboratoire National des Eaux
MEADD	Ministère de l'Environnement, de l'Assainissement et du Développement Durable
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.
MMEE	Ministère des Mines, de l'Énergie et de l'Eau

Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Participating Parties	Ministère des affaires Étrangères et de la coopération internationale de la République du Mali (MAECI, Grantee of the D2B programme), Ministère des Mines, de l'Énergie et de l'Eau (MMEE, Delegated Beneficiary of the D2B programme), and Société Malienne de Patrimoine de l'Eau Potable (SOMAPEP-SA, Competent Authority for the execution of the D2B Studies).
Project Implementation unit	Working group composed of representatives of SOMAPEP-SA and SOMAGEP-SA, in charge of the follow-up of the studies and of facilitating the work of the Contractor (UGP in French).
Public Procurement	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
RVO	Netherlands Enterprise Agency (Rijksdienst Voor Ondernemend Nederland). The D2B programme has been transferred from RVO to Invest International Public Programmes B.V. since 1 October 2021.
SOMAGEP-SA SOMAPEP-SA	Société Malienne de Gestion de l'Eau Potable Société Malienne de Patrimoine de l'Eau Potable
Steering Committee	Commission including the main project stakeholders and meeting periodically for project guidance and results validation (CPE in French).
Steering Committee meeting	Coordination meeting of the Steering Committee (COFIL in French).
Suitability	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its annexes.
Tenderer	An organisation or a consortium 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.
Tendering Authority	Invest International Public Programmes B.V.
ToC	Theory of Change (TdC in French)
Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.

1. Introduction

The French version of Chapter 1 is given for information in Annex 9.

The reference version for these Tender Document is the English version of Chapter 1.

The Tender Document at hand contains information regarding the invitation to tender for *Preparatory Studies for the Rehabilitation and Extension of Drinking Water Systems in Secondary Centres of the Concession of SOMAPEP-SA* (project number D2B18ML02). This tender will be conducted as a single stage procurement procedure in accordance with the European open procedure. The Contracting Authority wants to conclude an agreement with one tenderer that has submitted the most advantageous offer, which will be selected through a quality- and cost-based selection (QCBS) procedure. The future Contractor, as well as the services to be performed and/or delivered by the Contractor, must fulfil the terms and conditions set by the Contracting Authority and specified in this Tender Document.

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

1.1 Tendering Authority and Participating Parties

This tendering process is being conducted on the instructions of Invest International Public Programmes B.V., on behalf of the Ministry of Foreign Trade and Development Cooperation, and also on behalf of the Participating Parties stated below.

The Procurement Officer of Invest International will act as process manager during this tendering process.

The Preparatory Studies for the Rehabilitation and Extension of Drinking Water Systems in Secondary Centres of the Concession of SOMAPEP-SA are supported by the programme Develop to Build (D2B). D2B is managed by Invest International Public Programmes B.V. This programme finances all feasibility studies needed for the preparation of public infrastructure projects in developing countries and in partner countries of The Netherlands.

The Participating Parties are:

- the Ministère des affaires étrangères et de la coopération internationale de la République du Mali (MAECI, Grantee of the D2B programme),
- the Ministère des mines, de l'énergie et de l'eau (MMEE, Delegated Beneficiary of the D2B programme), and
- the Société malienne de patrimoine de l'eau potable (SOMAPEP-SA, Competent Authority for the execution of the D2B Studies).

1.2 Tendering Schedule

The schedule on the next page applies to this tendering process.

13/12/2021	Issuing of publication, start of tendering period.
21/01/2022 12:00 Hrs CET	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
26/01/2022	Issuing of Memorandum of Information
23/02/2022 12:00 Hrs CET	Deadline for the receipt of Tenders and thereafter opening of Tenders by the Tendering Authority.
16/03/2022	Announcement of the award decision of the Contract.
05/04/2022	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
07/04/2022	Final award of the Contract
21/04/2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
02/05/2022	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.

1.3 Maximum estimated value of the assignment

The Tendering Authority has estimated a maximum contract value of € ,- (exclusive of VAT). 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.

2. Study Description

The French version of Chapter 2 is given for information in Annex 9.

The reference version for these Terms of Reference is the English version of Chapter 2.

2.1 Background and justification of the study

The public service of drinking water in Mali is entrusted to the Société Malienne de Patrimoine de l'Eau Potable (SOMAPEP-SA). SOMAPEP-SA owns the drinking water infrastructure. This infrastructure is managed, under an *affermage contract*, by the Société Malienne de Gestion de l'Eau Potable (SOMAGEP-SA).

Until 2016, the concession area of SOMAPEP-SA consisted of 18 centres, comprising Mali's most populated cities. Through the *Ministère des mines, de l'énergie et de l'eau*, the Malian Government has begun the process of integrating new, smaller secondary centres into this concession area. At the end of 2018, 72 new centres have been integrated into the expanded scope. Amendments to concession and lease agreements have yet to be concluded to finalise this integration process. SOMAGEP-SA has been gradually deploying to more than sixty municipalities, starting in May 2017. SOMAGEP-SA runs the existing infrastructure to produce and commercialise drinking water in these municipalities. An initial inventory of the current state in the new centres has established that many drinking water installations require significant rehabilitation and extension to meet current and future demand.

The Government of the Republic of Mali and SOMAPEP-SA consider the rehabilitation and extension of drinking water services in Mali's secondary centres as a priority. At the end of 2018, SOMAPEP-SA requested the support of the D2B Programme for conducting feasibility studies. A Formulation Plan of the project, jointly developed by SOMAPEP-SA and at the time RVO (D2B is now part of Invest International), was signed in March 2021. This plan outlines the organisation and content of the preparatory studies for the *Project for the Rehabilitation and Extension of Drinking Water Systems in secondary centres within the concession area of SOMAPEP-SA (PRESAEP-CS)*.

This Formulation Plan, written in French, is included in Annex 8.¹ It provides basic information on Mali (national context, population, economy, climate, security) and on the project area (list and location of the centres included in the SOMAPEP-SA concession, inventory of major investments in progress or in preparation outside Bamako, estimation of repair costs and urgent maintenance in the new centres, preliminary estimation of the investments needed to upgrade the new centres by 2030).

¹ In the event of a discrepancy, the information provided in this tender document takes precedence over the information provided in the Formulation Plan.

2.2 Analysis of the Problem

Since their creation in 2010, SOMAPEP-SA have faced a large and growing gap between the significant population growth of urban centres and their means to develop additional capacity for the production and distribution of drinking water. The chronic shortfall of investment and the sharp increase in demand for drinking water are the main causes of the urgent needs for rehabilitation, standardisation and extension of existing water production, storage and distribution networks throughout the concession area. These needs occur in a context of great financial fragility of the urban hydraulics sector in Mali. The average water tariff, which has not changed since 2004, except for an adjustment of the subsidised *tranche sociale* (a reduction from 20m³ to 10m³), does not allow for the release of own resources to finance the necessary investments. Moreover, the integration of new centres risks further reducing the average tariff, as the share of consumption in the *tranche sociale* is higher than in the secondary centres of the historic SOMAPEP-SA concession.

There is also an increased need for staff capacity building, particularly in the new centres. In addition, most of the new centres do not have an adequate treatment, monitoring and control system that can guarantee the quality of the water distributed. It is also noted that the main sources of energy for the supply of water systems in the new centres are very expensive thermal sources, and solar systems with in many cases limited effectivity.

SOMAGEP-SA has carried out an initial inventory of the rehabilitation work expected to be carried out by the operator in the new centres. According to this inventory, a budget of 23.4 million euros is needed for the most urgent repair and maintenance work.

Many of these centres also require significant rehabilitation and expansion of the existing production facilities and distribution network. The total investment needed to upgrade and develop all new centres by 2030 is considerably higher: it is estimated at more than 220 million euros.

Additional studies are needed to further establish the current baseline and prospects by 2030, but also to frame the proposed project in terms of intervention priorities, necessary support measures and available resources. These studies funded under the D2B Program,² are specified in the Terms of Reference below.

2.3 Objectives of the Study

Overall Project Objective

The overall objective of the project is to contribute to improving access to safe drinking water through a sustainable supply system, serving a significant portion of

² This programme of the Netherlands Ministry of Foreign Trade and Development Cooperation funds all feasibility studies necessary to prepare public infrastructure projects in developing countries and partner countries of the Netherlands.

the populations of secondary centres and new centres integrated into the SOMAPEP-SA concession.

Specific Objectives of the D2B Studies

D2B Studies must develop a comprehensive project plan that meets the following specific objectives:

- Contribute to improving the supply of drinking water in a selected portion of the concession area;
- Develop a reliable planning document to mobilise financing for implementation in the selected area;
- Reduce time loss and the difficulty of fetching water, in particular for women and children who, especially during the dry season, have to travel long distances to water points;
- Improve the health status of the population and reduce household spending on health;
- Minimise the costs and environmental impact of energy consumption for the production and distribution of drinking water;
- Create jobs in the drinking water sector, and promote economic development through an affordable basic service of good quality.

2.4 Coordination of the D2B Studies

Preparatory studies for PRESAEP-CS will be carried out by a Contractor recruited through international tendering. The studies will be monitored by the D2B team (which represents the Contracting Authority for the monitoring of studies) and the Project Management Unit (*Unité de Gestion du Projet* or UGP), composed of representatives of SOMAPEP-SA and SOMAGEP-SA.

A Steering Committee (*Comité de Pilotage des Etudes*) will be set from the start of the studies. It will bring together national stakeholders in the drinking water sector, such as the *Ministère des Mines, de l'Énergie et de l'Eau* (MMEE), the *Direction Nationale de l'Hydraulique* (DNH), the *Commission de Régulation de l'Électricité et de l'Eau* (CREE), SOMAPEP-SA and SOMAGEP-SA, the *Laboratoire National des Eaux* (LNE), the *Ministère de l'Environnement, de l'Assainissement et du Développement Durable* (MEADD), as well as the representatives of the local communities involved. As a first step, the Steering Committee will be called upon to validate the approach and planning. It will then be called upon to validate the intermediate results and to give orientations during the development of the studies.

2.5 Description of Tasks

The term D2B Studies applies to the full list of tasks and services requested for the preparatory studies of the PRESAEP-CS project. The term *Bureau d'Etudes* (BE) applies to the consulting firm or consortium that will be selected for these studies.

The table below shows the list of tasks requested from the BE. Tasks are grouped in successive phases. A coordination meeting is scheduled at the end of each

phase. There will be a launch meeting at the start of the studies, followed by 4 Steering Committee meetings (known as COPIL1 up to COPIL4).

The BE will present the results of each task in a separate report, or in a section of a report containing all intermediate results of a study phase. These results will be presented, discussed, and validated during the COPIL's. The BE will prepare the minutes of each coordination meeting.

Phases	Activities/tasks
Launch	Preparation (description of tasks, deliverables, and planning)
	Launch meeting: agreement on tasks, deliverables, and planning
1	Baseline and orientation
	Diagnosis of the technical situation
	Diagnosis of the intervention framework
	Alternative intervention scenarios
	COPIL1: choice of area of intervention
Decision point on further studies	
2	Feasibility study (alternatives)
	Stakeholder inventory and performance analysis of the sector
	Socio-economic analysis
	Alternative intervention configurations - detail level requested: pre-feasibility (<i>pre-APS</i>)
	COPIL2: choosing the intervention configuration for each site
3	Feasibility study (intervention selected)
	Final configuration of the intervention - detail level requested: preliminary design (<i>APS</i>)
	Financial and economic analysis
	Terms of reference for the ESIA and the ESMP (preliminary ESIA/ESMP)
	COPIL3: validation of the selected intervention
4	Feasibility study (finalisation)
	Full Project Plan for Intervention - detail level requested: detailed design (<i>APD</i>)
	ESIA and ESMP reports (final ESIA/ESMP to be submitted to the competent authorities)
	Tender documents for Project Management Assistance (<i>AMO</i>)
	Tender documents for Works
	Tender documents for Supervision of the Works (<i>MOE</i>)
	Tender documents for Capacity Building of the Operator
COPIL4: Validation of Project Plan, ESIA/ESMP and Tender documents	

The tables below specify the tasks of the BE during each phase, as well as the objectives of the corresponding COPIL.

Launch phase

The purpose of the launch meeting is to discuss and clarify the definition of D2B Studies (as specified in the ToR's and the BE offer), based on a consensual exchange between stakeholders. This meeting will result in an agreement on the tasks, deliverables, planning, coordination, and steering of the D2B Studies.

In preparation for the launch meeting, the BE will review the available documents (see Annex 8) and will become familiar with the local situation and relevant stakeholders. The BE will update and refine the methodology and planning developed in his proposal, in collaboration with the UGP.

During the launch meeting in Bamako, the BE and the UGP present a Launch Document (*Rapport de Lancement des Etudes*) to the Steering Committee, outlining the tasks to be carried out, the expected results, the planning, as well as the proposed coordination and steering structure for the D2B Studies.

The BE will take note of the recommendations of the Steering Committee in the final version of the Launch Document, which will be submitted to D2B for a Statement of Non-Objection (SoNO). In particular, this document will specify the reports and documents to be provided during the execution or at the end of each task, the planning of activities and the timetable of scheduled meetings with the Steering Committee.

Task planning for the development of the Environmental and Social Impact Assessment (ESIA) and the Environmental and Social Management Plan (ESMP) will require special attention. The BE will propose an approach and timetable for the execution of tasks 3.3 (Terms of Reference for the ESIA and ESMP) and 4.2 (final ESIA/ESMP reports to be submitted to the relevant authorities) to allow the review of the various reports requested before the corresponding COPIL:

- The BE will send to D2B his report containing the preliminary ESIA/ESMP at least **two weeks before COPIL3**. During this period, D2B will review this report and provide an interim opinion for the Steering Committee. This opinion will eventually be completed within two weeks after COPIL3.
- The BE will send to D2B his reports containing the final ESIA and ESMP at least **four weeks before COPIL4**. During this period, D2B will review these reports and provide an interim opinion for the Steering Committee. This opinion will eventually be completed within two weeks after COPIL4.

Phase 1: Baseline and orientation

PRESAEP-CS consists of comprehensive feasibility studies in an area yet to be determined, in preparation for the implementation phase that could be launched after the conclusion of the studies, and as soon as all necessary financing has been

mobilised³. The scope of the D2B Studies will therefore be defined more precisely at the end of Phase 1.

The orientation will start with a focus on the following 21 new centres: Barouéli, Batama, Bla, Dialakoroba, Diboly, Dioïla, Kadiolo, Kénieba, Koniakary, Konobougou, Koumantou, Koury, Loulouni, Naréna, Niéna, Sanankoroba, Ségala, Toubá, Yanfolila, Yangasso and Yorosso.

The above list constitutes the **provisional intervention area**, which will serve as reference for the Tenderer to develop and quantify the services included in his offer. Preliminary base line reports (*Rapports d'état des lieux*), published in September 2017, are available for 6 of these centres (Barouéli, Bla, Dioïla, Kadiolo, Kenièba and Yanfolila). These reports can be found in Annex 10.

During Phase 1, the BE will first diagnose the current technical situation and intervention framework, in order to develop the baseline for the project. The BE will then develop alternative scenarios, as a proposal for further defining the future intervention. The activities in Phase 1 will focus on three main tasks:

<p>1.1 <u>Baseline</u>: diagnosis of the technical situation</p>	<p>Quick diagnosis, for each centre, of:</p> <ul style="list-style-type: none"> • the local water resource • the current and in view of Horizon 2030 water demand in relation to changing demographics • the upgrade needs of existing facilities and associated costs • the facility expansion requirements by 2030 and associated costs. <p>This diagnosis will be based on the data and information already available (see Annex 8) and on the other hand on a search for additional information undertaken by the BE.</p>
<p>1.2 <u>Baseline</u>: diagnosis of the intervention framework</p>	<p>Rapid diagnosis of the global intervention framework, which will take into account at least the institutional framework, the sustainability of the sector, the expected impacts, the specific risks for the different centres, and the potential partners for the co-financing of the implementation phase.</p>
<p>1.3 Orientation: alternative Intervention Scenarios</p>	<p>Proposal of three alternative scenarios, considering different criteria to determine the area of intervention to be retained. These criteria, which will be established in consultation between BE, SOMAPEP-SA and the D2B team, could define priority centres in terms of needs and impacts, water resource, intervention costs, available funding, security aspects, optimisation of intervention logistics at several centres, etc. The list of centres selected in each scenario may vary depending on the criteria. The</p>

³ Following the D2B Studies, the MMEE can submit a funding application to the DRIVE programme. This programme is managed by Invest International. It supports the financing of public infrastructure up to 50% of the total project costs. The amount of the subsidy, provided in the form of a grant, is maximised at €30 million per project.

	financial envelope for the implementation phase of each scenario should not exceed 60 million euros.
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COPIL1

COPIL1 aims to validate the diagnoses presented by the BE and to select one of the proposed intervention scenarios. The members of the Steering Committee will receive preparatory documentation for COPIL1 at least two weeks prior to the meeting date.

The results of Phase 1 and the exchanges during COPIL1 mark a decision point on the continuation of the studies. This decision will be taken in consultation between the D2B team and SOMAPEP-SA, depending on the prospects of developing a viable project based on the information gathered at this stage.

The list of 21 centres included in the **provisional intervention area** could change during the orientation phase (by adding or removing one or more centres considered to be more or less priority or more or less adapted, according to the information collected). The choice of an intervention scenario will determine **the final intervention area** selected for the feasibility study to be carried out in phases 2, 3 and 4.

In the case of significant changes to the provisional intervention area on which the BE had based his offer, an amendment to the contract may be negotiated with the Contracting Authority. The negotiations will refer to the rates and unit prices proposed in the offer.

Phase 2 : Feasibility study (alternatives)

The feasibility study will start in Phase 2 with a survey of the actors and an inventory of stakeholders, as well as a socio-economic analysis in the final intervention area. All information collected at this stage will allow to determine the Baseline Situation, to develop a Theory of Change for drinking water supply in the intervention area, and to propose alternative intervention configurations.

Phase 2 consists of three main tasks:

2.1 Stakeholder inventory and performance analysis of the sector	The stakeholder inventory will take into account all stakeholders involved in the drinking water sector in Mali, and more specifically in the final area of intervention, as well as their current roles and responsibilities. The performance of the water sector in Mali will also be compared to examples of countries in the sub-region with similar situations. The results of an analysis of strengths, weaknesses, opportunities, and threats (SWOT) based on this comparison will be used to develop recommendations for the deployment of SOMAPEP-SA and SOMAGEP-SA in the new centres.
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	<p>This analysis will also provide useful recommendations for the implementation of the operational phase, such as the restructuring of existing networks, the training needs of local teams, the definition of specific rates or a public service delegation in certain circumstances, etc.</p>
<p>2.2 Baseline: socio-economic analysis</p>	<p>The BE will carry out a representative socio-economic study for the intervention area. This study may therefore be limited to a few centres, while capturing the diversity of situations present in the whole area of intervention. The study will take into account the demand for water and the supply preferences of different population groups. It will need to provide reliable information on consumption patterns, ability to pay and willingness to pay in relation to connection costs, water consumption volume, water prices, type of connection and level of service for different user groups. In addition to domestic users, the survey will also focus on government, commercial and industrial water users.</p> <p>Part of the socio-economic analysis will be devoted to gender analysis, and the results should be used to make choices that contribute to gender equality (such as taking women's preferences into account when choosing the locations of standing pipes).</p> <p>The Tenderer will specify in his offer the proposed methodology, as well as the extent of the analysis that will be carried out.</p> <p>The report of Task 2.2 will include a section including a Baseline Study and a Theory of Change:</p> <ul style="list-style-type: none"> • the Baseline Study will summarise and integrate the results of Tasks 1.1 (technical diagnosis), 1.2 (intervention framework diagnosis) and 2.2 (socio-economic analysis). This baseline will serve as a reference for quantifying the programmed outputs and expected outcomes; • the Theory of Change (ToC) will describe how and why the desired change with long term impacts (see specific objectives in section 2.3 and the related Sustainable Development Goals) is expected to happen in the final intervention area defined during COPIL1. The ToC will pay due attention to the specificities of the different centres included in the intervention area. <p>The results of the socio-economic analysis will provide valuable field data that will be taken into account in the financial and economic analysis (see Task 3.2). The Baseline Study and the Theory of Change will provide the base for developing a Monitoring & Evaluation Plan (see Task 4.1).</p>
<p>2.3 Alternative Intervention Configurations (detail level requested: pre-</p>	<p>The BE will propose alternative intervention configurations for certain centres, if necessary, for example in relation to:</p> <ul style="list-style-type: none"> • locally available water resource • the initial technical situation • investment costs or operating costs • impacts mitigation

<p>feasibility (pré-APS)</p>	<ul style="list-style-type: none"> • people's ability and willingness to pay, etc. <p>These configurations will be developed at a pre-feasibility level of detail (<i>pré faisabilité</i> or pré-APS), allowing reliable comparisons between alternative configurations, while optimizing the resources available for studies.</p> <p>The BE will identify the intervention options and estimate their costs, as well as their positive or negative impacts on the environment, property or people (preliminary ESIA, see also definitive ESIA described in Task 4.2).</p> <p>The BE will also consider whether certain configurations may require further technical assistance in the implementation phase, or a more extensive capacity-building programme for the operational phase.</p> <p>For each configuration, the BE will establish an inventory of the components of the infrastructure to be rehabilitated and/or built (production, storage, transmission, distribution, control, and automation). It will also compare estimates of the capital costs and operating and maintenance costs of each configuration over a 20-year period.</p>
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COPIL2

During COPIL2, the Steering Committee will review, discuss and validate the results of the stakeholder inventory, the analysis of the sector's performance and the socio-economic analysis. The members of the Steering Committee will receive preparatory documentation for COPIL2 at least two week prior to the meeting date. The Steering Committee will choose the intervention configuration considered the most suitable for further study. This choice will also be discussed with the D2B team and the potential technical and financial partners interested in contributing to finance the future implementation phase.

Phase 3: Feasibility study (selected intervention)

During Phase 3, the BE will detail the configuration of the intervention at preliminary design detail level (*Avant-Projet Sommaire* or APS). It will carry out the financial and economic analysis and will develop a proposal for the Terms of Reference for the ESIA and the ESMP.

Phase 3 consists of three main tasks:

<p>3.1 Definitive configuration of the selected intervention (detail level requested: preliminary design - APS)</p>	<p>After selecting the configuration of the intervention during COPIL2, the BE will detail each component of this intervention. This development will provide an estimate of capital and operating and maintenance costs over a 20-year period.</p> <p>During this development, the BE will pay particular attention to optimizing operating and maintenance costs, and in particular to optimizing energy costs. It may also</p>
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	<p>consider the possibility of using renewable energy sources to limit operating costs over the long term.</p> <p>The BE will be required to submit a comprehensive proposal for the future operation of water supply facilities, including a risk assessment, a detailed estimate of operating and maintenance costs over a 20-year period, as well as a description of the necessary support measures, such as the mission and training of the operator or operators, as well as technical assistance in the start-up phase of the operation of the new system (see Task 4.6).</p>
<p>3.2 Financial and Economic Analysis</p>	<p>The overall objective of the financial and economic analysis is to assess the economic and financial sustainability of the project and its impact on the financial balance of the sector. The financial study should take into account the financing conditions of the project (see Task 4.1).</p> <p>The sustainability of the selected Drinking Water Supply Systems will receive much attention. Socio-economic data and financial analysis will need to demonstrate how to achieve balanced operating accounts, while taking into account the ability to pay and willingness to pay of the population served.</p> <p>The BE will prepare a comprehensive financial and economic analysis for PRESAEP-CS, based on the final configuration of the intervention established during Phase 3. This analysis must cover a period of 20 years from the time the infrastructure comes into operation. The financial and economic analysis should be consistent with international standards for cost-benefit analysis (CBA):</p> <ul style="list-style-type: none"> • The financial analysis (cash flow) should estimate investment costs and operating and maintenance costs over 20 years and direct financial revenues related to operations. • The economic analysis should estimate the socio-economic costs and overall benefits of the implementation of the project (through the 'project- or 'no project' methodology), based on an appropriate social discount rate. <p>The BE will present the results of financial analysis and economic analysis in the form of indicators such as: IRR, NPV and cost-benefit ratio. It will also provide information on financial sustainability, particularly with respect to a possible viability gap that would require a portion of the operation and maintenance costs to be borne by national or local authorities.</p> <p>Both analyses will include sensitivity calculations, taking into account different scenarios for the main parameters of the model and data collected during the socio-economic analysis (see Task 2.2).</p> <p>These simulations should answer questions such as:</p> <ul style="list-style-type: none"> • To what extent should operating costs be passed on to different consumer groups?

	<ul style="list-style-type: none"> • What minimum levels of billing and collection should be achieved for each consumer group? • What level and type of government subsidy is needed to ensure the financial viability of the sector? 																				
<p>3.3 Terms of reference for ESIA and ESMP</p>	<p>The preliminary assessment of social and environmental impacts, as defined by IBRD/IDA, identifies ten standards that must be considered in order to carry out the ESIA required during the D2B Studies:</p> <table border="1" data-bbox="459 723 1390 1227"> <tr> <td>ESS1</td> <td>Assessment and Management of Environmental and Social Risks and Impacts</td> </tr> <tr> <td>ESS2</td> <td>Labour and Working Conditions</td> </tr> <tr> <td>ESS3</td> <td>Resource Efficiency and Pollution Prevention and Management</td> </tr> <tr> <td>ESS4</td> <td>Community Health and Safety</td> </tr> <tr> <td>ESS5</td> <td>Land Acquisition, Restrictions on Land Use and Involuntary Resettlement</td> </tr> <tr> <td>ESS6</td> <td>Biodiversity Conservation and Sustainable Management of Living Natural Resources</td> </tr> <tr> <td>ESS7</td> <td>Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities</td> </tr> <tr> <td>ESS8</td> <td>Cultural Heritage</td> </tr> <tr> <td>ESS9</td> <td>Financial Intermediaries</td> </tr> <tr> <td>ESS10</td> <td>Stakeholder Engagement and Information Disclosure</td> </tr> </table> <p>Particular attention will be required for the following aspects:</p> <ul style="list-style-type: none"> • Compliance with Urban Plans of the secondary centres • Acquisition of land for infrastructure to be carried out • Compensation for impacted people and actors • Environmental clauses in administrative permits for the construction sites and facilities to be build • Inclusive development, considering the capacity and willingness to pay of the populations and actors benefiting from the project. 	ESS1	Assessment and Management of Environmental and Social Risks and Impacts	ESS2	Labour and Working Conditions	ESS3	Resource Efficiency and Pollution Prevention and Management	ESS4	Community Health and Safety	ESS5	Land Acquisition, Restrictions on Land Use and Involuntary Resettlement	ESS6	Biodiversity Conservation and Sustainable Management of Living Natural Resources	ESS7	Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities	ESS8	Cultural Heritage	ESS9	Financial Intermediaries	ESS10	Stakeholder Engagement and Information Disclosure
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ESS10	Stakeholder Engagement and Information Disclosure																				

COPIL3

During COPIL3, the Steering Committee will review, discuss and validate the final configuration, the results of the financial and economic analysis, and the ToR for the development of the ESIA/ESMP. The ToR will then be submitted to the competent environmental authority in Mali (*Direction Nationale de l'Assainissement, du Contrôle des Pollutions et des Nuisances*, or DNACPN).

The BE will have to send the ToR for the ESIA/ESMP to D2B **at least two weeks** before COPIL3. During this period, the ToR will be reviewed and D2B will provide an opinion to the Steering Committee. The BE will also incorporate all of the

submissions received during COPIL3 and the part of the DNACPN into the ESIA/ESMP reports to be submitted to COPIL4.

Phase 4: Feasibility study (finalisation)

During Phase 4, the BE will assist D2B and the Malian authorities in finalizing the Financing Plan for the project's implementation phase. In addition, the BE will finalise the ESIA and the ESMP for the final intervention programme, and will prepare all tender documents necessary for the implementation of PRESAEP-CS.

Phase 4 consists of six main tasks:

<p>4.1 Full Project Plan for Intervention (Detail Level Requested: Detailed Design)</p>	<p>The BE will first develop a comprehensive Project Plan, including:</p> <ol style="list-style-type: none"> 1. The detailed design for the selected configuration 2. The 20-year Operations and Maintenance Plan 3. The Financing Plan 4. The Procurement Plan 5. A proposal for a project coordination structure 6. A Monitoring & Evaluation Plan. <p><u>Detailed design for the selected configuration</u> All design aspects of the selected configuration will need to be specified up to Detailed Design level (<i>Avant-Projet Détaillé</i> or APD).</p> <p><u>Operations and Maintenance Plan over a 20-year period</u> The Operations and Maintenance Plan will include requirements for organization, personnel, equipment, recurring maintenance and reinvestments for infrastructure developed over a 20-year period.</p> <p><u>Financing plan</u> The Financing Plan will be based on the results of consultations conducted by D2B and/or the Government of Mali with the funding institutions interested in co-financing the implementation of PRESAEP-CS. If necessary, D2B may consider involving the BE in some of these consultations.</p> <p>The Financing Plan should describe the financing commitments of each financial partner, the agreements reached between the partners on procedures and disbursements, and the coordination structure necessary to implement the co-financing agreements.</p> <p><u>Procurement Plan</u> All the work and services required to implement PRESAEP-CS will be structured in a Procurement Plan (PP), which will specify the program of each batch to be put on the market. The PP will also specify, for each lot, the method of procurement (open procedure, restrictive procedure, etc.), the type of contract (by specifying the type of</p>
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	<p>contract according to FIDIC or an equivalent model), as well as the national and international requirements in force.</p> <p><u>Project Coordination Structure Proposal</u> The BE will develop a Project Coordination Structure based on consultations with project partners. The proposed structure will specify the organizations and procedures involved:</p> <ul style="list-style-type: none"> • first, in evaluating applications and bids for lots included in the PP • secondly, in coordinating the implementation of the project. <p>The BE proposal will also define the role of Project Management Assistance (AMO) (see Task 4.3).</p> <p><u>Monitoring & Evaluation Plan</u> The BE will develop a Monitoring and Evaluation (M&E) Plan, building further on the Baseline Study and the Theory of Change previously developed in Task 2.2.</p> <p>The M&E Plan defines clearly how to monitor and evaluate the project activities in the implementation stage. The M&E Plan will include:</p> <ul style="list-style-type: none"> • A brief project description, including Project Objectives and Theory of Change • M&E indicators (process and outcome indicators) • Data Collection Methods and Timelines • Roles and Responsibilities (description staff member's role in M&E data collection, analysis, and/or reporting) • Reporting (data, analysis and results) • Dissemination plan (description of how and when M&E data will be disseminated internally and externally).
<p>4.2 ESIA/ESMP reports (to be submitted to the competent authorities)</p>	<p>The preliminary ESIA, previously conducted during Task 2.3 for the various configurations envisaged, will be elaborated in more detail for the intervention in its final configuration. Based on the full Environmental and Social Impact Assessment, an Environmental and Social Management Plan will be developed, including an inventory of all affected assets and persons and mitigation, restoration and/or compensation costs.</p> <p>The ESIA and ESMP will be developed in accordance with the standards defined by IBRD/IDA (see Task 3.3.) and included in the full Project Plan developed during Task 4.1. Monitoring the implementation of the ESMP will deserve special attention, and should be taken into account when defining the role of Project Management Assistance (see Task 4.3).</p>
<p>4.3 Tender documents for Project Management Assistance (AMO)</p>	<p><u>General Standards for all tender documents</u> The BE will develop the Terms of Reference (<i>Termes de Référence</i> or TDR) and the tender documents (<i>Documents d'Appel d'Offres</i> or DAO) for all Work Packages, as well as Requests for Proposals (<i>Demandes de Propositions</i> or DP) for Project Management Assistance (<i>Assistance à Maîtrise d'Ouvrage</i> or AMO), Supervision</p>

<p>4.4 Tender documents for Works</p> <p>4.5 Tender documents for Supervision</p> <p>4.6 Tender documents for Capacity Building of the Operator</p>	<p>(<i>Maîtrise d’oeuvre</i> or MOE), and Capacity Building, in accordance with the specifications of the PP (see Task 4.1). These ToR and tender documents will be compatible with international standards and national regulations for works and project management of water projects, and for the required consulting services.</p> <p>The tender documents must include (non-limiting list):</p> <ul style="list-style-type: none"> • Tendering procedures <ul style="list-style-type: none"> ○ Instructions to bidders ○ Evaluation and qualification criteria ○ Procurement forms • Requirements: <ul style="list-style-type: none"> ○ TDR specifying the scope of the activities requested ○ Technical specifications ○ Qualifications ○ How bidders are selected • Contractual terms and form of contract • All relevant information, such as: <ul style="list-style-type: none"> ○ Phases 2, 3 and 4 studies ○ For Task 4.3 only: plans, diagrams, bills of quantities, costs estimates.
	<p><u>Specific standards for Project Management Assistance (AMO)</u></p> <p>The AMO will provide support to the Competent Authority during the implementation phase. This support will be provided by an international consultant to coordinate the execution of the work packages, the supervision and the services described in Tasks 4.4, 4.5 and 4.6. This coordination will be regulated by a procedure manual, which will be developed by the BE. This procedure manual will be included in the tender documents for the AMO.</p>
	<p><u>Specific standards for capacity building of the operator</u></p> <p>The scope of the capacity building programme is to provide the future operator(s) with the level of capacity required for the proper management of the drinking water systems, after their rehabilitation and extension. The capacity building programme will begin during the implementation phase and will continue for the first two years of the operation and maintenance phase of the new systems.</p>

COPIL4

The BE will present the final results of the D2B Studies during COPIL4, for discussion and validation by the Steering Committee.

The BE will have to send the ESIA/ESMP reports to D2B **at least four weeks** before COPIL4. During this period, these reports will be reviewed and D2B will provide an opinion for the Steering Committee. The BE will also incorporate all the observations received upstream and during COPIL4 in the ESIA/ESMP reports,

which will then be submitted to the Competent Environmental Authority in Mali (DNACPN).

2.6 Lots

Due to the integral nature of the D2B Studies, and the structural interactions during the execution between the Contractor and all other parties involved, this invitation to tender has not been subdivided into separate lots.

The Contracting Authority intends to sign a contract with only one Contractor.

2.7 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 2 years, including a unilateral option for the Contracting Authority to extend the contract by 1 year.

2.8 Duration and planning of the studies

The duration of D2B studies is estimated at 18 months (excluding phase 5).

The proposed execution period is June 2022 to November 2023. The planning includes four successive phases:

- Launch
- Orientation and choice of final area of intervention
- Feasibility studies for the selected intervention
- Finalisation of project documentation and tender documents

The Tenderer must propose a detailed planning, taking into account the study coordination structure described in Section 2.4. The Tenderer is authorized to propose a study period shorter or longer than 18 months. In this case, he will explain why he proposes a different duration.

The duration of the contract exceeds the estimated duration of the studies (see section 2.7), allowing to reschedule the planning in the event of a delay in the execution phase.

2.9 Scope modification

It is possible that the services specified in the contract, or the position of the Contracting Authority and/or the position of the Participating Parties may change as a consequence of new information or in the event of political, budgetary, administrative or organisational developments. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

If the Contractor foresees obstacles in the execution of the services specified in the contract as a result of any circumstance, he must inform the Contracting authority as soon as possible. If, in his opinion, the execution cannot be performed, or not 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 already engaged in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.

2.10 Safety situation

The assignment takes place in Mali. The current safety situation according to the Dutch Ministry of Foreign Affairs can be found on the website of the Dutch Government. In case the safety situation doesn't allow local travel, it may be decided to postpone parts of the project or to adapt the execution of some project activities. We advise the tenderers to follow the safety advise of their respective countries. Further information on technical assistance contracts to be executed in an area with security risks can be found in annex 7.

3. Requirements to this assignment

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

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

3.1 Requirements relating to the Tender and the Services

3.1.1	<p>The Tender must clearly describe the approach and methodology for the execution of the assignment, including the following specifications.</p> <ul style="list-style-type: none"> • Planning of the activities; • Description of the deliverables; • Project budget, including number of working days per expert and per activity; • Coordination Plan; • Estimation of total costs per activity; • Disbursement Schedule.
3.1.2	<p>The description of the deliverables shall indicate, for each task, the expected results and the way these results will be reported to the Contracting Authority, the Coordination Unit, and the Steering Committee.</p>
3.1.3	<p>The Tender must include a detailed planning, taking into account the study coordination structure described in Section 2.4. The Tenderer is authorized to propose a study period shorter or longer than the estimated period of 18 months. In this case, he will explain why he proposes a different duration.</p>
3.1.4	<p>The supporting documentation for coordination meetings with the Steering Committee must be sent at least two weeks before the meetings to the Contracting Authority and the Coordination Unit. Comments provided to the Consultant before and during a coordination meeting must be processed within two weeks after the meeting.</p>
3.1.5	<p>The Terms of Reference for the ESIA and the reports of the final ESIA and the ESMP will be sent to the Contracting Authority at least four weeks before respectively the third coordination meeting (COPIL3) and the fourth coordination meeting (COPIL4).</p>
3.1.6	<p>In case reports or other deliverables are not accepted, with reason, by the Contracting Authority, the Coordination Unit and/or the Steering Committee, the Contractor will bring the necessary adaptations without impacting the general planning.</p>
3.1.7	<p>All reports and all other documentation elaborated or adapted by the Contractor must be delivered in electronic version to the Contracting Authority and to the Coordination Unit. The Coordination Unit will take care of the further dispatching of these documents to the members of the Steering Committee and other interested parties.</p>

3.1.8	All intermediary and final reports will be written in the French language. The final reports must contain an English summary.
3.1.9	The requested Coordination Plan includes 5 coordination meetings. There will be a kick-off meeting and 4 Steering Committee meetings, which will take place approximately every four months.
3.1.10	The Competent Authority will set up a Coordination Unit, which will be in charge of the coordination activities of the D2B Studies, and facilitate the work of the Contractor. In particular, this Coordination Unit will provide the Contractor with all the documents, maps, reports and other documents available and useful for the D2B Studies. The Competent Authority will provide the Contractor with full access to its infrastructure and staff, in order to allow a good understanding of the functioning of the infrastructure and of the context of the project. The project office of the Contractor must also provide an adequate working environment (offices and equipment) for the staff of the Coordination Unit (about 5-6 people), at the expense of the Contractor.
3.1.11	During the execution of the assignment, all activities and communications will take place in French, unless otherwise specified in these Terms of Reference or at a later stage by the Contracting Authority.

3.2 Requirements relating to the Project Team

By submitting the tender, the Tenderer declares that it is willing and able to respond flexibly within the budget offered, should it become apparent at any time that additional expertise not related to a change in project scope is required. A change in the team is always submitted to the client for approval.

The Contractor guarantees the necessary commitment and availability of the consultants proposed in his tender during the term of agreement, and in the event of a loss of project team members insures timely replacement by employees with a similar profile so that the planning and lead times of the project are not jeopardized. Risks of failure and costs for replacement are for the account and risk of the contractor.

Nr.	Requirements to the Project Team
3.2.1	The Contractor must propose a project team including full time and/or part time personnel, suitable for the assignment (see table with the desired profile of the Key Experts in section 5.2.2).
3.2.2	The Tender must specify the names, functions, responsibilities, etc. of the proposed team of Key Experts, and it must include their CVs (see Annex 6).
3.2.3	The Key Experts shall demonstrate their proficiency in spoken and written French. For non-native speakers, a proficiency level of at least B2 is required (though C1 is preferred), according to the Common European Framework of Reference for Languages, or an equivalent scheme. At least two Key Experts must demonstrate proficiency at level C1 or equivalent.
3.2.4	The Key Experts must consist of: <ul style="list-style-type: none"> • a Team Leader • a Deputy Team Leader • a Financial and Economic Specialist • an Environmental & Social specialist

	<ul style="list-style-type: none"> • an Electromechanical Engineer <p>Please note:</p> <ul style="list-style-type: none"> • The Team Leader is part of the project team. The Team Leader can also fulfil one or more of the qualifications in the team. However, this is not mandatory. • Different fields of expertise can be combined in one person. • The expected level of qualifications of the Key Experts is elaborated in section 5.2.2.
3.2.6	The Contractor guarantees that the proposed Project Leader will be effectively available for carrying out his part of the assignment, unless a force majeure has occurred.
3.2.7	The Contractor must provide support staff through Additional Experts and his Back-Office, but the profiles of such staff will not be individually scored during the evaluation of the offers. The Contractor must submit the CV's of the support staff for validation by the Contracting Authority and the Competent Authority within a minimum period of one month prior to their mobilisation. In case one of the proposed CV's is not approved, the Contractor must propose a new CV. An indication of the profiles and of the expected level of qualifications of the Additional Experts is given in section 5.2.2.
3.2.8	In case of the replacement of one of the Key Experts or Additional Experts, the Contractor must submit the CV of the replacement expert for validation by the Contracting Authority and the Competent Authority within a maximum period of two weeks after the announcement of the replacement. In case the proposed CV is not approved, the Contractor must propose a new CV.

3.3 Requirements relating to Security Risks

3.3.1	The Contractor has internal safety management procedures. He will provide a description of his stand-by and crisis management system.
3.3.2	The Contractor has a support and repatriation contract for services provided abroad by his employees. He will provide the justifying certificate.
3.3.3	In the case of a consortium, all experts based outside Mali must be covered by a contract of assistance and repatriation.

Please note: If the Contractor considers that the physical integrity of his personnel, in connection with the performance of the Contract, is seriously and imminently threatened, he will have full discretion to suspend the execution of his mission in accordance with the Special Conditions of Contract for Studies and Technical Assistance to be performed in an area with security risks (see Annex 7).

3.4 Requirements relating to Project Coordination

3.4.1	The Contractor must periodically inform the Contracting Authority on the progress of the execution of the D2B Studies, at least once every three months.
3.4.2	The Contractor will inform the Contracting Authority immediately in case he expects a negative impact on the results of the assignment, for instance because one or more tasks cannot be executed according to the planning, or with the due attention or expected accuracy, or according to the agreed methodology.
3.4.3	The Contractor can propose modifications of specific aspects of the original agreement, with a clear statement of the modifications proposed, the reasoning behind the proposed modifications

	and their consequences. The Consultant is entitled to deviate from the original agreement about the (end) products and related services to be delivered after consultations with the Coordination Unit and the Steering Committee, and after written consent of the Contracting Authority.
3.4.4	The Contractor is fully responsible for the structured execution of the D2B Studies, and he will keep an overview of the progress of each task, including the status of deliverables and the actual usage of project resources. Upon request of the Contracting Authority, the Consultant must quickly produce a complete, actual and accurate progress overview.
3.4.5	The Contractor will maintain proactive relationships with other projects, initiatives and activities related to drinking water supply in the project area. If appropriate, he will integrate the relevant external elements in the D2B Studies.

3.5 Requirements relating to the prices/rates

3.5.1	The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the annex entitled 'Prices and Rates' (Annex 2).
3.5.2	The Tenderer is not permitted to offer a zero or negative rate. This also applies to individual elements. Moreover, discounts are not allowed, or should be internalised in the final prices and rates.
3.5.3	The rate is fixed up to a maximum of € 1,000,000,- (1 Million Euros) for the duration of the agreement and cannot be indexed. The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties.
3.5.4	The prices/rates must be all-inclusive and stated in Euros (€). In any event, they must include all of the following: wage costs, overhead (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). Extra cost and/or charges under any name above the price offered are legally not owed by the Contracting Authority.

3.6 Tax-related requirements

3.6.1	The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (<i>Belastingdienst</i>) or other tax authorities.
3.6.2	The Tenderer must quote the prices according to the following structure: <ul style="list-style-type: none"> • the amount excluding Dutch VAT and any VAT due outside the EU • the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and • the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
3.6.3	If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
3.6.4	You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.6.5	You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
3.6.6	You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
3.6.7	Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. For extra certainty in this matter , you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M). If you submit a statement from the tax inspector within 30 days of the award of the Contract that specifies that a different VAT rate applies, then the contract price will be increased to include the applicable VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
3.6.8	If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You must 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.

3.7 Invoicing requirements

3.7.1	The following payment schedule applies: <ul style="list-style-type: none"> • Advance Payment: not higher than 15% of the Contract value, payable after Contract signing; • Intermediary Payments: according to the approved Disbursement Schedule, based on a proposition of the Tenderer; • Final Payment: not lower than 10% of the Contract value, payable after completion and acceptance of the full assignment by the Contracting Authority.
3.7.2	Invoices must be sent per mail in pdf-format. Please note: <ul style="list-style-type: none"> • You must send only one invoice per pdf-document • You must send a separate e-mail for each invoice • Invest International Public Programmes B.V. has a term of payment of 30 days after receiving the invoice
3.7.3	State the delivered service or product, with the correct quantities and rates and the total amount in EUR and excl. VAT
3.7.4	Invoices should be addressed to Invest International Public Programmes B.V., and stating the project number and PO number, which will be disclosed in the contract.

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'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

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

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

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

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

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

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

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' 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 French version of paragraph 4.3 is given for information in Annex 9.

The reference version for these Terms of Reference is the English version of paragraph 4.3.

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 he 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 most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. that he 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.

Evidence should not be submitted with the offer, but provided only once requested.

Proof of the economic and financial standing of the Tenderer may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the Tenderer is established;

- c. a statement of the overall turnover of the Tenderer and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the Tenderer's entity was set up or effectively started, as far as the information on these turnovers is 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 Staff (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer declares that the number of staff currently working in the fields related to this tender is at least 10 persons. This must be demonstrated for each of the years 2021, 2020 and 2019.

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

Evidence should not be submitted with the offer, but provided only once requested. The requested evidence must include proof that the Tenderer has sufficient staff members currently working in the fields related to this call.

The Tenderer could provide such evidence in the form of CVs, giving clear evidence of the involvement and role of the staff in the fields related to this tender for the years 2021, 2020 and 2019.

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his profession. 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 compulsory 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 should not be submitted with the offer, but provided only once requested.

In order to establish the legal validity of the signed statements, declarations and other evidence, it is compulsory 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 consortium must provide the aforementioned evidence separately.

5. Award Criteria and Assessment

The French version of Chapter 5 is given for information in Annex 9.

The reference version for these Terms of Reference is the English version of Chapter 5.

5.1 Introduction

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

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

40 points maximum	Quality of the key experts
50 points maximum	Quality of the proposed approach
10 points	Total price offered (excluding all taxes)

In order to qualify, offers must obtain at least 60 points for the quality criteria, for which a maximum of 90 points can be obtained. Qualifying offers (scoring at least 60 points for the quality criteria) will also be assessed on the total price offered, for which a maximum of 10 points can be obtained.

The offer with the highest score, based on the sum of the points obtained for the quality criteria and for the price offered, will be selected.

5.2 Quality Criteria

5.2.1 Award criteria relating to the Quality of the Key Experts

In the table below you may find the desired qualifications of the different key experts that should be present in the project team for this assignment.

Key experts	Desired Qualifications
Team Leader	<p>The Team Leader is an international drinking water expert (preferably a civil engineer, water engineer, hydrogeologist or hydrologist having a university degree or similar.)</p> <p>The Team Leader preferably has at least 10 years of general international experience in the field of technical assistance, studies and/or supervision of hydraulic works and civil engineering.</p> <p>The Team Leader should have carried out, as a project leader or within an expert team, at least 2 projects in Sub-Saharan Africa. Previous experience in Mali is an asset.</p> <p>The Team Leader should have proven leadership skills, a proven track record in communicating in French and in drafting reports in French, and demonstrate to be able to work in a multidisciplinary team and in a multicultural environment.</p>
Deputy Team Leader	<p>The Deputy Team Leader is preferably an international or national drinking water expert (preferably a civil engineer, water engineer, hydrogeologist or hydrologist) having an university degree or similar.</p>

	<p>The Deputy Team Leader preferably has at least 10 years of experience in managing projects and feasibility studies in the drinking water sector.</p> <p>The Deputy Team Leader should have a proven track record in communicating in French and in drafting reports in French.</p>
Financial and Economic specialist	<p>The financial and economic (F&E) specialist is an international or national expert having an university degree or similar.</p> <p>The F&E specialist preferably has at least 10 years of experience in financial modelling (cash-flow modelling) and cost-benefit analysis.</p> <p>The F&E specialist has experience in financial and economic analysis of drinking water projects in developing countries, including also household surveys, tariffs studies and viability gap analysis.</p>
Environmental and social specialist	<p>The Environmental and Social (E&S) specialist is an international or national expert having an university degree or similar.</p> <p>The E&S specialist preferably has at least 10 years of experience in conducting Environmental and Social Impact Analyses and in developing Environmental and Social Management Plans according to international standards (World Bank Performance Standards).</p> <p>The E&S specialist should be able to demonstrate experience in conducting an ESIA, an ESMP and a RAP (Resettlement Action Plan) according to the national requirements in Mali (registered local ESIA expert).</p> <p>The E&S specialist should have a proven track record in communicating in French and in drafting ESIA/ESMP reports in French.</p>
Electromechanical engineer	<p>The electromechanical engineer is an international or national expert having an university degree or similar.</p> <p>The Electromechanical engineer preferably has at least 10 years of experience in electromechanical design of hydraulic projects, preferably in the drinking water sector.</p> <p>The qualities of communication of the Electromechanical engineer in French, as well as a previous experience in Sub-Saharan Africa are assets.</p>

The key experts of the project team will be assessed based on, among other things, the CVs supplied. Points will be awarded according to the extent to which the qualifications of the proposed key experts match the desired qualifications of the profiles set out in the table above, up to a maximum of **40 points**. The points are divided in the following manner:

Max. 40. of points available	Assessment aspects
14	Team Leader
8	Deputy Team Leader
6	Financial and economic specialist
6	Environmental and social specialist
6	Electromechanical engineer

Note:

The Contractor must provide support staff through Additional Experts and his Back-Office, but the profiles of such staff will not be individually scored during the evaluation of the offers .

The desired level of qualifications of the Additional Experts is given in the table below. This table contains indications of the expected level of qualifications of the Additional Experts, and their list is not limited to these preliminary profiles. The additional profiles needed for the execution of the assignment will be defined at a later stage, during implementation, and in concertation between the Contracting Authority, the Competent Authority and the Contractor (see also requirement 3.2.7).

Additional Experts	Expected level of qualifications
<p>Hydrologist/ civil engineer/ drinking water specialist/...</p>	<p>This specialist is an international or national expert bringing specific skills and expertise, additional to those of the proposed Team Leader and Deputy Team Leader (for instance an hydrologist, a civil engineer, or a drinking water specialist with a particularly useful profile for this assignment).</p> <p>The specialist has a university degree and preferably at least 10 years of experience. Previous experience in Sub-Saharan Africa and a proven track record in communicating in French and in drafting reports in French are assets.</p> <p>The Tenderer might decide to involve more than one Additional Expert with complementary profiles for this assignment.</p>
<p>Procurement expert</p>	<p>The procurement expert preferably has at least 5 years of experience in the preparation of tender dossiers under FIDIC and/or World Bank standard conditions of Contract, or equivalent.</p> <p>The Procurement expert is able to take the Malian national regulation for public procurement into account.</p> <p>The Procurement expert shall have a proven track record in communicating in French and in drafting tender documents in French.</p>
<p>Institutional expert</p>	<p>The Institutional Expert should have a university degree (preferably in public law or business law or similar) and at least 10 years of general experience in the field of institutional and legal support, analysis of legislative and regulatory frameworks, delegation of public service, and capacity building and knowledge transfer.</p> <p>The Institutional expert should demonstrate specific experience with conducting at least two projects of institutional support to a public authority in Sub-Saharan Africa for the improvement of their institutional, legislative and regulatory framework.</p> <p>Previous experience in Mali would be an asset.</p> <p>The Institutional expert must have excellent leadership skills and multidisciplinary teamwork skills and a capacity for training and knowledge transfer.</p> <p>He/she should have a proven track record in communicating in French and in drafting reports in French.</p>
<p>Topographer, geotechnician, etc.</p>	<p>The Tenderer will mobilise all technical expertise necessary to carry out the studies, in support of the team of key experts. Support technicians must have at least 5 years of experience in their field (topographer, geotechnician, etc.).</p>

5.2.2 Award criteria relating to the Quality of the Proposed Approach

Max. no. of points available	Assessment aspects
50	<p>The proposed approach must be consistent with the requested services and address relevant aspects, such as:</p> <ul style="list-style-type: none"> • comprehension of the assignment • fulfillment of the objectives and tasks of the assignment • vision on the involvement of Contracting Authority, Malian Government counterparts and other stakeholders • practical setup of the collaboration with all of them • organisation of the execution of the tasks • personnel and costs involved per activity • planning of activities with their duration and interrelations • project management including a risk analysis and mitigation measures • budget specification (which must be complete, detailed, transparent and realistic) • efficiency of the use of resources for carrying out this assignment, etc. <p>The Tenderer is invited to use examples of own projects, recently carried out and with contents similar or relevant to this assignment, possibly also in a similar or relevant context, in order to explain why and how you the proposed approach will deliver the requested services.</p>

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

Max. no. of points available	Assessment aspects
10	The total offered price exclusive of Dutch VAT

5.4 Assessment method for qualitative award criteria

The following scale will be used for the evaluation of the qualitative criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
More than adequate	70%
Adequate	60%
Not fully adequate	50%
Weak	40%
Very weak	30%
Poor	20%
Very poor	10%
No information provided	0%

5.5 Assessment of preferences in relation to prices/rates

The price offered will be assessed as follows:

- Offers with a price above the stated maximum of € 1,000,000,- (excluding Dutch VAT) will be excluded
- Offers with a price equal to the stated maximum of € 1,000,000,- (excluding Dutch VAT) will receive a price score of 0 points
- Offers with a price equal to or lower than € 900,000,- (excluding Dutch VAT) will receive a price score of 10 points
- Offers with a price between € 900,000,- and € 1,000,000,- (excluding Dutch VAT) will receive a price score calculated according to the following formula:

$$\text{Price score} = (\text{HP} - \text{QP}) / 10000$$

Where

HP = maximum price of € 1,000,000,- (excluding Dutch VAT)

QP = total price quoted according to Annex 2 (excluding Dutch VAT)

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

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.

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the sub-criterion *Quality of the Key Experts*. 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 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 20 (twenty) 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 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 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 procurement@investinternational.nl

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 (for free). Calling from abroad? +31 70 379 88 99 or via servicedesk@tenderned.nl. You can also consult the eHandbook via [TenderNed for foreign businesses | TenderNed](#).

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.

7.4 Questions and additional information/changes

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

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [Submitting a tender in an open procedure | TenderNed](#)

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

Answers from the Tendering Authority

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

7.5 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.

7.6 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

7.7 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.

7.8 Termination of tendering process

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

7.9 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.

7.10 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).

7.11 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.

7.12 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 to grievances@investinternational.nl. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.13 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.

7.14 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.

For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit

<https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.

Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.

The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.

The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.

In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899.

If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.

Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.

The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.15 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
Annex 2	Prices and rates included in the quotation	Add to TenderNed
Annex 6	Format for CV Summary	Add to TenderNed

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

7.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorised representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorisation to represent the organisation, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts, as an alternative to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.17 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.

7.17.1 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 his 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.

7.17.2 Tendering as a principal contractor together with subcontractors

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

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

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

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

7.18 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.

7.19 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.

7.20 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English. The Tender must be submitted in English.

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

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

7.21 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.

7.22 Contract conditions

The draft Contract, the corresponding General Government Terms and Conditions, and Special Conditions of Contract for Assignments in Areas with Security Risks are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

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

7.23 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.

7.24 Request for supplementary information concerning the Tender

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

7.25 Announcement of the award of the Contract

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

7.26 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.

7.27 Interest in relation to the judgement

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

Annexes

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

Annex 1	European Single Procurement Document
Annex 2	Prices and Rates
Annex 3	Draft Contract
Annex 4	ARVODI-2018
Annex 5	Complaints Procedure
Annex 6	Format for CV Summary
Annex 7	Special Conditions of Contract for Assignments in Areas with Security Risks
Annex 8	Plan de Formulation PRESAEP-CS (in French)
Annex 9	Tender Document PRESAEP-CS with partial French translation
Annex 10	Rapports d'état des lieux, centres de Barouéli, Bla, Dioïla, Kadiolo, Kenièba et Yanfolila (in French)