

Memorandum of Information

Contracting Authority: **InvestInternational**

Tender: ESIA for drinking water supply project Benin

Date: 29 August 2023

Ref. nr.	Label	Subject	Question	Answer
1	Contract	ARVODI-2018	Article 27.4 ARVODI-2018 states that the Contractor provides the Contracting Authority access to the agreements on employment conditions. We can hand over these agreements, assuming that the Contracting Authority is aware of the GDPR (AVG) and ensures that the Contractor does not act in conflict with the GDPR by providing this personal data. Are you willing to add this to the last sentence of Article 27.4 ARVODI-2018: 'in compliance with the provisions of the GDPR?'	Agreed.
2	Contract	ARVODI-2018	Article 26.2 ARVODI-2018 (and paragraph 3.11) of the Tender Document state that at the request of the Contracting Authority, the Contractor must immediately submit (an authenticated copy of) the policies and proof of payment of the insurance payments or a statement from the insurance company regarding the applicable policies and payment. Due to the confidential nature we rather not provide access to our insurance policies. However, we can provide the Contracting Authority copies of insurance certificates which also contains proof that we meet the insurance requirements of Article 26.2 (and paragraph 3.11 of the Tender Document). Is the provision of a copy of the insurance certificate sufficient to meet the insurance requirements?	Agreed, a copy of the insurance certificate is sufficient.

3	Contract	ARVODI-2018	Article 21 ARVODI-2018 does not contain an expiry of the limitation period for liability, which means the limitation period of article 3:310 of the Dutch Civil Code applies to this situation. Liability can therefore continue for up to 20 years after the damaging event. However, our advice is based on the current circumstances and science and this is constantly evolving. It may occur that our advice no longer fits the new situation. The applicability of the advice depends on changes in the situation that occur in the course of time and we consider it is disproportionate to follow this limitation period. We therefore kindly request that we follow the regulations that are customary within the sector (such as the DNR 2011). We would like you to consider a limitation period of 5 years after the completion of the Services both parties agreed upon. Is it possible to add this provision to Article 21?	Agreed.
4	Contract	ARVODI-2018	In accordance with Article 19 ARVODI-2018, the client may require an on-demand bank guarantee, which will entail additional costs for the Contractor and should therefore be included in the pricing. Do you intend to require an on demand bank guarantee?	We do not intend to require an on-demand bank guarantee. Article 19 of the ARVODI-2018 does not apply to this assignment.
5	Contract	ARVODI-2018	Article 15.2 ARVODI-2018 states that certificates of conduct for the Contractor's staff may be required. Because applying for and obtaining these certificates will take some time, we would like to take this into account. Do you intend to request these statements?	We do not expect this to be the case for this assignment.
6	Contract	Concept Agreement	In article 10.1 of the Concept Agreement, it is stated that in the event of early termination of this Agreement, the Contracting Authority may demand that the Contractor conclude the Services and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered. This is acceptable for Contractor as long as this is paid for. Are you willing to add the following sentence: "Contractor shall be authorized to charge its activities related to this obligation in accordance with the Agreement."?	Agreed. Concept Agreement v1.1 has been updated accordingly.

7	Contract	Concept Agreement	In article 5.2 of the Concept Agreement, the standard "General Conditions of Government for the Provision of Orders for the Provision of Services 2018 (ARVODI-2018)" is amended. We kindly request to limit the number of events to 5 per contract year, so that Contractor's liability is not unlimited, which is considered disproportionate under regulation 3.9D of the Proportionality Guide 3rd revision, January 2022. Are you willing to add this to the agreement?	Agreed.
8	Contract	Concept Agreement	Article 4.5 of the Concept Agreement states that each change in the team, including replacement of key and additional experts, is to be submitted to the Contracting Authority for prior approval. We would like to add the following sentence: "this approval shall not be unreasonably withheld". Can you agree?	We agree with the addition that in case we disagree, we will substantiate (meaning to give a reason) our disapproval.
9	Contract	Concept Agreement	Article 2.1 of the Concept Agreement states that the Assignment shall be provided during the period from 1 November 2023 to 1 April 2023. These dates seem to be incorrect. We kindly request to change these dates.	Concept Agreement v1.1 has been updated accordingly.
10	Contract	Concept Agreement	In article 1.2 of the Concept Agreement and paragraph 3.8 of the Tender Document, a ranking in case of inconsistencies and/or contradictions is provided. On place two (2) a 'verification report' is mentioned. We do not see the term verification report anywhere else in the tender documents. Could you please provide an explanation, or remove this reference?	The verification report is a record of any agreements made during the verification meeting.

11	Contract	Concept Agreement	Appendix 11 contains a Holding Statement. In this statement, Contractor has to indicate whether he is or is not part of a group/holding and uses consolidated financial statements or relies on turnover or resources of the parent company. The Contractor - as a subsidiary within a group that uses consolidated financial statements can independently comply with all the of economic/financial and technical/organizational requirements. This makes the requirement for a Holding Statement unnecessary and disproportionate. We kindly request to alter the statement so that a Contractor that is part of a group but does not rely on turnover or resources of the parent company can properly fill in the statement.	Holding statement v1.1 has been updated accordingly.
12	Inhoud	Appendix 3	Regarding the references, it is specified that three references to a 'prior assignment' ought to be provided. We find it unclear whether these references should pertain exclusively to completed assignments or if ongoing assignments may also be considered. We respectfully request Invest International to delineate the criteria for the references. We kindly seek permission to include ongoing or as-yet unfinished projects as permissible references.	Agree, in line with the statement in the conditions applying to all references. So ongoing references okay if started at least one year ago prior to publication of this tender.
13	Contract	Appendix 5	Appendix 5 RP 1 states that the contract has a maximum budget of 350,000. Could you please specify whether that is including or excluding VAT and whether this budget is in Euros.	The maximum budget is in Euros and excluded of VAT. Please also refer to the requirements related to Tax (1.7) in the Appendix 5, Program of Requirements.
14	Inhoud	Tender document	The tender document states that experience in West-Africa is required, while in appendix 4 Sub-Saharan Africa is mentioned. What is correct?	West Africa.
15	Inhoud	Appendix 4 TOR	The ToR states: "Tous les documents, à l'exception de l'évaluation des objectifs de développement durable, doivent être fournis en français", while appendix 5 states that all documents must be provided in both English and French. Which is correct?	Only the final version of the report in both French and English.

16	Proces	Appendix 4 TOR	The ESIA process relies heavily on information from the technical experts; for the ESIA they should supply information on the designs, construction methods, required personnel (and their skill level) for construction and operation, material use etc. Can you provide us with this information or with a planning that indicates when this information becomes available? And are there possibilities to interact with the technical team and to provide input for the designs from an E&S perspective?	We have added the APS and geological studies in the folder. APD will be finished simultaneously with ESIA. Has not started yet. Drilling must first be finalized. Planning for APD: Q12024.
17	Proces	Appendix 4 TOR	The ToR states: "Le consultant devrait travailler en étroite collaboration avec d'autres experts sociaux déjà mobilisés pour 'engager dans le projet d'eau potable dans le nord du Bénin.'" --> what is the role of the other social experts already engaged in the project and what activities have they undertaken already?	They include social experts of local and international CSOs.
18	Inhoud	Appendix 5	Appendix 5 states: "To achieve all DRIVE relevant requirements, the Contractor, for the purpose and throughout the execution of the assignment, needs to ensure that the DRIVE Policy Rules and Criteria https://wetten.overheid.nl/BWBR0046711/2022-05-28/0 are applied and adhered to whilst developing the infrastructure project solution." -> Is 'developing the infrastructure project solution' part of the ESIA? If not, can you confirm that therefore RC4 is not applicable?	"developing the infrastructure solution" is not part of the ESIA. Therefore RC4 is not applicable?
19	Proces	Tender document	Part of the towns are located in areas indicated orange or red by the ministry of foreign affairs. Do you expect consultants to travel to these areas? If not, based on what information do you expect the consultant to establish a good baseline and assess impacts?	Yes, we expect consultants to go also to those areas. SONEB will coordinate necessary security.
20	Proces	Tender document	The tender document mentions a maximum of 3 pages per CV, while appendix 10 indicates a maximum of 2 pages. Which is the correct maximum number of pages per CV?	The maximum number of pages is 3 per CV.

21	Inhoud	Tender document	Could Invest International please provide us with the 'Avant Projet Sommaire' and other relevant project documents with regards to the current project, existing DWS infrastructure, project context etc?	Yes, this will be provided via TenderNed.
22	Inhoud	Appendix 4 TOR	Could you please specify who is responsible for the following components of the project: - new works and work to reinforce existing structures - study on water resources - realization of detailed technical studies - works control and supervision	- Contractor of the works. - Acacia water (study almost finished, draft is available). - The same consultancy firms that have completed the APS will work on the APD. - the same consultancy firms that complete the APD, will be responsible for the supervision.
23	Contract	APPENDIX 08 - Concept Agreement - Article 7	Could we remove this article and, instead, make all the materials (final deliverables and raw data) available by the end of the project / at the project closing meeting?	We are open to discuss and reach an agreement on the provision of this article during the verification
24	Inhoud	"APPENDIX 04 - Terms of Reference / APPENDIX 05 - Program of Requirements"	We see that the Resettlement Action Plan (RAP) and Livelihood Restoration Plan (LRP) are listed under Deliverables with the note "if applicable". As we currently do not know the extend of these plans, please confirm that the ESIA will identify the need for a RAP/LRP and that we can negotiate about the final (additional) budget for the actual preparation of these plans when the size has become clear along the project.	The costs for this deliverable should be included in your financial proposal. It becomes valid if a RAP/LRP is needed. If it turns out that such plan is not necessary, it will not be carried out and it will not be invoiced.
25	Inhoud	APPENDIX 04 - Terms of Reference	We understand the Environmental Specialist is a key role and suggested to also take the role of Team Leader, however, is it acceptable to have a separate Project Manager (for overall coordination, budget and time control), instead of combining these roles?	A project manager for the admin part is acceptable. The teamlead is still required in the field.

26	Inhoud	APPENDIX 04 - Terms of Reference	We would like to request the 'Avant Projet Sommaire' for all structures related to the project (new + existing), and the overall project layout (e.g. map) to estimate the amount of effort for the ESIA, please.	Yes, this will be provided via TenderNed.
27	Proces	Tender Document	We kindly request an extension of the submission deadline by two (2) weeks to ensure we have sufficient time to provide a good quality proposal and considering the summer holiday period in Europe and our internal proposal approval procedures.	Agreed, we extend the deadline to 3 October 2023. This means the agreement will be signed on 15 November 2023. We expect you to take this into account when preparing your proposal. The planning in TenderNed is adjusted accordingly.