



## **2<sup>nd</sup> Memorandum of Information relating to the European tender for supporting the development of a common vision and a strategic plan within the "Vallée du Niger" program on the sustainable management of natural resources in the Niger Valley in Niger**

**Date: 15 August 2025**

In this 2<sup>nd</sup> Memorandum of Information, the Contracting Authority provides answers to the questions raised on the answers to the questions of the 1<sup>st</sup> Memorandum of Information. This 2<sup>nd</sup> Memorandum of Information forms an integral part of the Tender Document (reference 202409091). In the event of inconsistencies between the Tender Document and the 1<sup>st</sup> Memorandum of Information, the 1<sup>st</sup> 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.

### **Questions & Answers**

| Number | Subject                                                           | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| 1.     | Answer to question 7 of 1 <sup>st</sup> Memorandum of Information | <p>In the answer to question 7 in the first round of questions, it is provided that "The core competences must be demonstrated in the reference, and if sourced from a subcontractor, that subcontractor must also be engaged in this contract."</p> <p>Kindly clarify if this also applies the other way around, in the sense that a reference from a sub-contractor for this contract may be used to demonstrate one of these core competencies if that sub-contractor is leading on that component of the contract.</p> | <p>Yes, this is correct. As explained in the 1<sup>st</sup> Memorandum of Information:</p> <p>As mentioned in section 4.3.2 of the Tender Document, assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.</p> <p>Therefore, the core competences must be demonstrated in the reference, and if sourced from a subcontractor, that subcontractor must also be engaged in this Contract. However, for other activities within the reference project (not being the core competences), this does not have to be the case and another subcontractor could be used for that specific part of the assignment.</p> |

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| 2. | Answer to question 11 of 1 <sup>st</sup> Memorandum of Information        | Regarding the requirement that “the website hosting, for example, must be paid for the five-year time horizon”, could you please clarify whether the five-year period for maintenance and support of the information system should be budgeted starting from the beginning of the project, or from the completion of the system’s implementation?                                                                                                                                         | <p>The five-year period for maintenance and support including hosting of the data management system should start after successful completion of the system’s implementation. The costs for the five-year maintenance and support including hosting will occur after the completion of this Contract and therefore these costs should <b>not</b> be included in the annex 02 ‘Financial Proposal’ as part of the “<i>Total maximum price for Work Package 1, 2 and 3, including the provisional sums for the ‘Unforeseen Costs – Travel Advisory Niger’ and ‘Possible Follow-up Assignment’, excluding Dutch VAT and (if applicable) including all local VAT and all other costs and/or fees</i>”.</p> <p><b>Note:</b> In case possible hosting and support costs are needed during the term of the Contract in relation to the development and implementation of the data management system, these costs should be included by the Tenderer in the pricing proposal in annex 02 ‘Financial Proposal’ as part of the “<i>Total maximum price for Work Package 1, 2 and 3, including the provisional sums for the ‘Unforeseen Costs – Travel Advisory Niger’ and ‘Possible Follow-up Assignment’, excluding Dutch VAT and (if applicable) including all local VAT and all other costs and/or fees</i>”.</p> |
| 3. | Answer to question 19 and 50 of 1 <sup>st</sup> Memorandum of Information | Following your responses to questions 19 and 50 in the 1 <sup>st</sup> Memorandum of Information, we kindly ask you to reconsider the possibility of accepting a client satisfaction certificate as valid proof for a project reference, rather than requiring a signature on the reference form itself. Given the limited time available and the current holiday period, it is proving extremely difficult to obtain signed documents from former clients within the required timeframe. | No, the Contracting Authority already extended the deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority to 5 September 2025 at 14:00 (CEST). The Contracting Authority is convinced that this is sufficient time to have a reference signed by your client/ customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4. | Answer to question 20 of 1 <sup>st</sup> Memorandum of Information        | Could you please clarify whether you expect invoices to be submitted progressively throughout the implementation, or all at once upon completion of each Work Package? What                                                                                                                                                                                                                                                                                                               | <p>This will be upon completion of each Work Package.</p> <p>Per article 18.1 of the ARVODI 2018, The Contracting Authority will pay the Contractor the amount owing under the Contract no later than 30 days of receiving the relevant invoice, provided it satisfies the provisions of the Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|    |                                                                    | would be the payment term after submission of invoices?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5. | Answer to question 20 of 1 <sup>st</sup> Memorandum of Information | Given that Work Packages 1 and 3 will be implemented in parallel from the start, it is likely that the 20% advance payment will be somewhat limited. Would it be possible to increase the percentage of this advance payment?                                                                                                                                                                                                                                                                                                                           | The answer is no, the Contracting Authority has already proposed a new payment schedule including a 20% advance payment. The Contracting Authority believes this 20% advance payment is proportionate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6. | Scope of Work                                                      | It can reasonably be expected that part of the datasets will be managed in existing source systems that cannot facilitate access in a directly "shareable way" (such as OGC webservices for spatial data & download url access for non-spatial data). Is expected that all these data sets are directly accessible from the "data management and information system" (which would require keeping snapshot copies and a procedure to keep these up to date) or by providing contact details and data request procedures in the catalogue of the system? | The first (direct access) is the preferred option which should be included in your Tender. Alternatives (like for instance the second option) will (also) depend on local governmental data access policies (assuming the default is public access, in order to have the largest outreach and impact). Do note the WP3-b deliverable (Technical and Functional designs) should also cover this via the governance setup of the system, including for example who can access what data, facilitating implementation of the above mentioned data access policies. In addition, WP3-a deliverable (overview of systems and core datasets) should provide information on both data access, ownership as well as (foreseen) update frequencies, facilitating decisions on data disclosure and access options. |
| 7. | Award criteria                                                     | Section 5.2.1 outlines that the Work Plan and Approach will be evaluated based on several criteria, including "the quality of the detailed budget proposal per work package," referring specifically to a breakdown of expert days, daily rates, third-party costs, accommodation, travel, and other expenditures. It further states that this breakdown should be included in Annex 02 'Financial Proposal'. Could you kindly clarify if there's any level of budget detail expected to be included in the Work Plan/Approach itself, beyond what is   | In section 5.2.1, bullet 5, the assessment aspect " <i>Quality of the detailed budget proposal per work package including a breakdown of individual expert days and daily rates per key activity, third party costs, costs for accommodation, travel and other costs. Including the extent to which the input of staff for activities and other expected expenditures have their relevance substantiated in the proposal. This breakdown should be included in the annex 02 'Financial Proposal'</i> " will be replaced as follows:<br><br><u>Realism &amp; Justification of resource allocation:</u><br><i>Objective:</i>                                                                                                                                                                               |

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|  |  | <p>presented in Annex 02? Is the evaluation of financial aspects limited solely to Annex 02?</p> | <p>To assess the extent to which the Tenderer's proposed allocation of staff, third-party inputs, and other resources per work package is complete, realistic, logically structured, and clearly substantiated – without reference to daily rates or total prices in the plan of approach / work plan.</p> <p><u>Submission Requirements (Price-Neutral Version) in the plan of approach / work plan:</u></p> <p>Tenderer shall submit in the plan of approach / work plan in addition to the full breakdown of the costs in the annex 02 'Financial Proposal', a price-neutral resource allocation table showing, per work package and activity:</p> <ul style="list-style-type: none"> <li>• Role / position of staff member</li> <li>• Number of days allocated</li> <li>• Key activity description</li> <li>• Third-party involvement (if applicable)</li> <li>• Accommodation, travel, and other logistical arrangements (described in qualitative terms)</li> <li>• Justification for the proposed input and required input from Contracting Authority</li> </ul> <p><b>Note:</b> <u>No daily rates or cost figures</u> shall be included in this price-neutral version in the plan of approach /work plan.</p> <p>This breakdown of the price-neutral resource allocation is <u>excluded</u> from the maximum of 15 pages A-4 for the plan of approach / work plan.</p> |
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