

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

Date: 2 September 2021

In this memorandum of information, the contracting authority provides answers to the questions asked and remarks posted in the context of the above-mentioned European tender. This memorandum of information forms an integral part of the tender document.

Attention: The deadline for submission is extended to Wednesday 22 September 2021, 13.00 Hrs.

	Paragraph from the tender document	Question	Answer
1		De 'aankondiging van een opdracht' stelt onder IV.2.4. dat de talen die mogen worden gebruikt bij het indienen van inschrijvingen of aanvragen tot deelneming enkel Nederlands is. Het tender document geeft echter aan dat dit Engels moet zijn. We nemen aan dat het tender document leidend is?	Tender document is leidend.
2		There is no payment schedule included, please confirm the tenderer is eligible to propose a payment schedule of the budget proposed.	Confirmed.
3	3.1.2.	What kind of proof is required to show language proficiency at C1 level and is this required for both English and French? Are all experts that are not able to show such proof but are nonetheless fluent in both French and English automatically disqualified?	For the team leader and deputy teamleader : For non-native speakers and for both languages a CEFR language certificate is required. Do not submit proof together with the Tender – only submit when requested by the Tendering Authority.
4	3.1.2	The ToR states that proof is required to show language proficiency. We have multiple experts who work frequently in both English and French language settings and are sufficiently proficient in these languages. Are you prepared to drop your request for proof of language proficiency for such experts?	For other positions than team leader and deputy team leader other credible proof (e.g. workexperience) of language proficiency is accepted.
5	3.1.1.	The ToR states: "The Contractor will submit a draft final report within 4 weeks after the agreed completion date of the project" and goes on to state in the next bullet: "A draft final report is delivered within 6 weeks after the end date of the project". Is it 4 or 6 weeks?	<i>4 weeks. The draft final report is expected within 4 weeks of the completion date. The Final report within two weeks after receiving comments to the draft final report</i>
6	3.1.1.	The ToR states: "Prior to delivery of a final version of a report the	We aim for two weeks, unless stated

		Contractor submits a draft final report to the Contracting authority, that will allow the Contracting authority to comment this draft final report. In your planning the Contractor reserves a two week period to allow for comments to be provided by the contractor and processing of these comments into the report (4 weeks total)". Do we understand correctly that comments will be provided within 2 weeks and that the contractor (i.e. the consultant) will then have 2 weeks to integrate these? If yes, do you expect two weeks to be sufficient time for this? The NCEA usually employs a review period of 6 weeks, will they also provide comments within 2 weeks?	otherwise
7	3.1.1	Will comments on the deliverables be provided in a consolidated way (meaning at one time, in one form, checked against each other to ensure that there are no conflicting comments and checked to ensure that all comments provided by other reviewers are supported by the contractor?	Correct.
8	3.1.1	The ToR states: "In your planning the Contractor reserves a two week period to allow for comments to be provided by the contractor and processing of these comments into the report (4 weeks total)". In other parts of the ToR, the contractor is understood to mean the Consultant, i.e. the party that will implement this assignment. In this sentence, it seems as if it is used to mean the Contracting Authority. Please clarify.	Here the sentence should read: "In your planning the Contractor reserves a two week period to allow for comments to be provided by the contracting authority and processing of these comments into the report (4 weeks total).
9	2.4.2. Task 1.3	The task description of this task only mentions updating of the participation plan but nothing about implementation of that plan or how that relates to task 1.1 and 1.2. Is the description of this sub-task complete? Please elaborate.	This task refers to the bullet point under Task 1.1 : Determination of roadmap including communication / participation plan established and public announcement of SEA preliminary screening
10	2.4.2. task 2.5	The ToR states: "On the basis of this analysis, and with the results of the mid-term communication workshop, the Contractor (design office) will write the final report, including all the activities to be carried out, conclusions drawn and recommendations made for the full SEA". Is the outcome of this sub-task the final SEA or a report with recommendations for the full SEA as stated in this sentence?	The outcome is the final SEA.
11	2.4.4.	The ToR includes as a result: "Communication workshop on the process of development and selection of scenarios organized at the end of task 2.1". Workshop 2 is part of task 1. Workshop 3 is at the end of task 2.5. So this is a different workshop from the numbered workshops?	The workshop concerning task 2.4 and 2.5 is the same.
12	2.4.4.	The ToR under 2.4.4 states: "Phase 3 should be considered as the detailed development of the solution developed in the previous phase and should no longer require a lot of additional data gathering and design and analysis work". However, the task description of task 3.2 states	Most of data collection will have been taken place in the previous phases. Some additional data collection might be necessary for the APS, which is a more detailed design

		“Technical, environmental and socio-economic data required as a baseline study for the implementation of the preliminary design phase (French: APS) and the following economic and financial study will be collected and analyzed in cooperation with the expertise provided by local knowledge partners”. Please clarify if data should be collected in phase 3.	for the project in phase 2.
13	2.4.4. task 3.2	Under the deliverables the outcome of this task is called a ‘summary design study’, however, the task description does not include any design work... Please clarify.	The outcome is what is called in French: APS (Avant Projet Sommaire). This includes some design work.
14	2.4.2 task 3.1	This task is called “ESIA on the level of detailed pre-feasibility”. Can you elaborate on the level of detail that is meant with ‘detailed pre-feasibility’?	Correction: The ESIA is elaborated for the APS in question, at feasibility level.
15	2.4.2. task 3	At this stage it is unknown what kind of measures will be covered in the feasibility study, ESIA and tender documents. Can you elaborate on how the scope of this task will be demarcated (i.e. will it cover one single infrastructural measure, a set of measures etc.) so that the Contractor can prepare a realistic budget estimate for this task?	At the end of phase 2, a project is selected for which the feasibility study will be developed in phase 3. The exact nature of the project is not yet known but it will be “public infrastructure’
16	2.4.2. task 3	None of the sub tasks of task 3 covers the analysis of the technical feasibility of the preferred scenario. Is there a reason why this is omitted? If so, can you please explain?	The analysis of the technical feasibility is assumed to be part of Task 3.
17	2.4.2	The ToR includes as a result: “The SEA finalized, including the results of the scenario workshop. Results documented and submitted to ABE for evaluation and approval (workshop 3)”. In this sentence it seems as if workshop 3 is with ABE for evaluation and approval of the SEA results. But under task 2.5 it is mentioned as a communication workshop with all stakeholders to communicate about the scenarios and setting up and implementing a process for selecting the preferred scenario. Please explain what workshop 3 is for.	Both results are presented in the same workshop. The purpose of phase 2 is the simultaneous development of scenarios, the selection of a preferred scenario plus the final SEA.
18	2.4.2. Task 2.5	The ToR refers to a mid-term communication workshop. Is this part of the numbered workshops or a separate workshop?	A separate workshop. The process under 2.4 and 2.5 will require regular meetings with stakeholders. These meetings can be in the form of a workshop. The numbered workshops are essential moments in planning and decision making.
19	2.4.2. Task 2.5	The ToR states: “The complete description of the activities to be carried out (using the basis of the framework of selected key performance indicators, the results obtained so far and the studies and documents available) and a preliminary analysis of the alternative solutions of the activities to be carried out for the full SEA (French EES) are updated”.	The phrase essentially means that the final SEA makes use of the updated available information.

		This sentence is confusing, can you please explain what is meant?	
20	2.4.2. Task 2.5	The ToR states: "The ToR for these exercises must be submitted to the ABE for prior approval". Is this ToR not in the scoping report of task 1.2?	Indeed, it is.
21	2.4.2. Task 2.5	What is the SEA updated from, considering that no previous version of a SEA is requested (only a scoping report) in previous tasks?	There is no update of SEA requested, but a full final SEA.
22	2.4.2. Task 2.5	Can it be clarified what is meant with the 'pre-feasibility level' of the SEA?	Voldoende data for the prefeasibility
23	2.4.2 task 2.4	The ToR states: "Produce a summary of the proposed alternative scenarios for submission to a stakeholder workshop". Is the workshop mentioned here one of the numbered workshops or is it an additional workshop?	One of the numbered workshops.
24	2.4.2 task 2.4	The task description gives some guidance to what should be considered in the process, but otherwise includes nothing on what is expected from the evaluating of alternative solutions. A stakeholder workshop is mentioned: is the evaluation expected to be done jointly with key stakeholders in that workshop? Or should the consultant provide an evaluation based on data gathered and scoring of the KPIs which is subsequently discussed in this workshop? Or is the methodology consciously left entirely open for the consultant to propose?	The consultant will propose a methodology taking into account the parallel process of evaluating alternative solutions and developing the SEA under tasks 2.4 and 2.5
25	2.4.2 task 2.3	The ToR states: "Based on the above (needs analysis and task 1.1". This implies that a needs analysis is already part of previous tasks, but such an activity is not mentioned anywhere. Please explain.	This is mentioned under task 1.2: Facilitate the inventory of the role and mandate of the institutions involved in future project development options and, based on their expertise in training and research, facilitate the inventory of related capacity building needs.
26	2.4.2. Task 2.2	The ToR states: "This task also includes (...) an analysis of the possibilities and risks of applying the public-private partnership or joint venture model for different commercial options for exploiting the ecosystem services of the water body and of the land area as far as this directly depends on these services". What is meant with 'as far as this directly depends on these services'?	This phrase should be read as follows: "This task also includes a study of the sand market and an analysis of the possibilities and risks of applying the public-private partnership or joint venture model for different business options for exploiting ecosystem services in the water body."
27	2.4.2. Task 2.2	The ToR states: "An analysis, based on the framework of the selected and agreed key performance indicators, should facilitate the comparison of the financial and economic viability of the alternative solutions". Does this sentence refer to the analysis done under task 2.4 or is a second,	The sentence refers to the analysis under task 2.4

		separate analysis expected under task 2.2?	
28	2.4.2. Task 2.2	The ToR states: "For the selected scenarios, the socio-economic and financial cost-benefit analysis of the project with alternative solutions as well as influence on important components of the project must be made, including a preliminary version of the financing plan for the works concerned". Can you clarify the exact scope of the activities mentioned in this sentence?	The aim of the analysis in task 2.2 is to prepare the cost-benefit of alternative solutions. These will be presented under task 2.4 and support the decision making for the best scenario.
29	2.4.2 task 1.1	The ToR states: "These tasks , following from Workshop 2, are implemented in the context of continuous discussions with stakeholders on the results obtained, the conclusions to be drawn and the policies defined for the continuation of the process.". Which are 'these task' which is referred to? Does this sentence mean to convey that task 2.1 is expected to be an iterative (and hence time and resource consuming) process?	The tasks referred to are the studies, evaluations, assessments as indicated under task 2.1 . The context referred to is the iterative process with stakeholders to evaluate certain scenarios.
30	2.4.2. task 2.1	The ToR states: "In addition, this study contains an analysis of the associated risks and a preliminary operation and maintenance plan". Is the risk analysis meant to focus on the risks associated with the selected scenarios? What is the subject of the operation and maintenance plan? Should this cover O&M of all selected scenarios or just the preferred scenario (which has not be determined at this stage)?	The risk analysis refers to the 3 bullet-point above the quoted phrase, but especially to the 3 rd bullet-point where the communication with local stakeholders takes place and the assessment of adv/disadvantages. The said assessment is expected to result to the identification of risks, not only in the light of the future implementation project/scenario but in the long term, while the O&M phase runs. It is also expected that the different scenarios with their adv/disadvantages will have different risk profiles. All the above information will serve as the foundation for assessing the proposed scenarios and the selecting the preferred one.
31	2.4.2. task 2.1	The ToR states: "The task includes to finalize (inventory and evaluation) studies". Are these studies also expected to include field surveys? If yes, can you detail which field surveys?	Please refer to the rest of the text in the bullet point: " <i>their hydrology and bathymetry, make an analysis of the regulation and monitoring regime of land and water use and quality and the quality and volume of dredged material.</i> " In case you propose another list of field

			surveys or you would like to take another approach, please justify your approach in your offer.
32	2.4.2. Task 1	The ToR states: "Steering Committee kick-off meeting (T + 3 months)". This meeting is different from the numbered workshops and has not previously been mentioned in the descriptions of task 1, correct?	Correct. The SC kick-off will have at its disposal the deliverables of the initial study (Task1) where the Decision (Go/NO-GO) will be made on the selected scenarios, after all consultations/workshops of Task 1 have been satisfactorily concluded.
33	2.4.2. Task 1	Why is the inception report mentioned in the table of section 2.3 not included here?	This is a mistake. Please consider the inception report to be a deliverable of the Launch workshop 2.4.2 Phase 1.
34	2.4.2. Task 1.2	The ToR states: "jointly determine the criteria for the study. assessment of scenarios.". Jointly with whom and how does this relate to task 1.1 (which includes development of a methodology including KPIs)?	The term "jointly" refers to the National Partners mentioned in the same Task. The KPIs mentioned in Task 1.1 refer to the quantification of the high level impact of the project on water quality etc etc. The term "criteria" refers to how the different scenarios are going to be assessed in order to select the most suitable.
35	2.4.2. Task 1.2	The description of task 1.2 'Social and Environmental Analysis (scoping study)' only mentions identification of impacts and setting of indicators, but that does not cover the scope of a SEA scoping study... Is the description of this sub-task complete? Please elaborate.	As part of the scoping study and in addition to what is mentioned in the tender, the consultant develops the ToR on the basis of general and available sectoral EIA guidelines. The consultant then submits the ToR to ABE for approval.
36	2.4.2. Task 1.1	The ToR states: "Recommendations on possible solutions and strategies". We assume that this means to say that the consultant should develop the initial future scenarios to be considered, as that is one of the outputs of this task. Is that correct?	Your understanding is correct. Please note that the here mentioned recommendations refer also to the bullet points above; role and risks related to stakeholders.
37	2.4.2. Task 1.1	The ToR states: "Institutional, social and economic analysis at the local level, at the level of municipalities and at the national level, that is to say of stakeholders, socio-economic surveys, data collection and analysis, etc." What does the second part of this sentence imply? Is it meant to state that the institutional, social and economic analysis should include data collection, stakeholder mapping, and socio-	Correct. The analysis should be performed at all levels (local, municipalities, national) as mentioned in the task.

		economic surveys? This is not certain from the text.	
38	2.4.2. Task 1.1	The ToR states: "Workshop 1 Determine the need for the development of scenarios, an SEA (...)"'. If workshop 1 shows that there is no need for this, what will happen to the remainder of this project?	The project and context is multi-dimensional enough to assure for having different scenarios for development. It is also expected that the different stakeholders and interest groups will necessitate analysis of different scenarios to manage the related risks.
39	2.4.2. Task 1.1	The ToR states: "This phase concerns the following components: Analysis of the general framework and the project area (...)"'. Should 'phase' in this sentence read 'task'? And what general framework is referred to in this sentence?	The extract from " <i>The phase concerns[...]</i> " until the last bullet point " <i>[...] published by stakeholders</i> " should be precedent to task 1. The general framework refers to the legislative, institutional, social, economic & environmental ecosystem in which the study will be performed.
40	2.4.2. phase 1	The ToR states: "A workshop to explain and clarify the objectives and the course of the studies will take place before the start". Is this the same workshop as workshop 1?	Indeed, your understanding is correct.
41	2.4.2	The ToR seems to use various terms for describing the development scenarios: possible solutions; strategies; future scenarios; alternative solutions; proposed alternative scenarios; alternative strategies; technical alternatives; selected scenarios; preferred solutions; preferred scenarios. Can you explain how these terms relate to each other? It is logical that different terms are used at different stages of the project (e.g. proposed development scenarios yield a preferred development scenario) but this is not clear in the text.	In phase 2, a number of alternative solutions will be analysed and compared. The aim is to produce – at the end of phase 2- through a selection process a preferred scenario with preferred solutions. The final scenario is the selected scenario.
42	2.4.2. strategy	Could you elaborate on the philosophy of the approach? It seems that you advocate the SEA as the start of a problem analysis and formulation of objectives, and a stakeholder process as a selection process for: 1) a desired development scenario and 2) concrete project(s) in an environment that has taken many different directions already. The issues range from a potential scope from very small scale to very large scale, and a wide variety of unknowns.	Indeed the context is complex and multidimensional. In General the approach is based on the philosophy that first of all a good identification of all the factors and stakeholders needs to be inventorised; the associated pros/cons of the different scenarios and what each means (incl. risks) for each of the stakeholder in an inclusive way; on the basis of this assessment the feasibility study of the selected scenario will be performed.

43	2.4.1	The Tenderer is encouraged to contact national partners. Are specific contact persons known already?	We cannot broker contacts for any consultant.
44	2.4.	The ToR states: "The D2B project provides for the completion of additional studies as necessary for the development of a complete project plan and at the level required for its marketing of the different construction and works supervision components contracts". Can you clarify this sentence? Does it mean to say that the budget for this project (700k euro) should also cover any additional studies not foreseen now for the completion of the project? Or does it mean to say that there is budget available additional to the 700k to complete any additional studies?	It should read as: the budget for this project (700k euro) should also cover any additional studies not foreseen now for the completion of the project.
45	2.1.2	What is meant here with a development solution? I.e. how will the scope of the feasibility study and the ESIA be determined?	The term here refers to investment solutions that create socio-economic value to and collectively support the rehabilitation and restoration of Lac Nokoué; the investment solution(s) should be assessed on the basis of the factors mentioned in the paragraph, such as detailed technical design, Environmental and Social Impact, expected outcomes of a Theory of Change, cost, the financing plan and the operational structure.
46	general	Given the large amount of questions: if the answers cannot be provided earlier than the Memorandum of Information date of 1 September, can the deadline for proposal submission be extended to provide sufficient time to incorporate answers into the proposal?	Yes, this is possible. The deadline for submission is extended to Wednesday 13.00 Hrs. 22 September 2021
47	general	In general, we have a large number of questions and requests for clarification regarding this tender, the answers to which could significantly affect our proposal preparations. We would therefore appreciate if a first round of answers could be provided earlier than the Memorandum of Information date of 1 September. Is this possible?	We have answered all the questions on time
48	general	In the Netherlands and Benin it is common practice that the Client / Beneficiary facilitates stakeholder meetings and workshops, including venue, invitations, costs of travel of the participants and other costs such as lunch. Will this also be the case in this project and is there budget available for this with the Client / Beneficiary?	Yes this is correct, please include an estimate for this in your budget specification.

49	2.4.2. Task 3.5	1. The ToR states: "INE, IRHOB and the other selected national partners continue to support Contractor in the production and analysis of socio-economic and environmental data and conditions of the project area". 2. This is the only location where IRHOB is specifically mentioned as a national partner. Will IHROB also be contracted by RVO as part of the separate work package for national partners? We assume that IRHOB needs to be part of the INE contract. Is this correct?	IRHOB is part of the INE contract
50	2.4.1 national partners	1. The ToR states: "The Tenderer is therefore required to present, in the methodology he proposes, how he would cooperate with the national partners and is encouraged to consult them before submitting the offer". 2. Is the Tenderer encouraged to consult with INE only or is the tenderer also encouraged (and allowed) to consult with other stakeholders such as MCVDD and ADELAC?	The contractor will work with INE as partner. The tenderer is free to contact other parties. MCVDD and ADELAC are the competent authority, responsible for the coordination of the project.
51	2.4.1	Under section 2.4.1 the ToR states: "the scope and content of work will be implemented by Contractor in collaboration with national partners (whose work program is contracted separately under RVO)". The ToR under section 2.4.3 furthermore states: "These partners will make themselves available to contribute substantially to the realization of this study throughout its duration (to be specified, agreed and subject to a specific work package - ToR)". Finally, under 2.4.5 the ToR states: "The Contractor will operate with the support of the National Water Institute (INE) and their partners who will conclude a framework agreement describing their contributions (activities, products, etc.) to the project. The framework agreement will be based on the tasks and activities as identified in this Tender document for "local partners" and will be negotiated between the INE and the Contractor as soon as possible after their signature of the contract with RVO". We have three questions regarding this: 1. Do we understand correctly that the Contractor (i.e. the Tenderer) will negotiate a separate framework agreement with INE on behalf of RVO, based on the activities identified in the tender document for "local partners"? 2. What is the budget available with RVO for this framework agreement? 3. Given that the framework contract will be between RVO and INE, will	1. Correct. The tenderer will contact INE concerning the workpackage and the deliveries to the studies required. 2. The budget has been discussed based on the tasks identified under the headings : "Local Partners" in the text. The budget is not to be discussed by the tenderer, only content of studies etc. 3. ADELAC is responsible for the performance of INE and partners.

		RVO be the responsible party for contract management with INE and hence also be contractually responsible for the performance of INE and partners?	
52	7.3.17	The ToR states 'The 'European Single Procurement Document' must be signed with an original and handwritten signature (hereinafter referred to as: a 'handwritten signature') by the legally authorised representative(s). ' and the ToR states 'Where a legally valid signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Civil Code.' Can you confirm that an original and handwritten signature is not necessary if the ESPD is signed with a PKI certified signature?	Yes we can confirm that
53	4.1 7.3.17	The ToR states 'Where a legally valid signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Civil Code.' Can you confirm that 'in addition to' should be read as 'in stead of'?	Yes, we can confirm that
54		- De samenwerking met INE en de andere lokale partners is cruciaal. Kunt u extra toelichting geven over de verwachte samenwerking? <i>The Contractor will operate with the support of the National Water Institute (INE) and their partners who will conclude a framework agreement describing their contributions (activities, products, etc.) to the project. The framework agreement will be based on the tasks and activities as identified in this Tender document for "local partners" and will be negotiated between the INE and the Contractor as soon as possible after their signature of the contract with RVO.</i> - o In hoeverre zijn de taken die in de ToR benoemd zijn voor het INE en Partners al vastgelegd met hen? I.e. is er flexibiliteit om een werkplan op te stellen binnen het framework agreement dat benoemd wordt in de tender documents? Of moet dit volledig conform zijn met de activiteiten beschreven in de Tor? - o Zijn INE en Partners onder direct contract met RVO, is hun 'support' intern gefinancierd, of moet er budget voorzien worden door de contractor?	- There is an agreement that the tasks and required contributions as mentioned in the TOR can be delivered by INE. The exact contributions, depending on the estimated requirements of the Tenderer, will be discussed in the framework agreement to be negotiated between INE and the Contractor after signing of the contract. The tenderer is advised to contact INE in order to discuss the collaboration. The collaboration with INE is also part of the methodology proposed by the tenderer. - The budget for INE is separate from the budget for the contractor. INE and ADELAC have each their own budget.

55		Het project is ter voorbereiding voor DRIVE. In hoeverre is de verwachting dat de oplossingen in de scenario's focussen op harde infrastructuur tegenover adaptieve, integrale en/of beleidsmatige oplossingen?	The solutions financed by DRIVE will primarily focus on public infrastructure, which can include for example : Nature Based Solutions, dredging and sand market, replantation of mangroves , etc. However, the objective of phase 2 is to select a preferred development scenario for the rehabilitation of the lake, where the scenario includes multiple solutions/ different projects. These separate projects will be financed by the donors taking part in the process. The scope of the projects will be defined in phase 2. Adaptive, integral and policy solutions are expected to be part of the retained solutions.