

REQUEST FOR PROPOSALS

Issued on: August 2017

**Millennium Challenge Account - Benin II
(MCA-BENIN II)**

On Behalf of:

The Government of Benin

**Millennium Challenge Account – Benin II
Program**

Funded by

THE UNITED STATES OF AMERICA

Through

**THE MILLENNIUM CHALLENGE
CORPORATION**

For

Procurement of Consultant Services

Program Management Consultant (PMC)

RFP/QCBS/PP4-CIF-EGP-03

Letter of Invitation Requesting Proposals

Cotonou, Benin

August 04 2017

Re: Program Management Consultant (PMC)

RFP Ref: PP4-CIF-EGP-03

Dear Madam/Sir:

The United States of America, acting through the Millennium Challenge Corporation (“MCC”) and the Government of Benin (the “Government” or “GoB”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **Benin** (the “Compact”) in the amount of approximately **375 000 000 USD** (“MCC Funding”). The Government, acting through **Millennium Challenge Account – Benin II** (the “MCA Entity”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Proposals (“RFP”) is issued. Any payments made by the MCA Entity under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website (www.mcc.gov) and on the website of the MCA Entity.

The objective of the Benin Power Program is to expand business production and productivity, generate greater economic opportunities for households and improve the capacity to provide public and social services by improving the quantity and quality of the supply of electricity. The Benin Program is comprised of the following four projects:

- **Policy Reform and Institutional Strengthening Project:** This project will advance far-reaching policy reforms and strengthen institutions through improved regulation, utility operations and management, energy efficiency, and private investment in power generation. The project advances the compact’s policy reform agenda, including planned conditions precedent.
- **Electricity Generation Project:** This project will increase the amount of installed generating capacity in Benin by 78 megawatts (MW) – equivalent in capacity to one-third of the country’s current peak demand – while helping the country decrease its reliance on unreliable energy imports. This will be achieved through the installation of 45 MW of solar photovoltaic generation and the rehabilitation of 33 MW of thermal and hydroelectric generation infrastructure that will complement the solar investment.
- **Electricity Distribution Project:** This project will modernize Benin’s electricity distribution infrastructure to expand grid capacity to accommodate future growth, improve reliability, and reduce losses and outages. The project will improve the grid serving Cotonou, the commercial

capital, selected regional networks as a complement to proposed solar generation investments, as well as on a national level by building a modern distribution dispatch and control center to manage the network more effectively, including intermittent power from renewable sources.

- **Off-grid Electricity Access Project:** This project will expand access to electricity through financing of an off-grid energy grant facility along with policy and institutional strengthening to support the entire off-grid power sector in Benin.

This RFP follows the General Procurement Notice N°4 and its amendment N°2 that appeared in dgMarket and the MCA Entity website www.mcabenin2.bj on **July 13, 2017**, UNDB Online on **July 18, 2017**, and local newspaper “**la Nation**” on **July 18, 2017**, and “**le Matinal**” on **July 20, 2017**.

The MCA Entity now invites proposals from legally constituted consulting firms to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference.

This RFP is open to all eligible entities (“Consultants”) who wish to respond. Subject to restrictions noted in the RFP, consultants may associate with other consultants to enhance their capacity to successfully carry out the assignment.

The consultant services, and the contract expected to be awarded is for an estimated duration of **54-55** months are divided into the following Phases:

- **A base contract with a duration of approximately 54-55 months that** covers Service Initiation, General Program Management, Design Oversight, Financial Oversight, Construction Management, and Program Close-Out.
- **Optional tasks** (if MCA-Benin II exercises this option) will cover Optional Additional Technical Services.

A Consultant will be selected under the **Quality and Cost Based Selection (QCBS)**, the evaluation procedure for which is described in sections of the RFP in accordance with “MCC Program Procurement Guidelines” which are provided on the MCC website (www.mcc.gov/ppg). The selection process, as described, will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.

The RFP includes the following Sections:

PART 1 – PROPOSAL AND SELECTION PROCEDURES

Section I Instructions to Consultants

This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract.

Section II Proposal Data Sheet

This section includes provisions that are specific to this procurement and that supplement Section I, Instructions to Consultants.

Section III Qualification and Evaluation Criteria

This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal.

Section IV A Technical Proposal Forms

This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant's total Proposal.

Section IV B Financial Proposal Forms

This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant's total Proposal.

Section V Terms of Reference

This Section includes the detailed Terms of Reference that describe the nature, tasks, and duties of the consulting services to be procured.

PART 2 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI Contract Agreement and General Conditions of Contract

This section contains the form of Contract proposed to be entered into between the MCA Entity and Consultant.

Section VII Special Conditions of Contract and Annexes to Contract

This section contains the form of those clauses of the Contract that supplement the GCC and that are to be completed by MCA Entities for each procurement of Consulting Services. This section also includes an Annex to the Contract (Annex B: Additional Provisions) that contains provisions that are a part of the Government's and the MCA Entity's obligations under the Compact and related documents which, under the terms of the Compact and related documents, are required to be transferred onto any Consultant, Sub-Consultant or Associate who partakes in any MCC-funded procurement.

Please note that a Pre-Proposal Conference **will** be held as described in the Proposal Data Sheet ("PDS"), Section II of this RFP.

Please also note that the Proposal is to be written in French, as stipulated in the Proposal Data Sheet ("PDS"), Part I, Section II of this RFP.

Consultants interested in submitting a Proposal should register their interest by sending an e-mail, giving full contact details of the Consultant, to the following. This will ensure that the Consultants receive updates regarding this RFP.

MCA-BENIN II

Attn: The Procurement Agent

Immeuble KOUGBLENOU, 3ème Etage,

Domaine de l'OCBN

Derrière la Compagnie Territoriale de Gendarmerie du Littoral

01 BP 101 Cotonou, Republic of Benin

Tel (229) 21 31 78 25

Fax: +229 21 31 96 42

E-mail: info-benin@charleskendall.com

and copy: info@mcabenin2.bj

Proposals must be delivered to the address and in the manner specified in the PDS ITC 17.5, no later than **October 03, 2017 at 10:00 a.m. local time in Benin.**

Consultants should be aware that distance and customs formalities may require longer than expected delivery time. Late Proposals will not be accepted under any circumstances and will be returned unopened at the written request and cost of the Consultant.

Please note that electronic Proposals shall not be accepted. However, an electronic version of the technical proposal shall be submitted on a CD or on a thumb drive.

Yours sincerely,

Gabriel DEGBEGNI
Acting National Coordinator

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PART 1:
PROPOSAL AND SELECTION PROCEDURES

Section I. Instructions to Consultants

A. General

In Part 1 (Proposal and Selection Procedures) of this Request for Proposals, the following words and expressions shall have the meanings stated. These definitions shall not apply to any words or expressions in the sections that make up Part 2 (Conditions of Contract and Contract Forms) of this RFP, in which such words and expressions shall have the meanings stated in GCC Sub-Clauses 1.1 and 2.1 unless otherwise specified.

- (a) “Addendum” or “Addenda” means a modification to this RFP issued by the MCA Entity.
- (b) “Associate” means any entity that is a member of the Association that forms the Consultant. A Sub-Consultant is not an Associate.
- (c) “Association” or “association” means an association of entities that forms the Consultant.
- (d) “Compact” means the Millennium Challenge Compact **identified in the PDS**.
- (e) “confirmation” means confirmation in writing.
- (f) “Consultant” means any legal entity that may provide or provides the Services to the MCA Entity under the Contract.
- (g) “Contract” means the contract proposed to be entered into between the MCA Entity and the Consultant, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in Part 2 of this RFP.
- (h) “days” refers to calendar days.
- (i) “FBS” means Fixed Budget Selection method as defined in the MCC PPG.
- (j) “Financial Proposal” has the meaning given the term in ITC Sub-Clause 12.5.
- (k) “Fiscal Agent” means any entity that provides services to the MCA Entity under the terms of the Fiscal Agent Agreement.
- (l) “GCC” means the General Conditions of Contract.
- (m) “Government” means the Government **identified in the PDS**.
- (n) “Instructions to Consultants” or “ITC” means Section I of this RFP, including any amendments,

which provides Consultants with all information needed to prepare their Proposals.

- (o) "Key Professional Personnel" means the Key Professional Personnel identified pursuant to ITC Sub-Clause 12.3(d).
- (p) "LCS" means Least Cost Selection method as defined in the MCC PPG.
- (q) "Millennium Challenge Corporation" or "MCC" means a United States Government corporation, acting on behalf of the United States Government.
- (r) "MCA Entity" means the accountable entity **identified in the PDS.**
- (s) "MCC Funding" means the funding MCC has made available to the Government pursuant to the terms of the Compact.
- (t) "MCC Program Procurement Guidelines" or "MCC PPG" means the MCC Program Procurement Guidelines and its amendments posted from time to time on the MCC website at www.mcc.gov/ppg.
- (u) "PDS" means the Proposal Data Sheet, in Section II of this RFP, used to reflect specific requirements and/or assignment conditions.
- (v) "Personnel" means Key Professional Personnel and additional staff provided by the Consultant, or by any Sub-Consultants, or Associates that are assigned to perform the Services or any part thereof.
- (w) "Pre-Proposal Conference" means the pre-proposal conference specified in PDS ITC 1.4, if any.
- (x) "Program Implementation Agreement" means the Program Implementation Agreement to be entered into, or that has been entered.
- (y) "Proposal" means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.
- (z) "QBS" means Quality-Based Selection method as defined in the MCC PPG.
- (aa) "QCBS" means Quality and Cost-Based Selection method as defined in the MCC PPG.
- (bb) "RFP" means this Request for Proposals, including any amendments that may be made, prepared by the MCA Entity for the selection of the Consultant.

- (cc) “SCC” means the Special Conditions of Contract.
- (dd) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (ee) “Sub-Consultant” means any person or legal entity with whom the Consultant subcontracts any part of the Services.
- (ff) “Taxes” has the meaning given the term in the Compact.
- (gg) “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
- (hh) "Technical Proposal" has the meaning given the term in ITC Sub-Clause 12.3.
- (ii) “Terms of Reference” or “TOR” means the document included in this RFP as Section V which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the MCA Entity and the Consultant, and expected results and deliverables of the assignment.
- (jj) “Trafficking in Persons” or “TIP” has the meaning given to the term in the MCC Program Procurement Guidelines.

1. Scope of RFP

- 1.1 The MCA Entity will select a Consultant in accordance with the selection method **specified in the PDS**.
- 1.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 1.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as **named in the PDS**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are

encouraged to attend a Pre-Proposal Conference if one is **specified in the PDS**. Attending any Pre-Proposal Conference is strongly advised, but not mandatory. Attending any Pre-Proposal Conference and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.

- 1.5 The MCA Entity will timely provide, at no cost to the Consultant, the inputs and facilities **specified in the PDS**, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise **specified in the PDS**.
- 1.6 The MCA Entity is not bound to accept any Proposal, and reserves the right to cancel the procurement at any time prior to Contract award, without thereby incurring any liability to any Consultant.
- 2. Source of Funds
 - 2.1 The United States of America, acting through MCC and the Government have entered into the Compact. The Government, acting through the MCA Entity, intends to apply a portion of the MCC Funding to eligible payments under the Contract. Any payments made under the Contract with MCC Funding will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to any proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website (www.mcc.gov) or on the website of the MCA Entity.
- 3. Corrupt and Fraudulent Practices
 - 3.1 MCC requires that all beneficiaries of MCC Funding, including the MCA Entity and any applicants, bidders, suppliers, contractors, subcontractors, Consultants, and Sub-Consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations ("MCC's AFC Policy") is applicable to all procurements and contracts

involving MCC Funding and can be found on the MCC website. MCC's AFC Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC's AFC Policy and certify that they have acceptable commitments and procedures in place to address the potential for fraudulent and corrupt practices. In pursuance of this policy, the following conditions shall apply:

- (a) For the purposes of these provisions, the terms set forth below are defined as follows, and sometimes referred to collectively in this document as "Fraud and Corruption":
 - (i) "***coercive practice***" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly the actions of a party in connection with the implementation of any contract supported, in whole or in part, with MCC Funding, including such actions taken in connection with a procurement process or the execution of a contract;
 - (ii) "***collusive practice***" means a tacit or explicit agreement between two or more parties to perform a coercive, corrupt, fraudulent, obstructive or prohibited practice, including any such agreement designed to fix, stabilize, or maintain prices or to otherwise deprive the MCA Entity of the benefits of free and open competition;
 - (iii) "***corrupt practice***" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official, MCA Entity staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC Funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process, or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract;
 - (iv) "***fraudulent practice***" means any act or omission, including any misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any

contract supported, in whole or in part, with MCC Funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;

- (v) “***obstructive practice***” means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC Funding:
 - (aa) that results in the deliberate destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of a coercive, collusive, corrupt, fraudulent or prohibited practice;
 - (bb) that threatens, harasses or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; and/or
 - (cc) intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or an authorized Inspector General of MCC provided under the Compact and related agreements; and
- (vi) “***prohibited practice***” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions) of Annex B (Additional Provisions) of the Contract.
- (b) The MCA Entity will reject a Proposal (and MCC will deny approval of a proposed Contract award) if it determines that the Consultant recommended for award has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for the Contract.
- (c) MCC and the MCA Entity have the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time either MCC or the MCA Entity determines that the Consultant has, directly or through an agent,

engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in executing, such a contract.

- (d) MCC and the MCA Entity have the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA Entity, MCC, or any designee of MCC, to inspect the Consultant's, or any of the Consultant's suppliers or Sub-Consultants on the Contract, accounts, records and other documents relating to the submission of its Proposal or performance of the Contract and to have such accounts, records and other documents audited by auditors appointed by MCC or by the MCA Entity with the approval of MCC.
- (e) In addition, MCC has the right to cancel any portion of the MCC Funding allocated to the Contract if it determines at any time that any representative of a beneficiary of MCC Funding engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices during the selection process or the execution of any MCC-funded Contract, without the MCA Entity having taken timely and appropriate action satisfactory to MCC to remedy the situation.

4. Trafficking in Persons

- 4.1 MCC has a zero-tolerance policy with regard to Trafficking in Persons. Trafficking in Persons (“TIP”) is the crime of using force, fraud, and/or coercion to exploit another person. Trafficking in Persons can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to ensuring appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the projects it funds.
- 4.2 The Description of Services (Annex A of the Contract) sets out certain prohibitions, Consultant requirements, remedies and other provisions that will be made a binding part of any Contract that may be entered into.
- 4.3 Additional information on MCC’s requirements aimed at combating trafficking in persons can be found in MCC’s Counter-Trafficking in Persons Policy that can be found on MCC’s website (<https://www.mcc.gov/resources/>

[doc/policy-counter-trafficking-in-persons-policy](#)). All contracts funded by MCC are required to comply with MCC's Counter-Trafficking in Persons requirements as described in the Counter-Trafficking in Persons Policy. Contracts for projects categorized by MCC as high-risk for TIP are required to implement a TIP Risk Management Plan (which is to be developed by the MCA Entity and implemented by the corresponding contractor).

- | | | |
|---|-----|--|
| 5. Qualification and Eligibility of Consultants | 5.1 | The qualification and eligibility criteria set out in this section will apply to the Consultant, including all parties constituting the Consultant, for any part of the Contract, including related services. |
| Qualification of Consultants | 5.2 | Consultants must satisfy the legal, financial and litigation criteria requirements stated in Paragraphs 3.1 to 3.3 of Section III of this RFP. |
| Eligibility of Consultants | 5.3 | Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the MCC Program Procurement Guidelines governing MCC-funded procurements under the Compact. |
| Qualification and Eligibility of Joint Ventures or Associations | 5.4 | In the case where a Consultant is, or proposes to be, a joint venture or other Association (a) all members of the joint venture or Association must satisfy the legal, financial, litigation, eligibility and other requirements set out in this RFP; (b) all members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (c) the joint venture or Association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the Association is awarded the Contract, during Contract performance. |
| Conflict of Interest | 5.5 | A Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified, unless the conflict of interest has been mitigated and the mitigation is approved by MCC. The MCA Entity requires that Consultants hold the MCA Entity's interests paramount at all times, strictly avoid conflicts of interest, including conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing, a Consultant, including all parties constituting the Consultant and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel |

and affiliates, may be considered to have a conflict of interest and disqualified or terminated if they:

- (a) have at least one controlling partner in common with one or more other parties in the process contemplated by this RFP; or
- (b) have the same legal representative as another Consultant for purposes of this Proposal; or
- (c) have a relationship, directly or through common third parties, that puts them in a position to have access to information about or influence over the Proposal of another Consultant, or influence the decisions of the MCA Entity regarding the selection process for this procurement; or
- (d) participate in more than one Proposal in this process; participation by a Consultant in more than one Proposal will result in the disqualification of all Proposals in which the party is involved; however, this provision does not limit the inclusion of the same Sub-Consultant in more than one Proposal; or
- (e) are themselves, or have a business or family relationship with, (i) a member of the MCA Entity's board of directors or staff, (ii) the Procurement Agent, Fiscal Agent, or Auditor (as defined in the Compact or related agreements) hired by the MCA Entity in connection with the Compact, any of whom is directly or indirectly involved in any part of (A) the preparation of this RFP, (B) the selection process for this procurement, or (C) supervision of the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC; or
- (f) any of their affiliates have been or, at present, are engaged by the MCA Entity in the capacity of the Procurement Agent or Fiscal Agent under the Compact.

5.6 A Consultant that has been engaged by the MCA Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or

directly related to such consulting services for such preparation or implementation. For example, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measureable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

5.7 [Intentionally Deleted.]

5.8 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA Entity, or that may be reasonably perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract.

Government Employees 5.9

- (a) No member of the MCA Entity's board of directors or current employees of the MCA Entity (whether part time, or full time, paid or unpaid, in leave status, etc.) shall be proposed or work as, or on behalf of, any Consultant.
- (b) Except as provided in Sub-Clause 5.9(d), no current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies.
- (c) Recruiting former MCA Entity or Government employees to perform services for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- (d) If a Consultant proposes any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that: (i) they will be on leave without pay from the time of their official Proposal submission and will remain on leave without pay until the end of their assignment with the Consultant and they are allowed to work full-time outside of their previous official position; or (ii) they will resign or retire from Government employment on or prior to the Contract award date. Under no circumstances shall any individuals described in (i) and (ii) be responsible for

approving the implementation of this Contract. Such certification shall be provided to the MCA Entity by the Consultant as part of its Technical Proposal.

- (e) In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses 5.9(a) – 5.9(d), who may have left the MCA Entity within a period of less than twelve (12) months of the date of this RFP, it must obtain a “no-objection” from the MCA Entity for the inclusion of such a person, prior to the Consultant’s submission of its Proposal.

Ineligibility and
Debarment

- 5.10 A Consultant, all parties constituting the Consultant, and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel and affiliates, will not be any person or entity under (a) a declaration of ineligibility for engaging in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices as contemplated by ITC Sub-Clause 3.1 above, or (b) that has been declared ineligible for participation in a procurement in accordance with the procedures set out in Part 10 of MCC’s Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC’s website at www.mcc.gov/ppg. This would also remove from eligibility for participation in this procurement any entity that is organized in, or has its principal place of business or a significant portion of its operations in, any country that is subject to sanctions or restrictions by law or policy of the United States.
- 5.11 A Consultant, all parties constituting the Consultant, and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel and affiliates not otherwise made ineligible for a reason described in this ITC 5 will nonetheless be excluded if:
 - (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates); or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the

Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates) or any payments to entities in such country; or

(c) such Consultant, any parties constituting the Consultant, any Sub-Consultant or supplier or their respective Personnel or affiliates are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on MCC's website.

Evidence of Continued Eligibility 5.12 Consultants shall provide such evidence of their continued eligibility in a manner satisfactory to the MCA Entity, as the MCA Entity shall reasonably request.

Unfair Advantage 5.13 If a Consultant could derive an unfair competitive advantage from having provided consulting services related to the assignment in question, the MCA Entity shall make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

Commissions and Gratuities 5.14 A Consultant will furnish information on commissions and gratuities, if any, paid or to be paid relating to this procurement or its Proposal and during performance of the Contract if the Consultant is awarded the Contract, as requested in the Financial Proposal Form FIN-1 of Section IV B.

6. Origin of Goods and Consulting Services 6.1 Goods supplied and consulting services provided under the Contract may originate from any country, subject to the same restrictions specified for Consultants (including their Associates, if any), their Personnel and Sub-Consultants set forth in ITC Sub-Clause 5.10.

B. Contents of RFP

7. Sections of RFP 7.1 This RFP consists of Parts 1 and 2, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITC Clause 9.

Part 1 Proposal and Selection Procedures

- Section I. Instructions to Consultants
- Section II. Proposal Data Sheet

- Section III. Qualification and Evaluation Criteria
- Section IV. A. Technical Proposal Forms
- Section IV. B. Financial Proposal Forms
- Section V. Terms of Reference

Part 2 Conditions of Contract and Contract Forms

- Section VI. Contract Agreement and General Conditions of Contract
- Section VII. Special Conditions of Contract and Annexes to Contract

- 7.2 The Request for Proposals letter issued by the MCA Entity is not part of the RFP.
- 7.3 The MCA Entity is not responsible for the completeness of this RFP and its Addenda if they were not obtained directly from the source stated by the MCA Entity in the Request for Proposals Letter.
- 7.4 The Consultant is expected to examine all instructions, forms, terms, and Terms of Reference in this RFP. Failure to furnish all information or documentation required by this RFP may result in the rejection of the Proposal.

8. Clarification of RFP

- 8.1 A prospective Consultant requiring any clarification of this RFP shall contact the MCA Entity in writing, or by email or fax at the MCA Entity's address **indicated in the PDS**. The MCA Entity will respond to any request for clarification, provided that such a request is received no later than the number of days **indicated in the PDS** prior to the deadline for submission of Proposals. The MCA Entity shall send written copies of the responses, including a description of the inquiry but without identifying its source, to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be, by the date **specified in the PDS**. The MCA Entity will also post a copy of the responses and inquiry descriptions to the MCA Entity's website **indicated in the PDS**. Should the clarification result in changes to the essential elements of this RFP, the MCA Entity shall amend this RFP following the procedure under ITC Clause 9.
- 8.2 The Consultant's designated representative is invited to attend a Pre-Proposal Conference, if provided for in PDS ITC 1.4. The purpose of the conference will be to clarify

issues and to answer questions on any matter that may be raised at that stage.

8.3 Minutes of the Pre-Proposal Conference, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the conference, will be posted on the MCA Entity's website as indicated in PDS ITC 8.1, and shall be transmitted in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be. Any modification to this RFP that may become necessary as a result of the Pre-Proposal Conference shall be made by the MCA Entity exclusively through the issue of an Addendum and not through the minutes of the Pre-Proposal Conference.

9. Amendment of the RFP

9.1 At any time prior to the deadline for submission of Proposals, the MCA Entity may amend this RFP by issuing Addenda.

9.2 All Addenda issued shall be part of this RFP, posted on the MCA Entity's website, and shall be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be.

9.3 To give prospective Consultants reasonable time in which to take an Addendum into account in preparing their Proposals, the MCA Entity may extend the deadline for the submission of Proposals at its sole discretion.

C. Preparation of Proposals

10. Cost of Proposal

10.1 Except as otherwise **provided in the PDS**, the Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the MCA Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Proposal process.

11. Language of Proposal

11.1 If Proposals are to be submitted in both English and/or any other language, **as stated in the PDS**, the English version shall govern.

12. Preparation of Proposal

12.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested may result in

rejection of a Proposal.

12.2 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In the case where a Consultant is, or proposes to be, a joint venture or other association (i) all members of the joint venture or Association must satisfy the legal, financial, litigation and other requirements set out in this RFP; (ii) all members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (iii) the joint venture or Association will indicate the authorized representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the Association during the bidding process and, in the event the joint venture or Association is awarded the Contract, during Contract performance.
- (b) In the case where there has been shortlisting of Consultants, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-Consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so **indicated in the PDS**. A shortlisted Consultant must first obtain the approval of the MCA Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as the authorized representative of the association. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (c) The RFP may provide either, but never both, the estimated budget or the estimated level of effort of key staff. The estimated budget or the estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be **provided in the PDS**. However, the evaluation of the Proposal shall be based on the price and number of person-months estimated by the Consultant.

- (d) For FBS-based assignments, the available budget is provided in PDS ITC 12.2(c), and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
- (e) Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (“CV”) may be submitted for each position indicated in the TOR.

Technical Proposal
Format and Content

12.3 Consultants are required to submit a Technical Proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section IV A (the “Technical Proposal”). A page is considered to be one printed side of A4 or US letter-size paper.

- (a) Information on the Consultant’s financial capacity is required (Form TECH-2A of Section IV A). Information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes is required (Form TECH-2B of Section IV A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant and of each Associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section IV A). For each assignment, the outline should indicate the names of Associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an Associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the MCA Entity. References of the Consultant are required (Forms TECH-5A and B of Section IV A).
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities

including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the MCA Entity (Form TECH-7 of Section IV A).

- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form TECH-6 of Section IV A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section IV A) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section IV A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section IV A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
- (f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section IV A).
- (g) A detailed description of the proposed methodology and staffing for training, if training is **identified in the PDS** as a specific component of the assignment (Form TECH-6 of Section IV A).

12.4 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2A. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

Financial Proposals

12.5 The Consultant's Financial Proposal shall be prepared using the forms provided in Section IV B (the "Financial Proposal"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if **indicated in the PDS**. All activities and items described in the Technical Proposal shall be

assumed to be included in the price offered in the Financial Proposal.

- 13. Taxes
 - 13.1 GCC 18 sets forth the Tax provisions of the Contract. Consultants should review this clause carefully in preparing their Proposal.
- 14. Only One Proposal
 - 14.1 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not preclude the participation of the same Sub-Consultants, including individual experts, in more than one Proposal.
- 15. Currencies of Proposal
 - 15.1 Consultants must submit their Financial Proposals in the currency or currencies **specified in the PDS**.
- 16. Period of Proposal Validity
 - 16.1 Proposals shall remain valid for the period **specified in the PDS** after the Proposal submission deadline date prescribed by the MCA Entity. A Proposal valid for a shorter period may be rejected by the MCA Entity as non-responsive.
 - 16.2 During the period of proposal validity, Consultants shall maintain the availability of Key Professional Personnel identified in the Proposal. The MCA Entity will make its best effort to complete negotiations within this period. Should the need arise, however, the MCA Entity may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

D. Submission and Opening of Proposals

- 17. Sealing and Marking of Proposals
 - 17.1 The following applies to the “**ORIGINAL**” of the Technical Proposal, and of the Financial Proposal. The “**ORIGINAL**” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “**ORIGINAL**”. The submission letters for the Technical

Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).

- 17.2 If **required in the PDS**, the authorized representative of the Consultant signing the **“ORIGINAL”** of the Technical and the Financial Proposals shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the **“ORIGINAL”** on behalf of the Consultant, and its Associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked **“ORIGINAL”**.
- 17.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number **stated in the PDS**, and each shall be clearly marked **“COPY”**. If discrepancies are found between the original and any of the copies of the relevant documents, then the **“ORIGINAL”** shall govern.
- 17.4 The **“ORIGINAL”** and each **“COPY”** of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked **“TECHNICAL PROPOSAL”**. Similarly, the **“ORIGINAL”** and each **“COPY”** of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked **“FINANCIAL PROPOSAL”**.
- 17.5 Each envelope/parcel shall bear the name and address of the MCA Entity as **stated in the PDS**, the name and address of the Consultant (in case they have to be returned unopened), and the Name of the Assignment as stated in PDS ITC 1.3.
- 17.6 In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. If the Financial Proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 17.7 The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked with the

statement **indicated in the PDS** and bear the name and address of the MCA Entity as stated in PDS ITC 17.5. The MCA Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.

- 18. Deadline for Submission of Proposals
 - 18.1 Proposals must be received by the MCA Entity before the submission deadline **specified in the PDS**.
 - 18.2 The MCA Entity may, at its discretion, extend the deadline for the submission of Proposals by amending this RFP in accordance with ITC 9, in which case all rights and obligations of the MCA Entity and the Consultants previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
 - 18.3 Any Proposal received by the MCA Entity after the deadline for submission shall be declared late and rejected. The Consultant shall be notified of such rejection.
- 19. Late Proposals
 - 19.1 The MCA Entity shall not consider any Proposal that arrives after the deadline for submission of Proposals in accordance with ITC 18. Any Proposals received by the MCA Entity after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Consultant at the request and cost of the Consultant.
- 20. Proposal Opening
 - 20.1 The MCA Entity shall open the outer envelopes/cartons in a public meeting at the address, date and time **specified in the PDS** as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The MCA Entity shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place.

E. Evaluation of Proposals

- 21. Confidentiality
 - 21.1 Information relating to the evaluation of Proposals and recommendations of Contract award shall not be disclosed to Consultants or any other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal or may invalidate the entire procurement process.

- 21.2 Any attempt or effort by a Consultant to influence the MCA Entity in the examination, evaluation, and ranking of Proposals or Contract award decisions may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government's, the MCA Entity's, and MCC's AFC Policy and the application of other sanctions and remedies to the extent applicable
- 21.3 From the time Proposals are opened to the time the Contract is awarded, Consultants shall not contact the MCA Entity on any matter related to its Technical Proposal or Financial Proposal except in writing to the Procurement Agent.
22. Clarification Proposals of 22.1 To assist in the examination and evaluation of Proposals, the MCA Entity may, at its discretion, ask any Consultant for clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the MCA Entity shall not be considered. The MCA Entity's request for clarification and the Consultant's response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the MCA Entity in the evaluation of the Proposals.
- 22.2 If a Consultant does not provide clarifications of its Proposal by the date and time set in the MCA Entity's request for clarification, its Proposal may be rejected.
23. Evaluation Technical Proposals of 23.1 The TEP shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section III. Each responsive Proposal will be given a technical score (St). A Proposal may be rejected at this stage if it does not respond to the RFP or if it fails to achieve the minimum technical score **indicated in the PDS**.
- 23.2 In exceptional circumstances, if none of the scores awarded by the TEP reach or exceed the minimum technical score (St), the MCA Entity reserves the right to invite the Consultant receiving the highest technical score (St) to negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, the MCA Entity reserves the right to terminate the negotiations, at its sole discretion, and to invite—again, at its sole discretion—the Consultant

receiving the next highest technical score (St) to negotiate both its Technical and Financial Proposals.

24. Evaluation of Financial Capacity
- 24.1 The Consultant’s financial capability to mobilize and sustain the Services is imperative. In its Proposal, the Consultant is required to provide information on its financial and economic status. The information required should be completed using the Form TECH-2A.
- 24.2 A Consultant that fails to demonstrate through its financial records that it has the economic and financial ability to perform the required services as described in the respective Terms of Reference may be disqualified. In the circumstance of a disqualification the Technical Proposal will not be evaluated further and the Financial Proposal shall be returned unopened at the cost and request of the Consultant.
- 24.3 The MCA Entity, at its discretion, may ask for clarifications or additional information regarding the information provided in Form TECH-2A.
- 24.4 The outcome of the Financial Capacity evaluation is a **clear YES or NO**. Any Consultant that receives a NO shall not be evaluated further and its Financial Proposal shall be returned unopened. The Proposals that receive a YES at this stage will be evaluated further according to the technical scoring methodology described in Section III.
- Financial Proposals (only for QBS)
- 24.5 Following the ranking of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Technical and Financial Proposals and the Contract in accordance with the instructions given under ITC Sub-Clause 26.1.
- Financial Proposals (only for QCBS, FBS, LCS)
- 24.6 Following completion of the evaluation of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), the MCA Entity shall inform the Consultants who have submitted Proposals of the technical points (total score only) assigned to each Consultant. The MCA Entity shall simultaneously notify the Consultants that have secured at least the minimum qualifying mark of the date, time, and place set for opening the Financial Proposals and notify them that their attendance at the opening of the Financial Proposals is not mandatory. The Financial Proposal opening shall take place at the location **indicated in the PDS**. The date and time scheduled for the

Financial Proposal opening shall be specified on the MCA Entity's website **provided in the PDS**. The MCA Entity shall promptly respond in writing to any Consultant who, after receiving notification of the procurement results, makes a written request for a debriefing as provided in the MCC Program Procurement Guidelines, or submits a formal Bid Challenge.

24.7 The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after the MCA Entity has completed the selection process at the cost and request of the Consultant.

24.8 The MCA Entity shall open the Financial Proposals in a public meeting at the address, date and time specified in the notification described in ITC Sub-Clause 24.6. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the record shall be posted on the MCA Entity's website.

24.9 The TEP will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date **indicated in the PDS**.

24.10 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be

computed as indicated in Section III: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) **indicated in the PDS**. $S = St \times T\% + Sf \times F\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

24.11 In the case of Fixed-Budget Selection (FBS), the MCA Entity will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the MCA Entity will select the lowest priced Proposal among those that passed the minimum technical score. In both cases, the evaluated Proposal price according to ITC Sub-Clause 24.9 shall be considered, and the selected firm invited for negotiations.

24.12 Prior to execution of a contract, the MCA Entity shall conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the MCA Entity. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the MCA Entity may also verify any information provided on the TECH Forms submitted in the Proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal and the MCA Entity may, at its discretion, move to invite the next-ranked Consultant for negotiation.

25. Past Performance and Reference Check

25.1 In accordance with the MCC PPG, the Consultant's performance on earlier contracts will be considered a factor in the MCA Entity's qualification of the Consultant's evaluation. The MCA Entity reserves the right to check the performance references provided by the Consultant or to use any other source at the MCA Entity's discretion. If the Consultant (including any of its Associates or joint venture/association members) is or has been party to an MCC-funded contract (either with MCC directly or with any MCA Entity, anywhere in the world), whether as lead Consultant, affiliate, Associate, subsidiary, Sub-Consultant, or in any other role, the Consultant must identify the contract in its list of references submitted with its Proposal using Technical

Form TECH-5B: References of MCC-Funded Contracts. Failure to include any such contracts may be used to form a negative determination by the MCA Entity on the Consultant's record of performance in prior contracts. However, the failure to list any contracts because the Consultant (including any of its Associates or joint venture/association members) has not been a party to any such contract will not be grounds for a negative determination by the MCA Entity on the Consultant's record of performance in prior contracts. That is, prior performance in connection with an MCC-funded contract is not required. The MCA Entity will check the references, including the Consultant's past performance reports filed in MCC's Contractor Past Performance Reporting System ("CPPRS"). A negative determination by the MCA Entity on the Consultant's record of performance in prior contracts may be a reason for disqualification of the Consultant, or lowered evaluation scores, at the discretion of the MCA Entity. However, before rejecting the Proposal, the MCA Entity shall give the Consultant one opportunity to respond to the negative determination.

F. Award of Contract

26. Negotiations
- 26.1 Negotiations will be held at the address **indicated in the PDS**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in the MCA Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.
- Technical Negotiations
- 26.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.
- 26.3 The MCA Entity and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under "Description of Services." Special attention will be paid to clearly

defining the inputs and facilities required from the MCA Entity to ensure satisfactory implementation of the assignment. The MCA Entity shall prepare minutes of negotiations which will be signed by the MCA Entity and the Consultant.

- Financial Negotiations 26.4 It is the responsibility of the Consultant, before starting financial negotiations, to determine the relevant local Tax amount to be paid by the Consultant under the Contract. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- Availability of Professional Staff/Experts 26.5 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, the MCA Entity expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal.
- 26.6 During Contract negotiations, the MCA Entity will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
- Conclusion of the Negotiations 26.7 Negotiations will conclude with a review of the draft Contract and Annexes, following which the MCA Entity and the Consultant will initial the agreed Contract. If negotiations fail, the MCA Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
27. Notice of Award of Contract 27.1 Upon conclusion of successful negotiations, the MCA Entity shall also notify, in writing, all other Consultants who submitted Proposals of the award decision. The MCA Entity shall promptly respond in writing to any unsuccessful Consultant who, after receiving notification of the procurement results, makes a written request for a debriefing as provided in the MCC Program Procurement

Guidelines, or submits a formal Bid Challenge.

27.2 After the award of Contract, the MCA Entity shall publish on its website, at dgMarket and at UNDB online, the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals.

28. Bid Challenges

28.1 Consultants may challenge the results of a procurement only according to the rules established in the Interim Bid Challenge System developed by MCC. The Interim Bid Challenge System is not intended to examine or review the implementation or conduct of any contract once awarded. A bid challenge shall:

- a. Identify the procurement out of which the bid challenge arises;
- b. Describe the nature of the bid challenge and supporting facts, including the bidding documents or portion of the procurement process that was allegedly in non-compliance;
- c. Identify the specific provision(s), as set forth in the bidding documents, which were allegedly breached;
- d. Indicate the requested remedy or relief, which may include compensation for any reasonable and verifiable cost of bid preparation and appeal, excluding attorney fees or lost profits;
- e. Explain why the bid challenge was timely (see para 28.4 below); and
- f. Include the name, address, telephone and facsimile numbers, as well as the email address of the challenger.

28.2 A bidder or potential bidder that claims to have suffered or claims that it may suffer loss or injury because of an alleged decision or action of MCA Entity that is not in compliance with the bidding documents, may challenge the decision or action concerned, except for:

- a. The selection of a method of procurement or selection procedures (e.g., shopping or competitive bidding etc.);
 - b. The selection of the type of procurement (e.g., goods, works, non-consultant services etc.);
 - c. The decision by MCA Entity to reject all bids, proposals, offers or quotations; and
 - d. Allegations of fraud or corruption or intent of wrong doing in the procurement process, which shall be processed in accordance with MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations, a copy of which is available on MCC's Website (www.mcc.gov).
- 28.3 An "Intent to Award" notice will be published in the national daily newspaper and a copy will be sent¹ to all bidders who have submitted a bid/proposal. MCA Entity will also send this letter to the winning bidder, and to all losing bidders informing them of the reasons for not awarding the contract.
- 28.4 Any losing bidder, if it wishes to, may submit a bid challenge to MCA Entity, in writing (can be submitted electronically), within three (3) working days after the publication of the "Intent to Award" notice. All challenges will be submitted to the following address:
- Gabriel DEGBEGNI
Acting National Coordinator
MCA-BENIN II
Immeuble KOUGBLENOU, 3ème Etage,
Domaine de l'OCBN
Derrière la Compagnie Territoriale de Gendarmerie
du Littoral
01 BP 101 Cotonou, Republic of Benin
Tel (229) 21 31 78 25
Fax: +229 21 31 96 42
E-mail : info@mcabenin2.bj
- 28.5 The MCA Entity shall, within five (5) working days after

¹e-mail and/or paper mail

submission of the bid challenge, issue a written decision to the challenger (“Challenger”) stating the reasons for the decision and, if the bid challenge is upheld in whole or in part, indicating the corrective measures that are to be taken.

Appeals

28.6 In certain cases, the Challenger may seek review by MCC if it is not satisfied with the decision of MCA Entity as above. Please note that MCC’s review is not the review of the procurement process or the evaluation of a particular bid, but is limited to claims that (a) MCA Entity failed to entertain its bid challenge, (b) MCA Entity failed to issue a written decision on the bid challenge within the time specified in this system, or (c) claims that MCA Entity violated the procedures set out in the bidding documents. The appeal to MCC must be received in writing (may be in electronic form) within five (5) working days of the date the Challenger learned or should have learned of an adverse decision by MCA Entity as above. MCC will issue a final decision within fifteen (15) working days of the submission of the appeal.

28.7 A bid appeal shall:

- a. Identify the procurement out of which the bid challenge arises;
- b. Describe the nature of the appeal and supporting facts, including full correspondence and decision of MCA Entity;
- c. Indicate the requested remedy or relief, which may include compensation for any reasonable and verifiable cost of bid preparation and appeal, excluding attorney fees or lost profits;
- d. Explain why the appeal is timely (see paragraph 28.6 above); and
- e. Include the name, address, telephone and facsimile numbers, as well as the email address of the appellant.

28.8 The appeal should be addressed to:

Millennium Challenge Corporation
Attention: Vice President, Department of Compact
Operations
(with a copy to the Vice President and General
Counsel)
1099 14th Street NW; Suite 700
Washington, DC 20005-3550
United States of America
Fax: (202) 521-3700
Email: VPOperations@mcc.gov (Vice President for
Compact Operations)
VPGeneralCounsel@mcc.gov (Vice President
and General Counsel)

29. Return of Unopened Financial Proposals 29.1 After Contract signature, the MCA Entity shall return the unopened Financial Proposals to the unsuccessful Consultants at the cost and request of the Consultant.
30. Commencement Date 30.1 The Consultant is expected to commence the assignment on the date and at the location **specified in the PDS**.
31. Inconsistencies with MCC Program Procurement Guidelines 31.1 The Procurement that is the subject of this RFP is being conducted in accordance with and is subject in all respects to the MCC PPG. In the event of any conflict between any section or provision of this RFP (including any Addenda that may be issued to this RFP) and the MCC PPG, the terms and requirements of the MCC PPG shall prevail, unless MCC has granted a waiver of the guidelines.
32. Applicable Compact Conditions 32.1 Consultants are advised to examine and consider carefully the provisions that are set forth in Annex B (Additional Provisions) attached to and made part of the Special Conditions of the Contract, as these are a part of the Government's and the MCA Entity's obligations under the Compact and related agreements which, under the terms of the Compact and related documents are required to be transferred onto any Consultant or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC Funding is involved.

Section II. Proposal Data Sheet

A. General	
ITC Definitions	<p>(d) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of Benin, signed on September 9, 2015, as may be amended from time to time.</p> <p>(m) “Government” means the Government of Benin.</p> <p>(r) “MCA Entity” means Millennium Challenge Account - Benin II, the accountable entity designated by the Government to implement the Compact.</p>
ITC 1.1	The method of selection is the Quality and Cost Based Selection (QCBS) method.
ITC 1.3	The Name of the assignment is: Selection of Consultant for Program Management Consultant (PMC) .
ITC 1.4	A Pre-Proposal Conference will be held at 10:00 am (local time) on August 25, 2017 at MCA-Benin II Conference room . Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.
ITC 1.5	<p>The MCA Entity will provide the following inputs and facilities:</p> <p>All existing documentation related to the assignment as indicated in the Terms of Reference (See paragraphs 7.3 and 7.4).</p>
B. Contents of the RFP	
ITC 8.1	<p>Clarifications may be requested by e-mail not later than twenty-one (21) business days e.g., September 04, 2017 before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than ten (10) business days e.g., September 19, 2017 prior to the deadline for submission of Proposals.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;"> MCA-BENIN II Attn: The Procurement Agent Immeuble KOUGBLENOU, 3ème Etage, Domaine de l’OCBN Derrière la Compagnie Territoriale de Gendarmerie du Littoral 01 BP 101 Cotonou, Republic of Benin Tel (229) 21 31 78 25 Fax: +229 21 31 96 42 E-mail: info-benin@charleskendall.com and </p>

	copy : info@mcabenin2.bj Website: www.mcabenin2.bj																						
C. Preparation of Proposals																							
ITC 10.1	If MCA Entity shall pay any costs associated with the preparation and/or submission of the Proposal, those are listed below: NONE																						
ITC 11.1	The Proposal shall be written in French .																						
ITC 12.2(b)	Consultants may associate with other Consultants.																						
ITC 12.2(c)	<p style="text-align: center;">BASE CONTRACT</p> <p>The estimated budget is US\$ 10 Million for the base contract. N.B. Each Consultant must determine the size of the technical and administrative staff deemed necessary to carry out the assignment successfully as well as the distribution between local and international inputs.</p> <p style="text-align: center;">OPTIONAL TASKS</p> <p>Please provide fully loaded monthly labor rates for the following skills sets to be posted at MCA-Benin II. The notional LOE for the comparison purposes is given below:</p> <p style="text-align: center;">OPTIONAL TASKS</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Category of Consultant</th> <th style="text-align: center;">Staff Months Optional tasks (Preliminary estimated LOE)</th> </tr> </thead> <tbody> <tr> <td>Program Manager</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Program Controls Manager</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Construction Management Specialist</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Distribution System Engineer</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Thermal Power Generation Engineer</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Solar Power Generation Engineer</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Hydro Power Generation Engineer</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Geographic Information Specialist</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Communications / Outreach Specialist</td> <td style="text-align: center;">2</td> </tr> <tr> <td>TOTAL STAFF MONTHS</td> <td style="text-align: center;">18</td> </tr> </tbody> </table> <p>The above-listed staff months for Optional tasks represents a notional estimate of the LOE for this Option; the final level of effort for this Option shall be determined at the time when MCA-BeninII will decide to exercise this option.</p>	Category of Consultant	Staff Months Optional tasks (Preliminary estimated LOE)	Program Manager	2	Program Controls Manager	2	Construction Management Specialist	2	Distribution System Engineer	2	Thermal Power Generation Engineer	2	Solar Power Generation Engineer	2	Hydro Power Generation Engineer	2	Geographic Information Specialist	2	Communications / Outreach Specialist	2	TOTAL STAFF MONTHS	18
Category of Consultant	Staff Months Optional tasks (Preliminary estimated LOE)																						
Program Manager	2																						
Program Controls Manager	2																						
Construction Management Specialist	2																						
Distribution System Engineer	2																						
Thermal Power Generation Engineer	2																						
Solar Power Generation Engineer	2																						
Hydro Power Generation Engineer	2																						
Geographic Information Specialist	2																						
Communications / Outreach Specialist	2																						
TOTAL STAFF MONTHS	18																						
ITC 12.3(g)	Training is not a specific component of this assignment.																						

ITC 12.5	Per diem and in-country travel will be included in the total price in form FIN-2.
ITC 15.1	The currency (ies) of the Proposal shall be as follows: USD <u>or</u> XOF <u>or</u> a combination of the two at the discretion of the Consultant. No other currency or combination of currencies is allowed. The currency (ies) of the payment shall be as follows: USD <u>or</u> XOF <u>or</u> a combination of the two at the discretion of the Consultant.
ITC 16.1	Proposals must remain valid for One hundred and twenty (120) days after the deadline for the submission of Proposals specified in PDS ITC 18.1.
D. Submission and Opening of Proposals	
ITC 17.2	Written Power of Attorney is required.
ITC 17.3	A Consultant must submit one (1) original and Five (05) copies of both the Technical Proposal and the Financial Proposal, in the language(s) specified in PDS ITC 11.1.
ITC 17.5	The address for the submission of Proposals is: MCA-Benin II Attn: The Procurement Agent Immeuble KOUGBLENOU, 3 ^{ème} étage, Domaine de l'OCBN Derrière la Compagnie Territoriale de Gendarmerie du Littoral 01 BP 101 Cotonou, Republic of Benin Tel (229) 21 31 78 25 Fax: +229 21 31 96 42 E-mail: info-benin@charleskendall.com and copy: info@mcabenin2.bj Submission of proposals by e-mail is not allowed. However, an electronic version of the <u>technical</u> proposal shall be submitted on a CD or on a thumb drive.
ITC 17.7	Ensure the outer label (or carton) of the Proposal includes this statement: "Do NOT Open Before 10:00 a.m. local time on xxxx, 2017. On or after 10:00 a.m. local time on October 03, 2017. Open ONLY In the presence of the Official Appointed."
ITC 18.1	Proposals must be submitted no later than 10:00 a.m. local time of Cotonou, Benin on October 03, 2017.
ITC 20.1	The Proposal opening shall take place at Immeuble KOUGBLENOU, 3^{ème} étage, Domaine de l'OCBN, Derrière la Compagnie Territoriale de

	Gendarmerie du Littoral on October 03, 2017 at 10:15 a.m. Cotonou time, Benin.
E. Evaluation of Proposals	
ITC 23.1	The minimum technical score (St) required to pass is 85 out of 100 possible points. For detailed scoring criteria, see Section III.
ITC 24.6	The Financial Proposal opening shall take place at Immeuble KOUGBLENOU, 3^{ème} étage, Domaine de l'OCBN, Derrière la Compagnie Territoriale de Gendarmerie du Littoral at the date and time to be specified on the MCA Entity's website: www.mcabenin2.bj .
ITC 24.9	The single currency for price conversions is US Dollar for the purposes of evaluation. The source of official selling rates for evaluation purposes is: Central Bank of West African States (BCEAO) . The date of the exchange rate for evaluation purposes is the date thirty (30) days prior to the deadline for submission of the Proposal.
ITC 24.10	The weight given to the Technical Proposal, T = 80 The weight given to the Financial Proposal, F = 20
F. Award of Contract	
ITC 26.1	The expected date for Contract negotiations is thirty (30) days after the opening of the Financial Proposals and will be held in Cotonou (Benin) .
ITC 30.1	The date for commencement of the Services is twenty-one (21) days after the effective date of the Contract and the location is Cotonou (Benin) .

Section III. Qualification and Evaluation Criteria

3.1 Legal Status

Each entity forming the Consultant shall attach to Form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status. In the event the Consultant is an Association of entities, the Consultant shall include any other document showing that it intends to associate, or it has associated with, the other entity or entities that are jointly submitting a Proposal. Each Associate must provide the information required in Form TECH-1.

3.2 Financial Criteria

The Consultant shall provide evidence showing that it has the sufficient financial capacity needed for this Contract, as required in Form TECH-2A. Each Associate must provide the information required in TECH-2A.

3.3 Litigation Criteria

The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2B. A consistent history of awards against the Consultant or existence of high value disputes may lead to the rejection of the Proposal. Each Associate must provide the information required in TECH-2B.

3.4 Evaluation Criteria

A Proposal may be rejected if it does not earn a total minimum score of **eighty-five (85) points**.

A Proposal may be rejected, at the discretion of the MCA Entity, if the firm does not satisfy the mandatory criteria as per table below.

The Consultant will be rejected if its Proposal does not clearly demonstrate that it meets the following Minimum Mandatory Criteria:

Ref	Item
Mandatory Criterion	Previous experience of at least 2 (Two) projects of similar nature and complexity in Program Management Consulting services during the last five (5) years.

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 23.1	Criteria, sub-criteria	Points
	<p>1. Organizational Capability and Experience of the Consultant</p> <p>Evidence of organizational capability and relevant experience in the execution of projects of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed provided in Form TECH-4. The evidence shall include successful experience as the prime consultant in the execution of at least 2 projects of a similar nature and complexity in Program Management Consulting services during the last 5 (five) years.</p> <p>In accordance with the MCC Program Procurement Guidelines, the Consultant's past performance on MCC-funded contracts will be considered as a criterion in the MCA Entity's evaluation of the Consultant's Technical Proposal.</p> <p>The MCA Entity reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance.</p>	20
	Total Points for This Criterion	20
	2. Approach, Methodology and Work Plan	35
	<p>Proposed approach, methodology, and work plan demonstrates a clear understanding of the technical contract requirements and appreciation for the work required in all the various aspects of the Terms of Reference.</p> <ul style="list-style-type: none"> • Proposed approach: 10 • Quality of Work plan: 05 • Program Management Plan (PMP): 05 	20
	Proposed project organization and staffing provides a clear, logical and appropriate staffing pattern with responsibilities among different staff positions adequately defined, including what member of staff will do what aspects of the work, and when they will be working in Benin.	08
	Proposed approach and methodology includes listing of risks and solutions for mitigating risks, such as addressing time constraints and gaining approval for each deliverable.	07

	Total Points for This Criterion	35
	3. Key Professional Personnel Qualifications for the Assignment	45
	Project Manager	18
	Program Controls Manager	15
	Construction Management Specialist	12
	The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:	
	Education and training as called for in position description	25%
	Demonstrated successful experience and past performance in accomplishment of similar projects (at least 3 for the Project Manager, 1 for the Program Controls Manager and 2 for the other key personnel).	50%
	Fluency in French	10%
	Computer literate	5%
	Experience in Sub-Saharan and Francophone Africa.	10%
	Total Points for This Criterion	45
	Total Points for All Criteria	100
	The minimum technical score S_t required to pass is	85
	If none of the scores awarded by the TEP reach or exceed the minimum technical score (S_t), the MCA Entity reserves the right to invite the Consultant receiving the highest technical score (S_t) to negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, the MCA Entity reserves the right to terminate the negotiations, at its sole discretion, and to invite again, at its sole discretion the Consultant receiving the next highest technical score (S_t) to negotiate both its Technical and Financial Proposals.	
ITC 24.10	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.80$ and $F = 0.20$	

Section IV. A. Technical Proposal Forms

1. Technical Proposal Forms in English

Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the Proposal non-responsive; see ITC Sub-Clause 12.4.

TECH-1	Technical Proposal Submission Form
TECH-2A	Financial Capacity of the Consultant
TECH-2B	Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5A	References of the Consultant
TECH-5B	References of MCC-Funded Contracts
TECH-6	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments and Suggestions on the Terms of Reference & Assignment
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule
TECH-10	Work and Deliverables Schedule
TECH-11	Curriculum Vitae (CV) of Proposed Key Professional Personnel

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Proposal and therefore should not appear on the Technical Proposal to be submitted.

Form TECH-1.A. Technical Proposal Submission Form

[Location, Date]

To: Mr. Gabriel DEGBEGNI, **Acting National Coordinator of Millennium Challenge Account – Benin II (MCA-BENIN II)**

Address: Immeuble KOUGBLENOU, 3^{ème} étage
Domaine de l’OCBN, Quartier Zongo Nima
Derrière Compagnie Territoriale de la Gendarmerie du Littoral
01 BP 101 Cotonou, Republic du Benin

Email : info@mcabenin2.bj

Ladies and Gentlemen:

Re: Program Management Consultant (PMC)

RFP Ref: PP4-CIF-EGP-03

We, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated on the part of our employees, or any Sub-Consultants, or Sub-Consultant employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

We acknowledge notice of MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations². We have taken steps to ensure that no person acting for us or on our behalf has engaged in any corrupt or fraudulent practices described in ITC Clause 3. As part of this, we certify that:

- (a) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (b) The prices in this offer have not been and will not be knowingly disclosed by us, directly or indirectly, to any other offeror or competitor before Proposal opening or Contract award unless otherwise required by law; and

² Available at www.mcc.gov/resources/doc/policy-fraud-and-corruption
RFP PP4-CIF-EGP-03: Program Management Consultant

- (c) No attempt has been made or will be made by us to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in Association with:

[Insert a list with full name and address of each associated Consultant].³

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We are attaching herewith information to support our eligibility in accordance with Section III of the RFP.

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

We understand and accept without condition that, in accordance with ITC Clause 28.1, any challenge or protest to the process or results of this procurement may be brought only through the MCA Entity's Interim Bid Challenge System (BCS).

We understand you are not bound to accept any Proposal that you may receive.

Yours sincerely,

[Authorized Signatory]

[Name and Title of Signatory]

[Name of Consultant]

[Address of Consultant]

Annexes:

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its Associates;
2. Letter(s) of Incorporation (or other documents indicating legal status); and
3. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).

³ [Delete in case no Association is foreseen.]

Form TECH-2A. Financial Capacity of the Consultant

[The Consultant's financial capacity to mobilize and sustain the Services is imperative. The Consultant is required to provide information on its financial status. This requirement can be met by submission of one of the following: audited financial statements for the last three (3) years, supported by audit letters, OR certified financial statements for the last three (3) years, supported by tax returns.

Failure to submit either of the documents as evidence of financial capacity will result in the rejection of the Proposal.

If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements. The reports should be submitted in the order of the Associate's significance in the joint venture, greatest to least.

The MCA Entity reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.]

Financial Information (US\$ X,000's)	Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ X,000's)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant

[Provide information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below.]

The Consultant, or a related company or entity or affiliate, has been involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute within the past five (5) years the process or outcome of which the MCA Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Consultant in a manner that may adversely affect the Consultant’s ability to satisfy any of its obligations under the Contract:
 No: ____ Yes: _____ (See below)

Litigation, Arbitration, Actions, Claims, Investigations, Disputes During Last Five (5) Years

Litigation, Arbitration, Actions, Claims, Investigations, Disputes During Last Five (5) Years		
Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent

Form TECH-3. Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each Associate for this assignment. Include the organization chart of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide home office project management of the contract as well as the necessary administrative and technical support to the Consultant's Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel on short notice.

Maximum 10 pages

Form TECH-4. Experience of the Consultant

[Using the format below, provide information on each relevant assignment for which your firm, and each Associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. **This shall include all MCC-funded assignments of a similar nature.** Failure to include experience in any project where MCC funds were used may result in disqualification of the Proposal. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

Maximum 20 pages]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Name of Firm: _____

Form TECH-5A. References of the Consultant

[Provide contact information for at least three (3) references that can provide substantial input about:

- (a) The type of work performed
- (b) Confirm the quality of the work experience listed in Form TECH-4.

The MCA Entity reserves the right, at its sole discretion, to contact other sources as well as to check references and past performance, including, without limitation, any source listed in TECH-4. For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.]

[Maximum 3 pages]

Form TECH-5B. References of MCC-Funded Contracts

Each Consultant or member of a JV/Association making up the Consultant must fill in this form and include information about any and all MCC-funded contracts (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world) to which the Consultant or member of a JV/Association making up the Consultant is or has been a party whether as a lead Consultant, affiliate, associate, subsidiary, Sub-Consultant, or in any other role.

Contracts with MCC			
Contract Name and Number	Role in Contract	Total Contract Amount	Employer Name and Address
Contracts with an MCA-Entity			
Contract Name and Number	Role in Contract	Total Contract Amount	Employer Name and Address

Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment

In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should be divided into the following four (4) chapters:

- (a) Technical Approach and Methodology,
 - (b) Programme Management Plan (PMP)
 - (c) Work Plan, and
 - (d) Organization and Staffing
- (a) Approach and methodology of risks management Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Also, comment here on any specialized equipment and/or software of which may be necessary to perform the scope indicated in the Terms of Reference.

(b) PMP

The PMC shall prepare a comprehensive Program Management Plan (“PMP”). The PMP should provide the policies, processes, procedures and standards necessary to consistently implement the program to meet the needs and expectations of MCA-Benin II. The purpose of the PMP is to provide an overall plan for the program, to clarify roles and responsibilities of all key program participants.

The PMP shall include the following components (either as one comprehensive document or a series of individual sub-plans):

- Document Management Plan
- Risk Management Plan
- Scope and Change Management Plan
- Program Close-Out Plan

This plan will be supplemented by the other plans discussed under subsequent subtasks. The PMP is one of the essential elements in the tender evaluation process and therefore a detailed outline of the proposed plan shall be submitted with the tender. The successful Tenderer will be required to elaborate on his PMP and submit a complete version for MCA-Benin II approval within twelve weeks of the commencement of services.

- (c) Work Plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the MCA Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work and Deliverables Schedule of Form TECH-10.
- (d) Organization and Staffing. In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Note: Where the Terms of Reference includes tasks relevant to gender and social inclusion, the proposal should explicitly address how the Consultant will perform these tasks in the technical approach, and methodology, work plan, organization and staffing. We recognize that this type of expertise and experience may be outside of the normal work of some Consultants offering proposals, and thus call special attention to the importance of an adequately inter-disciplinary proposal and staffing plan.

Note:

- The chapters above must clearly distinguish between the plans for the base Contract and the plans for Optional tasks.

Maximum 50 pages, including charts and diagrams]

Form TECH-7. Comments and Suggestions on the Terms of Reference & Assignment

[The MCA Entity welcomes comments and suggestions to improve the assignment to provide a better value for money. These comments and suggestions shall not be used for evaluation purposes, but may be discussed during negotiations. The MCA Entity is not bound to accept anything proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change.

Maximum 5 pages]

A: On the Terms of Reference

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]

B: On the Facilities

[Comment here on facilities to be provided by the MCA Entity.]

Form TECH-8. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Form TECH-9. Staffing Schedule (Key Professional Personnel and Support Staff)

		Staff input (in the form of a bar chart) ¹														Total staff-month input		
			1 ²	2	3	4	5	6	7	8	9	10	11	N	Home	Field ³	Total	
Foreign																		
1	[Home]																	
	[Field]																	
2	[Home]																	
	[Field]																	
3	[Home]																	
	[Field]																	
n	[Home]																	
	[Field]																	
										Subtotal								
Local																		
1	[Home]																	
	[Field]																	
2																		
n																		
										Subtotal								
										Total								

1. For Key Professional Personnel, the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
 2. Months are counted from the start of the assignment. For each Personnel, indicate separately staff input for home and field work.
 3. Field work means work carried out at a place other than the Consultant's home office.
- Full time input: Part time input:

Form TECH-10. Work and Deliverables Schedule

	Task	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
Base contract													
1	Task 1 – Service Initiation												
2	Task 2 – General Program Management												
3	Task 3 – Design Oversight												
4	Task 4 – Financial Oversight												
5	Task 5 – Construction Management												
6	Task 6 – Program Close-Out												
Option													
7	Optional tasks – Optional Additional Technical Services												
	Deliverables												
1	Work Plan												
2	Program Management Plan												
3	Quality Control Plan												
4	Program Controls Plan												
5	Tender Document Review Comments												
6	Design/Construction Submissions Reviews												
7	Monthly Progress Reports												
8	Quarterly Progress Reports												

Section IV. A Technical Proposal Forms

9	Annual Performance Report												
10	Final Report												
11	Meeting Minutes												

[Indicate all main activities of the assignment, including deliverables and other milestones, such as the MCA Entity approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load. The submission shall be evaluated as part of the Approach and Methodology.]

Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel

1. Proposed Position [only one candidate shall be nominated for each position]
 Name of Firm [Insert name of firm proposing the staff]
 Name of Personnel [Insert full name]
 Date of Birth [Insert birth date]
 Nationality [Insert nationality]
 Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]
 Membership in Professional Associations
 Other Training [Indicate appropriate postgraduate and other training]
 Countries of Work Experience [List countries where staff has worked in the last ten years]
 Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
- | | | | | |
|--|----------|----------|---------|---------|
| | Language | Speaking | Reading | Writing |
|--|----------|----------|---------|---------|
- Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]
 From [year]: To [year]:
 Employer:
 Position(s) held:
 Detailed Tasks Assigned [List all tasks to be performed under this assignment]
 Work undertaken that best illustrates capability to handle the tasks assigned: [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]
- Name of assignment or project:
 Year:
 Location:
 Client:

Main project features:

Position held:

Activities performed:

(a) References:

[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] [The MCA Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]

(b) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate with the **[Consultant]** in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
2. within the implementation period of the specific contract.

Signature of Key Professional Personnel

If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.

“In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP.”

Signature of Authorized Representative of the Consultant

Day / month/ year

2. Technical Proposal Forms in French

Section IV. A : Formulaire de Proposition Technique

Mentionner les prix proposés dans les formulaires de proposition technique constitue un motif pour déclarer la proposition non recevable : voir IAC Sous-Clause 12.4.

TECH-1	Formulaire de Soumission de la Proposition Technique
TECH-2A	Capacité Financière du Consultant
TECH-2B	Procédures Actuelles et Passées, Litiges, Arbitrage, Actions, Réclamations, Enquêtes et Litiges du Consultant
TECH-3	Structure du Consultant
TECH-4	Expérience du Consultant
TECH-5.A	Références du Consultant
TECH-5.B	Références du Consultant pour des Contrats Financés par le MCC
TECH-6	Description de la Démarche, de la Méthodologie et du plan de Travail pour l'Exécution de la Mission
TECH-7	Commentaires et Suggestions sur les Termes de Référence et la Mission
TECH-8	Composition de l'Equipe et Répartition des Tâches
TECH-9	Programme de Dotation en Personnel
TECH-10	Plan de Travail et des Livrables
TECH-11	Curriculum Vitae (CV) des Professionnels Clés Proposés

NB : Les commentaires entre parenthèses dans les pages suivantes sont fournis afin d'aider le Consultant dans sa préparation de la Proposition Technique. Ils ne devront pas figurer dans la Proposition Technique qui sera soumise.

Formulaire TECH-1.

Formulaire de Soumission de la Proposition Technique

[Lieu, Date]

A l'attention de : M. Gabriel DEGBEGNI

Coordonnateur National a.i

Millennium Challenge Account -Bénin II (MCA-BENIN II)

Adresse : Immeuble KOUGBLENOU, 3^{ème} étage
Domaine de l'OCBN, Quartier Zongo Nima
Derrière Compagnie Territoriale de la Gendarmerie du Littoral
01 BP 101 Cotonou, République du Benin

Email : info@mcabenin2.bj

Madame, Monsieur

**Re : Consultant en Gestion de Programme
RFP Ref: PP4-CIF-EGP-03**

Nous, soussignés, proposons de fournir les services de consultants pour la mission indiquée ci-dessus en Objet conformément à votre Demande de Propositions (DP) en date du [Insérer Date] et à notre Proposition.

Nous certifions par la présente que nous ne sommes pas engagés dans, ni ne facilitons ou autorisons, aucune des activités prohibées décrites au Chapitre 15 des Directives MCC en matière de passation de marché (Lutte contre la Traite des Personnes) et que nous n'allons pas nous engager, faciliter ou autoriser ces activités prohibées pendant la durée du Contrat. De plus, nous garantissons que les activités prohibées décrites au Chapitre 15 des Directives MCC en matière de passation de marché ne seront pas tolérées de la part de nos employés, de tout sous-traitant et de leurs employés respectifs. Enfin, nous reconnaissons que le fait de s'engager dans ce type d'activités est un motif de suspension ou de résiliation du Contrat.

Nous reconnaissons le document de politique du MCC en matière de prévention, de détection et de remédiation de fraude et de la corruption dans les opérations du MCC⁴. Nous avons pris des mesures pour faire en sorte que la personne qui agit pour nous ou en notre nom ne soit engagé dans des pratiques de corruption ou frauduleuses décrites dans la Clause 3 des IAC. Dans ce cadre, nous certifions que :

⁴Disponible sur le site web www.mcc.gov/resources/doc/corruption_policy-fraud-and-RFP_PP4-CIF-EGP-03:_Program_Management_Consultant

Les prix de cette proposition ont été fixés de manière indépendante, sans, dans le but de restreindre la concurrence, aucune consultation, communication, ou accord avec un autre soumissionnaire ou concurrent en relation avec :

- (i) Ces prix ;
 - (ii) L'intention de soumettre une offre ; ou
 - (iii) Les méthodes ou les facteurs utilisés pour calculer les prix offerts.
- (a) Les prix de cette offre n'ont pas été et ne seront pas sciemment divulgués par nous, directement ou indirectement, à tout autre soumissionnaire ou concurrent avant l'ouverture des propositions ou d'attribution de contrat sauf exigence de la loi ; et
- (b) Aucune tentative n'a été faite ou ne sera faite par nous pour induire toute autre personne concernée à soumettre une proposition dans le but de restreindre la concurrence.

Nous soumettons par la présente notre Proposition, qui contient cette Proposition Technique, et une Proposition Financière, chacune placée dans une enveloppe/un paquet scellé, cacheté, clairement distincts et libellés.

Nous soumettons notre Proposition en association avec :

[Insérer la liste avec le nom en toutes lettres et l'adresse de chaque Consultant Associé]⁵

Nous déclarons par la présente que toutes les informations et déclarations faites dans cette Proposition sont vraies et acceptons que toute déclaration erronée puisse conduire à notre disqualification.

Nous y joignons des informations pour appuyer notre éligibilité conformément à la Section III de la DP.

Si des négociations se tiennent durant la période initiale de validité de la Proposition, nous nous engageons à négocier sur la base des Personnels Experts Clés désignés dans notre Proposition.

Notre Proposition engage notre responsabilité et, sous réserve des modifications résultant des négociations du Marché, nous nous engageons, si notre Proposition est retenue, à commencer la prestation des services de consultants relatifs à la mission au plus tard à la date indiquée dans cette DP.

Nous comprenons et acceptons sans condition, conformément à l'article 28.1 des IAC, que

⁵ [Supprimer dans le cas où aucune association n'est prévue]

toute contestation ou protestation contre le processus ou les résultats de ce marché ne peut être menée que par le biais du Système de contestation des offres intérimaire de l'Entité MCA (BCS).

Nous comprenons que vous n'êtes pas tenu(e) d'accepter toutes les Propositions qui vous sont adressées.

Veillez agréer, Madame, Monsieur, l'expression de notre considération distinguée.

Signataire Mandaté

Nom et titre du Signataire

Nom du Consultant

Adresse du Consultant

Annexes :

1. Acte notarié démontrant que la personne qui signe a été dûment mandatée pour signer la Proposition au nom du Consultant et de ses associés ;
2. Lettre(s) patente(s) (ou tous autres documents indiquant le statut juridique) ; et
3. Contrats de coentreprise ou d'association (le cas échéant, mais sans divulguer d'informations relatives à la Proposition Financière).

Formulaire TECH-2A. Capacité Financière du Consultant

[La capacité financière du Consultant à mobiliser et à soutenir les Services est impérative. Le consultant est tenu de fournir des informations sur son statut financier. Cette exigence peut être satisfaite par la soumission de l'un des documents suivants : états financiers audités pour les trois (3) derniers exercices, appuyés par des lettres d'audit, ou les états financiers certifiés pour les trois (3) dernières années, soutenue par les déclarations de revenus.

Le défaut de ne pas présenter l'un des documents suscités en tant que preuve de la capacité financière entraînera le rejet de la proposition.

Si la Proposition est soumise par une coentreprise, il est demandé à toutes les parties de soumettre leurs états financiers. Les rapports seront soumis par ordre d'importance des associés dans l'association, du plus important au moins important.

L'Entité MCA se réserve le droit de demander des informations sur la capacité financière du Consultant. Un Consultant qui n'arrive pas à démontrer à travers ses documents financiers qu'il a la capacité financière pour exécuter les Services demandés, pourra se voir disqualifié.]

Informations Financières (X 000 USD)	Information historique pour les trois (3) derniers exercices (des plus récents aux plus anciens (X 000 USD))		
	Exercice 1 (Exercice)	Exercice 2 (Exercice)	Exercice 3 (Exercice)
Informations extraites du Bilan			
(1) Total Actifs (TA)			
(2) Actifs Actuels (AA)			
(3) Total Passif (TP)			
(4) Passif Actuel (PA)			
Informations extraites de la Déclaration de revenus			
(5) Total Revenus (TR)			
(6) Bénéfices avant Impôt			

(BAI)			
Valeur Nette (1) – (3)			
Ratio Actuel (2) / (4)			

Formulaire TECH- 2B. Procédures actuelles et passées, Litiges, Arbitrage, actions, réclamations, enquêtes et litiges du Consultant

[Fournir des informations sur les procédures actuelles ou passées, litiges, arbitrage, réclamations, investigations ou différends au cours des cinq (5) années, comme indiqué dans le formulaire ci-dessous.]

Le Consultant, ou une société ou une entité ou filiale apparentée, a été impliqué dans une procédure, litige, arbitrage, action, réclamation, enquête ou différend au cours des cinq (5) dernières années, le processus ou les résultats de laquelle l' Entité MCA pourrait raisonnablement interpréter comme pouvant avoir un impact ou ont le potentiel d'avoir un impact sur la situation financière ou opérationnelle du consultant d'une manière qui peut nuire à la capacité du consultant pour satisfaire une de ses obligations en vertu du contrat : Non: ____ Oui : _____ (Voir ci-dessous)

Litiges, Arbitrages, Actions, Réclamations, Investigations, Différends au cours des Cinq (5) Dernières Années		
Année	Domaine du Différend	Valeur de la décision/sentence contre Le Consultant en USD (équivalent)

Formulaire TECH-3. Structure du Consultant

Fournir une brève description du contexte et de la structure de votre entreprise/entité et de chaque associé pour cette mission. Inclure l'organigramme de votre entreprise/entité. La proposition doit démontrer que le Consultant a des capacités organisationnelles et expérience pour fournir le support administratif et technique nécessaire à l'équipe du Projet du Consultant sur place. La Proposition démontrera par ailleurs que le Consultant a la capacité de trouver et de fournir du Personnel de remplacement expérimenté dans un court délai.

Maximum 10 pages

Formulaire TECH-4. Expérience du Consultant

[Conformément au format ci-dessous, fournir les informations pour chaque mission pertinente pour laquelle votre société, et chaque associé de la présente mission, était juridiquement engagé contractuellement, soit individuellement en tant qu'entité commerciale soit en tant que l'une des principales sociétés d'un regroupement, pour l'exécution de services de consultants similaires à ceux requis dans les Termes de Référence de cette DP. **Cela inclut toutes les missions de même nature financées par MCC.** L'omission d'inclure les expériences dans un projet dans lequel les fonds de MCC ont été utilisés peut entraîner le rejet de la proposition. La Proposition doit démontrer que le Consultant dispose d'une d'expérience avérée dans l'exécution de projets similaires en termes de nature, de complexité, de valeur, de durée et d'étendue des services visés par le présent marché.

20 pages maximum.]

Nom de la Mission :	Valeur approximative du marché (en \$ US) :
Pays : Lieu dans le pays :	Durée de la mission (mois) :
Nom du Client :	Nombre total d'employés-mois ayant participé à la Mission :
Adresse :	Valeur approximative des services offerts par votre société au titre du marché ((en \$ US) :
Date de démarrage (mois/année) : Date d'achèvement (mois/année) :	Nombre de professionnels-mois fournis par les consultants associés :
Noms des consultants associés/associés, le cas échéant :	Nom des personnels professionnels senior de votre société impliqués et fonctions occupées (indiquer les principaux postes, par ex. Directeur/Coordonnateur, Chef d'équipe):

Description narrative du projet :

Description des services effectivement fournis par votre personnel dans le cadre de la mission :

Nom de la Société : _____

Formulaire TECH-5A. Références du Consultant

[Donner les coordonnées d'au moins trois (3) références qui pourront fournir des informations pertinentes sur :

- (a) Le type de travail réalisé
- (b) Confirmer la qualité de l'expérience de travail figurant dans le Formulaire TECH-4.

MCA se réserve le droit, à sa seule discrétion, de contacter d'autres sources, ainsi que de vérifier les références et les performances passées, y compris, sans limitation, toutes sources figurant dans le TECH-4. Pour chaque référence, indiquer la personne à contacter, ses adresse, numéros de fax et de téléphone et adresse courriel.

[Maximum 3 pages]

Formulaire TECH-5B. Références sur les contrats financés par MCC

Chaque consultant ou membre d'une co-entreprise/Association constituant le Consultant doit remplir ce formulaire et inclure les informations sur tous les contrats financés par MCC (soit avec le MCC directement ou avec une Entité MCA, partout dans le monde) à laquelle le Consultant ou un membre d'une co-entreprise/Association qui composent le Consultant est ou a été partie que ce soit en consultant principal, affilié, associé, filiale, Sous-Consultant, ou dans tout autre rôle.

Contrats avec MCC			
Nom du contrat et numéro	Rôle dans le contrat	Montant total du contrat	Nom et adresse de l'Employeur
Contrats avec les entités MCA			
Nom du contrat et numéro	Rôle dans le contrat	Montant total du contrat	Nom et adresse de l'Employeur

Formulaire TECH-6. Présentation de la Démarche, de la Méthodologie et du Plan de travail pour réaliser la Mission

[Dans cette section, le Consultant fournira la présentation complète du mode de prestation des Services recherchés conformément aux Termes de Référence de la présente DP. Les informations fournies doivent être suffisantes pour permettre au PET de savoir que le Consultant comprend les enjeux liés à l'exécution des Services demandés et qu'il adopte des démarche, méthodologie et plan de travail en adéquation avec ces enjeux.

Il est recommandé de diviser votre Proposition Technique en trois (3) chapitres. Ainsi :

- (a) Démarche Technique et Méthodologie,
 - (b) Plan de Travail,
 - (c) Plan détaillé de Gestion du Programme ("PGP")
 - (d) Organisation et Dotation en Personnel
- (a) Démarche Technique et Méthodologie. Dans ce chapitre, vous présenterez votre compréhension des objectifs de la mission, votre démarche en termes de prestation des services, votre méthodologie pour exécuter les activités et atteindre les résultats attendus, et le détail de ces résultats. Vous devrez souligner les problèmes à résoudre et leur importance, et expliquer la démarche technique que vous adopterez pour les solutionner. Vous expliquerez en outre la méthodologie que vous entendez adopter et son articulation/ adéquation avec la démarche proposée. Commenter ici aussi tout équipement et/ou logiciel spécialisé qui peut être nécessaire pour effectuer les tâches indiquées dans les Termes de Référence.
- (b) Plan de Travail. Dans ce chapitre, vous proposerez les principales activités de la mission, leur nature et leur durée, leur phasage et leur articulation, les jalons d'avancement (y compris les approbations intermédiaires de l'Entité MCA) et les dates de remise des rapports. Le plan de travail proposé doit être conforme à la démarche technique et à la méthodologie, prouvant que les Termes de Référence ont été compris et traduits en un plan de travail réalisable. Une liste des documents finaux, rapports, dessins et tableaux à fournir à l'achèvement, doit être incluse dans ce chapitre. Le plan de travail doit être conforme au Programme de Travail et de Livrables du Formulaire TECH-10.
- (c) Plan détaillé de Gestion du Programme ("PGP") doit indiquer les politiques, processus, procédures et normes nécessaires à la mise en œuvre harmonieuse et adéquate du Programme de manière à répondre aux besoins et aux attentes de MCA-Bénin II. L'objectif du PGP est de fournir un plan global qui précise les rôles et responsabilités de l'ensemble des acteurs clé de la mise en œuvre du programme.

Le PGP doit être composé des éléments suivants (soit sous forme d'un unique document détaillé ou d'une série de sous-plans distincts) :

- Plan de Gestion des Documents
- Plan de Gestion des Risques
- Plan de Gestion de l'Etendue des services et des Changements/Modifications
- Plan de Clôture du Programme.

Ce Plan fera l'objet de complément par d'autres plans à élaborer au titre des sous-tâches à définir ultérieurement. Le PGP constitue l'un des éléments fondamentaux du processus

d'évaluation des offres, et par conséquent, une esquisse détaillée de la version provisoire du plan doit être soumise ensemble avec les offres. Il sera demandé au soumissionnaire ou à l'adjudicataire déclaré d'élaborer son PGP et d'en soumettre une version complète à l'approbation de MCA-Bénin II dans un délai de douze semaines à compter du démarrage des services.

- (d) Organisation et dotation en Personnel. Dans ce chapitre, vous proposerez la structure et la composition de votre équipe. Vous donnerez la liste des principales disciplines représentées, le nom du professionnel/de l'expert référent, ainsi qu'une liste des personnels techniques et support/ administratifs proposés.

Note :

- Les chapitres ci-dessus doivent distinguer clairement entre les plans pour le contrat de base et les tâches optionnelles.
- Lorsque les termes de référence comprennent les tâches relatives au Genre et à l'inclusion sociale, la proposition devrait explicitement indiquer comment le Consultant exécutera ces tâches dans l'approche technique et méthodologique, le plan de travail, l'organisation et la dotation en personnel. Nous reconnaissons que ce type d'expertise et d'expérience peut être en dehors du travail normal de certains consultants offrant des propositions, et donc appelle une attention particulière à l'importance interdisciplinaire d'une proposition et le plan de dotation en personnel.

[50 pages maximum, tableaux et graphiques compris]

Formulaire TECH-7. Commentaires et Suggestions sur les Termes de référence et la mission

[L'Entité MCA se félicite des commentaires et des suggestions pour améliorer la mission et fournir un meilleur rapport qualité-prix. Ces commentaires et suggestion ne seront pas utilisés à des fins d'évaluation, mais pourront être discutés durant les négociations. L'Entité MCA n'est pas tenue d'accepter les modifications proposées. Si les modifications/suggestions nécessitaient des changements dans le prix proposé, il sera noté comme tel, sans donner les changements de prix.

Maximum 5 pages]

A : sur les Termes de Référence

[Présenter et justifier toute modification et/ou amélioration des Termes de Référence que vous proposez pour améliorer les résultats de la mission (par exemple, supprimer des activités que vous n'estimez pas nécessaires, en ajouter d'autres ou encore proposer un phasage différent des activités).]

B : sur le personnel et les installations de contrepartie

[Commentaires sur le personnel et les installations de contrepartie à fournir par l'Entité MCA.]

Formulaire TECH-8. Composition de l'équipe et Répartition des Tâches

Professionnels Clés				
Nom	Société	Domaine d'expertise	Poste attribué	Tâche attribuée

Formulaire TECH-9. Programme de dotation en personnel (Personnel clé et personnel d'appui)

		Déploiement des personnels ¹ . (sous forme de diagramme bâtons)													Total déploiement en personnels-mois ²				
			1	2	3	4	5	6	7	8	9	10	11	N	Siège	Terrain ³	Total		
Etranger																			
1	[Siège]																		
	[Terr]																		
2	[Siège]																		
	[Terr]																		
3	[Siège]																		
	[Terr]																		
n	[Siège]																		
	[Terr]																		
										Sous-Total									
Local																			
	[Siège]																		
	[Terr]																		

											Sous-Total								
											Total								

1. Pour les Professionnels Clés, le déploiement sera indiqué par individu. Pour les personnels d'appui et administratifs, le déploiement sera indiqué par catégorie (par ex. dessinateurs, personnels de secrétariat, etc.).
2. Les mois sont comptés à compter de la date de commencement de la mission. Indiquer séparément pour chaque Personnel le déploiement au siège/ dans les bureaux du Consultant et sur le terrain.
3. Terrain fait référence au travail exécuté en dehors du siège/ des bureaux du Consultant dans son pays d'attache.

██████████ À plein temps

À temps partiel

Formulaire TECH-10. Programme des Travaux et Livrables

	Activité	Mois											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Tâche 1 – Démarrage/Initiation des services												
2	Tâche 2 – Gestion globale du Programme												
3	Tâche 3 – Supervision des travaux de conception												
4	Tâche 4 – Contrôle financier												
5	Tâche 5 - Gestion des Travaux de Construction												
6	Tâche 6 – Clôture du Programme												
7.	Tâches optionnelles – Autres Services Techniques Optionnels												
	Livrables												
1	Plan de travail												
2	Plan de gestion du Programme												

3.	Plan de Contrôle de Qualité												
4.	Plan des Contrôles du Programme												
5.	Examen des dossiers d'appel d'offres et observations												
6.	Examen des soumissions relatives aux conceptions/constructions												
7.	Rapports mensuels de progress												
8.	Rapports trimestriels de progress												
9.	Rapport annuel de performance												
10.	Rapport Final												
11.	Procès-verbaux de reunion												

[Indiquer l'ensemble des activités principales de la mission, notamment les livrables et autres étapes-jalons, telles que les approbations de l'Entité MCA. Dans le cas de missions phasées, indiquer les activités, les livrables et les étapes-jalons de chaque phase respectivement. La durée des activités sera présentée sous forme de diagramme bâtons. Voir les Termes de Références pour la liste complète des livrables. Le tableau ci-dessus est un format type (à remplir par le Consultant conformément aux Termes de Référence) qui sera utilisé par le Consultant comme indicateur du volume de travaux envisagé. La Proposition sera évaluée comme partie intégrante des Démarche et Méthodologie.]

Formulaire TECH-11. Curriculum Vitae (CV) des Professionnels Clés proposés

1. **Poste proposé** [Un seul candidat sera proposé pour chaque poste]
2. **Nom de l'entreprise** [Insérer la dénomination de l'entreprise proposant les personnels]
3. **Nom du personnel** [Insérer le nom en toutes lettres]
4. **Date de naissance** [Insérer date de naissance]
5. **Nationalité** [Insérer nationalité]
6. **Niveau d'études** [Indiquer les études universitaires et autres études spécialisées du personnel ainsi que le nom des établissements fréquentés, les diplômes obtenus et les dates d'obtention.]
7. **Affiliation à des Associations Professionnelles**
8. **Autres formations** Indiquer autres formations reçues/ diplôme(s) au-delà de la licence]
9. **Pays où le personnel a travaillé** [Donner la liste des pays où le personnel a travaillé au cours des 10 dernières années] :
10. **Langues** [Indiquer pour chaque langue le degré de connaissance : bon, moyen, médiocre pour ce qui est de la langue parlée, lue et écrite]

Langue	Parlée	Lue	Écrite
11. **Expérience professionnelle** [*En commençant par son poste actuel, indiquer par ordre chronologique décroissant les emplois occupés par l'employé depuis la fin de ses études. Pour chaque emploi (voir le formulaire ci-dessous), donner les dates, le nom de l'employeur et le poste occupé.*]

De [année] : À [année] :

Employeur :

Poste(s) occupé(s) :
12. **Détail des tâches attribuées** [Indiquer toutes les tâches à exécuter pour cette mission]
13. **Expérience de** [Parmi les missions auxquelles le personnel a pris part, donner les

l'employé qui illustre le mieux sa capacité à assumer les tâches attribuées

informations suivantes pour les missions qui illustrent au mieux la compétence professionnelle du personnel pour les tâches mentionnées au point 11.]

Nom du projet ou de la mission :

Année :

Lieu :

Client

Projet principal :

Poste occupé :

Tâches et activités exécutées :

14. Références :

[Indiquer au moins trois références différentes ayant une bonne connaissance du travail du personnel. Inclure le nom de chaque référence, son titre, son numéro de téléphone et son adresse courriel.] [L'Entité MCA se réserve le droit de contacter d'autres sources et de vérifier les références apportées, en particulier pour les interventions dans les projets financés par MCC.]

15. Déclaration sur l'honneur :

Je soussigné(e), certifie en mon âme et conscience que ce CV me décrit correctement, ainsi que mes qualifications et mon expérience. Je comprends que toute fausse déclaration faite intentionnellement constituera un motif de disqualification, ou de renvoi, dans le cas où je serais engagé(e).

Je soussigné(e), affirme par la présente que j'accepte de répondre avec [Consultant] à la Demande de Propositions ci-dessus. Je déclare en outre que je suis capable et disposé à travailler :

16. pour la/les période(s) prévue (s) dans les Termes de Référence spécifiques inclus dans le Dossier de Demande de Propositions pour le poste pour lequel mon CV a été inclus à la Proposition du Consultant ; et
17. pour la durée de la mise en œuvre du marché spécifique.

Signature du Professionnel Clé

Si ce formulaire N'a PAS été signé par le Professionnel Clé, en le signant ci-dessous, le représentant mandaté du Consultant déclare ce qui suit :

« En signant ci-dessous, si le Professionnel Clé N'a PAS signé ce CV, je déclare que les faits qui y sont énoncés sont, autant que je puisse en juger, authentiques et corrects ET je confirme que j'ai approché ce Professionnel Clé et obtenu de lui/d'elle l'assurance de sa disponibilité pour cette mission si le Marché est conclu au cours de la période de validité de la DP. »

Signature du Représentant Mandaté du
Consultant

Jour/mois/année

Section IV. B. Financial Proposal Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 12.5 of Section I, Instructions to Consultants.

1. Financial Proposal Forms in English

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Proposal and therefore should not appear on the Financial Proposals to be submitted.

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: **Mr. Gabriel DEGBEGNI, Acting National Coordinator of Millennium Challenge Account -BENIN II (MCA-BENIN II)**

Address: Immeuble KOUGBLENOU, 3^{ème} étage
 Domaine de l'OCBN, Quartier Zongo Nima
 Derrière Compagnie Territoriale de la Gendarmerie du Littoral
 01 BP 101 Cotonou, Republic du Benin

Email: info@mcabenin2.bj

Ladies and Gentlemen:

Re: Program Management Consultant (PMC)

RFP Ref: PP4-CIF-EGP-03

We, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated **[Insert Date]** and our Technical Proposal.

Our attached Financial Proposal is for the fixed price of **[Insert amount(s)]⁶ in words and figures**].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph ITC 16.1 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:⁷

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

⁶ Amount must coincide with the ones indicated under total price of Form FIN-2.

⁷ If applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution”.

Authorized Signatory

Name and title of Signatory

Name of Consultant

Form FIN-2. Price Summary
Re: Program Management Consultant (PMC)
RFP Ref: PP4-CIF-EGP-03

	Price ¹	
	US\$	[Local Currency]
<i>Base contract</i>		
<i>Optional tasks</i>		
Total Price of Financial Proposal		

1. Indicate the total price to be paid by the MCA Entity in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section VI, General Conditions of Contract.)
2. If the RFP contains options, the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profits).
4. See PDS ITC 12.5 regarding travel-related expenses.

Form FIN-3. Breakdown of Price by Activity
Re: Program Management Consultant (PMC)
RFP Ref: PP4-CIF-EGP-03

[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the MCA Entity and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase.]

Group of Activities by Phase	Description ²	
	Price ³	
	US\$	Local Currency
Task 1 – Service Initiation		
Task 2 – General Program Management		
Task 3 – Design Oversight		
Task 4 – Financial Oversight		
Task 5 – Construction Management		
Task 6 – Program Close-Out		
Optional tasks – Optional Additional Technical Services		

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option years.
2. A short description of the activities whose price breakdown is provided in this Form.
3. Provide **fully loaded prices** (including international travel, communications, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
4. See PDS ITC 12.5 regarding travel-related expenses.

Form FIN-4. Breakdown of Remuneration**Re: Program Management Consultant (PMC)****RFP Ref: PP4-CIF-EGP-03**

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by the MCA Entity.]

Name ²	Position ³	Person-Month Fully Loaded Rate ⁴		
Foreign Staff			US\$	[Local Currency]
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
Local Staff				
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

1. Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH-8 and 9.
2. Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
4. Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
5. See PDS ITC 12.5 regarding travel-related expenses.

2. Financial Proposal Forms in French

Section 4 B. Formulaires de Proposition Financière

[Les Formulaires Type de Proposition Financière doivent être utilisés pour la préparation de la Proposition Financière conformément aux instructions figurant au paragraphe 12.5 de la Section 1 - Instructions aux Consultants.]

FIN-1 Formulaire de Soumission de la Proposition Financière

FIN-2 Récapitulatif des Prix

FIN-3 Ventilation des Prix par Activité

FIN-4 Ventilation des Prix par Rémunération

NB. : Les commentaires entre parenthèses dans les pages suivantes ne fournissent qu'une indication pour la préparation de la Proposition Financière ; à ce titre, ils ne figureront pas dans les Propositions Financières à soumettre.

Formulaire FIN-1. Formulaire de Soumission de la Proposition Financière

[Lieu, Date]

A l'attention de : M. Gabriel DEGBEGNI

Coordonnateur National a.i

Millennium Challenge Account -Bénin II (MCA-Bénin II)

Adresse : Immeuble KOUGBLENOU, 3^{ème} étage
Domaine de l'OCBN, Quartier Zongo Nima
Derrière Compagnie Territoriale de la Gendarmerie du Littoral
01 BP 101 Cotonou, République du Benin

Email : info@mcabenin2.bj

Madame, Monsieur

Re : Consultant en Gestion de Programme**RFP Ref: PP4-CIF-EGP-03**

Nous, soussignés, avons l'honneur de vous proposer nos services de consultants, pour la mission indiquée ci-dessus en Objet conformément à votre Demande de Propositions en date du [date] et à notre Proposition Technique.

Notre Proposition Financière ci-jointe porte sur le montant forfaitaire de [insérer le(s) montant(s)]⁸ en toutes lettres et en chiffres].

Notre Proposition Financière engage notre responsabilité sous réserve des modifications résultant des négociations contractuelles relatives au Marché, jusqu'à expiration de la période de validité de la Proposition visée au Paragraphe 16.1 des **DPDP**.

Les commissions et gratifications versées ou à verser par nous à des agents dans le cadre de la présente Proposition et de l'exécution du Marché, si nous en sommes les adjudicataires, sont indiquées ci-dessous⁹ :

⁸Ce(s) montant(s) doi(ven)t coïncider avec celui(ceux) porté(s) au Formulaire Fin-2, Prix Total.

⁹ Le cas échéant, remplacer ce paragraphe par : « Aucune commission ni gratification n'a été, ni ne sera, versée par nous à des agents dans le cadre de la présente Proposition et de l'exécution du Marché. »

Nom et adresse des agents	Montant et Monnaie	Objet de la Commission ou de la gratification

Nous comprenons que vous n'êtes pas tenu d'accepter toutes les Propositions qui vous sont adressées.

Veillez agréer, Madame, Monsieur, l'expression de notre considération distinguée.
Signataire Mandaté

Nom et titre du Signataire

Nom du Consultant

Formulaire FIN-2. Récapitulatif des Prix
Re : Consultant en Gestion de Programme
RFP Ref: PP4-CIF-EGP-03

	Prix ¹	
	US\$	[Monnaie locale]
<i>Période de base</i>		
<i>Tâches optionnelles</i>		
Prix total de la Proposition Financière		

1. Indiquer le prix total à payer par l'Entité MCA dans chaque monnaie. Ce prix total doit correspondre à la somme des sous-totaux indiqués dans le Formulaire FIN-3. (Les dispositions fiscales relatives à la présente DP sont énoncées en Section 5 – Formulaire du Marché)
2. Si la DP contient des options, le prix complet de ces options sera fixé et évalué à 100%.
3. Veuillez indiquer des **prix complets** (qui tiennent compte notamment des déplacements internationaux, communications, transports sur place, charges administratives, expédition d'effets personnels, charges et bénéfices directs et indirects.).
4. Cf. DPDP 12.5 pour les dépenses liées aux déplacements.

Formulaire FIN-3. Ventilation des Prix par Activité¹
Re : Consultant en Gestion de Programme
RFP Ref: PP4-CIF-EGP-03

[Les informations présentées dans ce Formulaire seront utilisées uniquement pour définir les paiements au Consultant au titre des services supplémentaires demandés par l'Entité MCA et /ou dans le but de vérifier que les prix proposés sont raisonnables. Veuillez remplir pour chaque phase.]

Groupe d'Activités par Phase ²	Description ³	
	Prix ⁴	
	USD	Monnaie locale
Tâche 1 – Démarrage/Initiation des services		
Tâche 2 – Gestion globale du Programme		
Tâche 3 – Supervision des travaux de conception		
Tâche 4 – Contrôle financier		
Tâche 5 – Gestion des Travaux de Construction		
Tâche 6 – Clôture du Programme		
Tâches optionnelles – Autres Services Techniques Optionnels		
Total		

1. Le Formulaire FIN-3 doit être rempli pour la totalité de la mission. Au cas où certaines des activités exigeraient des modes de facturation et de paiement différents (par exemple lorsque le marché est phasé et que chaque phase fait l'objet d'un échéancier différent), le Consultant remplira un Formulaire FIN-3 différent pour chaque groupe d'activités. Inclure les années de base et les années d'option(s).
2. Une brève description des activités dont le prix ventilé apparaît dans le présent Formulaire.

-
3. Fournir des **prix complets** (qui tiennent compte notamment des déplacements internationaux, communications, transports sur place, charges administratives, expédition d'effets personnels, charges et bénéfices directs et indirects coûts et bénéfices directs et indirects).
 4. Cf. DPDP 12.5 pour les dépenses liées aux déplacements.

Formulaire FIN-4. Ventilation de la Rémunération

Re : Consultant en Gestion de Programme

RFP Ref: PP3-CIF-EGP-03

[[Les informations présentées dans ce Formulaire seront utilisées uniquement pour définir les paiements au Consultant au titre des services supplémentaires demandés par l'Entité MCA.]

Nom ²	Poste ³	Taux plein personnel-mois ⁴	USD	[Monnaie Locale]
Personnels étrangers		Siège		
		Terrain		
		Siège		
		Terrain		
		Siège		
		Terrain		
Personnels locaux				
		Siège		
		Terrain		
		Siège		
		Terrain		
		Siège		
		Terrain		

1. Le Formulaire FIN-4 doit être rempli pour les mêmes Professionnels et autres Personnels supports et administratifs que ceux qui figurent dans les Formulaires TECH-8/9.
2. Les Professionnels doivent être présentés individuellement ; les Personnels supports et administratifs par catégorie (par ex., dessinateur, personnel administratif, etc.).
3. Les postes des Professionnels doivent correspondre à ceux indiqués dans les Formulaires TECH-8 et 9.
4. Indiquer séparément les taux personnels-mois pour le travail au siège/dans les bureaux du Consultant et le travail sur le terrain (y inclure les déplacements internationaux, communications, transports sur place, charges administratives, expédition d'effets personnels, charges et bénéfices directs et indirects, charges et bénéfices directs et indirects).
5. Cf. DPDP 12.5 pour les dépenses liées aux déplacements.

Section V. Terms of Reference

The RFP is issued in English but the proposals are to be submitted in French. This is the reason as to why the English and French versions of the TOR are being provided. However, please note in case of discrepancy, the English version of the TOR shall prevail.

English version

TERMS OF REFERENCE BENIN POWER COMPACT CONSULTANCY SERVICES FOR PROGRAM MANAGEMENT

1.0 INTRODUCTION

1.1 MCC and Government of Benin

The Millennium Challenge Corporation (“MCC”) is a United States government-owned corporation created under Title VI of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 2004 and is responsible for the stewardship of the Millennium Challenge Account. MCC works with developing countries to promote sustainable economic growth to reduce poverty. Eligible countries develop specific investment programs to be funded by MCC through a grant agreement or compact over a five-year period and implemented by the country partner.

On September 9, 2015, acting on behalf of the United States Government (“USG”), MCC signed a second Compact with the Government of Benin (the “Government” or “GoB”) focused on the electric power sector. The Compact, comprised of a US\$375 million grant from the USG and a \$28 million matching contribution from the GoB, aims to strengthen Benin’s national utility, attract private sector investment, and fund infrastructure investments in electric generation and distribution as well as off-grid electrification for poor and unserved households. The Compact in its entirety can be found at www.mcc.gov. Annex I to the Compact contains a detailed program description.

The Benin Compact will be implemented for a five-year period and entered into force on June 22, 2017. A Millennium Challenge Account entity, Millennium Challenge Account-Benin (“MCA-Benin II” or “MCA”), has been established to implement the Compact program. MCA-Benin II has been established as a legal entity in Benin and will be governed by a public-private Board of Directors accountable to the President of the Republic of Benin.

1.2 Overview of Scope of Services

MCA-Benin II, serving as the client, will hire a consulting firm (the “Consultant”) to serve as the Program Management Consultant (“PMC”) to provide general program management, design oversight and reviews, and construction management.

In order to perform services under this contract, the Consultant will also be expected to work in close consultation with certain GoB ministries and agencies, the Implementing Entities (“IE”) that will partner with MCA-Benin II in furtherance of the Compact program. Each of the Implementing Entities will sign an Implementing Entity Agreement (“IEA”) with MCA-Benin II. Specifically, the Consultant will work closely with the institutions listed below in the execution of this Terms of Reference (“ToR”).

1.3 Accountable Entity

MCA-Benin II is the Government’s Accountable Entity (“AE”) responsible to MCC for the implementation of the Compact. MCA will procure all goods and services under the Compact, and will enter into contracts and administer all such contracts with the service providers. MCA is also responsible for managing political processes, reporting quarterly and annual performance data, implementing the Monitoring and Evaluation (“M&E”) Plan, and public relations.

To carry out the management responsibilities related to the program, in addition to the PMC called for in this ToR, MCA-Benin II will utilize professional firms to assist with various technical and managerial functions. These will include the following:

- **Fiscal Agent (“FA”):** The Fiscal Agent is a contractor hired by MCA responsible for handling all the funds provided by MCC. The FA will provide data and information on targets for key process milestones, mainly the commitments and disbursements on key contracts.
- **Procurement Agent (“PA”):** The Procurement Agent is a contractor hired by MCA responsible for managing all the procurement activities associated with the Compact.
- **Design Consultants:** MCA-Benin II has engaged, or will engage, several engineering consultants to prepare detailed designs and Environmental and Social Impact Assessments (“ESIAs) as well as construction tender documents and provide construction supervision services. For purposes of this ToR, all consultants providing such services will be referred to as Design Consultants¹⁰.
- **Environmental and Social Oversight Consultant (“ESOC”):** MCA-Benin II intends to procure a team of consultants who will have responsibility for supporting MCA-Benin II in all environmental, social, health and safety, aspects of the compact. This will include aspects related to resettlement action planning and implementation, environmental, social, health and safety management systems (“ESHMS”), and oversight of adherence of health and safety aspects during construction. Close coordination between the ESOC and the PMC will be critical.

¹⁰ It is expected that the National Dispatch Activity will be delivered under a Design-Build (“D-B”) approach. In this case, the D-B Contractor will also prepare final designs.

-
- **Contractors:** MCA-Benin II may procure a number of contractors who will be engaged to implement the Compact projects under design-bid-build, design-build, or other alternative delivery mechanisms.

1.4 Implementation Arrangements

MCA-Benin II will sign IEAs with various entities both within and external to the GoB. These entities are referred to as Implementing Entities (“IEs”). The IEs will fulfil various roles and functions depending on the project and activity, some of which may include but is not limited to, technical input, providing data, participating in reviews, and providing approvals. Following is an overview of the roles and responsibilities of the IEs for the Benin Power Compact with whom the PMC is expected to liaise:

- **Ministère de l’Energie, de l’Eau et des Mines (“MEEM”):** MEEM provides policy oversight over the electric power sector in Benin and will be an IE under the Compact and will be responsible for supporting the implementation of aspects of Compact projects on behalf of MCA.
- **Agence Béninoise pour l’Environnement (“ABE”):** ABE is responsible for oversight of the environmental assessment process in Bénin and for monitoring and enforcing compliance with environmental legislation and regulations. For projects meeting certain thresholds, the ABE will be providing certification approving ESIA’s prior to construction.
- **Agence Béninoise d’Électrification Rurale et de Maîtrise d’Énergie (“ABERME”):** ABERME was created in 2004 to implement government policy regarding rural electrification and energy oversight. ABERME is responsible for rural extensions of the SBEE grid. ABERME will be an IE under the Compact and will be responsible for supporting the implementation of specified activities under the Policy Reform and Institutional Strengthening Project and the Off-Grid Electricity Project on behalf of MCA-Benin II.
- **Agence Nationale pour le Développement des Energies Renouvelables et de l’efficacité Energétique (“ANADER”):** ANADER was established in 2014 and is intended to work for the promotion and application of all forms of renewable and sustainable energy. ANADER will be an IE under the Compact and will be responsible for supporting the implementation of specified activities under the Policy Reform and Institutional Strengthening Project and the Off-Grid Electricity Project on behalf of MCA-Benin II.
- **Autorité de Régulation de l’Electricité au Bénin (“ARE”):** ARE regulates the electric power sector in Benin and will be an IE under the Compact and will be responsible for supporting the implementation of specified activities under the Policy Reform and Institutional Strengthening Project on behalf of MCA, per an IEA between MCA and ARE.
- **Société Béninoise d’Énergie Électrique (“SBEE”):** SBEE is the national electricity distribution company and will be an IE under the Compact and will be responsible for

supporting the implementation of Compact projects, most notably the Electricity Distribution and some aspects of the Electricity Generation Projects and aspects of the Policy Reform and Institutional Strengthening Project on behalf of MCA.

- **Communauté Electrique du Bénin (“CEB”):** CEB is a bi-national organization, owned jointly by the Governments of Benin and Togo, established in 1968 that provides generation, import, and transmission to the two countries. CEB will be an IE under the Compact and will be responsible for supporting the implementation of specified activities under the Electricity Distribution Project on behalf of MCA.

For a more extensive discussion of the structure of the power sector in Benin, refer to Annex A to this ToR -- Overview: Electricity Sector of Benin.

2.0 BACKGROUND

2.1 Country Background

Benin has a population of 10.3 million, with 36% living below the national poverty line and with a poverty incidence of 35% in rural areas and 27% in urban areas. The transportation boom related to increased trans-shipment and high cotton prices has resulted in an average growth rate of 4% over the last decade. However, the continued population growth (3.5% per year over the past decade) has resulted in a net poverty increase. Extreme poverty is concentrated in the north of the country, where food insecurity is widespread. Benin’s agricultural sector, dominated by cotton, accounts for 36% of GDP, employs 48% of the working population, and accounts for 80% of export earnings. The Benin economy is vulnerable to external shocks resulting from swings in commodity prices or policy changes in Nigeria, Benin’s major trading partner.

2.2 Benin Power Compact

The second compact between the GoB and MCC targets lack of electricity infrastructure, a binding constraint to economic growth in Benin, where an insufficient quantity and quality of electricity results in reduced productivity, output, and investment for businesses, less effective delivery of public and social services (Annex 1), and diminished well-being and economic opportunity for households.¹¹ The root causes of these problems lay not only in the poverty of the country but in the policies, institutions, and actors comprising the sector.

The Compact aims at addressing these core problems through policy reforms and institutional strengthening, large-scale investments in energy generation and distribution infrastructure, as well as off-grid electrification and is comprised of the follow four projects:

¹¹ Benin completed its first compact in October 2011. The \$307 million program included the following projects: (i) modernizing and expanding the Port of Cotonou; (ii) promoting land security; (iii) improving access to capital for micro- and medium-sized enterprises; and (iv) creating a more efficient judicial system.

- **Policy Reform and Institutional Strengthening Project:** This project will advance far-reaching policy reforms and strengthen institutions through improved regulation, tariff reform, utility operations and management, energy efficiency, and private investment in power generation. The project advances the compact’s policy reform agenda, including planned conditions precedent. For the Activities under the Policy Reform and Institutional Strengthening Project, however, it is envisaged that the PMC will not provide any technical inputs; rather, the PMC will track actual progress against expected progress as reported by MCA-Benin II staff in charge of these Activities so as to maintain a centralized Compact-wide program.
- **Electricity Generation Project:** This project will increase the amount of effective installed generating capacity in Benin by 78 megawatts (“MW”) – equivalent in capacity to one-third of the country’s current peak demand – while helping the country decrease its reliance on unreliable energy imports. This will be achieved through the installation of 45 MW of solar photovoltaic generation and the rehabilitation of 33 MW of thermal and hydroelectric generation infrastructure that will complement the solar investment. The PMC will be required to perform some level of design reviews and possibly assist with procurements for the three Activities in the Electricity Generation Project in addition to providing general program management and environmental and social oversight services. The Electricity Generation Project is comprised of the following three Activities:



- **Photovoltaic Generation Activity:** Through a feasibility study conducted during compact development, four suitable sites were identified for the installation of photovoltaic power plants to meet local demand and feed into Benin’s electricity network. The sites were selected based on their location in relation to the Benin power grid and substations, as well as their available solar resources, and then evaluated based on which would present the least potential environmental, social, and resettlement impacts. The four sites selected will produce a total of 45 MW of new solar generation.¹² The planned installed capacity for each site is as follows:

- Natitingou: 5 MW

¹² Although two of the six initially-proposed sites were eliminated as the program was downsized to fit within the budget, MCC has agreed with MCA-Benin II to carry those sites forward from the feasibility study phase through the design phase. They include a 2 MW site at Bembèrèkè and a 35 MW site at Onigbolo.

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- Djougou: 10 MW
 - Parakou: 15 MW
 - Bohicon: 15 MW

The implementation approach for the Photovoltaic Generation Activity has not yet been finalized and is under discussion between the GoB, MCA-Benin II, and MCC. There is interest in pursuing an Independent Power Provider (“IPP”) approach to this Activity. If this is the case, MCA-Benin II would need to procure a Transaction Advisor to assist with technical, financial, and legal aspects of the deal. Regardless of the implementation approach selected, it is envisaged that the PMC would provide at least limited technical and document reviews, and track actual progress against expected progress for this activity on behalf of MCA.

Thermal Generation Activity: This activity originally contemplated the rehabilitation of a total of 32 MW of small thermal generation units to complement the solar generation plants by providing electric power to meet nighttime peak demand. In order to respond to a crisis situation regarding the country’s electricity supply, however, the GoB took the decision in the fall of 2016 to undertake this work themselves rather than wait for compact funding to be available. MCC and MCA-Benin II are currently engaged in analysis and discussions to determine how to reallocate this funding; the PMC may be required to participate in these discussions.

- **Hydroelectric Generation Activity:** This activity would rehabilitate an existing run-of-the-river hydropower facility that would provide power in one of the poorest and most remote areas of Benin (Yéripao / Natitingou). The existing generating unit has not produced any power in approximately three years. Work at the site would entail the rehabilitation of a 0.505 MW 2-jet Pelton turbine and the installation of a second turbine of equal capacity. It is expected that MCA-Benin II will procure the services of a Design Consultant and/or a Contractor or D-B Contractor to complete technical designs and environmental and social impact management and mitigation documents. It is therefore envisaged that the PMC would provide the full complement of program management and oversight services for this Activity, including but not limited to technical and document reviews and tracking actual progress against expected progress.
- **Electricity Distribution Project:** This project will modernize Benin’s electricity distribution infrastructure to expand grid capacity to accommodate future growth, improve reliability, and reduce losses and outages. The project will improve the grid serving Cotonou, the commercial capital, selected regional networks as a complement to proposed solar generation investments, as well as on a national level by building a modern distribution dispatch and control center to more effectively manage the network, including intermittent power from renewable sources. It is envisaged that the PMC would provide the full complement of program management and oversight services for this Project, including but not limited to technical and document reviews and track actual progress

against expected progress. Further details regarding the use of Design Consultants and D-B Contractors is provided in Section 3.

The Electricity Distribution Project is comprised of the following three Activities:

- **Regional Grid Strengthening Activity:** This activity will replace lines, upgrade substations, install new switchgear connections and build new substations where needed to complement investments in solar power generation (contemplated as part of the Electricity Generation Project) in the cities of Natitingou, Parakou and Djougou. This activity would also build a new 63 kV connection from Porto Novo to Akpakpa, and build a new substation to improve network capacity and reliability in Benin's second largest city.
- **Cotonou Grid Strengthening Activity:** This activity would improve reliability of the network in response to the anticipated increase in demand through a variety of infrastructure projects identified as priorities by feasibility studies, including new lines, switchgears, new substations, and city network extension.

MCA-Benin II has procured a Design Consultant to prepare detailed designs, ESIA's, and all construction tender documents for both the Regional Grid Strengthening Activity and the Cotonou Grid Strengthening Activity.

- **National Electricity Dispatch Activity:** This activity would build a national distribution control center ("NDCC"), a necessary requirement to accommodate the planned photovoltaic generation, and to provide real-time network monitoring, control, and data collection. This Activity will be implemented under a design-build approach, with a separate design-build procurement for the building to house the NDCC. The Design Consultant whom MCA-Benin II has procured to provide design services for the On-Grid Distribution Sub-Activities will also provide construction supervision for the NDCC.
- **Off-grid Electricity Access Project:** This project will expand access to electricity in a country where only one-third of the population has electricity through funding of an off-grid clean energy grant facility along with policy and institutional strengthening to support the entire off-grid power sector in Benin. It is comprised of the following two activities:
 - **Off-Grid Clean Energy Facility ("OGCEF"):** The facility would finance off-grid clean energy solutions (e.g., small-scale biomass, solar and hybrid systems) for communities, continuity of service for critical public infrastructure (such as hospitals and water supply), renewable energy resource devices for individual families, including for the purpose of reducing women's time and labor burdens (e.g., household photovoltaic units), and energy efficiency measures nationwide. The facility would seek to leverage MCC's resources through partnerships with private companies, Non-Governmental Organizations ("NGOs"), communities or other entities that

demonstrate viable off-grid, clean energy solutions for Benin. A facility manager will select the most promising partners based on a strict set of criteria, including that each proposal must meet an economic rate of return of ten percent or higher. The PMC is not anticipated to have a role in this activity.

- **Enabling Environment for Off-Grid Electricity:** Given that the OGCEF envisions a funding window dedicated to village-scale solutions (i.e., mini-grids), it is imperative that a policy and legal framework be developed addressing an off-grid approach to rural electrification in Benin. To date, the preferred approach to electrification has been grid extension but there is a growing awareness of the limitations of that approach. To accelerate the rate of electrification, it has become clear that some of the obstacles to off-grid electrification have to be removed; hence this project. This activity will complement the Off-Grid Clean Energy Facility by establishing a clear and transparent framework for off-grid electrification to clarify ownership, operations, tariffs, subsidies and other issues pertaining to mini-grids. The PMC will track actual progress against expected progress for this activity.

To emphasize the importance of this activity in ensuring the success and sustainability of the OGCEF, the Benin Power Compact links \$20 million in funding for the OGCEF to the implementation of the recommendations and policies developed as part of the Enabling Environment for Off-Grid Electricity in the form of a Condition Precedent, which requires the GoB to implement an Off-Grid Policy within two years of Entry Into Force (“EIF”) of the Compact.

2.3 Benin Power Compact Implementation Timeline

Since Compact signing, MCA-Benin II has been set up and program preparatory activities are ongoing. Under MCC’s statute, all program disbursements need to be made within five years of the EIF date. EIF occurred on 22 June 2017. Based on this projected EIF date, all construction related activities will need to be completed by second quarter of 2022. All resettlement related activities (i.e., preparation of resettlement action plans (“RAPs”), disbursing compensation, restoration of livelihood, and the RAP Completion Reports) should be targeted for completion by the end of the fourth year of the Compact. In some cases, facility commissioning and the defects liability period may extend beyond the 5-year Compact implementation period

3.0 SCOPE OF SERVICES

3.1 Consultancy Objectives

The PMC shall assist in the overall management of the Compact Program during implementation (from design review through construction, commissioning and the defects liability period). The intensity of the services required of the PMC will vary, however, depending on the particular Project/Activity, as described in Section 2.2. The PMC’s activities will generally fall under the following main categories of services:

- General program management
- Design review

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- Financial oversight and tracking program disbursements
 - Construction management
 - Program close-out support

The PMC will provide these services, including those more fully described below, and any and all work necessary to complete these services or carry them out fully, as well as any other Additional Services that may be identified and added to this contract.

In response to this ToR, Bidders are expected to include in their proposals detailed approaches and methodologies for cost effective implementation of these tasks, including specifics on the proposed software, and reporting and risk management tools. Bidders are also encouraged to propose additional and/or alternative approaches to accomplish desired program outcomes and objectives (these need to be provided in the enclosed Form TECH-7). Any comments, modifications or improvements to the suggested activities should be fully and clearly explained in the proposal. However, Form TECH-7 will not be evaluated and should not be priced by the Bidder in its proposal. These suggested modifications would be discussed during negotiations at the discretion of MCA-Benin II. If any of the modifications are selected by MCA-Benin II, the price will be adjusted accordingly.

3.2 Major Tasks

The minimum activities required under the broad categories of service have been organized into seven major work tasks, including:

- Task 1 – Service Initiation
- Task 2 – General Program Management
- Task 3 – Design Oversight
- Task 4 – Financial Oversight
- Task 5 – Construction Management
- Task 6 – Program Close-Out
- Optional tasks – Optional Additional Technical Services

3.2.1 Task 1 – Service Initiation

This task is associated with the activities required to commence PMC services. The activities to be executed by the PMC are outlined below.

3.2.1.1 Kick-Off Meeting

The PMC shall arrange for and conduct a kick-off meeting with MCA-Benin II to review the scope of work, methodologies, timing of deliverables and initial work plans. The formal kick-off meeting will be held at the MCA-Benin II offices in Cotonou, Benin. The PMC will mobilize its core team immediately following this kick-off meeting.

3.2.1.2 Data Collection & Initial Site Visits

The PMC will identify, collect and review pertinent background information to facilitate its assignment. MCA-Benin II will facilitate the collection and transmission of all requested data. The PMC will also conduct site visits and hold introductory meetings with the relevant officials and entities, such as those listed in Section 1.3 and 1.4, and any others identified by MCA-Benin II. MCA will assist the PMC in making the initial contacts and will participate in these introductory meetings.

3.2.1.3 Program Office Setup

Prior to or directly following the kick-off meeting, the PMC shall establish its program head office in Cotonou, preferably in proximity to the offices of MCA-Benin II. The office shall be fully furnished and equipped by the PMC. The facilities shall be large enough to accommodate PMC long-term and short-term personnel along with a large conference room for facilitating routine meetings. The facilities shall be equipped with the full range of electronic capabilities, including high-speed internet access, printing, scanning, copying, and plotting equipment and a video conferencing system.

In addition to the head offices, a field office shall be established in Parakou, preferably co-located with the MCA-Benin II regional office. The PMC shall be responsible for provision of the field office equipment such as Computers, Scanners, Fax Machines, Photo Copiers, and other necessary equipment to practice its duties.

Within the PMC's head office, the PMC shall also provide two rooms with basic furniture (desks, tables and chairs) to accommodate MCA-Benin II staff. MCA will make occasional use of PMC's photo copiers, scanner, printers, fax and high-speed internet. However, MCA will provide its staff with computers to practice their duties.

3.2.1.4 Work Plan

Within four weeks of receiving notice to proceed, the PMC shall prepare and submit a detailed program work plan. This document should include:

- Executive summary.
- Detailed work plan description.
- Preliminary schedule for the PMC's activities with critical milestones identified and particular attention to Compact Conditions Precedent.

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- Breakdown of anticipated level of effort by the major activities.
 - Staffing plan with clearly identified roles and responsibilities.
 - List of any foreseen impediments to finishing the assignment in accordance to the executed program management agreement.
 - List of applicable laws and standards (Beninese, MCC, etc.).

An MS Project-based work plan was developed jointly by MCA-Benin II and MCC will be provided to the PMC prior to the Kick Off Meeting. An early task of the PMC will be to develop this into a Compact-wide work plan all the way through defects liability periods.

3.2.2 Task 2 – General Program Management

This task represents the PMC’s basic responsibility for providing general program management support to MCA-Benin II in connection with the management and administration of program implementation. The required activities under this task should include:

- Program Planning
- Program Assurance
- Program Administration

Each of these required activities are further described below.

3.2.2.1 Program Planning

The PMC shall prepare a comprehensive Program Management Plan (“PMP”). The PMP should provide the policies, processes, procedures and standards necessary to consistently implement the program to meet the needs and expectations of MCA-Benin II. The purpose of the PMP is to provide an overall plan for the program, to clarify roles and responsibilities of all key program participants.

The PMP shall include the following components (either as one comprehensive document or a series of individual sub-plans):

- Document Management Plan
- Risk Management Plan
- Scope and Change Management Plan
- Program Close-Out Plan

This plan will be supplemented by the other plans discussed under subsequent subtasks. The PMP is one of the essential elements in the tender evaluation process and therefore a detailed outline of the proposed plan shall be submitted with the tender. The successful Tenderer will be required to elaborate on his PMP and submit a complete version for MCA-Benin II approval within twelve weeks of the commencement of services.

The requirements for each of these plan components are further described below.

Document Management Plan

The PMC shall devise, implement and maintain over the life of the program an integrated interface facility devoted to record and document management and control. This system shall allow project participants, as authorized by MCA, to efficiently interact with team members, find organizational resources, manage content and workflow, and have access to information necessary for taking appropriate actions and/or decisions. The interface facility shall allow for the selected project participants to work together efficiently and effectively, collaborate on and publish documents, indexing, maintain task lists, implement workflow, and share information. In addition, the system shall allow for the creation and management of documents, records, and Web content.

Records management and document control software comprise the classification, storage, retrieval, and updating of all program information. This activity shall cover all information and data requirements of the projects, which shall include, but not be limited to, the following:

- Correspondence (written and electronic)
- Design phase documents
- Tender(s) documents
- Contract(s) documents
- Construction phase documents
- Schedule(s) data
- Cost and payment(s) documents
- Site instructions
- Variation orders
- Claims
- Minutes of meetings
- Environmental and social monitoring reports (in coordination with the ESHSMS)
- Any other related documentation

The Document Management Plan should define how these documents will be processed, including:

- Document control procedures.
- Document control system to be established.
- Plan for integrating program information into existing systems such as those at SBEE, as appropriate.
- Plan for transfer of documents at conclusion of the Compact program.

Risk Management Plan

The PMC shall develop a Program Risk Management Plan for all identified risks including, but not limited to, cost, completion, environmental, social, etc. This plan should include procedures for monitoring and mitigating risks across the program. The PMC shall also develop a program-specific Risk Register, and shall develop, define, and document the categories and subcategories into which potential risk events will be organized. Additionally, the PMC shall propose a methodology for identifying and prioritizing risks. While this is separate from the ESHSMS to be prepared by the ESOC, both are management systems and thus should be coherent and coordinated.

Scope and Change Management Plan

The PMC shall design and implement a Scope and Change Management Plan. Control mechanisms must be in place to identify and manage those things that might ultimately alter the delivery of the Compact program objectives. The PMC is to systematically manage the defined scope and to address changes that may arise due to internal and/or external factors.

Program Close-Out Plan

The Program Close-out Plan will provide a disciplined, systematic approach to planning for and managing the completion and close-out of the program functions and services. The Close-out Plan should describe the requirements and planned sequence of steps to be taken for accepting completed work and for closing out the program management, consulting and construction contracts. Development of the Close-out Plan should begin with the earliest development of the PMP and evolve as the program progresses.

Given the nature of the Compact projects, it will be necessary to accept elements of the work in phases and place them into substantial completion and beneficial occupancy. The “phasing” of the acceptance of program work complicates the process and places a greater emphasis on developing an early understanding of the details and sequences of the close-out process. The Close-out Plan should address the following topics:

- Program transition
- Final audit
- Agreement close-out
- Personnel de-mobilization
- Asset transfer

3.2.2.2 Program Assurance

In conjunction with the PMP, the PMC shall develop and implement various program assurance plans and mechanisms. As a minimum, these are to include:

- Quality Control/Quality Assurance (“QA/QC”) Program

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- Program Controls Program

The requirements for each of these assurance mechanisms are further described below.

Quality Control/Quality Assurance

The PMC shall be responsible for providing a program-wide independent Quality Assurance function, to ensure compliance with MCA's requirements through development of program standards and monitoring to assure optimum quality throughout all phases of the project. The roles and responsibilities of the PMC quality function are defined as:

- Ensure that the quality management strategy aligns with the program delivery strategy.
- Lead the development, customization, refinement, and continual improvement of the Quality Management Strategy ("QMS"). The requirements of the QMS shall be outlined in a written Quality Control Plan.
- Provide training for implementing the QMS.
- Periodically assessing the quality plan for effectiveness and program and project-level conformance.

The PMC shall be expected to outline in its QMS how it will perform its quality assurance function. The PMC quality related tasks shall include, but not be limited to the following:

- Confirm MCA-Benin II and program objectives for performance.
- Identify project quality standards and requirements.
- Determine relevant certification requirements (e.g., International Organization for Standardization ["ISO"], etc.).
- Identify contract and MCA-Benin II quality requirements.
- Identify program- and project-level requirements.
- Review and approve project level quality management plans
- Analyze contract for technical performance, monitoring, control, and reporting requirements.
- Determine monitoring, testing, and acceptance requirements for materials, engineering equipment, and completed work and deliverables.

Program Controls

The PMC shall develop and maintain a Program Controls System ("PCS") that is compatible with requirements to be established by MCA-Benin II. The PCS will be documented in a written Program Control Plan. The required program controls shall involve the following element:

- Schedule Management:
 - Develop a baseline schedule, using MS Project 2010 or other professional scheduling software approved by MCA-Benin II, listing the major categories of the program scope, in accordance with the previously developed program work

breakdown structure and identified milestones, in a schedule format. As a starting point, the PMC shall use the schedule prepared by MCA-Benin II. A copy of this schedule is included in Appendix B to this ToR. The PMC will be provided with the current electronic version of this schedule by MCA-Benin II following issuance of the notice to proceed.

- Progress shall be monitored using a series of network diagrams generated through computerized precedence Critical Path Methods (“CPM”), timescale bar charts, networks and reports. All schedules shall be time scaled and be updated at least monthly to suit evolving circumstances and the progress of work.
- The baseline schedule shall cover the design and tender periods (and may include all phases if applicable), including the monitoring of the design schedules.
- Cost Management/Earned Value Management (“EVM”):
 - Construction cost control shall be concerned with providing continuous monitoring of the estimates against the established budget to identify cost deviations and seek corrective measures and opportunities for cost savings. Information exchange and interfacing in matters with a direct bearing on cost will also have to be properly organized.
 - Maintain a current cost database for construction cost control during design and during construction.
 - The system shall involve advising MCA-Benin II on any estimates being prepared by the various contractors, and advising on any potential Variation Orders.
 - Construction cost control during construction will be concerned with providing continuous monitoring of the actual cost against the budgeted cost to identify cost deviations and seek corrective measures and opportunities for cost savings.
- Disbursement Tracking:
 - It is expected that the PMC will track the budget, cost status and disbursements with respect to the program established funds
 - The PMC shall provide as a minimum monthly report on how the program is performing and whether if an over expenditure is anticipated by the program.
 - The PMC will provide recommendations to reprogram funds if, during implementation, a shortfall is anticipated.

The communication approach by which MCA-Benin II is kept fully informed of the operation of the PCS shall be proposed by PMC. It must be approved at the outset of the program by MCA. The reporting system shall involve the production of executive summary reports and Presentations; detailed reports providing information on cost, progress, deliverables and implementation issues; spreadsheets, database, trend graphs, etc.; as well as other reports related to the management of the projects. The cost control system shall comprise reporting budget summaries and current working estimates.

3.2.2.3 Program Administration

Throughout the duration of the program, the PMC shall provide on-going management and administrative support to the team's work efforts. The PMC's efforts will be done in close coordination with MCA-Benin II and they will be kept fully informed as to PMC's activities.

Specific effort that will be performed under this activity should include such actions as:

- Provide senior level oversight of program activities.
- Provide day-to-day direction of the PMC team's work efforts.
- Provide high-level review of the PMCs deliverables.
- Provide MCA-Benin II with routine verbal and written reports (as further discussed under Section 4.0 of this ToR).
- Attend routine program coordination and briefing meetings.
- As requested, attend and make presentations to various program stakeholder groups.
- Assist MCA-Benin II in preparing and presenting the status of the Compact program to the relevant review bodies.
- Assist MCA-Benin II in gathering and providing documents and information required to respond to auditor requests.
- Support MCA's requirements for monitoring and evaluation of Compact progress by serving as a central repository for data/information collected in relation to the Contractors' scope of work and as outlined in the MCA-Benin II M&E Plan and by providing input to the independent evaluations

3.2.3 Task 3 – Design Oversight

This task represents the PMC's requirements to support MCA-Benin II in any design-related activities that occur during the period of performance of the PMC.

For design stage activities, the PMC shall carry out design monitoring and oversight with the main objectives being:

- Review design reports including any supporting reports, such as geotechnical, geophysical, topographical, etc.
- Review available data including design reports.
- Monitor design progress.
- Participate in and conduct special studies such as Value Engineering studies and constructability reviews.
- Undertake design reviews.
- Coordinate tender documents prepared by the Design Consultants.

The required PMC primary activities under this task may include the following:

- Design Management
- Special Studies
- Design Review

A summary of Design Oversight services required for each of the Compact Activities is presented in Table 3, below.

Table 3: Compact Activities and Design Oversight services

Project	Design Oversight Activities
Policy Reform and Institutional Strengthening Project	
Policy, Regulation, and Institutional Support Activity	None
Utility Strengthening Activity	None
Public Information & Education Activity	None
Electricity Generation Project	
Solar PV Generation Activity ¹	Review of Owner's requirements
Hydropower Generation Activity	Preliminary & Final Designs; Construction Tender Documents Spot review of shop drawings
Thermal Generation Activity	To Be Determined
Electricity Distribution Project	
Regional Grid Strengthening Activity	Preliminary & Final Designs; Construction Tender Documents Spot review of shop drawings
Cotonou Grid Strengthening Activity	Preliminary & Final Designs; Construction Tender Documents Spot review of shop drawings
National Electricity Dispatch Activity	Final Designs; Spot review of shop drawings
Off-grid Electricity Access Project	
Off-Grid Clean Energy Facility	None
Enabling Environment for Off-Grid Electricity	None

¹ Currently the Photovoltaic Generation Activity is planned to be implemented through an IPP arrangement. If this arrangement is unsuccessful, the project will be implemented in a traditional design-bid-build. In this case, additional services by the PMC could be necessary and would be negotiated separately at the time they are required.

Each of the required activities is further described below.

3.2.3.1 Design Management

The purpose of this activity is to ensure that all design efforts are being conducted according to schedule in an organized and timely manner. This shall also involve monitoring the progress of design work, the performance of all Design Consultants deliverables and submission dates, and the general coordination and approval of design input and deliverables. Information feedback and transmission shall be expeditiously channeled, and MCA-Benin II would be properly advised to ensure timely approvals. Design management shall be undertaken within the framework of the general program management system adopted, which also includes the monitoring of cost-related factors and progressive estimates as design development proceeds.

The PMC role of monitoring shall be concerned with ensuring that the design guidelines and applicable regulations prepared are strictly adhered to. Design reviews shall be undertaken regularly and at design milestones.

The PMC shall monitor and control the design development for all relevant disciplines, including the following:

- The Electricity Distribution Project
- The Thermal Generation Activity (TBD)
- The Hydropower Generation Activity
- Some Design Management Services may be required for the Solar PV Generation Activity in the case that plans to move forward with the Activity under an IPP arrangement have to be altered

The PMC shall perform the following monitoring and review tasks:

- Oversee the development of the design drawings to coordinate all disciplines.
- Monitor development of all required details.
- Oversee preparation, review and comment on all necessary design calculations for approval by others.
- Receive and provide comments, modifications or additions, oversee the incorporation and complete the required coordination thereafter.
- Monitor the cost implications of the developing design and provide input on possible cost savings.
- Verify tasks phasing and hand-over milestones.
- Advise MCA-Benin II and make recommendations regarding approval of final documents for construction.
- Oversee incorporation of GoB and other authorities' (e.g., SBEE) requirements.

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- Work closely with MCA’s M&E team to ensure that the key milestones are met in accordance with the M&E Plan.
 - Support the M&E team and MCA in the implementation of the M&E Plan, data collection needs and drafting and submission of reports.

Additionally, and if required due to design schedule slippage, the PMC shall closely attend to Design Consultants obtaining timely approvals/input from statutory authorities to maintain design and construction projects on schedule. In this context, the PMC shall propose and discuss with relevant GoB and other authorities ways to streamline and shorten the required procedures and durations, respectively. MCA-Benin II will provide necessary cooperation to assist the PMC in coordination and follow-up with the concerned authorities to achieve the foregoing objectives.

3.2.3.2 Design Reviews

The PMC shall perform design reviews on all design work performed for the program during the period of performance of their contract. The PMC shall review technical design documents and reports as shown in Table 3 (whether during tender, during design, or during construction).

Design Reviews by the PMC will ensure that the designs:

- are based on valid design criteria, justifiable assumptions, and generally comply with the project's parameters and requirements;
- are in compliance with approved master plans, feasibility studies, environmental and social impact studies, environmental and social management plans, resettlement action plans and MCA’s Social and Gender Integration Plan (“SGIP”);
- respect all MCC policies as well as the International Finance Corporation Environmental and Social Performance Standards (“IFC PS”);
- conform to the submission requirements and regulations of local authorities.
- conform to applicable local and international codes and regulations and are based on sound construction practice;
- are in compliance with the contractual requirements, as appropriate (namely in the case where design is being undertaken by a D-B Contractor);
- are complete and fully coordinated and meet the contractual requirement of the deliverables as stipulated in the relevant Contract Documents, the Conditions of Contract, and the summary of deliverables included in the applicable agreements.
- demonstrate, in the selection of materials and the proposed solutions, an awareness of the outcome of Value Engineering considerations, budgetary limits, and the need to achieve efficient implementation;
- are produced to established professional standard;
- propose the use of efficient and effective design solutions that reflect the findings of any constructability reviews.

The reviews should be thorough and, among other technical checks, follow up on the:

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- Completeness and comprehensiveness of the drawings and documents.
 - Degree of co-ordination between the various disciplines; the assessment of progress.
 - Document production quality, covering aspects such as the numbering system, drawing standards, comprehensive drawing lists, the end-of phase design reports, specifications and finishes designation.

The checks shall also give an opportunity for the Design Consultants and or D/B Contractors to interact with the PMC, and for the PMC to make suggestions and recommendations for improvement related to the submitted designs and to discuss pertinent issues related to the design work.

The PMC shall prepare comments and make recommendations at the appropriate time to MCA-Benin II for approval of design documents. The duration of the review periods is critical, and it will be important to adhere to the time constraints, the approved Master Schedule, and the design work program.

3.2.3.3 Special Studies and Additional Services

If requested by MCA-Benin II, the PMC shall initiate and carry out special studies, such as Value Engineering, the purpose of which shall be to determine the optimum design, systems, and materials to be utilized in the project while bearing in mind the relative efficiency, initial and operating costs, maintenance, life span, durability, and construction methods and systems, etc. The PMC shall be concerned with ensuring that the design parameters are properly understood and that the ensuing recommendations and guidelines will be implemented in a positive and effective manner. Meetings between the Design Consultants and the PMC shall be conducted to this end. This sub-task should NOT be priced in the bidder's proposal; it is presented here for information only. The specific requirements for Approval of Additional work are outlined in Section 4.2 of the PMC Contract and shall be followed in the event that special studies are required by MCA-Benin II. Prior to commencing any special studies required by MCA-Benin II, MCA-Benin II shall provide a written request to the PMC and he shall develop a detailed technical and financial proposal that must be approved in writing by MCA. The financial proposal shall be based on the rates in form FIN-4.

3.2.4 Task 4 – Financial Oversight

This task represents the PMC's requirements to support MCA-Benin II in the overall financial oversight of the Compact program. This task supplements the project controls related services previous described under Task 2 and the construction management activities described below. The required activities under this task shall include:

- Monitor and report on overall program cost
- Monitor PMC and other Design Consultants costs and processing of payment applications
- Monitor contractor costs and processing of payment applications

Each of these required activities are further described below.

3.2.4.1 Monitor Overall Program Costs

Under this sub-task and in conjunction with Task 2, the PMC shall monitor and track the overall program cost. This would include all components of the program including the PMC's cost, other Engineering Consultants, the awarded construction contracts and any other costs that are to be funded under the MCC Compact. This information will be used to monitor the overall program budget and develop cash flow projections. This information will be compiled and reports in the various PMC program reports (refer to Section 3.0 of this ToR).

3.2.4.2 Monitor/Report on Consultant Costs

The PMC will receive and shall review payment applications for each awarded consultant contract. During this review, the PMC will determine whether the amount requested reflects the progress of the consultants' work and is in accordance with requirements of the executed Contract. The PMC will provide recommendations to MCA as to the acceptability of the applications. The PMC will further advise MCA-Benin II as to the status of the total amounts requested, paid, and remaining to be paid under the terms of each Contract.

3.2.4.3 Monitor/Report on Contractor Costs

Under this sub-task, the PMC shall monitor and track the program construction costs. The PMC will receive and shall review certified payment applications¹³ for each awarded construction contract. During this review, the PMC will determine whether the amount requested reflects the progress of the Contractors' work and is in accordance with requirements of the executed Contract. The PMC will provide recommendations to MCA-Benin II as to the acceptability of the applications. The PMC will further advise MCA as to the status of the total amounts requested, paid, and remaining to be paid under the terms of each Contract.

3.2.5 Task 5 – Construction Management

This task represents the PMC's requirements to support MCA-Benin II with monitoring of construction during the construction phase of the program. The construction phase commences upon the issuance of a written notice to the contractor to proceed with construction of a project. As MCA's agent during construction, PMC services will include project monitoring and oversight including the services typically referred to as construction management. These oversight services do not replace the more detailed contract administration and site supervision services that will be provided by the Design Consultants; rather, the intent of these services is to assist MCA-Benin II in assuring that construction supervisory services are being properly conducted.

The required activities under this task shall include:

- Construction monitoring and oversight
- Start-up services
- Construction contract closure

Each of these required activities are further described below.

¹³ The Design Consultants, who will be providing construction supervision services, will be responsible for certifying payments to Contractors.

3.2.5.1 Construction Management

The construction management related services to be provided by the PMC shall include, but are not limited to:

- Managing and coordinating services during construction being provided by the Design Consultants (or others) for construction supervision.
- Support MCA's requirements to implement its SGIP by serving as a central repository for data/information collected by others related to Contractors employment statistics, specifically related to women's employment and opportunities for women's employment.
- Advising MCA-Benin II on laboratory, shop, and mill test of material and equipment for compliance with specifications.
- Assess the effectiveness and efficiency of construction contractor work plans in terms of approach and allocation of resources.
- Requesting compliance and monitoring that all activities performed during the construction phase are in compliance with current or revised MCA-Benin II policies, rules, procedures, and standards and project specifications.
- Reviewing the quality assurance programs, processes, and procedures developed by contractors/construction supervisors and monitoring adherence thereof.
- Coordinating meetings with other governmental bodies as required by MCA-Benin-II.
- Monitoring construction contractor negotiations, including with respect to progress accomplished (percent completion), change orders (including design changes), claims and counterclaims.
- If requested by MCA-Benin II, observing tune-up and test of equipment.
- Monitoring actual progress and compliance with milestones deliverables, including working with the Design Consultants, as necessary, to identify actions necessary for completion of the project within budget and schedule.
- Preparing overall project status reports.
- Providing information to MCA-Benin II regarding general contractors not complying with contract requirements.
- Providing information to MCA-Benin II regarding new regulations with impacts on construction projects or general contractor construction activities.
- Consolidating CPM schedules for each project providing necessary analyses for claims and change order issues as they impact the entire compact program.
- Observing final inspections and reports.
- Providing contract interpretations when requested by MCA-Benin II and maintaining consistency in responses across the entire program.

-
- Supporting construction activities by interfacing with other agencies as needed or required.

The PMC shall provide periodic progress reports to MCA-Benin II, as further outlined in Section 4.0 of this ToR, regarding the management of the construction, including all relevant details required in the Contract and any other details PMC shall consider necessary and appropriate for the client to know.

3.2.5.2 Start-Up Services

To protect MCC and MCA-Benin II's investment in infrastructure and to protect and validate the projects, it is MCA's intent that the PMC monitor and oversee works startup and commissioning, including performance/acceptance testing and extended startup.

The startup services shall be performed by Design Consultants in coordination with construction contractors and shall be overseen by the PMC.

The start-up services shall include, but is not limited to the following activities:

- Review and approve project acceptance standards and testing methodologies.
- Perform project installation and operation qualification.
- Review and approve safety and emergency procedures and practices.
- Oversight of process startup, testing, and commissioning of individual equipment and that of the entire system(s).
- Observe benchmarking studies and baseline equipment assessments.
- Observe performance testing of entire systems.

During the startup phases, the PMC shall provide MCA-Benin II with any additional reports that are required, such as compliance information, regulatory agency visits, equipment functionality and maintenance, any operational problems, and status of budget and expenditures. Such reports shall be presented as requested.

3.2.5.3 Construction Contract Closure

For close-out of the construction contracts, the PMC shall, on behalf of MCA-Benin II, assist with the physical and financial close-out of assets in an effective manner and in close collaboration with MCA-Benin II and other IEs. The construction closure activities shall include, but are not limited to:

- Witnessing and documenting mechanical startup, testing and commissioning of individual equipment along with the electromechanical testing of entire systems.
- Assisting with the transfer of assets from the construction contractors to the GoB, SBEE, or other appropriate IE and coordinating for the beginning of startup activities.
- Coordinating and overseeing all construction contract closeout activities, including final invoice and claim reviews.
- Documenting guarantees and warranties are obtained for all equipment and materials to be transferred to the GoB, SBEE, or appropriate IE.

-
- Monitoring and overseeing final acceptance and contract closeout and obtaining final documents to be furnished by the contractor in accordance with the specifications.

The PMC shall render general consultation during construction closure services and interact and coordinate with the Contractors, MCA-Benin II, IEs and other GoB agencies as needed.

3.2.6 Task 6 – Program Close-Out

This task represents the PMC’s requirements to support MCA-Benin II with the final close-out of the Compact Program. The required activities under this task shall include:

- Defects liability period support
- Program management contract closure

Each of these required activities are further described below.

3.2.6.1 Program Management Contract Closure

One of the PMP elements that is to be prepared under Task 2.0 is a Program Close-Out Plan. The Program Close-out Plan will provide a disciplined, systematic approach to planning for and managing the completion and close-out of the program functions and services. The Close-out Plan will describe the requirements and planned sequence of steps to be taken for accepting completed work and for closing out the program management, consulting and construction contracts, including:

- Program transition plan.
- Final audit plan.
- Agreement close-out plan.
- Personnel de-mobilization plan.
- Organization and qualifications of an entity that will monitor the assets after closure of MCA - Bénin II.
- Asset transfer plan.
- Closure of program web site (if any).
- Closure of site offices.
- Archiving of project records.
- Formally capturing lessons learned during the delivery of the program.

Under this task, the Close-Out Plan will be implemented. Completion of the program will be marked with submittal of a Program Close-Out Report. A draft of this report shall be submitted to MCA-Benin II for review and comment. Upon the receipt of written comments, the report will be finalized, culminating the PMC’s work on the Compact program.

3.2.7 Optional Tasks – Optional Additional Technical Services

As with the implementation of any complex infrastructure program, there is some uncertainty associated with the Benin Power Compact related to design arrangements, construction, etc. Given MCC's hard 5-year timeline that it imposes on its partner countries, MCA-Benin II will require timely solutions when expected challenges present themselves. To that end, MCA-Benin II has developed a list of optional additional services that may be required of the PMC in the event of unforeseen circumstances (a failed design procurement, for example). This list is for illustrative purposes. An indicative level of effort is provided solely for bidding purposes; in the event that additional services are required, MCA-Benin II would develop a detailed terms of reference and request a price proposal from the PMC based on billing rates established in Form FIN-4. MCA-Benin II may, at its discretion, negotiate with the PMC in terms of the proposed level of effort, schedule, and price.

Potential optional additional services may include:

- Detailed engineering designs, construction documents, and construction supervision for thermal, hydro, and solar PV generation activities;
- Construction supervision services, as defined in MCC's standard bidding documents for construction;
- Technical review of deliverables related to the Policy and Institutional Reform Project and the Off-Grid Enabling Environment Activity;
- Procurement support services such as preparation of prequalification documentation, finalization of Tender Documents, organizing pre-bid conferences, assisting with responses to tender queries, etc.

4.0 DELIVERABLES

4.1 Overview of Deliverables

Following the signing of the Contract and issuance of the Notice to Proceed ("NTP"), the consultancy will be launched with a formal kick-off meeting in Cotonou, Benin. The Consultant will be represented by the Key Personnel, as set forth in Section 6 of this TOR "Staffing and Key Personnel" and by the Project Manager. The purpose of the kick-off meeting will be to address any questions about the Contract or scope of work and to clarify expectations regarding the study.

The PMC is required to prepare and submit several routine progress reports along with other program deliverables. The specific requirements for these submissions are presented below. All required deliverables will be submitted in electronic form as well as in hardcopy. Deliverables will be considered "draft" upon initial receipt. Drafts will be reviewed and accepted by MCA-Benin II or comments will be provided back to the PMC. Once the PMC has received input on the draft documents, they shall address the comments and provide final deliverables as required. All deliverables for this project will be submitted in French.

4.2 Reporting Requirements

The PMC shall be responsible for preparing and submitting the following routine program reports:

- Monthly Progress Report
- Quarterly Progress Report
- Annual Performance Report
- Final Report
- Electronic Reporting System

The PMC is required to submit all reports in a form compatible to MCA-Benin II's Management Information System to assist in meeting MCC's reporting requirements. This Management Information System is expected to be developed under a separate tender and is expected to be fully-functional by the end of year 1 of the Compact.

Following is a further description of each of the required reports.

4.2.1 Monthly Progress Report

A Monthly Progress Report ("MPR") shall be prepared by the PMC and submitted to MCA-Benin II. The specific format of the progress report will be developed in consultation with MCA and further detailed in the Communications Management Plan. In general, the report will cover the status to date of the work and the expenditure of time and money. As a minimum, it shall include the following elements:

- Executive summary.
- A narrative description of work completed during the preceding month.
- A forecast of major work elements to be undertaken in the coming month.
- A discussion of the key outstanding issues and responsible party assigned to resolve each issue.
- A discussion of anticipated problems/issues.
- A review and timetable for any input or decisions required from MCA-Benin II.
- A time and expenditure table summarizing the total budget, expenditures during the preceding month and total cumulative expenditure to date by work task.
- A review of the status of any PMC subcontracts.
- A review of billing and payment status.
- A review of the program schedule, specifically showing actual progress on the project versus planned progress.

The MPR will be bound with color graphics and photographs as appropriate. The reports will be delivered to MCA-Benin II within five working days from the end of each month.

4.2.2 Quarterly Progress Report

The PMC shall prepare a Quarterly Progress Reports (“QPR”). The QPRs shall contain an accurate, up to date, account of all work accomplishments, work scheduled, outstanding issues of the PMC, other consultants, contractors, and suppliers for the previous quarter. In the QPRs, the PMC shall focus upon his own activities and actions taken towards the achievement of program goals and not replicate the information on work of others already contained in their progress reports.

The QPRs should contain, at a minimum:

- Executive summary.
- Description of the principal quarterly activities done by PMC and their accomplishments (including progress against Compact outcome targets and progress indicators).
- Description of work and interventions by the PMC in the activity of other consultants and contractors, including a summary of the project budgets and timeline, and covering needed remediation steps.
- Updated planned activities for upcoming quarter with a description of the major activities as detailed in the approved work plans. Explanations of any significant modifications or changes to the approved work plans and detailed budgets should be provided.
- Updated Risk Management Report including an analysis of project progress, risks, timeline and explanations of any significant flaws and deviation or modifications from the work plans and timelines. The PMC shall make recommendations for corrective or mitigation measures, as necessary.
- A discussion of the key outstanding issues, identification of the responsible party assigned and timetable for input or decisions required to resolve each issue.
- A time and expenditure table summarizing the total budget, expenditures during the preceding quarter, total cumulative expenditure to date by work task and updated earned value tabulation.
- A review of billing and payment status.
- A review of the program schedule, specifically showing actual progress on the project versus planned progress.

The draft QPR shall be submitted not later than five (5) working days after the last day of the quarter. The final QPR shall be submitted no later than three (3) working days after receipt of MCA-Benin II comments.

4.2.3 Annual Performance Report

The PMC shall prepare and Annual Performance Report (“APR”). The APR format differs from the QPR format in that it should include succinctly stated performance evaluation of the entire program, with adequate concise narrative and graphic depiction of the annual performance metrics compared with baseline work plans and other data, as appropriate.

The draft APR shall be submitted not later than five (5) working days after September 30 of every year. The final APR shall be submitted no later than five (5) working days after receipt of MCA-Benin II comments.

4.2.4 Final Report

The PMC shall prepare a comprehensive Final Report describing all activities undertaken during the program, including a description of methodology and actual vs. baseline results, interventions with other consultants and constructors, and performance indicators.

The Final Report shall include, but not be limited to:

- Executive Summary.
- Section on lessons learned and analysis thereof.
- Summary of budget and schedule performance in comparison to plan.
- Other summary and conclusions.
- Appropriate appendices.

The Final Report shall replace the last APR that may be due within the same period. The draft report shall be submitted not later than 15 working days prior to the contract/option expiry. The final report shall be submitted no later than three (3) working days after receipt of MCA-Benin II comments.

4.2.5 Electronic Reporting System

The PMC shall develop and maintain a high-level web-based information reporting system that shall be updated at least on a weekly basis. This system shall report on the progress of the Compact program, by each construction contract and consultancy service, if applicable, for the purposes of informing the actual dynamic situation of progress and issues so that MCA-Benin II is able to take immediate appropriate actions. The real-time reporting system should be accessible through the internet and should be password protected. Information should contain data, narrative and graphics on physical progress, financial progress, key milestones, planned vs. actual accomplishments, issues identified, remedies proposed. This system should be developed, tested and mainstreamed prior to the commencement of construction activities. The system should be pilot tested on design, environmental/social impact and re-settlement action plan activities. The PMC should also provide training for MCA-Benin II on the use of the Electronic Reporting System.

4.3 Other Deliverables

In addition to the routine progress reports summarized above, the PMC shall submit other project deliverables as described in Section 3.0 of this TOR. A summary of all deliverables and their associated due dates is shown in the table below.

Table 4-1 Summary of Deliverables

<u>No.</u>	<u>Deliverable</u>	<u>Due Date of Draft Deliverable</u>	<u>Due Date of Final Deliverable</u>
1	Work Plan	Four weeks from NTP	Within 2 weeks of receipt of comments
2	Program Management Plan	Twelve weeks from NTP	Within 2 weeks of receipt of comments
3	Quality Control Plan	TBD	Within 2 weeks of receipt of comments
4	Program Controls Plan	TBD	Within 2 weeks of receipt of comments
5	Tender Document Review Comments	TBD	Within 2 weeks of receipt of comments
6	Design/Construction Submissions Reviews	Three weeks from receipt (unless otherwise noted)	Within 2 weeks of receipt of comments
7	Monthly Progress Reports	One week from month end	Three (3) working days of receipt of comments
8	Quarterly Progress Reports	Five days from close of quarter	Three (3) working days of receipt of comments
9	Annual Performance Report	Five days from September 30 of each year	Five (5) working days of receipt of comments
10	Final Report	Fifteen days prior to contract expiration	Three (3) working days of receipt of comments
11	Meeting Minutes	Two days after date of meeting	Within 2 weeks of receipt of comments

4.4 Presentation of Deliverables

Consultant will present deliverables according to the schedule presented above. All draft deliverables will be submitted electronically and all final deliverables will be submitted electronically and 5 hard copies to be delivered to MCA-Benin II in Cotonou. All deliverables will be submitted in French.

Packaging and packing for all items delivered hereunder will be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. The contract number will be placed on each package, report, or other deliverable.

In general, all electronic documentation will be accessible via: (1) MS Windows based MS Office 2010 (or later) products, including Word for text, Excel for spreadsheets and data tables, PowerPoint for presentations and Project for schedules; (2) AutoCAD 2002 (or later) and in PDF

format for original drawing files; (3) JPG format for digital photos; and (4) ArcView files for GIS data as well as PDF versions. Any raw data not submitted through spreadsheets should be submitted in either Microsoft Access (*.accdb file), STATA (*.dta file), or SPSS (*.sav file). Any other format(s) must be agreed upon by MCA-Benin II in advance of submission.

5. PERIOD OF PERFORMANCE AND PAYMENT SCHEDULES

5.1 Period of Performance

The services under this contract are expected to be conducted for a period of approximately 54-55 calendar months. The Consultant may propose adjustments to the timing and schedule of deliverables outlined below, provided that any alternative schedule will meet MCA-Benin II's requirements and be approved by MCA-Benin II.

The Consultant will be expected to be available during the period of performance and will be responsible for management of the services. This includes supervision and management of the consultancy, liaison with MCA-Benin II and other IEs, office management, and ensuring quality control of services. As part of project management, a number of meetings between MCA-Benin II and the Consultant may be scheduled at any point in time. The Consultant will produce minutes of all such proceedings.

5.2 Payment Schedule

The payment schedule shall be finalized during negotiation with the successful bidder, payment schedule will be according to the following:

- Payment equal to 8 percent of the contract amount upon approval of the Work Plan as discussed in Task 1.
- Payment equal to 7 percent of the contract value upon approval of deliverables 2 through 4, as shown on Table 4-1.
- Monthly progress payments equal to 1.4 percent shall be processed upon approval of PMC's monthly progress report and deliverables.
- Payment equal to 8 percent of the contract amount upon completion and acceptance of Program Close Out Report.

6.0 STAFFING AND KEY PERSONNEL

6.1 Consulting Staff

The PMC will assemble a team of both Key Personnel and support personnel with in-depth experience in international best practices in the management and implementation of large infrastructure works projects, particularly in the energy sector. Such best practices are to include

knowledge of project management and controls, management and mitigation of environmental and social impacts, and resettlement. The successful bidder should also bring to bear local and regional knowledge, fluency in French, and sufficient technical and administrative support throughout the term of the contract. Consultant's team will consist of personnel with technical and administrative support throughout the term of the contract.

Additional staff and staffing requirements should be proposed by the Consultant as necessary and based on the Consultant's proposed methodology and approach that will achieve the objectives of the assignment. For example, the Consultant will need to have on hand the necessary staff to conduct design reviews and construction tender document reviews. The list of suggested other staff should not be considered exhaustive. To the extent that additional personnel, representing other disciplines, are needed to carry out any of the tasks in the Scope of Services, Consultant must present for MCA-Benin II's approval both the qualifications and billing rates for such new personnel. Consultant must provide and maintain all Key Personnel. Any changes are subject to prior approvals by MCA-Benin II in accordance with the terms of the contract.

Key Personnel	
Role	Qualifications¹⁴
Program Manager	The Project Manager will be an independent professional with strong organizational skills, preferably with a Bachelor's degree in engineering, with a Master's degree in engineering management, economics or other similar fields. He/she must have extensive knowledge of international best practices in power system planning, economics, business models, contract procedures and project follow-up. He/she will also have a proven track record of successfully managing and coordinating as team leader a diverse group of professionals in accomplishing studies or projects of similar nature and complexity to this assignment. A minimum of 15 years of working experience in implementation of energy projects is desired. The Project Manager must have had, in the last five years, specific experience of managing consultancy teams working on feasibility studies in at least three power projects of at least \$100m and of similar complexity in sub-Saharan Africa.
Program Controls Manager	The Program Controls Manager shall have overall responsibility for the development and maintenance of the program controls system, which will include both cost, risk, and schedule control functions. The Program Controls Manager should be based in Benin for the full duration of the respective contract and should have qualifications and experience with project control systems for infrastructure development projects of similar size and scope.

¹⁴ The qualifications set out in the table above pertain to those for the senior level person under each labor category. There may also be need for mid-level and junior staff having the relevant education and experience to support the senior specialists and such should be presented in proposals in response to subject RFP.

	He/she should have a university degree in engineering, construction management or administration or a related field and at least 10 years demonstrable experience with planning; budget, schedule and document controls for infrastructure, particularly in the energy sector. He/She should have managed project controls on at least one (1) program with a value of over \$100 million and containing multiple project components.
Construction Management Specialist	The Construction Manager will have overall responsibility for the monitoring and of the program's construction activities. The Construction Manager shall be based in Benin for the full duration of the respective contract and should have experience and qualifications in management of infrastructure construction activities for energy sector projects of similar size and scope. The designated Construction Manager shall have a University degree in engineering, construction management or administration or a related field and at least 10 years demonstrable experience with managing and supervising the construction of electricity distribution and generation projects.
<i>Other Personnel</i>	
Role	Qualifications
Distribution System Engineer	The Engineer must have undergone education or training in electrical engineering or relevant fields, preferably at the Master's degree level, coupled with at least 15 years of relevant experience. Experience in distribution network design and operations is required. He/She must have specific experience of working on at least two projects of similar nature and complexity in sub-Saharan Africa. Extensive knowledge of international best practices in electric distribution system planning, evaluation and disaggregation of losses, system loss reduction techniques, maintenance, and power systems integration is critical.
Thermal Power Generation Engineer	The Engineer must have undergone education or training in relevant engineering fields, preferably at the Master's degree level, coupled with at least 15 years of relevant experience (particularly in renewable energy). He/She must have specific experience of working on at least two projects of similar nature and complexity in sub-Saharan Africa. Extensive knowledge of international best practices in power generation project planning, investment, operations, and maintenance is critical.
Solar Power Generation Engineer	The Solar Engineer must have undergone education or training in relevant engineering fields, preferably at the Master's degree level, coupled with at least 10 years of relevant experience in solar energy development (particularly in photovoltaics) and on at least two comparable projects in the past five years. Extensive knowledge of international best practices in solar power generation projects planning, investment cost estimating, operations, and maintenance is critical.

Hydropwer Generation Engineer	The Hydropower Generation Engineer must have undergone education or training in relevant engineering fields, preferably at the Master's degree level, coupled with at least 10 years of relevant experience in hydropower and on at least two comparable projects in the past five years. Extensive knowledge of international best practices in hydropower generation projects planning, investment cost estimating, operations, and maintenance is critical. Given the sub disciplines involved in hydropower, such as hydrology, hydraulics, mechanics, structural, more than one individual may be required to conduct technical reviews.
Geographic Information Specialist	The GIS Specialist should have a relevant postgraduate degree as well as a minimum of 10 years of relevant experience with (a) managing data collection, correction and processing tasks to define geodatabases that integrate terrain features (such as roads, rivers, buildings and other man-made and natural features) with geographically-referenced electric power generation, transmission, and distribution system attributes; (b) use of Geospatial Positioning Systems ("GPSs"), satellite imagery, and aerial photography to develop resources to be integrated into a GIS; (c) analysis of data that is captured and integrated in a geodatabase to evaluate energy usage patterns, demographic and economic trends, and statistical analyses; and (d) developing reports and graphical representations of the results of the geo-spatial analyses performed above. Experience with international development projects will also be highly valued. Candidates must have excellent IT, problem solving, analytical, and interpersonal skills.
Communications / Outreach Specialist	The Communications/Outreach Specialist candidate is expected to hold a minimum of a Master's Degree in one of the following fields: journalism, communications, or public policy, from a qualifying educational institution. The Communications/ Outreach Specialist must demonstrate a minimum of 10 years' professional experience in messaging proposed policy changes with stakeholders and should have prior relevant experience in West African Francophone countries.

All the above listed Consultant team members should have the following additional qualifications:

1. Fluency in written and spoken English and French (all written reports must be delivered in French).
2. Computer literate.
3. Experience working in Benin or other West African Francophone countries is a plus.

The Consultant may provide additional technical support staff as may be required. The team is expected to use a combination of both local as well as foreign consultants in order to have optimum access to local stakeholders and also to facilitate the development of local expertise.

6.2 Other Experts

CVs for experts other than the Key Personnel (e.g., administrative and/or support staff) are not examined during the evaluation process. However, the name of the proposed experts, their input and position, will be indicated both in the technical and in the financial proposals (please note that the financial proposal will indicate the fee rate of these experts as well).

Note that if civil servants are proposed as experts, a proof from their employer that she/he will be on leave of absence for the duration of his/her assignment under this contract will be included in the technical proposal as well. No staff from MCA-Benin II may be proposed as experts or supporting staff under this contract.

7. INPUTS, SUPPORT AND DOCUMENTS TO BE PROVIDED

7.1 Inputs Provided by Consultant

The primary duty location of the Consultant's team will be Cotonou and the Consultant's home office. The Consultant is expected to have a presence in country during the period of performance.

The Consultant will be responsible for all the requisite staff resources; office space (except for the regional office in Parakou, where the Consultant's staff shall be co-located with MCA-Benin II staff); transportation (local and overseas); accommodation; stationery; communications; computers and accessories; translations/interpretation (if needed); insurance (as applicable); staff training; and other costs related to the undertaking of its responsibilities. All equipment and/or tools needed to undertake the studies, assessments, and analyses described herein will be provided by the Consultant at no additional cost.

7.2 Contract Performance Monitoring

Consultant will have in place and maintain a Quality Control Plan ("QCP") that covers, as a minimum, how Consultant intends to meet the requirements of all performance objectives, monitor and proactively manage work requirements. It will also include the mechanism by which MCA-Benin II will be notified of performance related incidents likely to affect quality of services or impact mission accomplishment. Consultant will provide a copy of its QCP along with the Inception Report. Any proposed changes to the QCP will be provided to MCA-Benin II for review and comment no later than 10 working days prior to the effective date of the proposed changes.

7.3 Support Provided by MCA-Benin II

Consultant's primary point of contact for this assignment will be the MCA-Benin II Director of Operations, followed by the Chief Construction Project.

MCA-Benin II will provide the Consultant the following information and support:

- (a) Access to all reports, data and other necessary documents related to the assignment that may already be available.
- (b) Letters of introduction to facilitate access to various stakeholders, ministries, governmental authorities and agencies whose activities and roles are essential to the mission of the Consultant.
- (c) Invitation letters as may be needed to support visa applications for entry and exit for the Consultant's expatriate staff.
- (d) Facilitation of issuance of any permit required for personnel of the Consultant to perform its tasks in Benin.
- (e) Facilitation of the import and export of equipment that may be required for the Consultant's performance of consulting services, and property belonging to the Consultant's expatriate staff.

7.4 Documents to be Provided by MCA-Benin II

The Consultant will be provided all necessary documentation of the Compact. These documents will include, but not be limited to, the following:

- a. Compact Agreement signed on September 9th, 2015, the Compact is also available on the website www.mcc.gov and www.mcabenin2.bj.
- b. IEAs as and when they become available.
- c. Relevant MCC Policies: MCC Environmental Guidelines, MCC Policy for Monitoring and Evaluation of Compact and Threshold Programs, MCC Guidance for Economic and Beneficiary Analysis, MCC Guidance for Common Indicators, MCC Gender Policy and Gender Integration Guidelines. (available on the website www.mcc.gov)
- d. Related reports used during the development of the Compact activities:
 - (i) Economic Constraints Analysis Report.
 - (ii) Benin Power System Project Studies – Final Feasibility Study Reports.
 - (iii) Benin Power Compact Resettlement Policy Framework
 - (iv) Other relevant studies.
- e. Reports referred to herein prepared by other consultants.

LIST OF ACRONYMS/ABBREVIATIONS

ABE	Agence Béninoise pour l'Environnement
ABERME	Agence Béninoise d'Electrification Rurale et de Maîtrise de l'Energie
AE	Accountable Entity
ANADER	l'Agence Nationale pour le Développement des Energies Renouvelables et de l'Efficacité Energétique
APR	Annual Performance Report
ARE	l'Autorité de Régulation de l'Electricité
BT	Basse Tension
CEB	Communauté Electrique du Bénin
CEET	Compagnie Energie Electrique du Togo
CPM	Critical Path Method
CSS	Compact Sub-Station
DAEM	Projet Développement de l'Accès à l'Energie Moderne
D-B	Design Build
D-B-B	Design-Bid-Build
DGE	Electricity Directorate
EIF	Entry into Force
ESHSMS	Environmental, Social, Health and Safety Management System
ESIA	Environmental and Social Impact Assessment
ESOC	Environmental and Social Oversight Consultant
EVM	Earned Value Management
FA	Fiscal Agent
FCFA	Franc of the Communauté Financière Africaine (African Financial Community)
FER	Fonds d'Electrification Rurale
GDP	Gross Domestic Product
GIS	Geographic Information System
GoB	Government of the Republic of Benin
GPS	Geospatial Positioning System
GWh	Gigawatt hours
HPP	Hydropower Plant
HTA	Haute Tension A
HV	High Voltage
IE	Implementing Entity
IEA	Implementing Entity Agreement
IFC	International Finance Corporation
IFC PS	IFC Environmental and Social Performance Standards
IPP	Independent Power Producer
ISO	International Standards Organization
IT	Information Technology
kV	kilo Volt

LV	Low Voltage
MCA	Millennium Challenge Account-Benin II
MCC	Millennium Challenge Corporation
M&E	Monitoring and Evaluation
MEF	Ministere de l'Economie, Finances, et Programmes de Denationalisation
MEEM	Ministre de l'Energie, de l'Eau et des Mines
MPR	Monthly Progress Report
MV	Medium Voltage
MW	Megawatt
NDCC	National Dispatch and Control Center
NTP	Notice to Proceed
OGCEF	Off-Grid Clean Energy Facility
PA	Procurement Agent
PCS	Program Control System
PMP	Program Management Plan
PMC	Program Management Consultant
PMT	Pole-Mounted Transformer Stations
PV	Photovoltaic
QA/QC	Quality Assurance/Quality Control
QCP	Quality Control Plan
QMS	Quality Management Strategy
QPR	Quarterly Progress Report
RAP	Resettlement Action Plan
SBEE	Société Béninoise d'Energie Electrique
SGIP	Social and Gender Integration Plan
TBD	To be Determined
TIP	Trafficking in Persons
TOR	Terms of Reference
USG	US Government
WAGP	West African Gas Pipeline
WAPCo	West Africa Pipeline Company
WAPP	West Africa Power Pool

ANNEX A: Benin Power Sector Overview

Overview and Key Issues

One-third of Benin's population of ten million has access to electric power, with disparities between rural and urban areas; over half of urban residents have access to electricity, while 5.5% of rural inhabitants do. Due to low levels of access, electricity consumption in Benin is below average when compared with Africa's low-income countries, at 110 kWh/capita per year, despite rapidly growing demand at 6% per year.

Table 1: Key Facts on Benin's Electric Power Sector

Key facts		Key actors	
Percent of population with access to electricity	~33%	National distribution company	Société Béninoise d'Énergie Électrique (SBEE)
Load Profile	200-250 MW evening peak 100-120 MW base load	Bi-national (Benin-Togo) import, generation, and transmission company	Communauté Électrique du Bénin (CEB)
% of current consumption met by imports	99%	Regional natural gas supplier	West Africa Gas Pipeline (WAGP)
% of current demand met by power imports	50-75%	Electricity regulator	Autorité Nationale de Régulation d'Électricité (ARE)
Purchase price of imports	USD 0.10/kWh	Ministry of Energy	Ministère de l'Énergie, de l'Eau et des Mines (MEEM)
Cost of emergency thermal generation to meet shortfalls	USD 0.30/kWh		
Average consumer tariff	USD 0.20/kWh	Off-grid, renewable and energy efficiency agency	Agence Nationale des Énergies Renouvelables et de l'Efficacité Énergétique (ANADER)
Solar (with storage) feed-in tariff	USD 0.13/kWh	Rural electrification agency (on-grid connections)	Agence Béninoise de l'Énergie Renouvelable et de la Maîtrise de l'Énergie (ABERME).

In addition to limited access, Benin's electric distribution network is characterized by:

- Extensive outages in distribution (planned outages, rationing and unscheduled cuts)

-
- Unstable voltage that can cause damage to equipment and often requires expensive regulator equipment in order to mitigate

The insufficiency of quality and quantity of electric supply is the result of three issues: insufficient supply of energy to meet demand, poor financial and operational condition of the Distribution Company, and weak governance of the overall energy sector.

Insufficient Supply

Benin's supply problem is the result of three main factors. First, as a small energy market, Benin has largely been an importer of energy. Benin relies for most of its electricity on a company jointly owned by the Governments of Benin and Togo, the *Communauté Electrique du Benin* ("CEB"), which is responsible for generation and transmission. CEB supplies power to Benin's national distribution company, *Société Béninoise d'Énergie Électrique* ("SBEE"). As CEB's own production capacity is limited, it meets the needs of Benin and Togo largely through imports from Ghana and Nigeria, who are themselves experiencing energy shortages, which has led to their inability to meet contractual obligations to CEB. In addition, the West Africa Gas Pipeline ("WAGP"), of which Benin is a charter member, has failed to meet expectations in terms of delivery of natural gas from Nigeria, making natural gas as fuel for power generation unreliable.

Second, Benin's domestic generation capacity is not reliably available due to a combination of disrepair, poor maintenance, and inability to secure steady and cost-effective fuel supplies. SBEE uses its limited hydropower and thermal generation assets but output from these sources accounts for only 1% of consumption. To meet supply gaps, the GoB has entered into short term leasing arrangements for containerized diesel generators, while it continues to face problems in procuring gas to supply its 80 megawatt ("MW") power plant at Maria Gleta (near Cotonou).

Third is high and increasing technical and commercial losses. Though the estimated 22% of combined technical and commercial losses is not the highest in the region, SBEE's grid system is reaching many of its current limits. As new connections are added, losses are expected to worsen unless new infrastructure can be built to support the expected increase in demand.

Weak Financial and Operational Condition

SBEE is faced with financial and operational issues related to: low tariffs, high commercial losses (estimated at 12% for on-grid losses, plus additional collection losses related to unpaid invoices), technical losses of 10%, poorly qualified and/or trained staff, and poor financial and asset management practices.

Low tariffs lead to an undercapitalized utility unable to properly operate and maintain existing assets or invest in expansion. While low tariffs may be justified by policymakers as a means of protecting the poor and domestic industry, they achieve neither goal. Moreover, industry and commerce are held back by insufficient power and forced to resort to expensive diesel generators or to simply bear losses of inventory, operating hours, and/or productivity due to power cuts.

Governance Issues

Benin's policy and institutional framework is characterized by poor planning and lack of independent regulation. Sector decision-making is generally politicized and major decisions (e.g.,

on tariffs) are taken not at the technical level but by the Council of Ministers, the country's highest policy-making body. Inadequate planning has led to persistent energy shortfalls and the response to crisis has been to resort to costly emergency measures.

Until recently, Benin did not have a regulatory authority for the electric power sector, despite a legal framework for it having been in place for a number of years. In February 2015, the GoB appointed members of the new regulatory body (*Autorité Nationale de Regulation d'Electricité*) ("ARE") and will make operational resources available to it in the 2016 budget.

Demand and Consumption

The energy sector in Benin is characterized by predominance of biomass energy, made up of firewood, charcoal, and vegetable waste and residues in the overall energy mix.

Table 2. Consumption by Energy Source and Contribution to the Energy Mix

	Biomass	Petroleum Products	Electricity	Butane Gas
Consumption (toe*)	1,376,902	360,673	31,116	7,482
Contribution (%)	77.5	20.3	1.8	0.4

*Tons of oil equivalent

Per capita energy consumption is relatively low at 0.392 tons of oil equivalent (“toe”) per capita (2010) – less than Ghana (0.4), Tanzania, (0.46) or Togo (0.47)¹⁵. Biomass consumption accounts for more than 75% of total energy consumption in the country. Currently, 100% of the petroleum products are supplied from outside the country and less than 1% of the electricity is generated by capacity installed within Benin (2013).

Table 3 illustrates the number of subscribers to SBEE over the last decade and indicates the electrification rate (overall, urban and rural). Table 4 shows subscribers to low voltage (“LV”) and medium voltage (“MV”) lines and indicates the corresponding amount of electricity sold.

Table 3. Evolution of Subscribers and Rate of Electrification¹⁶

Year	2005	2010	2011	2012	2013	Rate of Growth (%)
LV subscribers	305,706	416,256	437,092	456,567	484,176	9.2
Total number of households	1,320,543	1,521,585	1,566,638	1,599,292	1,658,137	3.6
Electrification rate (%)	23.15	27.36	27.9	28.4	29.2	5.4
Urban LV subscribers	293,088	388,021	n.a.	n.a.	n.a.	8.9
Urban households	568,091	721,666	n.a.	n.a.	n.a.	4.1
Urban electrification rate (%)	51.59	53.77	n.a.	n.a.	n.a.	4.6
Rural LV subscribers	12,618	28,235	n.a.	n.a.	n.a.	16
Rural households	752,452	799,919	n.a.	n.a.	n.a.	2.6
Rural electrification rate (%)	1.68	3.53	3.8	4.48	5.5	13

¹⁵ International Energy Agency, Energy Atlas

¹⁶ SBEE Annual Reports 2011 and 2012 and, as per the IED Inception Report, communication from SBEE to IED in October 2014 in conjunction with preparation of the master plan.

Table 4. Subscribers to LV and MV Systems¹⁷

Year	Voltage	2008	2009	2010	2011	2012	2013	Average Growth Rate (%)
Number of Subscribers	LV	367,711	386,630	416,211	437,092	456,567	484,176	5.7
	MV	579	626	667	731	772	837	7.7
Sold (GWh)	LV	497.23	522.97	572.50	582.59	598.12	621.28	4.6
	MV	224.06	247.78	257.36	213.65	242.42	231.20	1.3
Supplied (GWh)		836.97	935.90	1,024.33	1,018.27	1,073.81	1,099.17	5.7

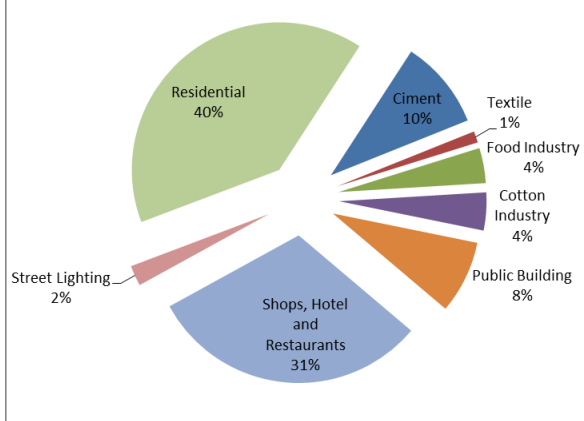
National electricity consumption increased from 589 GWh in 2005 to 868 GWh in 2010 and to 1,099 GWh in 2013. Electricity consumption has thus nearly doubled between 2005 and 2013. Increased electricity consumption is mainly driven by demographic growth and the proliferation of electric devices among households and businesses.

Table 5. Electricity Consumption by Sector and Demand Forecast, 2020-2030

Year	2006	2007	2008	2009	2010	2020	2030
Residential	273	287	324	338	362	991	1,416
Industrial	127	146	105	128	163	1,133	3,398
Service/Other	214	239	283	320	343	708	850
Total	614	672	711	786	868	2,832	5,664

The demand for electricity can be divided between consumers that already have access to electricity (54% of households in urban areas and about 5% of households in rural areas); and those that do not, representing the balance of the population.

On-grid SBEE consumers are concentrated in the coastal areas in and around Cotonou and the political capital, Porto Novo. Over the last decade, electricity demand has continuously increased at a rate of about 6.8% per year.

Figure 1. Electricity consumption by sector in 2012

¹⁷ Ibid.

Electricity sales in the industrial sector represent about 18% of total electricity consumption in the country. Industrial production consists mainly of the cement industry and the textile industry (ginning and cotton processing, spinning and weaving), with some agricultural processing of oils, groundnuts, and juices.

Consumers at the medium voltage level account for just over 30% of total electricity sales. Electricity consumption in the residential sector, representing 40%, meets basic needs such as lighting, refrigeration, cooling (with fans or air conditioners depending on households class), and entertainment such as TV, radio, cell phones, and electronic products.

Benin has 3,754 localities, of which only 1,280 are electrified, a coverage rate of 34.1%.

Supply Sources

The sources of electricity supply for Benin are as follows:

Table 6. Overview of Power Generation Facilities

Name/Location of Site	Fuel Type	Installed Capacity	Owner	Operator	Year of Commission	Comments
Imports from Cote d'Ivoire, Ghana, Nigeria				via CEB		See table below
Gas Turbine in Cotonou	Natural Gas	20 MW	CEB	CEB	1998	3 months maintenance every 2 years
Gas Turbine in Lomé	Natural Gas	20 MW	CEB	CEB	1998	3 months maintenance every 2 years
Nangbeto Hydropower Plant in Togo	Hydropower	65 MW	CEB	CEB (shared)	1987	Needs to be maintained; effective capacity now at 15 MW
Centrale de Porto Novo	Diesel Light Fuel	12 MW	SBEE	SBEE	2005	Maintenance required (24,000 hours)
Centrale de Parakou	Diesel Light Fuel	15 MW	SBEE	SBEE	2005	Out of order
Centrale de Natitingou	Diesel Light Fuel	12 MW	SBEE	SBEE	2005	Out of order
Centrale d'Akpakpa	Diesel Heavy Fuel	22 MW	SBEE	SBEE	~1980	Out of order
Centrale CAI de Maria Gleta	Natural Gas Jet A1 fuel	80 MW	GoB	SBEE	2013 for 7 units; 2014 for 1 unit	No gas delivery so run with JetA1; constraint imposed on operations
Yeripao Hydropower Plant	Hydropower	0.6 MW	SBEE	SBEE	1997	Out of order
Aggreko (multiple sites)	Diesel gensets	50 x 1 MW	Aggreko	SBEE	2014	Leased by GoB
Maurice Realisations Internationals (MRI) (multiple sites)	Diesel gensets	30 x 1 MW	MRI	SBEE	2014	Leased by GoB

Name/Location of Site	Fuel Type	Installed Capacity	Owner	Operator	Year of Commission	Comments
Additional small units at multiple locations (not interconnected)			Communities			
Auto-producers (various locations)						

SBEE has approximately 60 MW of installed capacity, but very little of it is operational. The GoB-owned plant at Maria Gleta, comprised of 8x10 MW gas turbines, rarely runs as, due to lack of gas, it is expensive to run on Jet A1 fuel.

Information regarding CEB's sources of supply (as of 2011) are set out below.¹⁸ CEB has five direct customers – SBEE and a cement plant in Benin; CEET (the distribution company in Togo) and a cement company and phosphate plant in Togo.

¹⁸ CEB website.

Table 7. Overview of CEB Sources of Supply (2011)

Source	GWh	%
<i>Imports:</i>		
From Ghana (VRA)	647	30
From Cote d'Ivoire (CIE)	87	4
From Nigeria (TCN & NIGELEC)	1,112	51
<i>CEB Own Production:</i>		
Nangbeto Hydropower	202	9
Turbines in Cotonou and Lomé	44	2
<i>Togo Production:</i>		
CEET Generation	1	0
Contour Global (IPP under contract with Government of Togo)	62	3
<i>Benin Production:</i>		
SBEE Generation	0	0
Total	2,157	100%

CEB has contracts to import 200MW from Nigeria and 70MW from Ghana, but there are persistent delivery shortfalls. While Nigeria provides most of Benin's electric supply, voltage fluctuations coming from Nigeria lead to major disruptions to Benin's network

Production from CEB's 65 MW hydropower plant at Nangebeto (in Togo) on the Mono River is affected by seasonality and is currently limited by drought. As a result, the plant is generally only producing 15 MW.¹⁹ CEB also has two gas-fired plants, 20 MW each at Maria Gleta in Benin and at Lomé in Togo, which are not reliable, sometimes because there is no gas, sometimes because there is not enough pressure, or a unit is unavailable because of maintenance. Each unit must undergo major maintenance every 16,000 hours and be sent to the US for maintenance and overhaul, taking six months. To increase power supply, Togo entered into a contract with Independent Power Producer ("IPP") Contour Global for a 100 MW gas/heavy fuel oil-fired plant to satisfy its own demand for electric power in 2007.

Transmission

Electricity in Benin is primarily supplied by CEB which owns and operates the transmission system at 161 kV and above. Figure 2 shows the CEB and WAPP transmission infrastructure in Benin and Togo.

CEB has a dispatch center at Lomé for its network and is starting installation of a regional dispatch

¹⁹ IED, Inception Report.

center for the CEB network in Benin. As SBEE does not have a dispatch center, it cannot provide CEB any information electronically. When there are deficits in the CEB network, CEB informs SBEE by phone and SBEE determines where to make power cuts. CEB's transmission losses are reported to be on the order of 5%²⁰, but the exact locations are unknown. CEB is in the process of installing incoming and outgoing meters at each transmission substation in order to have a detailed analysis of where technical losses occur in the system.

In Benin, CEB has 565 km of 161 kV lines and a capacity of 452.5 MVA distributed over nine substations. Benin's high voltage ("HV") power transmission system is interconnected with that of Togo and consists largely of 161 kV lines managed by CEB and some segments of 63 kV lines managed by SBEE. Through this network, which now extends from South to North (Djougou-Parakou-Bembereke), SBEE received approximately 90% of its electricity in 2010 and nearly 100% in 2013.

The transmission network located in Benin is comprised of the following:

- 330 kV Ikeja (Nigeria) – Sakete, 70 km
- 161/63 kV loop in the south serving Sakete, Porto-Novo, Akpakpa, Vedoko, and Maria Gleta
- 161 kV loop serving Sakete, Maria Gleta, Avakpa, Momoe Hagou (Togo), Nangbeto (Togo), Bohicon, Onigbolo
- 161 kV loop serving Nangbeto (Togo), Atakpame (Togo), Kara (Togo), Djougou, Parakou, Ongibolo, Bohicon
- 161 kV line used at 33 kV serving Natitingou from Djougou
- 161 kV line used at 33 kV and 20 kV serving Bembereke

In terms of projects under construction, there are two scheduled for completion in 2016:

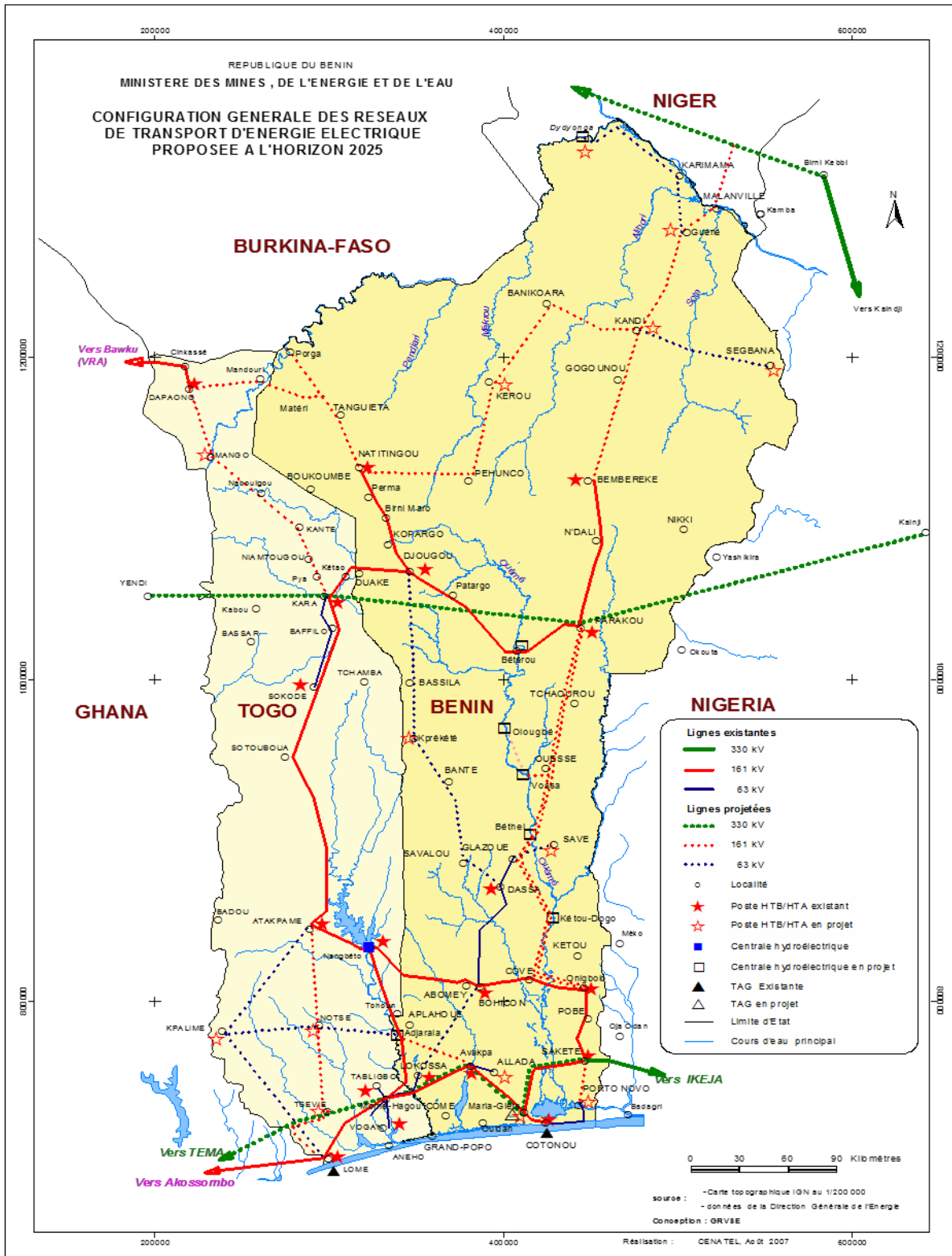
- 161 kV line connecting Onigbolo and Parakou (funded by the World Bank)
- 161 kV line between Sakete and Porto Novo (also funded by the World Bank).

Ongoing West African Power Pool ("WAPP") interconnection projects involving CEB include:

- 330 kV backbone line from Volta (Ghana) through Lome (Togo) and Sakete (Benin)
- 330 kV line from Dosso-Malanville (Benin) as a branch of the 330 kV line to the north from Birnin Kebbi (Nigeria), Dosso (Niger), Niamey (Niger), and Ouagadougou (Burkina Faso).

²⁰ Reported as 4.6% on CEB's website.

Figure 2. CEB Transmission Network in Benin and Togo



Distribution

The MV (referred to in French as Haute Tension A, or “HTA”) and LV distribution systems in Benin are owned and operated by SBEE. Its network consists of:

- Medium voltage network of 63 kV lines ensuring delivery of electricity from CEB to SBEE and long-distance interconnections;
- Low voltage network at HTA 33 kV, 20 kV, and 15 kV, which provides service to distribution substations and individual customers; and
- Low voltage network at 410 V and 230 V, which distributes electricity from HTA substations to customers.

Table 8 gives an indication of the grid structure.

Table 8. Network Structural Data: Line Lengths and Substations

	Line Length per Region (km)		Type of Substation per Region (#)	
	LV	MV	PMT	CSS
Littoral 1 + 2	1,007	432	133	348
Atlantique	982	314	151	133
Oueme Plateau	992	505	313	121
Mono-Couffo	605	409	140	72
Zou-Collines	745	579	90	30
Borgou Alibori	554	921	237	39
Atacora Donga	373	1,018	204	28
Total	5,257	4,178	1,268	771

Sector Structure and Institutions

The functions of the main institutions in the power sector are summarized below.

National Institutions

Ministere de l’Energie, de l’Eau et des Mines: MEEM is the line ministry responsible for formulating, implementing and monitoring energy policy. It is structured with a number of directorates, of which the Electricity Directorate is the most relevant to the electricity sector. Its mission is to provide policy oversight over the power sector in Benin, and to utilize the country’s resources to provide power for Benin’s social and economic development.

Ministere de l’Economie, Finances, et Programmes de Denationalisation: MEF is responsible for economic policy, budget management, economic statistics, and oversight of public procurement practices. It provides subsidies to CEB to meet that organization’s resource shortfalls. MEF has entered into a leasing arrangement for emergency thermal generating units, along with the purchase of fuel for those units. MEF oversees public procurement and, as such, its actions and policies impact the budget execution of SBEE and other actors in the sector. Finally, the Minister serves on the governing body of CEB (along with the Ministers of Energy, Planning and Foreign Affairs).

Société Béninoise d'Énergie Electrique: SBEE was established in January 2004 as the successor to the former Benin Electricity and Water Company, which was split into two separate organizations, one responsible for water and SBEE for power. SBEE is under the responsibility of Ministry of Energy, but has a semi-private status. Its Board is comprised of the Chief of Staff to the Minister of Energy, the Director General for Energy, a representative of the Office of the President, and representatives of consumer groups, businesses, and the utility's workforce.

Agence Béninoise d'Électrification Rurale et de Maîtrise d'Énergie: Created pursuant to a decree dated 4 August 2004, ABERME's mission is to implement government policy regarding rural electrification and energy oversight. So that it can carry out its tasks, ABERME is provided with a Rural Electrification Fund, financed by a 3 CFA/kWh tax on electricity sold, established by law No. 2006-16 of 27 March 2007.

Agence Nationale pour le Développement des Énergies Renouvelables et de l'Efficacité Energétique: ANADER was established in 2014 and is intended to work for the promotion and application of all forms of renewable and sustainable energy.

Autorité de Régulation de l'Electricité: ARE was established by Decree No. 2009-182 on 13 May 2009, and is a public, independent incorporated institution and autonomous financial organization. It is placed under the authority of the President of the Republic to ensure compliance with laws and regulations governing the power sector and to ensure continuity and quality of service, financial health of the electricity subsector and its harmonious development.

Agence de Contrôle des Installations Electriques Intérieures: CONTRELEC is a public institution with legal rights and financial autonomy designed to ensure the safety of persons and property; it inspects electrical installations before premises of new SBEE subscribers are connected.

Regional Organizations

Communauté Electrique du Bénin: CEB is a bi-national organization established in 1968 by a treaty between Benin and Togo and has the status of an international public organization. Its mission is to provide electricity at adequate quality and in sufficient quantity at minimum cost to the two countries. The electricity generation segment is open to private operators. In areas served by the transmission network, CEB has the status of a single buyer. Outside these areas, independent generators can sell electricity directly to retail companies. CEB operates in the red and is periodically subsidized by the governments of Benin and Togo to meet its obligations.

West African Power Pool: WAPP was created in 2001 by the ECOWAS Heads of State and Governments to address the issue of power supply deficiency within West Africa, namely to ensure regional power system integration and eventual realization of a regional electricity market to ensure ECOWAS states of competitive costs and reliable power supplies.

West Africa Pipeline Company (WAPCo) and West Africa Gas Pipeline (WAGP): Benin imports gas from Nigeria through WAGP which transports natural gas from Nigeria to Benin, Togo, and Ghana. The contractual commitment from Nigeria's N-GAS to Ghana's VRA, a founding customer, is 123 million standard cubic feet per day (mmscfd) with an additional 5 million scfd per day for each of Benin and Togo. Any gas arriving in Benin goes first to the CEB 20 MW

plant at Maria Gleta. Due to problems of gas supply availability and gas infrastructure constraints in Nigeria, this contractual quantity has rarely been achieved.

Legal, Regulatory, Policy Framework and Strategy

Legal Framework

The activities of the electricity sub-sector in Benin are governed by:

- Benin-Togo Electricity Code, and
- Benin Electricity Code.

Benin-Togo Electricity Code: The Benin and Togo electricity sector is governed by the international agreement signed by the two countries in 1968. Because of the high cost of investment and in order to achieve economies of scale, the two states created a joint electricity supply territory. This commitment was put into practice through the creation of CEB, to which the code gave the monopoly for generation, transmission and import/export of electricity within the territory of both countries, as well as implementation of electricity regulation, planning and development. Faced with changed circumstances, provisions of the agreement were revised in 2003 to end CEB's monopoly over electricity production by:

- Opening of generation to private organizations, and
- Granting of the status of single buyer to CEB of independent generation in the area where CEB has power transmission lines.

Independent electricity generation is regulated in Article L8 of the revised code and permits involvement in the sector for private generators by:

- Entering into an agreement (concession or other) with Benin or Togo, and
- Signing with CEB or, where appropriate, with SBEE or with a third party in neighboring countries, contracts for purchase and sale of electricity.

The Benin-Togo Code obliges all generators, including independent generators, to submit information on their activities to CEB so that it can fulfill its planning function and requires that any new electric generation facility or any extension of a generation facility to serve the public be done under a competitive tendering process.

The Code gives CEB exclusivity of exercise of the activities of transmission. As an exception, CEB can delegate this function temporarily and locally to a public or private operator.

Benin Electricity Code: To elaborate provisions for application of the Benin-Togo agreement, the Electricity Code Act in Benin was updated and approved by the National Assembly and promulgated by the President in 2007. It supplements the Benin-Togo code in relation to:

- Provisions for safety standards for generation, distribution, and building electrical installations; and
- Modalities of participation of public and private enterprises in the sector, with implementation of competition rules and the formalities to which they are subject.

The two codes stipulate that notification be given of generation activities and that the activities be duly authorized. Article 5 of the Electricity Code Act in Benin sets forth the following:

- When the generating activity is intended for purposes of supply of electricity to the public, the generator must accept and comply with the requirements and constraints of a public service, that the facilities belong to the State or that they will be carried out by an operator under a concession.
- Generation activities other than those intended for the public (e.g., auto-production) are subject to permits.

Article 6 of the Benin Code deals with distribution, establishing this activity as a public service under the responsibility of the State and stipulates that this activity may be entrusted to one or more persons, public or private, under a concession agreement.

Regulatory Framework

Implementation of the Benin electricity code has been carried out through a number of decrees:

- Decree No. 2007-539, November 02, 2007, establishing procedures, standards and conditions for exercising inspection and technical control of electricity supply facilities;
- Decree No. 2007-548, November 25, 2007, establishing mandatory periodic inspections of internal electrical installations of high-rise buildings, establishments with public access, and industrial units;
- Decree No. 2007-655, December 31, 2007, on procedures for declaration and licensing of auto-generation;
- Decree No. 2008-719, December 22, 2008, on the constitution and definition of the terms of operation and management of the Rural Electrification Fund;
- Decree No. 2008-815, December 31, 2008, on definition of the procedures for granting concessions for the supply of electricity to serve the public; and
- Decree No. 2009-182, May 13, 2009, on the establishment of the regulatory authority, setting out its powers, organization and functioning.

Until recently, energy regulation was conducted through MEEM and DGE. Currently, there is a shift of regulatory authority from DGE to ARE. ARE is responsible for:

- Ensuring compliance with standards for materials used in the generation, transmission and distribution of electricity;
- Ensuring effective, healthy and fair competition in the interests of the State, operators and consumers;
- Approving tenders for the selection of private operators;
- Approving concessions;
- Licensing of generation at auto-generators;
- Setting procedures for remuneration of operators in the electricity subsector;
- Approving tariffs (pursuant to a decree of February 2015, modifying the decree of 2009 in this regard);

- Monitoring compliance with the obligations by stakeholders in the sector;
- Settling disputes between stakeholders in the sector;
- Applying sanctions in the event of violations of the laws and regulatory provisions or of the stipulations laid down in authorizations, licenses, concessions and specifications.

Electricity Tariffs

Tables 9 and 10 show current SBEE tariffs for both low and high-tension customers. SBEE buys electricity from CEB at an average price of 58.7 CFA/kWh (0.1067 \$/kWh²¹) and sells it to its customers at an average of 110 CFA/kWh²² (0.20 \$/kWh).²³

Table 9. SBEE Current Electricity Tariffs (CFA/kWh) (Low Tension)²⁴

Service Category	Customer Class	Consumption Level		
BT1	Domestic usage, lighting and air conditioning	78 CFA Social Tranche <20kWh	109 CFA 0-250 kWh	115 CFA Rest of consumption
BT2	Professional Boutique Usage: hair salons, cafes, restaurants, hotels, etc.		111 CFA All consumption	
BT3	Public Municipal Lightning		122 CFA All consumption	

Table 10. SBEE Current Electricity Tariffs (CFA/kWh) (HTA)²⁵

Category	Customer Class	Charges	
HTA1	Hotels, Services, Commercial Customers	94 CFA/kWh	
HTA2	Hotels, Services, Commercial Customers	94 CFA/kWh	4500 CFA/kVa Subscribed peak
HTA3	Industrial	78 CFA/kWh	
HTA4	Industrial	78 CFA/kWh	7000 CFA/kVa Subscribed peak

To improve the financial situation of the electricity sub-sector in Benin, a consultancy was

²¹ Assumed exchange rate of 550 CFA/ per USD.

²² IED, Elaboration du plan directeur de développement du sous-secteur de l'énergie électrique au. Benin – Rapport de démarrage. Rapport provisoire Octobre 2014.

²³ When CEB last requested a rate increase, it requested an increase from the then 55 CFA to go to 78 CFA/kWh.

²⁴ As posted on SBEE's website.

²⁵ As posted on SBEE's website.

appointed, with the technical and financial support of the World Bank, to develop formulae for indexing tariffs for CEB, CEET and SBEE. These formulae, developed in 2005, have not yet been applied even though the GoB approved the formula for SBEE in March 2006. In 2012, the formula was updated by a committee composed of executives of SBEE, CEB and ministries in charge of energy and finance. This formula has been reintroduced to the Council of Ministers for approval but it is still pending.

Policy Framework

As noted above, Benin's national energy policy is set through MEEM. The overall objective of policies is to help Benin secure the provision of energy services of sufficient quantity and quality at acceptable costs. To that end, GoB has adopted the following:

- The energy sector policy and strategy, which defines the development objectives over the short, medium and long terms for the entire energy sector (March 2004);
- The Rural Electrification Policy Plan, including an Action Program of implementation of the policy by 2015 (March 2006);
- Policy and strategy for the development of the electricity sub-sector, defining the objectives for strengthening the national electricity generation capacity to increase the country's energy independence in terms of electricity supply (November 2008); and
- Strategic Development Plan of Benin's Electricity Sector (October 2009), which addressed the entire energy sector, including natural gas, petroleum, and electricity. The Strategic Plan identified the following key objectives:
 - Build domestic generation, transmission, and distribution capacity through:
 - Diversification of production with the goal of reaching 70% of consumption produced domestically by 2025.
 - Development of a transmission system linked to regional networks.
 - Development of an urban distribution system including 945 towns and villages and 310 urban centers by 2015.
 - Promote rural electrification
 - Development of rural electrification to achieve MDGs for energy services.
 - Productive uses of energy.
 - Put into place a policy for adequate tariffs and sector financing
 - Application of tariffs for SBEE and CEB that allow full cost-recovery.
 - Mobilization of funds from regional and international organizations for rural electrification.
 - Develop institutional capacity and human resources
 - Development of institutional capacities to achieve reforms begun in 1998
 - Definition of a human resources policy, including training, skill, and career development.

French version

**TERMES DE REFERENCE
PROGRAMME DU BENIN AXE SUR L'ENERGIE
SERVICES DE CONSULTANT EN GESTION DE PROGRAMME**

1.0 INTRODUCTION**1.1 MCC et le Gouvernement du Bénin**

Le Millennium Challenge Corporation (« MCC ») est une institution du Gouvernement des Etats-Unis d'Amérique créée en vertu du Titre VI de la Loi de 2004 portant Programme d'Activités à l'Etranger, Financement des Exportations, et Programmes Connexes, et chargée de la gestion du Millennium Challenge Account. MCC travaille avec les pays en développement pour promouvoir la croissance économique durable par la réduction de la pauvreté. Les pays éligibles élaborent des programmes d'investissement spécifiques qui seront financés par MCC à travers un Accord de Don ou Compact mis en œuvre par le pays partenaire sur une période de cinq ans.

Le 09 septembre 2015, agissant au nom du Gouvernement des Etats-Unis d'Amérique (« USG »), MCC a signé avec le Gouvernement du Bénin (le « Gouvernement ») un deuxième Accord de Don (Compact) essentiellement axé sur l'énergie électrique. L'Accord de Don, d'un montant de 375 millions de dollar américain est constitué d'une subvention du Gouvernement des Etats-Unis d'Amérique et d'une contrepartie nationale du Gouvernement du Bénin d'un montant de 28 millions de dollar USD. Son objectif est de renforcer les capacités de la Société Béninoise d'Energie Electrique (SBEE), d'attirer l'investissement du secteur privé, et de financer les investissements en infrastructures dans le domaine de la production et de la distribution d'électricité de même que l'électrification hors-réseau au profit des ménages pauvres et non desservis.

L'Accord de Don du Bénin sera mis en œuvre pendant une période de cinq ans et est entré en vigueur le 22 juin 2017. Une entité dénommée Millennium Challenge Account-Bénin II (« MCA-Bénin II » ou « MCA », est chargée de mettre en œuvre le programme de l'Accord de Don. MCA-Bénin II est une personne morale de droit béninois placée sous la supervision d'un Conseil d'Administration composé de membres issus des secteurs public et privé et qui devra rendre compte de sa gestion au Président de la République du Bénin.

1.2 Aperçu de l'Etendue des Services

MCA-Bénin II faisant office de Maître d'Ouvrage, procédera au recrutement d'un cabinet (le « Consultant ») qui agira en qualité de Consultant en gestion de Programme (« PMC ») et sera chargé du contrôle général et de la supervision des activités du Programme, de l'examen et de la validation des rapports d'étude, et de la gestion des travaux de construction.

Afin d'exécuter sa mission au titre du présent contrat, le Consultant devra également travailler en étroite collaboration avec certains ministères et agences du Gouvernement du Bénin et avec les Structures de Mise en Œuvre ("IE") qui seront en partenariat avec MCA-Bénin II dans le cadre du Programme. Chacune de ces agences devra signer un Accord de Mise en Œuvre ou Accord d'exécution ("IEA") avec MCA-Bénin II. Le Consultant devra, en particulier, collaborer étroitement avec les institutions énumérées ci-dessous, aux fins de la mise en œuvre des activités définies par les présents termes de référence ("TdR").

1.3 Entités responsables

MCA-Bénin II est, auprès de MCC, l'Entité responsable de l'exécution de l'Accord de Don pour le compte du Gouvernement. Au titre de l'Accord de Don, MCA-Bénin II procédera à l'acquisition de tous biens et services, passera des contrats avec des prestataires de service et en assurera la gestion. MCA-Bénin II est également chargé de gérer des processus d'ordre politique, de produire des rapports trimestriels et annuels de performance, de mettre en œuvre le Plan de Suivi et Evaluation et de s'occuper des relations publiques.

Dans l'exercice des responsabilités liées à la gestion du Programme, en plus du PMC, MCA-Bénin II devra employer des cabinets de professionnels qui se chargeront d'appuyer la réalisation de différentes tâches techniques et de gestion. Parmi ces cabinets figurent notamment :

- **L'Agent Fiduciaire (« FA ») :** L'Agent Fiduciaire est un contractant engagé par MCA-Bénin II et qui est chargé de gérer tous les fonds mis à disposition par MCC. L'Agent fiduciaire devra fournir des données et des informations relatives aux cibles pour les étapes clés du processus, notamment les engagements et les décaissements relatifs à certains contrats clés.
- **L'Agent de Passation des Marchés (« APM ») :** L'Agent de Passation des Marchés est un contractant engagé par MCA-Bénin II et qui est chargé de gérer toutes les activités de passation des marchés en rapport avec l'Accord de Don.
- **Les Consultants en conception :** MCA-Bénin II a engagé ou envisage d'engager plusieurs services d'ingénieurs-conseils/de consultants pour faire des conceptions détaillées, procéder à des évaluations d'impact environnemental et social (« EIES), préparer des documents d'appels d'offres pour les travaux de construction et assurer la supervision des desdits travaux.

Dans le cadre des présents Termes de Référence, tous les consultants fournissant de tels services seront dénommés Consultants en Conception²⁶.

- **Environmental and Social Oversight Consultant («ESOC»)** : MCA-Benin II a l'intention de recruter une équipe de consultants qui aura la responsabilité de l'appuyer dans tous les aspects environnemental, social, santé et sécurité relatifs au Compact. Il s'agit notamment de la planification et de la mise en oeuvre des actions de réinstallation, les systèmes de gestion environnementale et sociale, santé et sécurité (SGESSS), et la supervision de l'adhésion aux exigences relatives à la santé et la sécurité pendant la construction des infrastructures. Une coordination étroite entre l'ESOC et le PMC est indispensable.
- **Les Entrepreneurs** : MCA-Bénin II recrutera un certain nombre d'entrepreneurs qui seront impliqués dans la mise en œuvre des projets du Programme sous des types de contrat Conception-Offre-Construction, Conception-Construction ou par d'autres mécanismes alternatifs de prestations de services.

1.4 Organisation institutionnelle

MCA-Bénin II signera des Accords de Mise en Œuvre (« IEA») avec différentes entités publiques et parapubliques. Ces entités sont dénommées Agences ou Structures de Mise en Œuvre (« IEs »). Elles s'acquitteront de diverses responsabilités selon le projet et les activités qui incluent mais sans s'y limiter, la mise à disposition d'informations d'ordre technique et de données, la participation aux travaux d'examen et de validation des rapports d'études, des choix techniques et l'octroi des approbations requis le cas échéant. Les lignes suivantes donnent un aperçu des rôles et responsabilités dévolus aux Agences de Mise en Œuvre avec lesquels le PMC devra collaborer dans le cadre du Programme du Bénin axé sur l'énergie électrique :

- **Ministère de l'Energie, de l'Eau et des Mines (« MEEM »)** : Le MEEM est chargé de l'élaboration, et du suivi de la concrétisation de la politique sectorielle dans le domaine de l'énergie électrique au Bénin et sera, au titre de l'Accord de Don, une Agence d'Exécution (IE) qui devra appuyer la mise en œuvre de certains aspects des projets du Programme pour le compte du MCA-Bénin II.
- **Agence Béninoise pour l'Environnement (« ABE »)** : l'ABE est chargée de la supervision du processus d'évaluation environnementale, du contrôle et du suivi du respect des lois et réglementation en matière d'environnement au Bénin.

²⁶ L'Activité relative au Centre National de Dispatching devrait être réalisée selon une approche Conception-Construction ("D-B"). Dans ce cas, l'Entreprise chargée de la Conception-Construction devra également réaliser les conceptions définitives.

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- **Agence Béninoise d'Électrification Rurale et de Maîtrise de l'Énergie (« ABERME »)** : l'ABERME a été créée en 2004 pour mettre en œuvre la politique du Gouvernement sur l'électrification rurale et la supervision du secteur de l'énergie. L'ABERME est responsable des extensions du réseau de la SBEE dans les zones rurales. Elle sera, au titre de l'Accord de Don, une Agence d'Exécution et sera chargée d'appuyer la mise en œuvre des activités spécifiées au titre des Projets « Réforme des Politiques et Renforcement des Institutions » et « Electricité Hors-Réseau » pour le compte de MCA-Bénin II.
 - **Agence Nationale pour le Développement des Energies Renouvelables et de l'Efficacité Energétique (« ANADER »)** : l'ANADER a été créée en 2014 et se fixe l'objectif d'œuvrer pour la promotion et l'utilisation de toutes les formes d'énergie renouvelable et durable. L'ANADER sera, au titre de l'Accord de Don, une Agence d'Exécution et sera chargée d'appuyer la réalisation des activités spécifiées au titre des Projets « Réforme des Politiques et Renforcement des Institutions » et « Accès à l'Electricité Hors-Réseau » pour le compte de MCA-Bénin II.
 - **Autorité de Régulation de l'Electricité au Bénin (« ARE »)** : l'ARE procède à la régulation du secteur de l'énergie électrique au Bénin et sera, au titre de l'Accord de Don, une Agence d'Exécution qui sera chargée d'appuyer la mise en œuvre des activités spécifiées au titre du Projet « Réforme des Politiques et Renforcement des Institutions » et de l'Activité « Création d'un Environnement Propice à l'Electricité Hors-Réseau » du Projet « Accès à l'Electricité Hors-Réseau » pour le compte du MCA-Bénin II.
 - **Société Béninoise d'Énergie Électrique (« SBEE »)** : la SBEE est la Société nationale de distribution d'énergie électrique qui sera, au titre de l'Accord de Don, une Agence d'Exécution chargée d'appuyer la concrétisation des Projets du Programme, et plus particulièrement les Projets « Distribution d'Electricité » et « Production d'Electricité » et certains aspects du Projet « Réforme des Politiques et Renforcement des Institutions » pour le compte du MCA-Bénin II.
 - **Communauté Electrique du Bénin (CEB)** : la CEB est une organisation bi-étatique et une propriété conjointe des Gouvernements du Bénin et du Togo. Elle a été créée en 1968 et s'occupe de la production, de l'importation, et du transport de l'énergie électrique vers les deux pays. La CEB sera, au titre de l'Accord de Don, une Agence d'Exécution qui sera chargée d'appuyer la mise en œuvre des activités spécifiées dans le cadre du Projet « Distribution d'Electricité » pour le compte du MCA-Bénin II.

Pour plus d'informations sur la structure du secteur de l'énergie électrique au Bénin, se référer à l'Annexe A des présents TdR intitulée : « Bref Aperçu du Secteur de l'Énergie électrique au

Bénin. »

2.0 CONTEXTE

2.1 Présentation du pays

Le Bénin a une population de 10,3 millions d'habitants dont 36% vit en dessous du seuil national de pauvreté. L'incidence de la pauvreté est de 35% dans les zones rurales et de 27% dans les zones urbaines. L'essor dans le domaine économique lié au développement des services de transbordement et les prix élevés du coton se sont traduits par un taux de croissance moyen de 4% au cours des dix dernières années. Toutefois, la poussée démographique constante (3,5% par an au cours de la dernière décennie) a entraîné une nette augmentation de la pauvreté. L'extrême pauvreté est concentrée dans le Nord du pays où l'insécurité alimentaire est très répandue. Le secteur agricole du Bénin qui est dominé par le coton représente 36% du PIB. Il emploie 48% de la population active et assure 80% des recettes d'exportation. L'économie béninoise est vulnérable aux chocs extérieurs découlant des fluctuations des prix des matières premières ou des changements de politique au Nigéria, le principal partenaire commercial du Bénin.

2.2 Programme du Bénin axé sur l'énergie

Le deuxième Accord de Don entre le Gouvernement du Bénin et MCC vise le manque d'infrastructures électriques qui constitue une contrainte majeure dans un pays où l'insuffisance de l'offre en énergie électrique, aussi bien en qualité qu'en quantité, entraîne la faible productivité, la réduction du rendement et des investissements au profit des entreprises, le manque d'efficacité dans les prestations des services publics et sociaux, et la diminution du bien-être et des opportunités économiques en faveur des ménages²⁷. Les causes profondes de ces problèmes résident non seulement dans la pauvreté du pays, mais également dans les politiques, les institutions et les principaux acteurs intervenant dans le secteur.

Le Programme du Bénin a pour objectif de s'attaquer à ces problèmes cruciaux à travers des réformes de politiques et le renforcement des institutions, des investissements à grande échelle dans les infrastructures de production et de distribution d'énergie électrique, ainsi que dans des activités d'électrification hors-réseau. Il se compose des quatre projets ci-après:

- **Projet « Réforme des Politiques et Renforcement des Institutions ».** Ce projet appuiera des réformes profondes de politiques et le renforcement des institutions grâce à l'amélioration de la régulation, de l'exploitation et de la gestion de la SBEE, à la réforme tarifaire, à l'efficacité énergétique et la promotion de l'investissement privé dans la production de l'énergie électrique. Le projet contribuera à l'atteinte des objectifs de

²⁷ Le Bénin a clôturé son premier Accord de Don en octobre 2011. Ce Programme d'un montant de 307 millions de dollar US comprend les projets ci-après : (i) modernisation et extension du Port de Cotonou; (ii) promotion de la sécurité foncière; (iii) amélioration de l'accès des micros, petites et moyennes entreprises aux services financiers ; et (iv) création d'un système judiciaire plus efficace.

réforme de politiques du Programme, y compris la satisfaction des conditions préalables prévues. Toutefois, au titre des activités du Projet Réformes des Politiques et Renforcement des Institutions, il est prévu que le PMC ne fournisse aucune expertise technique mais qu'il procède plutôt au suivi des progrès effectifs réalisés par rapport aux résultats attendus tel qu'indiqué par les Responsables de MCA-Bénin II en charge de ces activités afin de garantir un Programme centré sur l'ensemble des objectifs de l'Accord de Don.

- Projet « Production d'Electricité » :** Ce projet permettra d'accroître d'environ 78 MW, la capacité totale installée du Bénin en termes de production d'électricité, – soit le tiers de la demande actuelle du pays en période de pointe – tout en réduisant sa dépendance vis-à-vis des sources d'approvisionnement externes. Cet objectif sera atteint grâce à l'installation de centrales photovoltaïques d'une capacité de production de 45 MW, ainsi que la réhabilitation d'infrastructures de production thermique et hydroélectrique existantes pour une capacité de 33 MW, en complément des investissements dans la production solaire. Il sera nécessaire que le PMC réalise la revue de certaines études de conception et contribue éventuellement au processus de passation des marchés pour les trois Activités du Projet « Production d'Electricité » en plus du contrôle général du Programme et des services de supervision des aspects environnementaux et sociaux.



Le Projet “Production d'Electricité” est composé des activités suivantes :

- Production Photovoltaïque :** Grâce aux études de faisabilité réalisées au cours de la phase de formulation du programme, quatre sites appropriés ont été identifiés pour l'installation des centrales photovoltaïques destinés à satisfaire la demande locale et alimenter le réseau électrique du Bénin. Les sites ont été sélectionnés sur la base de leur situation géographique par rapport au réseau électrique national et aux sous-stations ainsi que par rapport aux ressources solaires qui y sont disponibles. Ils ont été évalués en tenant compte de ceux qui présenteraient le moins d'impacts environnementaux et sociaux possible et auraient le moins d'incidence en matière de réinstallation des populations. Les quatre sites sélectionnés généreront une production solaire nouvelle d'une capacité totale de 45 MW.²⁸ La capacité installée prévue pour chacun des sites se présente comme suit :

²⁸ Bien que deux des six sites initialement proposés aient été éliminés du fait d'un redimensionnement du projet pour tenir dans le budget imparti, MCC et MCA-Bénin ont convenu de prendre en compte ces sites depuis la phase de réalisation des études de faisabilité jusqu'à la phase de conception des centrales. Ce sont les sites de Bembéréké avec une capacité estimée à 2 MW et Onigbolo avec 35 MW.

- Natitingou : 5 MW
- Djougou: : 10 MW
- Parakou: : 15 MW
- Bohicon: : 15 MW

L'approche de mise en œuvre de la Production Photovoltaïque n'a pas encore été finalisée et fait encore l'objet de discussion entre le Gouvernement, MCA-Bénin II et MCC. Il serait intéressant de poursuivre cette Activité en optant pour l'approche d'un Producteur Indépendant d'Electricité ("IPP"). Si tel était le cas, MCA-Bénin II aurait besoin d'engager un Conseiller spécialisé en transactions pour apporter un appui par rapport aux aspects techniques, financiers et juridiques de la transaction. Quelle que soit l'approche de mise en œuvre retenue, il est prévu que le PMC fournisse tout au moins une expertise technique minimum, contribue à l'examen des documents et qu'il procède au suivi des progrès effectifs réalisés par rapport aux résultats attendus au titre de cette activité pour le compte de MCA-Bénin II.

- **Production thermique** : Initialement, cette activité devrait permettre de réhabiliter de petites unités de production thermique d'une capacité totale de 32 MW pour compléter la capacité des centrales solaires à fournir de l'énergie électrique pour satisfaire la demande de pointe en période nocturne. En vue d'apporter une solution à la situation de crise de fourniture d'énergie électrique à laquelle le pays était confronté, le Gouvernement a décidé en Juillet 2016 de prendre en charge ces travaux au lieu d'attendre les ressources du Compact. MCC et MCA-Bénin II réfléchissent à la réallocation de ces ressources. Le PMC pourrait contribuer à cette réflexion.
- **Production Hydroélectrique** : Cette activité portera sur la réhabilitation d'une installation hydroélectrique existante aménagée directement le long d'un cours d'eau et susceptible de fournir de l'énergie électrique à l'une des zones les plus pauvres et les plus reculées du Bénin (Yéripao / Natitingou). La centrale existante n'a pas produit de l'électricité depuis environ trois ans. Les travaux à réaliser sur ce site incluent la réhabilitation d'une turbine 2-jet Pelton d'une capacité de 0.505 MW et l'installation d'une seconde turbine de capacité égale. MCA-Bénin devrait solliciter les services d'un Consultant en Conception et/ou d'un Contractant ou d'un Contractant chargé de la Conception-Construction pour réaliser les travaux de conception technique et préparer les documents relatifs à la gestion et l'atténuation des impacts environnementaux et sociaux. Il est donc prévu que le PMC apporte un appui complémentaire intégral à la gestion du programme et procure des services de supervision au titre de la présente Activité, y compris mais sans s'y limiter l'expertise technique et l'examen des documents ainsi que le suivi des progrès effectifs réalisés par rapport aux résultats attendus.

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- **Projet «Distribution d'Electricité»** : Ce projet permettra de moderniser les infrastructures de distribution d'énergie électrique du Bénin en vue d'étendre la capacité du réseau à satisfaire la croissance future, améliorer sa fiabilité, et réduire les pertes et les coupures d'électricité. Le Projet « Distribution d'Electricité » contribuera à moderniser et à densifier le réseau desservant Cotonou, la capitale économique de même que des réseaux régionaux sélectionnés pour compléter les propositions d'investissements dans la production solaire. Sur le plan national, il appuiera la construction d'un centre de conduite et de contrôle (dispatching center) moderne pour gérer plus efficacement le réseau, y compris l'énergie intermittente produite à partir de sources renouvelables. Il est donc prévu que le PMC apporte un appui complémentaire intégral à la gestion du programme et procure des services de supervision au titre de la présente Activité, y compris mais sans s'y limiter l'expertise technique et l'examen des documents ainsi que le suivi des progrès effectifs réalisés par rapport aux résultats attendus. La Section 3 donne de plus amples informations sur la sollicitation des services de Consultants en Conception et de Contractants en Conception-Construction.

Le Projet "Distribution d'Electricité" comprend les trois Activités suivantes :

- **Activité « Renforcement du Réseau Electrique au niveau régional »** : Cette Activité appuiera le remplacement des lignes électriques, le renforcement des sous-stations, l'installation de nouveaux postes de répartition et la construction de nouvelles sous-stations, en cas de besoin, pour compléter les propositions d'investissements dans la production solaire (prévus dans le cadre du Projet « Production d'Electricité ») dans les villes de Natitingou, Parakou, et Djougou. Cette Activité permettra également la construction d'une nouvelle ligne en 63 kV de Porto-Novo à Akpakpa, et la construction d'une nouvelle sous-station pour renforcer la capacité et la fiabilité du réseau de la ville de Porto-Novo, la deuxième plus grande ville du Bénin.
- **Activité « Renforcement du Réseau électrique de Cotonou »** : Cette Activité contribuera à renforcer la fiabilité du réseau afin de satisfaire la croissance prévue de la demande de branchements à travers des investissements dans plusieurs projets d'infrastructure, identifiés comme étant prioritaires par les études de faisabilité, notamment la construction de nouvelles lignes, la mise en place de nouveaux disjoncteurs, de nouvelles sous-stations, ainsi que l'extension du réseau municipal.

MCA-Bénin II a recruté un Consultant en Conception pour réaliser les travaux de conception, les études d'impact environnemental et social (EIES) et préparer tous les documents relatifs aux appels d'offres pour les constructions à la fois pour le Renforcement du Réseau Electrique au niveau régional et le Renforcement du Réseau Electrique de Cotonou.

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- **Activité « Dispatching d'Electricité au plan national »** : Cette Activité permettra la construction d'un Centre National de Contrôle de la Distribution (« CNCD »), un impératif pour gérer la production photovoltaïque planifiée et pour permettre un suivi, un contrôle du réseau et la collecte de données en temps réel. Cette Activité sera réalisée selon une approche Conception-Construction, avec un contrat de construction et de conception distinct pour le bâtiment pour le NDCC. Le Consultant en conception que MCA-Bénin II a retenu pour fournir des services de conception pour les sous-activités du réseau de distribution fournira également une supervision de la construction Centre National de Contrôle de la Distribution.
 - **Projet « Accès à l'Electricité Hors-Réseau »** : Ce projet vise à accroître l'accès à l'électricité dans un pays où seulement un tiers de la population dispose de l'énergie électrique et ce, par la mise en place d'une Facilité de subvention de projets énergétiques propres hors-réseau, couplée à la réforme des politiques et le renforcement institutionnel afin d'appuyer l'ensemble du secteur de la production d'électricité hors-réseau au Bénin. Il est composé des deux activités suivantes :
 - **« Facilité d'Energie Propre Hors-Réseau » (“OCEF”)**: La facilité devrait servir à financer des solutions d'énergies renouvelables hors-réseau (par exemple, de petites installations à biomasse, à énergie solaire et des systèmes hybrides) au profit des communautés, la continuité du service pour les infrastructures publiques essentielles (telles que les hôpitaux et l'approvisionnement en eau), les appareils économes en énergie au profit des familles et des communautés, notamment pour réduire le temps de travail des femmes et la pénibilité de leurs tâches (par exemple, des systèmes solaires photovoltaïques pour les ménages), et la promotion des mesures d'efficacité énergétique à l'échelle nationale. La Facilité servira de levier pour mobiliser des ressources additionnelles à celles de MCC grâce à des partenariats avec des entreprises privées, des organisations non gouvernementales (ONG), des communautés et autres structures qui proposent des solutions viables hors-réseau et des solutions énergétiques propres pour le Bénin. Le Gestionnaire de la Facilité devra procéder à la sélection des partenaires qui ont soumis les projets les plus prometteurs sur la base d'une série de critères rigoureux, y compris l'exigence faite à chaque projet d'atteindre un taux de rentabilité économique de 10% ou plus. Il n'est pas prévu que le PMC joue un rôle dans la réalisation de cette activité.
 - **Création d'un Environnement Propice à l'Electricité Hors-Réseau** : Etant donné que la Facilité d' « Energie Propre Hors-Réseau » envisage un volet de financement à allouer aux solutions communautaires (c'est-à-dire les mini-réseaux), il s'avère nécessaire et impérieux qu'un cadre politique et juridique soit élaboré pour se pencher sur le modèle hors-réseau à adopter en matière d'électrification rurale au Bénin. A ce jour, l'approche privilégiée pour l'électrification rurale a été l'extension du réseau, mais on se rend de plus en plus compte des limites de cette approche. Pour accélérer le taux d'électrification, il est devenu évident que certains des obstacles à l'électrification hors-

réseau doivent être levés ; d'où ce projet. Cette activité viendra en complément à la Facilité d' « Energie Propre Hors-Réseau » en mettant en place un cadre clair et transparent régissant l'électrification hors-réseau afin de clarifier les questions de propriété, d'exploitation, de tarification, de subventions et d'autres préoccupations relatives aux mini-réseaux. Le PMC devra procéder au suivi des progrès effectifs réalisés par rapport aux résultats attendus au titre de cette activité.

Pour mettre en relief l'importance de la garantie que constitue cette activité pour la réussite et la durabilité de la Facilité (OCEF), le Compact du Bénin axé sur l'énergie a subordonné, sous forme de condition préalable, le déblocage d'un montant de 20 millions de USD du financement de l'OCEF à la mise en œuvre des recommandations et politiques développées dans le cadre de la création de l'Environnement Propice à l'Electricité Hors-Réseau, exigeant du Gouvernement du Bénin, la mise en application d'une Politique d'électrification hors-réseau dans un délai de deux ans à compter de l'Entrée en Vigueur de l'Accord de Don.

2.3 Délai de mise en œuvre du Compact du Bénin axé sur l'Energie

Depuis la signature de l'Accord de Don, MCA-Bénin II a été créé et les activités préparatoires à la mise en œuvre du programme se poursuivent. Selon les statuts de MCC, tous les décaissements liés au programme doivent être effectués dans une période de 5 ans à compter de la date de l'entrée en vigueur de l'Accord de Don. L'entrée en vigueur du Compact est intervenue le 22 Juin 2017. Sur la base de cette prévision de date pour l'entrée en vigueur, l'ensemble des activités relatives aux travaux de construction doit être achevé au cours du deuxième trimestre 2022. Toutes les activités de réinstallation (par exemple, la préparation des plans d'action de réinstallation («PARs»), les versements d'indemnités, la restauration des moyens de subsistance et les Rapports de mise en œuvre du PAR) doivent être en cours d'achèvement vers la fin de la quatrième année du Programme. Dans certains cas, la mise en service des infrastructures et la période de garantie peuvent s'étendre au-delà des 5 années de mise en œuvre du Programme.

3.0 ETENDUE DES SERVICES

3.1 Objectifs de la Consultation

Le PMC contribuera à la gestion de l'ensemble des activités du Programme pendant la phase de mise en œuvre (depuis l'examen/étude des conceptions jusqu'aux travaux de construction, la mise en service des infrastructures et la période de garantie). L'intensité des services exigés du PMC sera toutefois variable en fonction du Projet/Activité spécifique tel que décrit dans la Section 2.2. Les activités à couvrir par le PMC figurent en général dans les principales catégories de services suivantes :

- Gestion globale du Programme
- Examen et revue des conceptions
- Contrôle financier et suivi des décaissements du programme
- Gestion des travaux de construction
- Appui aux activités de clôture du Programme.

Le PMC devra fournir les présents services y compris ceux qui sont définis plus en détail ci-dessous. Il s'emploiera aussi à exécuter toutes tâches susceptibles de contribuer à l'achèvement ou à la réalisation complète desdits services ainsi que tous autres services qui pourraient être identifiés et intégrés dans son contrat.

En réponse aux présents termes de référence, les soumissionnaires devraient inclure dans leurs propositions, l'approche et la méthodologie détaillées pouvant permettre d'apprécier le rapport coût-efficacité lors de la mise en œuvre de ces activités, y compris les caractéristiques des logiciels proposés, la méthode d'élaboration des rapports et les outils de gestion des risques. Les soumissionnaires sont également invités à proposer d'autres approches et/ou des approches alternatives devant permettre d'atteindre les objectifs visés et les résultats escomptés (ces informations seront fournies dans le formulaire TECH 7 ci-joint). Les commentaires, modifications ou améliorations à apporter aux activités proposées devront faire l'objet d'explication claire et détaillée dans la proposition. Toutefois, le Formulaire TECH 7 ne sera pas évalué et le soumissionnaire ne devrait pas y fixer des prix dans sa proposition. A la discrétion de MCA-Bénin II, les suggestions de modification pourraient être discutées au cours de la séance de négociations. Au cas où MCA-Bénin II retiendrait l'une ou l'autre des modifications, le prix pourra être ajusté en conséquence.

3.2 Principales tâches

L'essentiel des activités à couvrir parmi les grandes catégories de services a été structuré en sept principales tâches que sont notamment :

- Tâche 1 – Démarrage/Initiation des services
- Tâche 2 – Gestion globale du Programme
- Tâche 3 – Supervision des travaux de conception
- Tâche 4 – Contrôle financier
- Tâche 5 – Gestion des Travaux de Construction
- Tâche 6 – Clôture du Programme
- Tâches optionnelles – Autres Services Techniques Optionnels

3.2.1 Tâche 1 – Démarrage/Initiation des Services

Cette tâche se rapporte aux activités indispensables au démarrage des services du PMC. Les tâches à accomplir par le PMC sont décrites ci-dessous :

3.2.1.1 Réunion de lancement

Le PMC devra organiser et diriger une réunion de lancement avec MCA-Bénin II pour examiner l'étendue des services, la méthodologie, le calendrier de dépôt des livrables et les plans de travail initiaux. La réunion de lancement formelle sera tenue dans les bureaux de MCA-Bénin II à Cotonou au Bénin. Le PMC mobilisera son équipe de base juste après la réunion de lancement.

3.2.1.2 Collecte de données & premières visites de sites

Le PMC procédera à l'identification, à la collecte et à l'analyse d'informations pertinentes de référence devant lui faciliter sa mission. MCA-Bénin II devra faciliter la collecte et la transmission de toutes les données nécessaires. Le PMC devra aussi effectuer des visites de sites et tenir des réunions de présentation avec les autorités compétentes et les structures concernées telles que celles énumérées dans la Section 1.3 et 1.4 et toutes autres autorités ou structures identifiées par MCA-Bénin II. MCA-Bénin II aidera le PMC à prendre les premiers contacts et participera aux réunions de présentation.

3.2.1.3 Installation de Bureau

Avant ou juste après la réunion de lancement, le PMC devra établir son siège à Cotonou dans le cadre du Programme, de préférence à proximité des bureaux de MCA-Bénin II. Il devra entièrement meubler et équiper ses bureaux. Les locaux doivent être assez spacieux pour abriter le personnel recruté sur le court et le long terme et disposer d'une grande salle de conférence pouvant faciliter des réunions périodiques. Ils doivent être équipés d'une gamme complète de supports électroniques, notamment d'un accès internet haut débit, de matériels d'impression, de scanner, de photocopieurs, de traceurs et d'un système de vidéoconférence.

En plus du siège de Cotonou, une antenne régionale sera créée à Parakou et sera installée de préférence à côté du bureau régional de MCA-Bénin II. Le PMC aura la responsabilité de doter l'antenne régionale d'équipements tels que les ordinateurs, les scanners, les télécopieurs, les photocopieurs et autres équipements nécessaires à l'exercice de ses fonctions.

Le PMC devra également prévoir au niveau de son siège, deux salles dotées de mobiliers essentiels (bureaux, tables et chaises) pour accueillir le personnel de MCA-Bénin II. MCA-Bénin II pourra, de temps en temps, faire usage des photocopieurs, scanners, télécopieurs, et de la connexion internet haut débit mise en place par le PMC. Toutefois, MCA-Bénin II devra fournir des ordinateurs à son personnel pour lui permettre d'accomplir ses tâches.

3.2.1.4 Plan de Travail

Dans un délai de quatre semaines à compter de la réception de l'avis de démarrage, le PMC devra élaborer et soumettre un plan de travail détaillé qui sera composé des éléments suivants :

- Résumé exécutif.

- Description du plan de travail détaillé.
- Chronogramme préliminaire des activités à réaliser par le PMC assorti des jalons ou étapes clé identifiés en accordant une attention particulière aux Conditions Préalables à la mise en œuvre du Programme.
- Décomposition du niveau d'effort prévu pour la réalisation des principales activités.
- Plan de dotation en personnel muni de l'identification claire des rôles et responsabilités.
- Liste des entraves prévues par rapport à la réalisation de la mission conformément à l'accord signé dans le cadre de la gestion du programme.
- Liste des lois, règles et normes applicables (du Bénin, de MCC, etc.).

Le Plan de Travail élaboré conjointement par MCA-Bénin II et MCC sous version MS Project sera mis à la disposition du PMC avant la réunion de démarrage. La première tâche du PMC sera de s'inspirer de cette version pour élaborer un plan de travail qui couvre l'ensemble des activités du Programme jusqu'à la période de garantie.

3.2.2 Tâche 2 – Gestion globale du Programme

Cette tâche porte sur la responsabilité fondamentale du PMC en matière d'appui au MCA-Bénin II dans la mise en œuvre des activités et la gestion globale du Programme. Les différentes activités qui la composent sont :

- Planification des activités du Programme
- Assurance Qualité du Programme
- Gestion du Programme

Chacune de ces activités est décrite en détail ci-dessous :

3.2.2.1 Planification des activités du Programme

Le PMC devra élaborer un Plan détaillé de Gestion du Programme ("PGP"). Le PGP doit indiquer les politiques, processus, procédures et normes nécessaires à la mise en œuvre harmonieuse et adéquate du Programme de manière à répondre aux besoins et aux attentes de MCA-Bénin II. L'objectif du PGP est de fournir un plan global qui précise les rôles et responsabilités de l'ensemble des acteurs clé de la mise en œuvre du programme.

Le PGP doit être composé des éléments suivants (soit sous forme d'un unique document détaillé ou d'une série de sous-plans distincts) :

- Plan de Gestion des Documents
- Plan de Gestion des Risques
- Plan de Gestion de l'Etendue des services et des Changements/Modifications
- Plan de Clôture du Programme.

Ce Plan fera l'objet de complément par d'autres plans à élaborer au titre des sous-tâches à définir ultérieurement. Le PGP constitue l'un des éléments fondamentaux du processus d'évaluation des offres, et par conséquent, une esquisse détaillée de la version provisoire du plan doit être soumise ensemble avec les offres. Il sera demandé au soumissionnaire ou à l'adjudicataire déclaré d'élaborer son PGP et d'en soumettre une version complète à l'approbation de MCA-Bénin II dans un délai de douze semaines à compter du démarrage des services.

Les exigences relatives à l'élaboration de chacune des composantes de ces plans sont définies ci-dessous.

Plan de Gestion des Documents

Le PMC devra concevoir, réaliser et conserver tout au long de la durée du programme, un dispositif d'interface intégré destiné à enregistrer et à documenter les informations relatives à la gestion et les opérations de contrôle. Ce système permettra aux intervenants/acteurs des projets, sur autorisation de MCA-Bénin II, d'échanger avec les membres de l'équipe du Programme, de trouver des ressources en matière d'organisation, d'exploiter les données du système et les plans de travail, et d'avoir accès à des informations indispensables à la prise d'actions et/ou de décisions. L'interface doit permettre aux acteurs des projets retenus de travailler ensemble de manière efficace et efficiente, de publier et de faire de l'indexation de documents, de conserver le répertoire des tâches, de mettre en œuvre la charte des tâches et de partager des informations. Le système devra en outre permettre de créer et de gérer les documents, les archives et le contenu du site web.

Le logiciel de contrôle documentaire et de gestion des archives regroupe la classification, le stockage, la récupération et la mise à jour de l'ensemble des informations sur le programme. Cette activité devra couvrir tous les besoins des projets en matière d'informations et de données, notamment mais de manière non limitative :

- Les correspondances (écrite et électronique)
- La conception des documents relatifs aux différentes phases du projet
- Le(s) dossier(s) d'appels d'offres
- Les documents relatifs aux contrat(s)
- Les documents relatifs aux phases des travaux de construction
- Les données sur le(s) échéancier(s)
- Les documents relatifs aux coûts et aux paiements
- Les instructions relatives aux site(s)/chantier(s)
- Les ordres de modification
- Les plaintes/réclamations
- Les procès-verbaux des réunions

- Les rapports relatifs à la gestion environnementale et sociale (en coordination avec le SGESSS).
- Tous autres documents connexes.

Le Plan de Gestion des Documents devra décrire la méthodologie de traitement de tous les documents sus-énumérés en précisant notamment :

- Les procédures de contrôle/gestion des documents.
- Le système de gestion des documents à mettre en place.
- Le plan d'intégration des informations relatives au programme dans des systèmes existants tels que ceux mis en place à la SBEE, le cas échéant.
- Le Plan de transfert des documents à la fin du Programme.

Plan de Gestion des Risques

Le PMC développera un Plan de Gestion des Risques pour l'ensemble des risques identifiés, notamment mais de manière non limitative, les risques liés aux coûts, à l'achèvement des travaux ainsi que les risques environnementaux et sociaux, etc. Ce Plan comportera les procédures de gestion et d'atténuation des risques tout au long de la durée du programme. Le PMC devra aussi créer un Répertoire des Risques spécifiques au Programme et établir, définir et renseigner les catégories et sous-catégories dans lesquelles organiser les actions liées aux risques potentiels. Le PMC devra en outre, proposer la méthodologie d'identification et d'hierarchisation des risques. Même si ce Plan est différent du SGESSS qui sera élaboré par le Consultant chargé de la supervision environnementale et sociale, les deux documents constituent des systèmes de gestion et doivent par conséquent être cohérents et coordonnés.

Plan de Gestion de l'Etendue des services et des Changements

Le PMC devra concevoir et mettre en œuvre le Plan de Gestion de l'Etendue des services et des Changements. Des mécanismes de contrôle doivent être mis en place pour identifier et gérer toutes situations susceptibles d'entraîner à terme, des changements par rapport à l'atteinte des objectifs du Programme. Il revient au PMC de gérer systématiquement l'étendue des services définie et de trouver des solutions aux changements éventuels qui pourraient survenir en raison de facteurs internes et/ou externes.

Plan de Clôture du Programme

Le Plan de Clôture du Programme fournira une méthodologie rigoureuse et bien structurée devant permettre de planifier et de gérer l'achèvement et la finalisation des activités et services du programme. Le Plan de Clôture devra décrire les conditions ou les exigences et la chronologie des étapes prévues pour la réception des travaux achevés et pour la finalisation des activités de gestion du Programme, la clôture des services de consultation et des contrats des travaux de construction. L'élaboration du Plan de Clôture du Programme

doit commencer avec celle de la première ébauche du Plan de Gestion du Programme (PGP) et se poursuivre au fur et à mesure que le programme évoluera.

Etant donné la nature des projets du Programme, il sera nécessaire de procéder à la réception des travaux par phases en les intégrant dans un processus global d'achèvement des travaux. L'organisation de la réception des travaux réalisés dans le cadre du Programme en plusieurs "phases" complique le processus et permet d'insister davantage sur la nécessité d'une conception initiale/précoce des détails et séquence du processus de clôture du programme. Le Plan de Clôture devra porter sur les aspects suivants :

- La transition du Programme
- L'Audit financier final
- La clôture des Accord(s)
- La démobilisation du Personnel
- Le transfert des actifs.

3.2.2.2 Programme d'Assurance Qualité

Parallèlement au PGP, le PMC devra élaborer et mettre en œuvre, dans le cadre du Programme, divers plans et mécanismes d'assurance qualité qui devront tout au moins inclure :

- Programme de Contrôle-Qualité/Assurance-Qualité ("CQ/AQ")
- Programme de Contrôles du Programme

Les exigences relatives à chacun de ces mécanismes d'assurance sont décrites plus amplement ci-dessous :

Contrôle-Qualité/Assurance-Qualité

Le PMC sera responsable de la mise en place d'un système indépendant d'Assurance-Qualité devant permettre de garantir le respect des exigences de MCA-Bénin II à travers l'établissement de normes et de stratégies de suivi applicables au programme dans le but d'assurer une qualité optimale tout au long des différentes phases du/des projet(s). Les rôles et responsabilités qui incombent au PMC en matière de qualité sont :

- Veiller à ce que la stratégie relative à la gestion de la qualité soit en corrélation avec la stratégie de mise en œuvre du programme.
- Conduire les activités de développement, d'adaptation, d'affinement et d'amélioration constante et régulière de la Stratégie de Gestion de la Qualité ("SGQ"). Les exigences relatives au SGQ doivent être définies dans un Plan de Contrôle Qualité écrit.
- Donner des formations sur la mise en œuvre du SGQ.
- Procéder à l'évaluation périodique de l'efficacité du plan de qualité et le degré de conformité des activités des projets et du Programme à ce plan.

Il est attendu que le PMC décrive dans sa SGQ, la méthode qu'il envisage d'utiliser pour s'acquitter de ses attributions en termes d'assurance-qualité. Les tâches du PMC en matière de qualité incluent mais sans s'y limiter :

- Confirmer les objectifs à atteindre par MCA-Bénin II et par le programme.
- Identifier les normes et exigences du/des projet(s) en matière de qualité.
- Déterminer les exigences pertinentes en matière de certification (par exemple, Organisation Nationale de Normalisation [“ISO”], etc.).
- Identifier les exigences relatives aux contrats et à MCA-Bénin II en matière de qualité.
- Identifier les exigences en matière de qualité au niveau du programme et des projets.
- Examiner et approuver les plans de gestion de la qualité au niveau des projets.
- Analyser les contrats par rapport aux performances techniques, au suivi, au contrôle et aux exigences en matière d'élaboration des rapports.
- Identifier les exigences applicables au suivi, à la réalisation d'essais et à l'acceptation des matériaux, des équipements techniques, des livrables et des travaux achevés.

Contrôles du Programme

Le PMC devra élaborer et maintenir un Système des Contrôles du Programme («SCP») qui soit compatible avec les exigences à définir par MCA-Bénin II. Le SCP sera intégré dans un Plan de Contrôles du Programme qui sera écrit. Les contrôles du programme prévus porteront sur les éléments suivants :

- Gestion de chronogramme:
 - Concevoir un chronogramme de base en utilisant MS Project 2010 ou d'autres logiciels professionnels d'établissement d'échéanciers approuvés par MCA-Bénin II, et en dressant sous le format d'un chronogramme, le répertoire des principales rubriques de l'étendue des services du programme, conformément à la structure de répartition des tâches antérieurement élaborée et les jalons clés identifiés. Comme point de départ, le PMC fera usage du chronogramme préparé par MCA-Bénin II. Une copie dudit chronogramme est incluse dans l'Appendice B des termes de référence. MCA-Bénin II mettra la version électronique récente de ce chronogramme à la disposition du PMC après émission de l'avis de démarrage.
 - Les progrès doivent être suivis à travers une série de diagrammes réseaux générés grâce aux Méthodes informatisées de détermination du Chemin Critique, aux diagrammes à barre pour les calendriers, au réseautage et à l'élaboration des rapports. Tous les chronogrammes doivent être assortis de délai et mis à jour tout au moins mensuellement afin de correspondre aux situations évolutives et à l'avancement des travaux.

- Le chronogramme de référence devra couvrir les périodes relatives aux activités de conception et aux appels d’offres (et peuvent prendre en compte toutes les phases, le cas échéant), y compris les calendriers de suivi de ces conceptions.
- Gestion des Coûts/Gestion de la Valeur Acquise (“EVM”):
 - Le contrôle des coûts de construction consistera à effectuer un suivi permanent des estimations par rapport au budget déterminé afin d’identifier les écarts de coûts et de chercher des mesures correctives et des opportunités de réduction des coûts. Il faudra aussi convenablement organiser des échanges d’informations et l’interaction sur des aspects ayant un impact direct sur les coûts.
 - Tenir une base de données actualisée sur les coûts en vue du contrôle des coûts de construction pendant les phases de conception et de construction.
 - Le système devra permettre d’informer MCA-Bénin II de toutes les estimations en cours de préparation par les différents contractants et de l’informer sur les ordres de modification potentiels.
 - Pendant la phase des travaux de construction, le contrôle des coûts de construction consistera à effectuer un suivi permanent des coûts réels par rapport aux coûts budgétisés afin d’identifier les écarts de coûts et de chercher des mesures correctives et des opportunités de réduction des coûts.
- Suivi des décaissements:
 - Il est attendu que le PMC procède au suivi du budget, de la situation des coûts et des décaissements par rapport aux fonds impartis pour le programme.
 - Le PMC devra fournir tout au moins des rapports mensuels sur l’état d’avancement du programme et sur d’éventuelles prévisions de dépassements par le programme.
 - Le PMC fera des recommandations en vue d’une nouvelle programmation des fonds en cas de prévision d’un déficit pendant la mise en œuvre du programme.

Le PMC devra proposer l’approche communicationnelle par laquelle MCA-Bénin II sera tenue entièrement informé de l’opérationnalisation du SCP. Cette approche doit être approuvée par MCA-Bénin II dès le début du programme. Le système d’élaboration des rapports devra porter sur la production des rapports de résumé analytique et des présentations, des rapports détaillés donnant des informations sur les coûts, les progrès, les livrables et les aspects liés à la mise en œuvre du programme, les tableaux de chiffres et les bases de données, les courbes de tendance, etc. ainsi que d’autres rapports relatifs à la gestion des projets. Le système de contrôle des coûts comportera des rapports sur le budget et des estimations récentes sur les travaux en cours.

3.2.2.3 Gestion du Programme

Tout au long de la durée du programme, le PMC apportera un appui permanent en matière de gestion et d’administration du programme aux efforts de l’équipe de gestion du

programme. Les initiatives du PMC seront prises en étroite collaboration avec MCA-Bénin II qui sera entièrement tenu informé des activités du PMC.

Les initiatives spécifiques à prendre dans le cadre de la présente activité incluent les actions telles que :

- Assurer une supervision optimale des activités du programme.
- Assurer l'orientation quotidienne des initiatives de l'équipe du PMC.
- Faire un examen/revue approfondi(e) des livrables soumis par le PMC
- Fournir à MCA-Bénin II, des rapports réguliers oraux et écrits (tel qu'indiqué en détail dans la Section 4.0 des présents TdR).
- Prendre part aux réunions périodiques d'information et de coordination du programme.
- Prendre part à des séances et faire, sur demande, des présentations à différentes catégories de parties prenantes du programme.
- Aider MCA-Bénin II à préparer et à présenter l'état d'avancement du programme aux organes de contrôle compétents.
- Aider MCA-Bénin II à collecter et à mettre à disposition, les documents et informations nécessaires devant permettre de faire suite aux requêtes des auditeurs.
- Appuyer les besoins de MCA-Bénin II en matière de suivi et évaluation de l'évolution du programme en faisant office de base centrale des données/informations collectées par rapport à l'étendue des services à réaliser par les Entrepreneurs/contractants et tel que décrit dans le Plan de Suivi & Evaluation de MCA-Bénin II, et en fournissant des informations ou données aux évaluateurs indépendants.

3.2.3 Tâche 3 – Supervision des Tavaux de conception

La présente tâche porte sur les exigences faites au PMC en termes d'appui à MCA-Bénin II dans toutes activités de conception à réaliser pendant la période d'exécution de la mission du PMC.

Dans le cadre des activités de conception, le PMC devra assurer des services de suivi et de supervision dont les principaux objectifs sont :

- Procéder à l'examen des rapports de conception, y compris les rapports annexes tels que les rapports géotechniques, géophysiques, topographiques, etc.
- Procéder à l'examen des données disponibles notamment les rapports sur les travaux de conception.
- Assurer le suivi de l'avancement des travaux de conception.
- Réaliser et prendre part à des études spéciales telles que l'analyse de la valeur et les études sur la constructibilité.

- Procéder à l'examen ou à la revue des conceptions.
- Assurer la coordination des documents d'appels d'offres préparés par les Consultants en conception.

Les principales activités exigées du PMC dans le cadre de la présente tâche sont :

- Gestion des conceptions
- Réalisation d'études spéciales
- Examen/revue des conceptions.

Le tableau 3 ci-dessous présente un résumé des services de supervision des conceptions prévus pour chacune des activités du programme.

Tableau 3 : Activités du Programme et services de supervision des conceptions

Projet	Services de supervision des conceptions
Projet « Réforme des politiques et Renforcement des Institutions »	
Activité « Appui à la réforme des Politiques, de la Régulation et des Institutions »	Néant
Activité « Renforcement de la SBEE »	Néant
Activité « Information et Education du Public »	Néant
Projet “Production d’Electricité”	
Activité « Production Photovoltaïque » ¹	Examen des exigences du Maître d’Ouvrage
Activité « Production hydroélectrique »	Conceptions préliminaires & Définitives ; Documents d’Appels d’Offres pour les travaux de construction Examen/vérification des plans sur le site
Activité « Production Thermique »	A préciser
Projet « Distribution d’Electricité »	
Activité « Renforcement du Réseau Electrique au niveau régional »	Conceptions préliminaires & Définitives ; Documents d’Appels d’Offres pour les travaux de construction Examen/vérification des plans sur le site
Activité « Renforcement du Réseau électrique à Cotonou »	Conceptions préliminaires & Définitives ; Documents d’Appels d’Offres pour les travaux de construction Examen/vérification des plans sur le site

Activité « Dispatching d'Electricité au plan national »	Conceptions Définitives ; Examen/vérification des plans sur le site
Projet « Accès à l'Electricité Hors-Réseau »	
Activité « Facilité d'Energie Propre Hors-Réseau »	Néant
Activité « Environnement Propice à l'Electricité Hors-Réseau »	Néant

¹ Actuellement, l'activité « Production Photovoltaïque » est prévue pour être réalisée grâce à un contrat avec un IPP. Si cet arrangement s'avérait infructueux, la mise en œuvre du projet se fera sous un contrat classique Conception-Offre-Construction. Dans ce cas, il serait possible que le PMC accomplisse des services complémentaires qui feront l'objet de négociations distinctes en temps opportun.

Chacune des activités envisagées dans ce cadre est décrite ci-dessous :

3.2.3.1 Gestion des travaux de conception

L'objectif de la présente activité est de veiller à ce que tous les travaux de conception soient réalisés conformément au calendrier établi, dans l'ordre et dans les délais. Elle consistera aussi à suivre l'évolution des travaux de conception, la réalisation des livrables et leurs délais de soumission par tous les Consultants en conception, la coordination générale, l'approbation des observations relatives aux conceptions et aux livrables. Les informations devront être rapidement transmises et MCA-Bénin II devrait convenablement veiller à donner les approbations en temps opportun.

La gestion des travaux de conception doit être entreprise dans le cadre du système adopté de gestion globale du programme qui inclut aussi le suivi des facteurs liés aux coûts ainsi que les estimations progressives au fur et à mesure que se poursuivent l'élaboration des plans de conception.

Le rôle du PMC en matière de suivi consistera à garantir le strict respect des directives et réglementation applicables aux activités de conception. Il s'agit de procéder à l'examen régulier des conceptions et suivant des étapes clé de leur réalisation.

Le PMC devra assurer le suivi et le contrôle de l'élaboration des plans de conception pour l'ensemble des domaines concernés, notamment :

- Le projet « Distribution d'Electricité »
- L'Activité « Production thermique »
- Activiti «Production hydroélectrique»
- Des services de contrôle des conceptions pourraient être nécessaires pour l'activité "Production photovoltaïque" en cas de modification de l'option de faire réaliser cette activité par Producteur indépendant d'électricité (IPP).

Le PMC aura à accomplir les tâches de suivi et de révision suivantes :

- Assurer la supervision des travaux d'élaboration des plans de conception en vue d'une coordination au niveau de l'ensemble des domaines de conception.
- Assurer le suivi de la conception dans tous les détails nécessaires.
- Assurer le contrôle de la préparation, l'examen et les observations sur tous les calculs de conception requérant des approbations.
- Réceptionner les conceptions et faire des commentaires, des modifications ou des compléments ; veiller à l'intégration des observations et assurer la coordination jusqu'à la fin du processus.
- Assurer le contrôle des implications de coûts relatifs aux travaux de conception et donner des orientations sur d'éventuelles réductions de coûts.
- Vérifier la structuration des tâches en différentes phases ainsi que les étapes relatives aux réceptions des travaux.
- Faire des suggestions à MCA-Benin II et formuler des recommandations par rapport à l'approbation des documents définitifs des travaux de construction.
- Superviser l'intégration des exigences du Gouvernement du Bénin et celles d'autres autorités (par exemple la SBEE) dans les conceptions.
- Travailler en étroite collaboration avec l'équipe du Suivi et Evaluation de MCA afin de s'assurer que les principaux jalons sont respectés conformément au Plan de Suivi et Evaluation.
- Assister l'équipe de Suivi & Evaluation et MCA dans la mise en œuvre du Plan de Suivi et Evaluation, les besoins de collecte des données, la rédaction et la présentation des rapports.

Par ailleurs, le PMC devra, en cas de nécessité et pour cause de retard dans le calendrier des conceptions, aider les Consultants en conception à obtenir les approbations dans les délais/recueillir les observations auprès des autorités compétentes en vue du maintien des travaux de conception et des projets de construction dans le calendrier préétabli. Dans ce cadre, le PMC fera des propositions et mènera des discussions avec les structures publiques concernées ainsi qu'avec les autorités à divers niveaux sur la stratégie susceptible de contribuer à simplifier et à réduire les procédures et la durée des opérations. MCA-Bénin II fournira l'assistance nécessaire au PMC dans la coordination et le suivi du feedback des autorités concernées en vue de l'atteinte des objectifs précédemment énoncés.

3.2.3.2 Examen des conceptions

Le PMC devra procéder à l'examen de tous les travaux de conception réalisés dans le cadre du programme tout au long de la période d'exécution de sa mission. Il examinera les documents de conception technique et les rapports tel qu'indiqué dans le tableau 3 (soit au cours du processus d'appel d'offres, pendant la période des conceptions ou au cours des travaux de construction).

L'examen aura pour objectif de s'assurer que les conceptions :

- sont fondées sur des critères de conception valables, des hypothèses justifiables et sont généralement conformes aux paramètres et exigences du projet ;
- sont en conformité avec les plans directeurs approuvés, les études de faisabilité, et le Plan d'Inclusion Sociale et de l'Intégration du Genre de MCA-Bénin II (PISG).
- respectent toutes les politiques de MCC comme les standards de performances environnementales et sociales de l'International Finance Corporation (IFC-PS) ;
- sont conformes aux exigences liées à la soumission des documents et aux règles définies par les autorités locales.
- sont conformes aux codes et réglementations applicables sur les plans local et international et sont fondées sur de bonnes pratiques en matière de construction ;
- sont en conformité avec les exigences contractuelles, le cas échéant (notamment au cas où les conceptions sont entreprises par un Contractant en Conception-Construction) ;
- sont entièrement réalisées et coordonnées et respectent les exigences contractuelles des livrables telles qu'énoncées dans les documents contractuels appropriés, dans les conditions liées au contrat et les résumés des livrables intégrés dans les accords applicables.
- attestent d'une connaissance de l'issue des considérations liées à l'analyse de la valeur, aux restrictions budgétaires et la nécessité d'aboutir à une mise en œuvre efficace dans le choix des matériaux et des propositions de solutions ;
- sont réalisées par rapport aux normes professionnelles établies ;
- proposent l'usage des solutions de conception efficaces et efficaces qui reflètent les conclusions des études relatives à la constructibilité.

Les révisions des conceptions doivent être complètes, et inclure entre autres des vérifications techniques et des actions de suivi sur les éléments suivants :

- Complétude et exhaustivité des plans et des documents.
- Degré de coordination entre les différents domaines de conception ; l'évaluation ou l'appréciation des progrès.
- Qualité de production des documents couvrant les aspects tels que le système de numérotation, les normes d'élaboration des plans, les répertoires détaillés des dessins/plans/schémas techniques, les rapports de la phase finale des travaux de conception, les descriptions des spécifications et des finitions.

Les vérifications doivent aussi donner l'occasion aux Consultants en conception et aux Contractants en Conception-Construction d'échanger avec le PMC et de permettre au PMC de mener des discussions avec eux sur les travaux de conception soumis afin de faire des suggestions et des recommandations pour leur amélioration.

Au moment opportun, le PMC fera des commentaires et formulera des recommandations au MCA-Bénin II pour l'approbation des documents de conception. La durée des périodes d'examen des conceptions est primordiale et il faudra respecter les contraintes calendaires, l'échéancier

principal et le planning des travaux de conception.

Le PMC devra faire la supervision et procéder à l'examen des Evaluations d'Impact Environnemental et Social détaillées réalisées par le Consultant en charge des études de conception.

3.2.3.3 Etudes spéciales et autres services

Sur demande de MCA-Bénin II, le PMC devra initier et réaliser des études spéciales telles que l'Analyse de la Valeur dont l'objectif sera de déterminer les meilleures conceptions, systèmes et matériaux à utiliser dans l'exécution du projet tout en gardant à l'esprit, l'efficacité relative, les coûts initiaux et les coûts d'exploitation, les questions de maintenance, la durée de vie, et la durabilité. Le PMC aura à s'assurer que les paramètres de conception sont bien compris et que les recommandations subséquentes et les directives seront mises en œuvre de manière positive et effective. Des réunions seront tenues entre le PMC et les Consultants en conception à cet effet. La présente sous-tâche ne doit PAS être facturée dans la proposition du soumissionnaire ; elle est présentée ici juste à titre d'information. Les conditions particulières liées à l'autorisation des tâches complémentaires sont définies dans la Section 4.2 du contrat du PMC et devront être respectées au cas où MCA-Bénin II solliciterait d'autres services. Avant le démarrage d'une étude spéciale commanditée par MCA-Bénin II, MCA-Bénin II devra en adresser une demande écrite au PMC qui élaborera et soumettra une proposition technique et financière détaillées que devra approuver MCA-Bénin II par écrit. La proposition financière sera basée sur les taux prévus dans le formulaire FIN-4.

3.2.4 Tâche 4 – Contrôle Financier

La présente tâche porte sur les exigences faites au PMC en termes d'appui à MCA-Bénin II par rapport au contrôle financier général du programme. La présente tâche vient en complément aux services liés au contrôle des activités des projets tel qu'antérieurement décrits au titre de la Tâche 2 et les activités relatives à la gestion des travaux de construction définis ci-dessous. Les activités prévues au titre de cette tâche sont :

- Contrôler et rendre compte des dépenses globales du programme.
- Contrôler les dépenses liées au PMC et à d'autres Consultants en conception et suivre le traitement des demandes de paiement.
- Contrôler les dépenses liées aux entrepreneurs et suivre le traitement des demandes de paiement.

Chacune de ces activités prévues est décrite plus amplement ci-dessous.

3.2.4.1 Contrôle des dépenses globales du Programme

Dans le cadre de la présente sous-tâche et parallèlement à la Tâche 2, le PMC procédera au contrôle et au suivi des dépenses globales du programme. Ce contrôle couvrira toutes les composantes du programme, notamment les dépenses relatives au PMC, aux autres Ingénieurs-conseils, les coûts liés aux contrats attribués dans le cadre des travaux de construction et toutes autres dépenses à financer au titre de l'Accord de Don du MCC. Ces informations seront exploitées pour gérer le

budget global du programme et faire des projections en matière de flux de trésorerie. Elles seront compilées et intégrées dans les différents rapports à soumettre par le PMC (se référer à la Section 3.0 des présents TdR).

3.2.4.2 Contrôle/Rapport sur les coûts des consultants

Le PMC devra réceptionner et examiner les demandes de paiement relatives à chaque contrat de consultation attribué. Au cours de ce processus, le PMC déterminera si les montants sollicités reflètent l'évolution des performances du Consultant et sont en conformité avec les exigences du contrat signé. Le PMC fera des recommandations au MCA-Bénin II par rapport à l'acceptation des demandes de paiement. Le PMC avisera davantage MCA-Bénin II quant à l'état des montants globaux sollicités, versés ou remboursés et restants à payer selon les modalités de chaque contrat.

3.2.4.3 Contrôle/Rapport sur les dépenses contractuelles

Dans le cadre de la présente sous-tâche, le PMC procédera au contrôle et au suivi des dépenses liées aux travaux de construction entrepris dans le cadre du programme. Le PMC devra réceptionner et examiner les demandes de paiement certifiées²⁹ relatives à chaque contrat de construction attribué. Au cours de ce processus, le PMC déterminera si les montants sollicités reflètent l'évolution des performances du Consultant et sont en conformité avec les exigences du contrat signé. Le PMC fera des recommandations au MCA-Bénin II par rapport à l'acceptabilité des demandes de paiement. Le PMC avisera davantage MCA-Bénin II quant à l'état des montants globaux sollicités, versés ou remboursés et restants à payer selon les modalités de chaque contrat.

3.2.5 Tâche 5 – Gestion des travaux de construction

La présente tâche porte sur les exigences faites au PMC en termes d'appui à MCA-Bénin II par rapport aux services de suivi et de supervision pendant la phase des constructions au profit du programme. La phase des constructions démarrera dès l'émission d'un avis de démarrage écrit à l'entrepreneur au titre d'un projet. En tant qu'agent de MCA-Bénin II pendant la phase des constructions, le PMC aura à assurer le suivi et la supervision des activités du projet, y compris les services classiques de gestion des travaux de construction. Ces services de supervision viennent en appont aux services d'administration des contrats et de supervision des sites dont se chargeront les Consultants en conception, au lieu de cela, l'intention de ces services est d'aider MCA-Bénin II à s'assurer que les services de supervision de la construction sont correctement menés.

Les activités prévues au titre de la présente tâche sont notamment :

- Suivi et surveillance des travaux de construction
- Services de Démarrage

²⁹ Les Consultants en conception qui fourniront des services de supervision des travaux de construction seront chargés de certifier les paiements en faveur des entrepreneurs.

- Clôture des contrats de construction.

Chacune de ces activités est décrite en détail ci-dessous.

3.2.5.1 Gestion des constructions

Les services de gestion des travaux de construction à fournir par le PMC incluent mais de manière non limitative :

- Assurer la gestion et la coordination des services de supervision à fournir par les Consultants en conception (ou par d'autres) pendant les travaux de construction.
- Aider MCA-Bénin II à mettre en œuvre son Plan d'Intégration du Genre et de l'Inclusion Sociale en faisant office de banque des données/informations collectées par d'autres personnes et qui soient en rapport avec les statistiques sur le travail des entrepreneurs, et particulièrement avec l'emploi des femmes et les opportunités liées leur emploi.
- Conseiller MCA-Bénin II sur les tests de laboratoire, les essais réalisés en atelier et en usine sur des matériels et équipements en vue de la conformité avec les spécifications.
- Evaluer l'efficacité et l'efficience des plans de travail des entrepreneurs en construction en termes d'approche et d'allocation des ressources.
- Exiger la conformité et veiller à contrôler que toutes les activités réalisées pendant la phase de construction sont en conformité avec les versions récentes ou révisées des politiques, règles, procédures, normes et termes de référence des projets.
- Examiner les programmes d'assurance-qualité, les processus et procédures développés par les entrepreneurs en construction et s'assurer de leur suivi.
- Assurer la coordination des réunions avec d'autres organismes gouvernementaux, comme l'exige MCA-Bénin II.
- Suivre les négociations avec les entrepreneurs en construction notamment par rapport au progrès accompli (pourcentage de réalisation), aux ordres de variation (notamment les modifications des conceptions), les réclamations et contre-réclamations.
- Si demandé par MCA-Bénin II, assister aux réglages et aux essais/tests sur les équipements
- Suivre les progrès réels et le respect des étapes de soumission des livrables, notamment travailler avec les consultants en conception, au besoin, pour identifier les actions nécessaires à l'achèvement du projet dans le budget imparti et selon le calendrier établi.
- Préparer les rapports d'avancement de l'ensemble des projets.
- Fournir des informations à MCA-Bénin II sur l'ensemble des entrepreneurs qui ne se conforment pas aux exigences des contrats.

- Fournir des informations à MCA-Bénin II sur les nouvelles réglementations qui auront des impacts sur les projets de construction ou sur l'ensemble des activités de construction des entrepreneurs.
- Assurer la consolidation des calendriers de cheminement critique soumis par les contractants pour chaque projet avec les analyses nécessaires par rapport aux réclamations et aux demandes de modification/avenants.
- Respecter les inspections définitives et en rendre compte.
- Fournir des éléments d'interprétation des contrats sur demande de MCA-Bénin II et faire preuve de cohérence dans les réponses sur l'ensemble du programme.
- Contribuer à la réalisation des activités de construction en servant d'interface avec d'autres structures au besoin ou comme prévu.

Le PMC devra produire et soumettre des rapports d'avancement périodiques à MCA-Bénin II, tel que décrit dans la Section 4.0 des présents Termes de Référence. Ces rapports doivent porter sur la gestion des travaux de construction, notamment tous les détails prévus dans les contrats ainsi que tous les autres détails que le PMC juge nécessaires et appropriés de porter à la connaissance du Maître d'Ouvrage.

3.2.5.2 Services de démarrage / mise en service

Dans le but de préserver les investissements en infrastructures de MCC et de MCA-Bénin II, de conserver et de valider les projets, MCA-Bénin II envisage que le PMC contrôle et supervise le démarrage des travaux et la mise en service des ouvrages, notamment les tests de performance/essais de réception ainsi que l'extension de la période de démarrage/mise en service. L'objectif de l'extension de la période de démarrage/mise en service est de tester et d'établir la fiabilité des installations en général, de faciliter la conformité permanente et l'exécution des projets, et de garantir des conditions opérationnelles de référence.

Les services de démarrage seront fournis par le PMC en coordination avec les entrepreneurs chargés des travaux de construction et les Consultants en conception et porteront sur le démarrage, la mise en service et la réalisation d'essais sur les équipements et les installations.

Les services de démarrage incluent, mais de manière non limitative les activités suivantes :

- Examiner et approuver les plans relatifs aux activités d'installation, aux opérations d'exploitation et de réception des travaux.
- Examiner et approuver les normes du projet en matière de réception ainsi que les méthodes de réalisation des essais.
- Réaliser l'installation du projet et la qualification des opérations d'exploitation.
- Assurer la supervision du processus de démarrage, de réalisation des essais et de la mise en service de chaque équipement et celle de toutes les installations.
- Assurer la supervision des études comparatives et les évaluations préliminaires des équipements.

- Assurer la supervision des tests de performance de l'ensemble des installations.

Au cours des phases de démarrage/mise en service, le PMC devra fournir à MCA-Bénin II, tous autres rapports nécessaires tels que les rapports relatifs aux informations sur la conformité, les visites aux agences de réglementation, le fonctionnement des équipements et leur entretien, les problèmes de fonctionnement ainsi que la situation budgétaire et l'état des dépenses. Les rapports évoqués devront être présentés sous la forme convenue.

3.2.5.3 Clôture des contrats de construction

Dans le cadre de la clôture des contrats de construction, le PMC devra, pour le compte de MCA-Bénin II, appuyer de manière effective les opérations de clôture physique et financière des actifs en collaboration avec MCA-Bénin II et d'autres structures de mise en œuvre. Les activités de clôture des travaux de construction incluent mais sans s'y limiter :

- Prendre part aux essais et documenter le démarrage mécanique, l'essai et la mise en service de chaque équipement en même temps que l'essai électromécanique de toutes les installations.
- Appuyer les opérations de transfert d'actifs des entrepreneurs au Gouvernement, à la SBEE, ou aux autres structures de mise en œuvre concernées et assurer la coordination des activités de démarrage/mise en service.
- Assurer la coordination et la supervision de l'ensemble des activités de clôture des contrats de construction, notamment l'examen des factures finales et les réclamations.
- S'assurer de l'obtention des garanties pour tous les équipements et matériels à transférer au Gouvernement, à la SBEE, ou aux autres structures de mise en œuvre concernées.
- Contrôler et surveiller la réception finale et la clôture des contrats et recueillir les documents définitifs à mettre à disposition par l'entrepreneur conformément aux termes de référence.

Le PMC doit entreprendre des concertations générales au cours des services de clôture des travaux de construction, échanger et assurer la coordination avec les entrepreneurs, MCA-Bénin II, les structures de mise en œuvre et d'autres structures publiques au besoin.

3.2.6 Tâche 6 – Clôture du Programme

La présente tâche porte sur les exigences faites au PMC en termes d'appui à MCA-Bénin II par rapport à la clôture définitive du programme. Les activités prévues au titre de cette tâche sont :

- Assistance au cours de la période de garantie
- Clôture des contrats relatifs à la gestion du Programme

Chacune de ces activités prévues est décrite plus amplement ci-dessous.

3.2.6.1 Clôture des contrats relatifs à la gestion du Programme

Le Plan de Clôture du Programme est l'un des éléments du Plan de Gestion du Programme qu'il faudra élaborer au titre de la Tâche 2.0. Le Plan de Clôture du Programme devra fournir une méthodologie rigoureuse et une approche systématique visant à planifier et à gérer l'achèvement et la clôture des activités et services du programme. Le Plan de Clôture du Programme donnera une description des conditions/exigences et des étapes prévues pour la réception des ouvrages réalisés et pour la clôture des contrats relatifs à la gestion du programme, aux services de consultation et aux travaux de construction. Il comportera notamment :

- Le plan de transition du Programme
- Le plan d'audit final
- Le plan de clôture des Accords
- Le plan de démobilisation du personnel
- Organisation et qualification d'une structure de gestion des actifs après la phase de clôture de MCA - Bénin II
- Le Plan de transfert des actifs.
- La clôture du site internet du programme (s'il y a lieu).
- La clôture des bureaux de chantier.
- L'archivage des dossiers et documents des projets.
- La compilation formelle des leçons apprises pendant l'exécution du programme.

Le Plan de Clôture du Programme sera mis en œuvre au titre de la présente tâche. L'achèvement du programme sera matérialisé par la soumission d'un rapport de clôture du programme. Une version provisoire dudit rapport sera soumise à MCA-Bénin II pour examen et observations. Dès réception des commentaires écrits de MCA-Bénin II, le rapport sera finalisé et constituera le point culminant des prestations de services du PMC dans le cadre du Programme.

3.2.7 Tâches Optionnelles – Autres Services techniques optionnels

Comme dans les cas de mise en œuvre des programmes d'infrastructures complexes, il y a des incertitudes liées au Programme du Bénin axé sur l'énergie par rapport aux propositions des études de conception et aux travaux de construction, etc. Compte tenu de la période stricte de 5 années que MCC impose à ces pays partenaires, MCA-Bénin II devra, en temps opportun, chercher des solutions lorsque les défis envisagés surgiront. A cet effet, MCA-Bénin II a élaboré une liste de services optionnels complémentaires qui POURRONT nécessiter l'intervention du PMC en cas de survenue de circonstances imprévues (un processus de passation de marchés infructueux en conception par exemple). La présente liste est à titre illustratif. Un f du niveau d'efforts indicatif est mis à la disposition des soumissionnaires uniquement pour des besoins d'estimation des coûts. Au cas où des services complémentaires sont requis, MCA-Bénin II devra élaborer des termes de référence détaillés et solliciter une proposition de prix auprès du PMC sur la base des coûts fixés dans le formulaire FIN-IV. MCA-Bénin II peut, à sa seule discrétion, faire des négociations avec le PMC sur les propositions de niveau d'efforts, de chronogramme et des prix.

Les services optionnels potentiels complémentaires PEUVENT inclure :

- Des conceptions techniques détaillées, les études d'impact environnemental et social y afférant, et les documents relatifs aux travaux de construction dans le cadre des activités de production thermique, hydroélectrique, et photovoltaïque ;
- Des services de supervision des travaux de construction, tels que définis dans les dossiers types d'appels d'offres de MCC applicables aux constructions ;
- L'examen technique des livrables du Projet « Réforme des politiques et renforcement des institutions » et de l'activité « Création d'un environnement propice à l'électricité hors-réseau ».
- Des services d'assistance à la passation des marchés tels que la préparation des documents de préqualification, la finalisation des dossiers d'appels d'offres, l'organisation des conférences préalables aux soumissions, la contribution aux réponses aux questions des soumissionnaires, etc.

4.0 LIVRABLES

4.1 Aperçu des livrables

Après la signature du Contrat et l'émission de l'Avis de Démarrage (« AdD »), la consultation sera lancée par une réunion de démarrage formel à Cotonou au Bénin. Le Consultant sera représenté par le Personnel Clé tel qu'indiqué dans la section 6 des présents termes de référence « Dotation en personnel et Personnel clé » et par le Chef du Projet. L'objectif de la réunion de démarrage est d'aborder toutes les questions relatives au contrat ou à l'étendue des services et de clarifier les attentes concernant l'étude.

Le PMC devra élaborer et soumettre régulièrement plusieurs rapports de progrès accompagnés d'autres livrables. Les exigences particulières relatives à la soumission desdits rapports sont présentées ci-dessous. Tous les livrables prévus seront soumis sous forme électronique et en version papier ou imprimée. Tous les livrables seront considérés comme des « versions provisoires » à leur réception. MCA-Bénin II procédera à l'examen et à l'approbation de ces versions provisoires ou transmettra ses commentaires au PMC. Une fois que le PMC aurait reçu les observations sur les projets de rapports, il devra les prendre en compte pour finaliser et soumettre les versions définitives tel que prévu. Tous les livrables soumis dans le cadre du projet seront en langue française.

4.2 Exigences relatives à la production des rapports

Le PMC sera chargé d'élaborer et de soumettre régulièrement les rapports suivants dans le cadre du programme :

- Rapports mensuels de progrès
- Rapports trimestriels de progrès
- Rapports annuels de performance
- Le rapport final

- Le Système électronique de rapportage

Il est demandé au PMC de soumettre tous les rapports sous une forme compatible avec le Système d'Information de Gestion de MCA-Bénin II pour permettre de satisfaire les exigences de MCC en matière d'élaboration de rapports. Ce Système d'Information de Gestion devrait être conçu grâce à un appel d'offres distinct et rendu entièrement opérationnel vers la fin de l'An 1 du Programme.

Les lignes qui suivent présentent le descriptif détaillé de chacun des rapports requis.

4.2.1 Rapports mensuels de progrès

Le PMC élaborera un rapport mensuel de progrès (« RMP ») et le soumettra à MCA-Bénin II. Le canevas spécifique du rapport de progrès sera conçu en collaboration avec MCA-Bénin II et détaillé davantage dans le Plan de Gestion des Communications. Généralement, le rapport doit couvrir l'état d'avancement des travaux à la date courante ainsi que les dépenses en termes de temps et d'argent. Il devra au moins inclure les éléments suivants:

- Le résumé exécutif
- La description narrative des travaux réalisés au cours du mois précédent.
- Une prévision des principales activités à entreprendre au cours du mois à venir.
- Un résumé des questions essentielles en suspens assorti de la liste des responsables identifiées pour les résoudre.
- Un résumé des problèmes/préoccupations anticipés.
- Une révision du rapport et le calendrier prévu pour les commentaires ou décisions attendus de MCA-Bénin II.
- Un tableau présentant par tâche, les délais et les dépenses, et récapitulant le budget global, les dépenses effectuées au cours du mois précédant ainsi que les dépenses totales cumulées à la date courante.
- Un examen de la situation de tous les sous-contrats conclus par le PMC.
- Un examen de l'état de la facturation et des paiements.
- Un examen du chronogramme du programme indiquant en particulier les progrès réels du projet par rapport aux résultats prévus.

Les RMP doivent être illustrés avec des graphiques et des photos le cas échéant. Ils doivent être transmis à MCA-Bénin II dans un délai de cinq jours ouvrables à compter de la fin de chaque mois.

4.2.2 Rapports trimestriels de progrès

Le PMC devra élaborer des rapports trimestriels de progrès (« RTP »). Les RTP doivent comporter un état précis, actualisé de toutes les activités réalisées, la planification des tâches, les questions non résolues par le PMC, par d'autres consultants, contractants et fournisseurs au titre du trimestre précédent. Dans les RTP, le PMC mettra l'accent sur les tâches qu'il a accomplies personnellement et les mesures qu'il a prises en vue de l'atteinte des objectifs du programme et évitera de reproduire les informations que d'autres ont déjà fournies sur leurs réalisations dans leurs rapports de progrès.

Les RTP doivent inclure, tout au moins :

- Le résumé exécutif.
- La description des principales activités réalisées par le PMC au cours du trimestre (notamment les progrès par rapport aux résultats envisagés et les indicateurs de progrès).
- La description des tâches et des interventions du PMC dans les activités des autres consultants et contractants, y compris un récapitulatif des budgets et délais impartis pour le projet, et intégrant les mesures correctives nécessaires.
- La version actualisée des activités prévues pour le trimestre à venir assortie d'une description des principales activités détaillées dans les plans de travail approuvés. Il fournira des explications sur les modifications ou changements considérables introduits dans les plans de travail approuvés et dans les budgets détaillés.
- Une version actualisée du rapport sur la gestion des risques comprenant une analyse de l'évolution du/des projet(s), des risques, des délais ainsi que des explications sur les insuffisances notables et les écarts ou modifications relevés dans les plans de travail et les calendriers. Le PMC devra, au besoin, faire des recommandations de mesures correctives et de mesures d'atténuation.
- Un résumé des questions essentielles en suspens assorti de la liste des responsables identifiés pour les résoudre ainsi que le calendrier relatif à la réception des informations ou décisions nécessaires pour la résolution de chaque préoccupation.
- Un tableau présentant par tâche, les délais et les dépenses, et récapitulant le budget global, les dépenses effectuées au cours du trimestre précédant ainsi que les dépenses totales cumulées à la date courante ainsi qu'un tableau actualisé de la valeur acquise.
- Un examen de l'état de la facturation et des paiements.
- Un examen du chronogramme du programme indiquant en particulier les progrès réels du projet par rapport aux résultats prévus.

Les versions finales des RTP doivent être soumises au plus tard cinq (5) jours ouvrables après le dernier jour du trimestre et les versions définitives seront transmises au plus tard trois (3) jours ouvrables après la réception des commentaires de MCA-Bénin II.

4.2.3 Rapport annuel de Performance

Le PMC devra élaborer un rapport annuel de performance («RAP»). Le canevas d'élaboration des RAP est différent de celui des RTP en ce que le RAP doit inclure une évaluation succincte des performances de l'ensemble du programme assortie de graphiques appropriés et d'un résumé narratif concis présentant les indicateurs de performance annuelle par rapport aux plans de travail de référence et autres données, le cas échéant.

Les versions finales des RAP doivent être soumises au plus tard cinq (5) jours ouvrables après le 30 septembre de chaque année et les versions définitives seront transmises au plus tard cinq (5) jours ouvrables après la réception des commentaires de MCA-Bénin II.

4.2.4 Rapport Final

Le PMC préparera un rapport final détaillé qui décrira toutes les activités entreprises pendant la mise en œuvre du Programme, y compris une description de la méthodologie et des résultats réels par rapport aux résultats de base, les interventions réalisées avec d'autres consultants et entrepreneurs en construction ainsi que les indicateurs de performance.

Le rapport final comprendra mais de manière non limitative :

- Un résumé exécutif.
- Un chapitre sur les leçons apprises suivi de l'analyse y relative
- Un résumé de l'exécution du budget et de l'échéancier par rapport au planning.
- D'autres résumés et conclusions.
- Des annexes appropriées.

Le rapport final devra remplacer le dernier RAP qui serait dû dans la même période. La version provisoire du rapport sera soumise au plus tard quinze (15) jours ouvrables avant l'expiration du contrat/option et la version finale sera transmise au plus tard trois (3) jours ouvrables après la réception des commentaires de MCA-Bénin II.

4.2.5 Système électronique de rapportage

Le PMC devra élaborer et conserver un système web de haut niveau destiné à donner des informations. Ce système doit être actualisé chaque semaine. Ce système fournira pour chaque contrat de construction et service de consultation au besoin, les données sur les progrès réalisés au titre du programme afin d'informer sur l'état d'avancement réel et les préoccupations pour permettre à MCA-Bénin de prendre immédiatement des mesures adéquates. Le système d'élaboration de rapport en temps réel doit être accessible par internet et sera protégé par un mot de passe. Les informations doivent inclure des données, un résumé narratif et des illustrations sur les progrès physiques et financiers, les jalons ou étapes clés, les prévisions par rapport aux réalisations réelles, les défis identifiés et les solutions proposées. Le système doit être mis en place, testé et assimilé avant le démarrage des activités de construction. Le système doit être testé à titre pilote par rapport aux activités de conceptions, d'impact environnemental et social et du plan d'actions de réinstallation. Le PMC devra aussi former MCA-Bénin II sur l'utilisation du système électronique de rapportage.

4.3 Autres livrables

Outre les rapports de progrès périodiques évoqués ci-dessus, le PMC devra soumettre d'autres livrables de projet tel que décrit dans la Section 3.0 des présents TdR. Le tableau ci-dessous présente un récapitulatif de tous les livrables et leur date de soumission.

Tableau 4-1 Récapitulatif des livrables

<u>No.</u>	<u>Livrables</u>	<u>Date de soumission du projet de rapport</u>	<u>Date de soumission du rapport final</u>
1	Plan de travail	Quatre semaines à compter de l'Add	Dans un délai de 2 semaines à compter de la réception des commentaires
2	Plan de gestion du Programme	Douze semaines à compter de l'Add	Dans un délai de 2 semaines à compter de la réception des commentaires
3	Plan de Contrôle de Qualité	A déterminer	Dans un délai de 2 semaines à compter de la réception des commentaires
4	Plan des Contrôles du Programme	A déterminer	Dans un délai de 2 semaines à compter de la réception des commentaires
5	Examen des dossiers d'appel d'offres et observations	A déterminer	Dans un délai de 2 semaines à compter de la réception des commentaires
6	Examen des soumissions relatives aux conceptions/constructions	Trois semaines après réception (sauf avis contraire)	Dans un délai de 2 semaines à compter de la réception des commentaires
7	Rapports mensuels de progrès	Cinq jours ouvrables à compter de la fin du mois	Dans un délai de 3 jours à compter de la réception des commentaires
8	Rapports trimestriels de progrès	Cinq jours ouvrables après la fin du trimestre	Dans un délai de 3 jours ouvrables à compter de la réception des commentaires
9	Rapport annuel de performance	Cinq jours après le 30 septembre de chaque année	Dans un délai de 5 jours ouvrables à compter de la réception des commentaires
10	Rapport Final	Quinze jours avant l'expiration du contrat	Dans un délai de 3 jours ouvrables à compter de la

			réception des commentaires
11	Procès-verbaux de réunion	Deux jours après la date de tenue de la réunion	Dans un délai de 2 semaines à compter de la réception des commentaires

4.4 Présentation des livrables

Le Consultant devra présenter les livrables suivant l'échéancier indiqué précédemment. Tous les projets de livrables seront soumis sous forme électronique et toutes les versions finales des livrables seront soumises sous forme électronique et en 5 exemplaires imprimés à envoyer à MCA-Bénin II à Cotonou. Tous les livrables seront soumis en Français.

L'emballage et le conditionnement de tous les livrables produits dans le cadre des présents termes de référence doivent être conformes à la pratique commerciale et permettre de garantir l'acceptation par le transporteur et une bonne réception à destination. Le numéro du contrat doit figurer sur chaque colis, rapport, ou autre livrable.

En général, tous les documents électroniques doivent être accessibles par : (1) Produits de MS Office 2003 (ou version plus récente) basé que le système d'exploitation MS Windows, y compris Word pour le traitement de texte, Excel pour les feuilles de calcul et les tableaux, PowerPoint pour les présentations et Project pour les échéanciers ; (2) AutoCAD 2002 (ou version plus récente) et en format PDF pour les fichiers de dessins originaux; (3) format JPG pour les photos numériques; et (4) fichiers ArcView pour les données GIS ainsi que la version PDF. Les données brutes qui ne sont pas soumises à travers un tableur doivent être transmises soit en Microsoft Access (*.accdB), STATA (*.dta), ou SPSS (*.sav). Tout autre format sera soumis à l'approbation préalable de MCA-Bénin II.

5. PERIODE D'EXECUTION ET ECHEANCIER DE PAIEMENT

5.1 Période de Performance

Les services à fournir dans le cadre du présent contrat sont prévus pour être réalisés sur une période d'environ 55-55 mois calendaires. Le Consultant peut proposer des ajustements au calendrier et à l'échéancier des livrables décrits ci-dessous, à condition que tout échéancier alternatif respecte les exigences de MCA-Bénin II.

Le Consultant doit être disponible pendant la période d'exécution de la mission et sera responsable de la gestion des services. Il s'agit entre autres de la supervision et de la gestion de la présente consultation, des relations avec MCA-Bénin II et d'autres structures de mise en œuvre, la gestion des bureaux et du contrôle de la qualité des services. Dans le cadre de la gestion du projet, un certain nombre de réunions entre MCA-Bénin II et le Consultant pourraient être programmées à tout moment. Le Consultant devra rédiger les rapports de toutes ces réunions.

5.2 Echancier de Paiement

L'échéancier de paiement sera finalisé au cours des négociations du contrat avec l'adjudicataire déclaré. Il sera réparti comme suit:

- Paiement équivalant à 8% du montant du contrat après approbation du Plan de Travail tel qu'indiqué dans la tâche 1.
- Paiement équivalant à 7% du montant du contrat après approbation des livrables 2 à 4, tel que précisé dans le Tableau 4-1.
- Les paiements relatifs à l'état d'avancement mensuel des activités équivalant à 1,4% seront effectués après réception des rapports mensuels de progrès et des livrables produits par le PMC.
- Payment équivalent à 8% du montant du contrat après l'achèvement et approbation du rapport de clôture du Programme.

6.0 DOTATION EN PERSONNEL ET PERSONNEL CLE

6.1 Equipe du Consultant

Le PMC devra réunir une équipe composée à la fois de Personnel Clé et de personnel d'appui disposant d'une vaste expérience dans les meilleures pratiques en matière de gestion et de mise en œuvre des projets de grands travaux de réalisation d'infrastructures, particulièrement dans le secteur de l'énergie électrique. Ces meilleures pratiques devront inclure, entre autres, la connaissance de la gestion et du contrôle de projets, la gestion et l'atténuation des impacts environnementaux et sociaux, et les opérations de réinstallation. L'adjudicataire déclaré doit également avoir des connaissances sur l'environnement local et régional, une parfaite maîtrise de la langue française et apporter un appui technique et administratif suffisant pendant toute la durée du contrat. L'équipe du consultant sera composée d'agents pouvant fournir une assistance technique et administrative tout au long de la durée du contrat.

Un personnel complémentaire et les besoins en ressources humaines doivent être proposés par le Consultant s'il y a lieu, et ce, sur la base de la méthodologie et de l'approche qu'il a proposées pour atteindre les objectifs de la mission. Par exemple, le Consultant devra disposer immédiatement du personnel nécessaire pour procéder à l'examen des conceptions et des dossiers d'appels d'offres. La liste du personnel complémentaire proposé ne doit pas être exhaustive. Au cas où un personnel complémentaire, représentant d'autres disciplines, serait nécessaire pour l'exécution de l'une quelconque des tâches relevant de l'étendue des services, le Consultant devra soumettre à l'approbation de MCA-Bénin II, à la fois les qualifications et les coûts de ce personnel

complémentaire. Le Consultant doit fournir l'ensemble du Personnel Clé et le maintenir tout au long de la mission. Tout changement se fera sous réserve de l'approbation préalable de MCA-Bénin II conformément aux termes du contrat.

Personnel Clé	
Rôle	Qualifications³⁰
Chef de Projet	Le Chef de Projet doit être un professionnel indépendant ayant de solides compétences en matière d'organisation, de préférence titulaire d'un Diplôme d'Ingénieur, avec un Master (BAC + 5) en Ingénierie Gestion, Economie ou autres domaines similaires. Il/elle doit posséder une vaste connaissance des meilleures pratiques internationales en matière de planification des réseaux électriques, en économie, en conception de modèles économiques, en gestion de procédures contractuelles et suivi de projets. Il/elle doit également faire preuve d'une expérience antérieure réussie dans le domaine de la gestion et de la coordination d'un groupe hétérogène de professionnels, en tant que chef d'équipe dans le cadre de la réalisation d'études ou de projets de nature et de complexité similaires à la présente mission. Un minimum de 15 ans d'expérience professionnelle dans la mise en œuvre des projets énergétiques est souhaitable. Le Chef de Projet doit avoir eu, au cours des cinq dernières années, une expérience spécifique dans la gestion d'équipes de consultants réalisant des études de faisabilité dans un minimum de trois projets énergétiques d'un montant minimum de USD 100 millions, et de complexité similaire, en Afrique subsaharienne.
Responsable des Contrôles du Programme	Le Responsable des Contrôles de Programme doit assurer la responsabilité générale du développement et de l'entretien du système de contrôle du Programme, qui doit inclure à la fois les fonctions liées au contrôle des coûts, risques et chronogramme. Le Responsable des Contrôles de Programme doit être basé au Bénin pendant toute la durée des contrats respectifs et avoir des qualifications et de l'expérience dans les systèmes de contrôle de projet pour les projets de développement d'infrastructures de taille et d'étendue similaires. Il/elle doit justifier d'un diplôme universitaire en Ingénierie, en gestion ou administration des travaux de construction ou un domaine connexe et avoir un minimum de 10 années d'expérience prouvée dans le contrôle de la planification, du budget, du chronogramme et des dossiers relatifs aux infrastructures, particulièrement dans le secteur de l'énergie. Il/elle

³⁰ Les qualifications définies dans le tableau ci-dessus concernent les personnes du niveau senior dans chaque spécialité. Il peut aussi s'avérer nécessaire d'utiliser le personnel de niveau moyen et junior ayant l'éducation adéquate et de l'expérience pour appuyer les spécialistes seniors et ce personnel doit être présenté dans les propositions en réponse à la DP

	doit avoir effectué des contrôles de projet dans au moins un (1) programme d'un montant excédant USD 100 millions comportant de multiples composantes de projet
Spécialiste en gestion des constructions	Le Gestionnaire des constructions assurera la responsabilité générale du suivi des activités du programme. Il doit être basé au Bénin pendant toute la durée des contrats respectifs et avoir des qualifications et de l'expérience dans la gestion des travaux de construction d'infrastructures pour des projets énergétiques de taille et d'étendue similaires. Le Gestionnaire des constructions désigné doit justifier d'un diplôme universitaire en Ingénierie, en gestion ou administration des travaux de construction ou un domaine connexe et avoir un minimum de 10 années d'expérience prouvée dans la gestion et la supervision des travaux de construction relatifs aux projets de production et de distribution d'électricité.
<i>Autre Personnel</i>	
Rôle	Qualifications
Ingénieur en Réseau de Distribution	L'Ingénieur doit justifier d'une formation en Ingénierie Electrique ou dans des domaines connexes, de préférence de niveau Master (BAC + 5), assortie d'au moins 15 années d'expérience pertinente. L'expérience dans la conception et l'exploitation des réseaux de distribution est requise. Il/elle doit posséder une expérience spécifique de travail dans un minimum de deux projets de nature et de complexité similaires en Afrique Sub-saharienne. Une vaste connaissance des meilleures pratiques internationales en matière de planification, d'évaluation et de désagrégation des pertes, en techniques de réduction des pertes sur le réseau, en maintenance et en intégration de réseaux électriques est essentielle.
Ingénieur en Production Thermique	L'Ingénieur en production thermique doit justifier d'une formation dans des domaines pertinents de l'Ingénierie de préférence de niveau Master (BAC + 5), assortie d'au moins 15 années d'expérience pertinente (particulièrement en énergie renouvelable). Il/elle doit posséder une expérience spécifique de travail dans un minimum de deux projets de nature et de complexité similaires en Afrique Sub-saharienne. Une vaste connaissance des meilleures pratiques internationales en matière de planification, d'estimation des coûts d'investissement, d'exploitation et de maintenance/entretien des projets de production d'électricité est essentielle.
Ingénieur en Production Solaire	L'Ingénieur en production solaire doit avoir une formation dans des domaines pertinents de l'Ingénierie de préférence de niveau Master (BAC + 5), assortie d'au moins 10 années d'expérience pertinente dans le développement de l'énergie solaire (particulièrement l'énergie photovoltaïque) et dans au moins deux projets comparables au cours

	des cinq dernières années. Une vaste connaissance des meilleures pratiques internationales en matière de planification, d'estimation des coûts d'investissement, d'exploitation et de maintenance/entretien des projets de production d'électricité solaire est essentielle.
Ingénieur en Production Hydroélectrique	L'Ingénieur en production hydroélectrique doit justifier d'une formation dans des domaines pertinents de l'Ingénierie de préférence de niveau Master (BAC + 5), assortie d'au moins 10 années d'expérience pertinente en hydroélectricité dans au moins deux projets comparables au cours des cinq dernières années. Une vaste connaissance des meilleures pratiques internationales en matière de planification, d'estimation des coûts d'investissement, d'exploitation et de maintenance/entretien des projets de production d'électricité hydroélectrique est essentielle. Compte tenu des sous-disciplines que comporte l'hydroélectricité telles que l'hydrologie, l'hydraulique, la mécanique, les calculs de structure, il est possible d'engager plus d'une personne pour la conduite des revues techniques.
Spécialiste en Information Géographique	Le Spécialiste en SIG doit justifier d'un diplôme d'études supérieures approprié et d'au moins 10 ans d'expérience pertinente en (a) gestion de collecte de données, rectification de fonctions et traitement de tâches relatives à la définition des bases de données géographiques intégrant les caractéristiques de terrain (telles que les routes, les fleuves, les édifices et autres éléments artificiels et naturels) avec des attributs du système de production, de transport et de distribution d'électricité géographiquement référencée ; (b) en utilisation du Système de Positionnement Géo-spatial («GPS»), d'imageries satellitaires, et de photographies aériennes pour développer les ressources à intégrer au SIG ; (c) en analyse des données captées et intégrées à une base de données géographiques afin d'évaluer les caractéristiques d'utilisation de l'énergie, les tendances démographiques et économiques, et les analyses statistiques ; et (d) en élaboration de rapports et de représentations graphiques des résultats des analyses géo-spatiales préalablement effectuées. L'expérience acquise dans des projets internationaux de développement sera également hautement appréciée. Les candidats doivent posséder d'excellentes aptitudes en technologies de l'information, en résolution de problèmes, en relations interpersonnelles et avoir une excellente capacité d'analyse.
Spécialiste en Communications / Relations Publiques	Le Spécialiste en Communications/Relations Publiques doit être au moins titulaire d'un diplôme de niveau Master (BAC + 5) dans l'un des domaines suivants : journalisme, communications, ou sciences politiques, délivré par un établissement d'enseignement agréé. Le Spécialiste en Communications/Relations Publiques doit justifier d'une expérience professionnelle d'au moins 10 ans dans l'élaboration de messages de sensibilisation des parties prenantes par rapport aux changements politiques proposés et doit avoir une expérience antérieure

	dans les pays francophones de l’Afrique de l’Ouest.
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Tous les membres de l’équipe du Consultant énumérés ci-dessus doivent avoir les qualifications complémentaires suivantes :

1. Parler et écrire couramment l’Anglais et le Français (tous les rapports écrits doivent être rédigés en Anglais et en Français).
2. Maîtriser l’outil informatique.
3. L’expérience professionnelle au Bénin ou dans un autre pays francophone d’Afrique de l’Ouest serait un atout.

Le Consultant peut fournir d’autres agents techniques de soutien au besoin. L’équipe devrait faire appel à une combinaison de consultants nationaux et étrangers afin d’accéder de manière optimale à toutes les parties prenantes locales et contribuer au développement d’une expertise locale.

6.2 Autres Experts

Les CV des experts autre que le personnel clé (par exemple le personnel administratif et /ou de soutien) ne feront pas l’objet d’analyse au cours du processus d’évaluation. Toutefois, les noms des experts proposés, leur contribution et leur poste, doivent être indiqués aussi bien dans la proposition technique que dans la proposition financière (veuillez noter que la proposition financière doit également préciser les honoraires de ces experts).

Il est à signaler qu’en cas de proposition d’un fonctionnaire de l’Etat comme expert, une preuve de son employeur attestant qu’elle/il sera en congé ou mise en disponibilité pendant la durée de sa mission dans le cadre de ce contrat doit également être présentée dans la proposition technique. Aucun agent de MCA-Bénin II ne peut être proposé comme expert ou personnel de soutien dans le cadre du présent contrat.

7. INFORMATIONS, APPUI ET DOCUMENTS A FOURNIR

7.1 Informations fournies par le Consultant

Le principal lieu d’affectation de l’équipe du Consultant sera Cotonou et le siège du Consultant. Le Consultant doit être présent dans le pays pendant la période de la mission.

Le Consultant est responsable de l’ensemble des ressources humaines nécessaires à la conduite de la mission; des bureaux (à l’exception du Bureau régional à Parakou, où le personnel du Consultant sera dans les mêmes bureaux que le personnel de MCA-Bénin II), du déplacement (à l’intérieur et

l'extérieur du pays); de l'hébergement; des fournitures de bureau; des communications; des ordinateurs et accessoires; de la traduction /interprétation (s'il y a lieu); de l'assurance (le cas échéant); de la formation du personnel; et d'autres coûts liés à ses responsabilités dans le cadre de la mission. Tous les équipements et /ou outils nécessaires à la réalisation des études, évaluations, et analyses décrites dans les présentes doivent être fournis par le Consultant sans coût additionnel.

7.2 Suivi de l'Exécution du Contrat

Le Consultant doit mettre en place et conserver un Plan de Contrôle de Qualité (« PCQ ») qui expliquera tout au moins la manière dont le Consultant envisage de respecter les exigences de l'ensemble des objectifs de performance, de suivre et de gérer de façon proactive les exigences inhérentes aux travaux. Il doit également inclure le mécanisme par lequel l'entité MCA-Bénin II sera informée des incidents liés à l'exécution des tâches et susceptibles d'affecter la qualité des services ou d'avoir un impact sur la conduite de la mission. Le Consultant doit fournir une copie de son PCQ en même temps que le rapport de démarrage. Toute proposition de modification au PCQ sera soumise à l'entité MCA-Bénin II pour examen et commentaires au plus tard 10 jours ouvrables avant la date d'entrée en vigueur des modifications proposées.

7.3 Assistance fournie par MCA-Bénin II

La principale personne ressource du Consultant dans le cadre de cette mission sera le Directeur des Opérations de MCA-Bénin II et le Chef Projet Construction.

MCA-Bénin II doit fournir au Consultant les informations et l'assistance suivantes :

- (a) L'accès à tous les rapports, données et autres documents nécessaires en relation avec la mission et qui peuvent être déjà disponibles ;
- (b) Les lettres de recommandation pour faciliter la rencontre avec différentes catégories de parties prenantes de même que l'accès aux ministères, autorités gouvernementales et organismes dont les activités et les rôles sont essentiels pour la mission du Consultant ;
- (c) Les lettres d'invitation qui peuvent être nécessaires pour appuyer les demandes de visa d'entrée et de sortie pour le personnel expatrié du Consultant ;
- (d) La facilitation de la délivrance de tout permis nécessaire au personnel du Consultant pour l'accomplissement de sa mission au Bénin ;
- (e) La Facilitation de l'importation et de l'exportation des matériels dont pourrait avoir besoin le Consultant dans le cadre de l'exécution de ses services de consultation, ainsi que les biens appartenant à son personnel expatrié.

7.4 Documents à fournir par MCA-Bénin II

Toute la documentation nécessaire relative à l'Accord de Don (Compact) devra être mise à la disposition du Consultant. Ces documents devront inclure, sans toutefois s'y limiter :

- a. L'Accord de Don signé le 09 septembre 2015 ; l'Accord de Don est également disponible sur le site internet www.mcc.gov et www.mcabenin2.bj
- b. Les Accords avec les Agences de Mise en Œuvre ou Accord avec les Agences d'Exécution au fur et à mesure qu'ils seront disponibles ;
- c. Les Politiques pertinentes de MCC : la Politique de MCC pour le Suivi/Evaluation des Compacts et des Programmes-Seuil, les Directives de MCC pour l'analyse Economique et l'analyse des bénéficiaires, les Directives de MCC en matière d'utilisation d'indicateurs communs, la Politique de MCC en matière de genre et les Directives d'intégration de l'approche genre, (disponible sur le site www.mcc.gov)
- d. Rapports connexes utilisés au cours de la formulation des activités du Programme :
 - a. Rapport sur l'Analyse des Contraintes Economiques
 - b. Etudes sur les projets du Réseau Energétique du Benin – Rapports Définitifs des Etudes de Faisabilité
 - c. Cadre de la Politique de Réinstallation du Programme du Bénin axé sur l'Energie Electrique
 - d. Autres études pertinentes.
- e. Les Rapports mentionnés aux présentes et préparés par d'autres Consultants.

LISTE DES ACRONYMES/ABBREVIATIONS

ABE	Agence Béninoise pour l'Environnement
ABERME	Agence Béninoise d'Electrification Rurale et de Maîtrise de l'Energie
AE	Entité Responsable
ANADER	Agence Nationale pour le Développement des Energies Renouvelables et de l'Efficacité Energétique
APR	Rapport de Performance Annuel
ARE	l'Autorité de Régulation de l'Electricité
BT	Basse Tension
CEB	Communauté Electrique du Bénin
CEET	Compagnie Energie Electrique du Togo
CPM	Méthode du Chemin Critique
CSS	Sous-Station du Programme
DAEM	Projet « Développement de l'Accès à l'Energie Moderne »
D-B	Conception-Construction /Réalisation
D-B-B	Conception-Offre-Construction
DGE	Direction Générale de l'Energie
EIF	Entrée en vigueur
ESHSMS	Système de Gestion Environnementale, Sociale, Santé et Sécurité
ESIA	Evaluation d'Impact Environnemental et Social
ESOC	Consultant en Gestion Environnementale et Sociale
EVM	Gestion de la Valeur Acquise
FA	Agent Fiscal
FCFA	Franc de la Communauté Financière Africaine
FER	Fonds d'Electrification Rurale
GDP	Produit Intérieur Brut
GIS	Système d'Information Géographique
GoB	Gouvernement de la République du Bénin
GPS	Système de Positionnement Géospatial
GWh	Gigawatt heures
HPP	Centrale Hydroélectrique
HTA	Haute Tension A
HV	Haute Tension
IE	Agence de Mise en Œuvre
IEA	Accord de l'Agence de Mise en Œuvre
IFC	Société Financière Internationale
IFC PS	Normes de Performance Sociale et Environnementale de la SFI
IPP	Producteur Indépendant d'Electricité
IPP	Producteur Indépendant d'Electricité
ISO	Organisation Standard International
IT	Technologie de l'Information

kV	KiloVolt
LV	Basse Tension
MCA	Millennium Challenge Account-Bénin II
MCC	Millennium Challenge Corporation
M&E	Suivi et Evaluation
MEF	Ministère de l'Economie et des Finances
MEEM	Ministre de l'Energie, de l'Eau et des Mines
MPR	Rapport Mensuel de Progrès
MV	Moyenne Tension
MW	Mégawatt
NDCC	Centre National de Contrôle et de Distribution
NTP	Avis de Démarrage
OGCEF	Facilité d'Energie Propre Hors-Réseau
PA	Agent de Passation des Marchés
PCS	Système de Contrôle du Programme
PMP	Plan de Gestion du Programme
PMC	Consultant en Gestion de Programme
PMT	Stations de Transformateurs montés sur pilier/poteau
PV	Photovoltaïque
QA/QC	Assurance Qualité /Contrôle Qualité
QCP	Plan de Contrôle Qualité
QMS	Stratégie de Gestion de la Qualité
QPR	Rapport Trimestriel de Progrès
RAP	Plan d'Actions de Réinstallation
SBEE	Société Béninoise d'Energie Electrique
SGIP	Plan d'Inclusion Sociale et d'Intégration du Genre
TBD	A déterminer
TIP	Trafic des Etres Humains
TOR	Termes de Référence
USG	Gouvernement des Etats-Unis
WAGP	Gazoduc d'Afrique de l'Ouest
WAPCo	Compagnie du Gazoduc de l'Afrique de l'Ouest
WAPP/EEEOA	Système d'Echanges d'Energie Electrique Ouest-Africain

ANNEXE A : Bref Aperçu du Secteur de l’Energie Electrique au Bénin

Aperçu et Principales Caractéristiques du Secteur de l’Energie au Bénin

Un tiers de la population béninoise d’une dizaine de millions d’habitants a accès à l’électricité, avec des disparités entre les zones rurales et urbaines. Plus de la moitié des personnes vivant en zones urbaines ont accès à l’électricité tandis que 5,5% des ruraux y ont accès. En raison des faibles taux d’accès, la consommation d’énergie électrique au Bénin est inférieure à la moyenne en comparaison avec les pays africains à faible revenu, soit 110 kWh/habitant par an, malgré une croissance rapide de la demande, qui est de 6% par an.

Tableau 1: Principales informations concernant le secteur de l’Energie électrique au Bénin

Principales informations		Acteurs clés	
Pourcentage de la population ayant accès à l’électricité	~33%	Société nationale de distribution d’énergie électrique	Société Béninoise d’Energie Electrique (SBEE)
Courbe de charge/puissance	Période de pointe du soir : 200-250 MW Charge/puissance de base: 100-120 MW	Société bi-étatique (Bénin-Togo) d’importation, de production et de transport d’énergie électrique	Communauté Electrique du Bénin (CEB)
% de la consommation intérieure satisfaite par les importations	99%	Fournisseur de gaz naturel au plan régional	Le Gazoduc de l’Afrique de l’Ouest (WAGP)
% de la demande actuelle satisfaite par les importations d’énergie	50-75%	Autorité de régulation du secteur de l’électricité	Autorité Nationale de Régulation d’Electricité (ARE)
Prix d’achat des importations	USD 0,10/kWh	Ministère de l’Energie	Ministere de l’Energie, de l’Eau et des Mines (MEEM)
Coût de production d’urgence à partir de centrales thermiques pour combler le déficit	USD 0,30/kWh		

Tarif moyen appliqué au consommateur	USD 0, 20/kWh	Agence en charge des énergies renouvelables, hors-réseau et de l'efficacité énergétique	Agence Nationale des Energies Renouvelables et de l'Efficacité Energétique (ANADER)
Tarif de rachat de l'énergie solaire (avec stockage)	USD 0, 13/kWh	Agence d'électrification rurale (branchements au réseau)	Agence Béninoise de l'Energie Renouvelable et de Maîtrise de l'Energie (ABERME).

En plus de l'accès limité, le réseau de distribution électrique du Bénin est caractérisé par :

- de nombreuses coupures d'électricité (interruptions planifiées, rationnement et coupures non planifiées)
- l'instabilité de la tension qui peut endommager les équipements et nécessite souvent l'utilisation de stabilisateur de tension coûteux pour y remédier.

L'insuffisance de la fourniture d'énergie électrique aussi bien en qualité qu'en quantité est la résultante de trois problèmes : offre insuffisante d'énergie pour couvrir la demande, mauvaise situation financière et conditions d'exploitation de la société nationale de distribution d'énergie électrique (SBEE), et mauvaise gestion de l'ensemble du secteur de l'énergie.

Insuffisance de l'Offre

Trois raisons principales sont à la base de l'insuffisance de l'offre d'énergie électrique au Bénin. De prime abord, le Bénin a toujours été un gros importateur d'énergie électrique tout en étant qu'un petit marché énergétique. Le Bénin dépend, en grande partie de la *Communauté Economique du Bénin* (CEB) pour la satisfaction de ses besoins en électricité. La CEB, un organisme bi-étatique appartenant au Gouvernement du Bénin et du Togo, est chargée de la production et du transport de l'énergie électrique. Elle approvisionne la Société Béninoise d'Energie Electrique (« SBEE »), le distributeur national d'énergie électrique. En raison de la faible capacité de production dont dispose la CEB, elle satisfait aux besoins du Bénin et du Togo en grande partie grâce aux importations en provenance du Ghana et du Nigéria, deux pays qui connaissent eux-mêmes des crises énergétiques récurrentes, les ayant conduits au non-respect de leurs obligations contractuelles vis-à-vis de la CEB. En outre, le Gazoduc de l'Afrique de l'Ouest (« WAGP »), dont le Bénin est un membre fondateur, n'est pas parvenu à combler les attentes en termes de livraison de gaz naturel en provenance du Nigéria, transformant ainsi en une alternative peu fiable, l'usage du gaz naturel comme un combustible pour la production d'électricité.

Deuxièmement, la capacité de production interne du Bénin n'est pas disponible en tout temps en raison d'une combinaison de facteurs dont le mauvais état des installations, le manque de

maintenance, et l'incapacité à garantir des approvisionnements réguliers et peu coûteux en combustible. La SBEE a recours à ses infrastructures de production hydroélectrique et thermique ; toutefois, la production de ces centrales ne représente que 1% de l'énergie consommée. Pour combler le déficit énergétique, le gouvernement du Bénin a conclu des contrats de location (à court terme) de groupes électrogènes conteneurisés qui fonctionnent au gasoil, alors qu'il se trouve toujours confronté aux problèmes d'approvisionnement en gaz pour alimenter sa centrale électrique de 80 mégawatts «MW» à Maria Gleta (non loin de Cotonou).

Le taux élevé des pertes techniques et commerciales constitue la troisième raison de l'insuffisance de l'offre d'énergie électrique. Bien que le taux des pertes techniques et commerciales combinées estimé à 22% ne soit pas le plus élevé dans la région, le réseau électrique de la SBEE montre actuellement ses limites en fourniture d'énergie électrique. En raison de nouveaux branchements au réseau, les pertes vont probablement s'accroître sauf si de nouvelles infrastructures sont construites pour soutenir l'augmentation prévue de la demande.

Situation financière et opérationnelle peu reluisante

La SBEE est confrontée à des problèmes financiers et opérationnels liés à des facteurs tels que la pratique de tarifs réduits/bas, les pertes commerciales élevées (estimées à 12 % pour les pertes sur-réseau, plus les pertes supplémentaires liées aux difficultés de recouvrement des factures impayées), les pertes techniques s'élevant à 10 %, un personnel peu qualifié et/ou mal formé et des insuffisances en matière de gestion financière et des actifs.

Le niveau des tarifs appliqués par la Société Béninoise d'Énergie Électrique (SBEE) a privé cette dernière de ressources financières pour exploiter et entretenir correctement les actifs existants ou investir dans leur extension. Bien que ces tarifs soient justifiés par les décideurs comme un moyen de protéger l'industrie nationale ainsi que les couches défavorisées, ils n'atteignent, en définitive, aucun des objectifs. En outre, l'insuffisance de l'offre en énergie électrique constitue un obstacle majeur au développement des secteurs industriel et commercial et les oblige à recourir aux groupes électrogènes coûteux pour satisfaire leurs besoins en électricité, ou tout simplement à perdre leurs stocks alimentaires, ou bien à cesser de produire, ce qui affecte leur productivité.

Questions de Gouvernance

Le cadre politique et institutionnel du Bénin est caractérisé par une mauvaise planification et l'absence de régulation indépendante. Le processus de prise de décision dans le secteur est généralement politisé et les décisions importantes comme par exemple la fixation des tarifs d'électricité sont prises non pas à un niveau technique mais par le Conseil des Ministres, la plus haute instance décisionnelle du pays. En raison de la mauvaise planification, le pays est confronté à des pénuries persistantes en énergie et est obligé de compenser ce gap par des solutions d'urgence très coûteuses.

Jusqu'à une date récente, le Bénin ne disposait pas d'une autorité de régulation de l'électricité, malgré la mise en place d'un cadre réglementaire par décret depuis 2009. En février 2015, le GdB a nommé les membres du nouvel organe de régulation (*Autorité de Régulation de l'Electricité* – « ARE ») et mettra à sa disposition les ressources de fonctionnement dans le budget de 2016.

Demande et Consommation

Le secteur de l'énergie au Bénin est caractérisé par une prédominance des usages traditionnels de la biomasse-énergie constituée de bois de feu, de charbon de bois et de déchets végétaux ainsi que les résidus dans le bouquet énergétique global.

Tableau 2. Structure de consommation par type d'énergie et contribution au bouquet énergétique

	Biomasse	Produits Pétroliers	Electricité	Gaz (butane)
Consommation (tep*)	1.376.902	360.673	31.116	7.482
Contribution (%)	77,5	20,3	1,8	0,4

*Tonnes-équivalent-

Au Bénin, la consommation d'énergie par habitant est relativement faible soit 0,392 tep/habitant (en 2010) - moins que le Ghana (0,4) ; la Tanzanie (0,46) ou le Togo (0,47)³¹. Les usages traditionnels de la biomasse-énergie représentent plus de 75% de la consommation totale d'énergie dans le pays. A ce jour, 100 % des approvisionnements en produits pétroliers proviennent de l'extérieur et moins de 1% de l'électricité est produit par le Bénin, à partir de ses propres installations (2013).

Le tableau 3 illustre l'évolution du nombre d'abonnés de la SBEE au cours des dix dernières années et indique le taux d'électrification (globale, urbaine et rurale). Le tableau 4 montre l'évolution des abonnés des réseaux basse tension (« BT ») et moyenne tension (« MT ») et indique la quantité correspondante d'énergie électrique vendue.

³¹ Agence Internationale de l'Énergie, Atlas de l'Énergie.

Tableau 3. Evolution du nombre d'abonnés et taux d'Electrification ³²

Année	2005	2010	2011	2012	2013	Taux de croissance (%)
Abonnés BT	305.706	416. 256	437. 092	456. 567	484.176	9, 2
Nombre total de ménages	1.320.543	1.521.585	1.566.638	1.599.292	1.658.137	3, 6
Taux d'électrification (%)	23,15	27, 36	27, 9	28, 4	29, 2	5, 4
Abonnés BT urbains	293.088	388.021	n.a.	n.a.	n.a.	8, 9
Ménages urbains	568.091	721.666	n.a.	n.a.	n.a.	4, 1
Taux d'électrification urbaine (%)	51, 59	53,77	n.a.	n.a.	n.a.	4, 6
Abonnés BT ruraux	12.618	28.235	n.a.	n.a.	n.a.	16
Ménages Ruraux	752.452	799.919	n.a.	n.a.	n.a.	2, 6
Taux d'électrification rurale (%)	1, 68	3, 53	3, 8	4, 48	5, 5	13

Tableau 4. Abonnés aux Systèmes BT et MT³³

Année	Tension	2008	2009	2010	2011	2012	2013	Taux moyen d'accroissement (%)
Nombre d'abonnés	LV	367.711	386. 630	416.211	437.092	456.567	484.176	5, 7
	MV	579	626	667	731	772	837	7, 7
Quantité d'énergie électrique vendue (GWh)	LV	497.23	522.97	572.50	582.59	598.12	621.28	4, 6
	MV	224.06	247.78	257.36	213.65	242.42	231.20	1, 3

³² Rapports d'Activités SBEE, 2011 et 2012 et, s'agissant du Rapport provisoire de l'IED, communication de la SBEE envoyée au Cabinet IED en Octobre 2014 dans le cadre de la préparation du Plan directeur.

³³ Ibid.

Année	Tension	2008	2009	2010	2011	2012	2013	Taux moyen d'accroissement (%)
Quantité d'énergie électrique fournie (GWh)		836.97	935.90	1.024.33	1.018.27	1.073.81	1.099.17	5,7

La consommation nationale d'énergie électrique est passée de 589 GWh en 2005 à 868 GWh en 2010, et à 1.099 GWh en 2013. Ainsi, elle a pratiquement doublé entre 2005 et 2013. L'augmentation de la consommation d'énergie électrique s'explique principalement par une forte poussée démographique ajoutée à la prolifération des appareils électriques au sein des ménages et des entreprises.

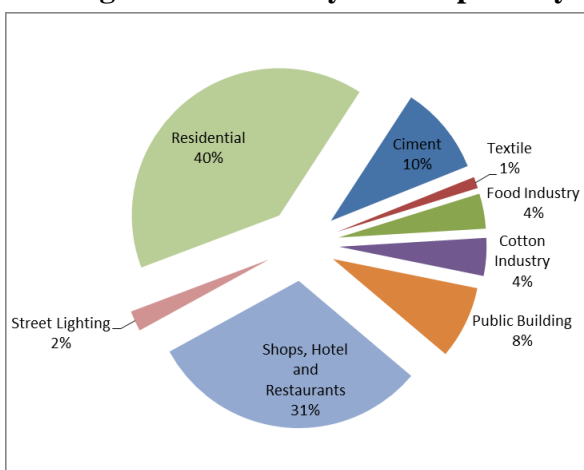
Tableau 5. Consommation d'énergie électrique par secteur et prévisions de la demande d'énergie électrique, 2020-2030 ³⁴

Année	2006	2007	2008	2009	2010	2020	2030
Ménages	273	287	324	338	362	991	1.416
Entreprises	127	146	105	128	163	1,133	3.398
Service/Autre	214	239	283	320	343	708	850
Total	614	672	711	786	868	2,832	5. 664

La demande d'énergie électrique peut être répartie entre les consommateurs qui ont déjà accès à l'électricité (54% des ménages dans les zones urbaines et environ 5% des ménages dans les zones rurales) ; et ceux qui n'y ont pas accès et qui représentent le reste de la population.

Les consommateurs connectés au réseau de la SBEE sont concentrés dans les régions côtières à Cotonou, et à Porto-Novo, la capitale politique et ses environs. Au cours des dix dernières années, la demande en énergie électrique n'a cessé d'augmenter d'environ 6,8 pour cent par an.

Figure 1. Electricity consumption by



³⁴ Cardno-Fichtner, Evaluation de la Situation, 2015.

Les ventes d'électricité dans le secteur industriel représentent environ 18% de la consommation totale d'énergie électrique dans le pays. La production industrielle est essentiellement constituée de l'industrie cimentière et de l'industrie textile (égrenage et traitement du coton fibre, filature et tissage), avec quelques transformations de produits agricoles (huiles, arachide, fruits en jus, etc.).

Les consommateurs du réseau Moyenne Tension ne représentent qu'un peu plus de 30% des ventes totales d'énergie électrique. La consommation d'électricité par les ménages, soit 40%, contribue à la satisfaction des besoins fondamentaux comme l'éclairage, la réfrigération, la climatisation (avec l'utilisation de brasseurs ou de climatiseurs en fonction de la classe sociale des ménages) et des canaux de divertissement tels que la télévision, la radio, les téléphones cellulaires, et les équipements électroniques.

Le Bénin compte 3.754 localités dont seulement 1.280 sont électrifiées, soit un taux de couverture de 34,1%.

Sources d'approvisionnement

Les principales sources d'approvisionnement du pays en énergie électrique sont les suivantes :

Tableau 6. Aperçu des infrastructures de production d'énergie électrique

Titre du Projet/Lieu	Type de combustible	Capacité installée	Possession	Opérateur	Année de mise en exploitation	Commentaires
Importations de la Côte d'Ivoire, du Ghana, du Nigeria				via CEB		See table below
Turbine à gaz à Cotonou	Gaz naturel	20 MW	CEB	CEB	1998	3 mois de maintenance tous les 2 ans
Turbine à gaz à Lomé	Gaz naturel	20 MW	CEB	CEB	1998	3 mois de maintenance tous les 2 ans
Centrale hydroélectrique de Nangbéto au Togo	Hydroélectricité	65 MW	CEB	CEB (shared)	1987	A besoin de maintenance; capacité effective actuelle est 15 MW
Centrale de Porto Novo	Carburant Diesel	12 MW	SBEE	SBEE	2005	A besoin de maintenance (24.000 heures)

Titre du Projet/Lieu	Type de combustible	Capacité installée	Possession	Opérateur	Année de mise en exploitation	Commentaires
Centrale de Parakou	Carburant Diesel	15 MW	SBEE	SBEE	2005	En panne
Centrale de Natitingou	Carburant Diesel	12 MW	SBEE	SBEE	2005	En panne
Centrale d'Akpakpa	Diesel Fuel lourd	22 MW	SBEE	SBEE	~1980	En panne
Centrale CAI de Maria Gleta	Gaz naturel Jet A1	80 MW	Gouvernement du Bénin	SBEE	2013 pour 7 unités; 2014 pour 1 unité	Pas de fourniture de gaz, fonctionne à base de Jet A1; son exploitation est par conséquent limitée
Centrale hydroélectrique de Yéripao	Hydroélectricité	0.6 MW	SBEE	SBEE	1997	En panne
Aggreko (sites multiples)	Groupes électrogènes Diesel	50 x 1 MW	Aggreko	SBEE	2014	Loué par le GdB
Maurice Réalisations Internationales (MRI) (sites multiples)	Groupes électrogènes Diesel	30 x 1 MW	MRI	SBEE	2014	Loué par le GdB
Petites unités supplémentaires situées à plusieurs endroits (sans interconnexion)			Communautés			
Autoproducteurs (sites multiples)						

A ce jour, la SBEE dispose d'un parc de production d'une puissance installée de 60 MW, avec un nombre limité d'installations opérationnelles. La turbine à gaz de Maria Gléta, acquise sur fonds

propres par le GdB, est composée de 8 x10 turbines à gaz. Cette centrale fonctionne rarement au JET A1 en raison du problème d’approvisionnement en gaz et revient très chère à l’économie béninoise.

Des informations sur les sources d’approvisionnement de la CEB (données de 2010) sont contenues dans le tableau ci-dessous.³⁵ La CEB a cinq clients directs – la SBEE et une cimenterie au Bénin, la CEET (la société de distribution au Togo) et une cimenterie et une usine de phosphate au Togo.

Tableau 7. Aperçu des Sources d’approvisionnement de la CEB (2011)

Source	GWh	%
<i>Importations:</i>		
Du Ghana (VRA)	647	30
De la Côte d’Ivoire (CIE)	87	4
Du Nigeria (TCN & NIGELEC)	1,112	51
<i>Production propre de la CEB:</i>		
Barrage Hydroélectrique de Nangbéto	202	9
Turbines à Cotonou et à Lomé	44	2
<i>Production du Togo:</i>		
Production de la CEET	1	0
Contour Global (un Producteur indépendant qui a signé un contrat avec le Gouvernement du Togo)	62	3
<i>Production du Bénin:</i>		
Production de la SBEE	0	0
Total	2.157	100%

La CEB a signé des contrats d’importation de 200 MW du Nigeria et 70MW du Ghana, mais l’on observe des insuffisances persistantes en termes de fourniture d’énergie électrique. Tandis que le Nigeria fournit la majeure partie de l’offre électrique du Bénin, des variations de tension en provenance de ce pays occasionnent d’énormes perturbations sur le réseau électrique du Bénin.

³⁵ Site Internet de la CEB.

La production propre de la CEB à partir de la centrale hydroélectrique de Nangbéto (située en territoire togolais), d'une puissance installée de 65 MW, sur le Fleuve Mono est caractérisée par une forte sensibilité aux aléas climatiques et est actuellement limitée du fait de la sécheresse. En conséquence, la centrale ne produit en moyenne que 15 MW.³⁶ La CEB possède également deux turbines à gaz, de 20 MW chacune à Maria Gléta, au Bénin, et à Lomé au Togo, qui sont peu fiables, parfois en raison du manque de gaz, de l'insuffisance de pression, de l'indisponibilité d'une unité ou encore pour défaut de maintenance. Chaque unité doit faire l'objet d'une maintenance majeure toutes les 16.000 heures et être envoyée aux États-Unis pour entretien et révision, pour six mois. Afin d'augmenter l'offre en énergie électrique, le Togo a signé, en 2007, un contrat avec un Producteur indépendant d'Electricité (« IPP ») Contour Global en vue de l'acquisition et de l'installation d'une turbine à gaz de 100 MW, qui fonctionne aussi bien au gaz naturel qu'au fuel lourd pour satisfaire sa propre demande en énergie électrique.

Transport

L'énergie électrique au Bénin est principalement fournie par la CEB qui possède et exploite le système de transport 161 kV et plus. Le Graphique 2 représente l'infrastructure de transport de la CEB et du WAPP au Bénin et au Togo.

La CEB dispose d'un centre de dispatching (centre de conduite du réseau) à Lomé pour son réseau et commence l'installation d'un centre régional de dispatching pour le réseau de la CEB au Bénin. Etant donné que la SBEE ne dispose pas d'un centre de dispatching au Bénin, elle ne peut fournir aucun renseignement à la CEB par voie électronique. Lorsque la CEB enregistre des déficits sur son réseau, elle informe la SBEE par téléphone et cette dernière décide des endroits où effectuer des coupures d'électricité. Les taux de pertes enregistrés sur les lignes de transport de la CEB sont estimés à environ 5%³⁷, mais les emplacements exacts demeurent inconnus. La CEB procède actuellement à l'installation au niveau de chaque sous-station de compteurs Entrées et Sorties afin d'avoir une analyse détaillée de l'origine des pertes techniques dans le système.

Au Bénin, la CEB dispose de 565 km de lignes de transport 161 kV et d'une capacité de transformation de 452,5 MVA répartie sur neuf (9) postes. Le système de transport électrique Haute Tension (HT) du Bénin forme un réseau interconnecté avec celui du Togo et est constitué en grande partie de lignes en 161kV gérées par la CEB et de quelques segments de lignes en 63 kV en grande partie sous la tutelle de la SBEE. Par ce réseau interconnecté 161 kV géré par la CEB, et qui s'étend désormais du Sud au Nord à hauteur de Djougou-Parakou-Bembèrèkè, la SBEE a reçu en 2010, plus de 90% de l'énergie électrique qu'elle distribue à ses clients, et en 2013, près de 100 %.

³⁶ IED, Rapport de démarrage.

³⁷ 4,6% d'après les chiffres fournis sur le site internet de la CEB.

Le réseau de transport situé au Bénin est constitué des éléments suivants :

- Ligne de transport 330 kV Ikéja (Nigeria) – Sakété, 70 km
- Ligne en boucle 161/63 kV dans le Sud pour desservir Sakété, Porto-Novo, Akpakpa, Vèdoko, et Maria Gléta
- Ligne en boucle 161 kV desservant Sakété, Maria Gléta, Avakpa, Momoe Hagou (Togo), Nangbéto (Togo), Bohicon, Onigbolo
- Ligne 161 kV entre Nangbéto (Togo), Atakpamè (Togo), Kara (Togo), Djougou, Parakou, Onigbolo, Bohicon en double terre
- Ligne 161 kV exploitée à 33 kV entre Natitingou et Djougou
- Ligne 161 kV exploitée à 33 kV et 20 kV pour desservir Bembéréké

Par rapport aux projets en cours, il est prévu l'achèvement de deux lignes en 2016:

- La construction d'une ligne 161 kV entre Onigbolo et Parakou (financée par la Banque Mondiale)
- La construction d'une ligne 161 kV entre Sakété et Porto-Novo (également financée par la Banque Mondiale).

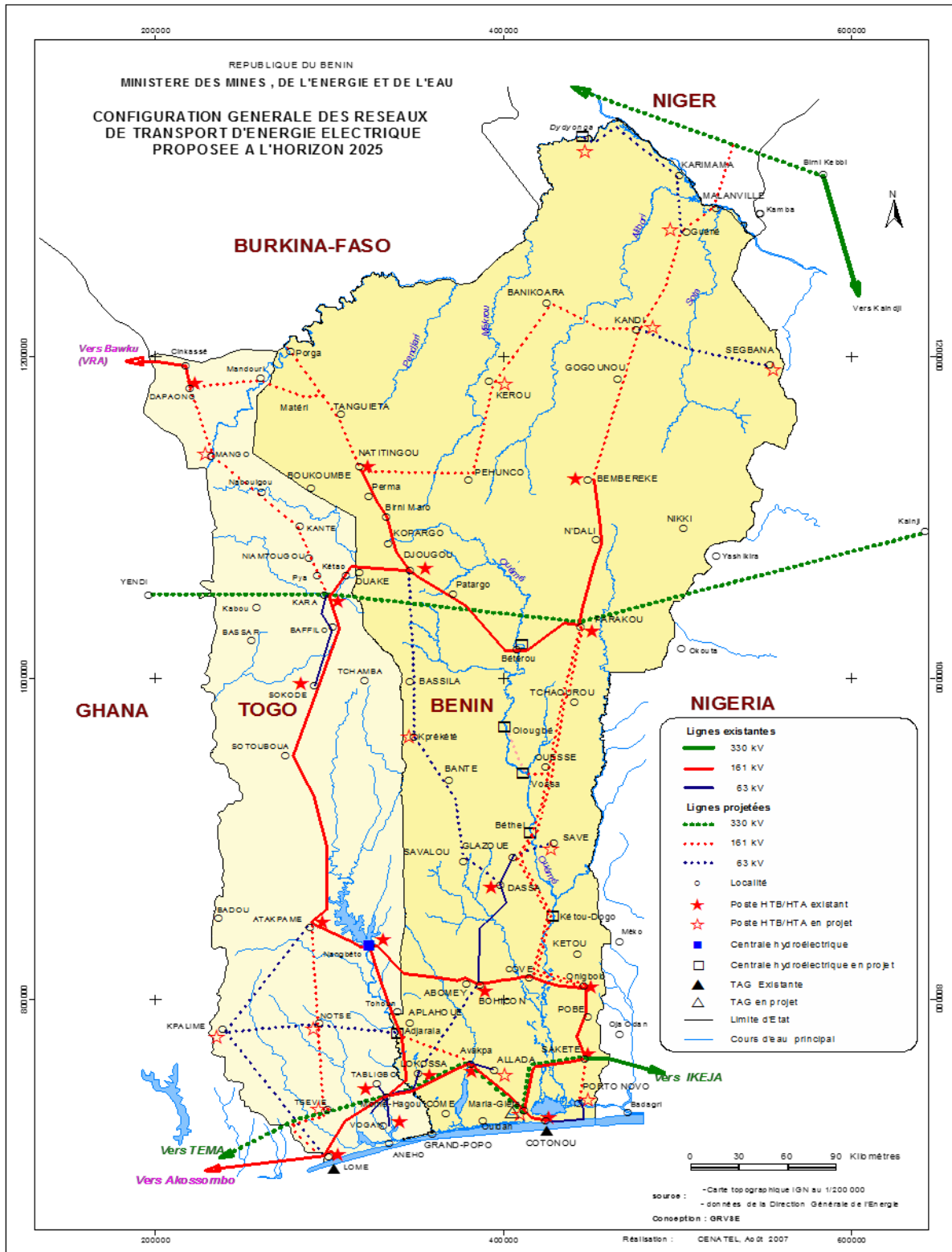
Au nombre des projets d'interconnexion du WAPP en cours de réalisation et impliquant la CEB figurent :

- La Dorsale Sud : ligne 330 kV de la Volta (Ghana) à Lomé (Togo) et Sakété (Bénin)
- La Dorsale Nord : ligne 330 kV de Dosso-Malanville (Bénin) comme une dérivation de la ligne 330 kV de Birnin Kebbi (Nigeria), Dosso (Niger), Niamey (Niger), et Ouagadougou (Burkina Faso).

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Graphique 2. Réseau de transport de la CEB au Bénin et au Togo



Distribution

Les Réseaux de distribution Haute Tension (HTA) et Basse Tension (BT) au Bénin sont placés sous la tutelle de la SBEE qui en assure le développement et l'entretien. Ils sont constitués du :

- Réseau Haute Tension HTB 63 kV de transport qui assure la livraison de l'énergie de la CEB vers la SBEE et l'interconnexion entre les postes ;
- Réseau Haute Tension HTA 33 kV, 20 kV et 15 kV qui assure la desserte vers les postes de répartition et les postes clients ; et
- Réseau Basse Tension BT 410 V et 230 V qui assure la distribution de l'énergie à partir des postes de transformation HTA/BT vers la clientèle.

Le Tableau 8 donne une indication de la structure du réseau.

Tableau 8. Données sur la Structure du Réseau : Longueurs de ligne et Sous-stations

	Longueur de la Ligne par Région (km)		Type de Sous-station par Région (#)	
	BT	MT	PMT	CSS
Littoral 1 + 2	1,007	432	133	348
Atlantique	982	314	151	133
Oueme Plateau	992	505	313	121
Mono-Couffo	605	409	140	72
Zou-Collines	745	579	90	30
Borgou Alibori	554	921	237	39
Atacora Donga	373	1,018	204	28
Total	5,257	4,178	1,268	771

Structure et Autres Institutions clés du secteur

Les principales fonctions des principales institutions intervenant dans le secteur de l'énergie sont résumées ci-dessous.

Institutions Nationales

Ministère de l'Energie, de l'Eau et des Mines : Le MEEM est le ministère chargé de la formulation, de la mise en œuvre et du suivi de la politique énergétique au Bénin. Il regroupe un certain nombre de directions, dont la Direction Générale de l'Energie (DGE), qui est la plus importante dans le sous-secteur de l'énergie électrique. Sa mission est d'exercer un contrôle sur la politique sectorielle de l'énergie au Bénin, et d'utiliser les ressources nationales pour fournir de l'énergie en vue d'assurer le développement social et économique du Bénin.

Ministère de l'Economie et des Finances : Le MEF est responsable de la politique économique, de la gestion budgétaire, des statistiques économiques, et de la surveillance des pratiques de passation des marchés publics. Il fournit des subventions à la CEB pour contribuer à remédier au manque de

ressources dont souffre l'organisation. Le MEF a conclu un contrat d'affermage pour la gestion de centrales de production thermique, qui servent d'appoint, en cas de besoin, pour combler le déficit, en achetant du carburant pour ces centrales. Il supervise les processus des marchés publics et, en tant que tel, ses actions et ses politiques ont une incidence sur l'exécution du budget de la SBEE et d'autres acteurs du secteur. Enfin, le Ministre de l'Economie et des Finances siège au Conseil d'administration de la CEB (aux côtés des Ministres de l'Énergie, de la Planification et des Affaires étrangères).

Société Béninoise d'Énergie Electrique (SBEE) : La SBEE a été créée en janvier 2004, suite à la restructuration de l'ancienne Société Béninoise d'Electricité et d'Eau en deux organismes distincts, à savoir la SBEE et la Société Nationale des Eaux du Bénin (SONEB). La SBEE est sous la tutelle du Ministère chargé de l'Énergie mais a un statut semi-privé. Son Conseil d'Administration est composé du Directeur de Cabinet du Ministre de l'Énergie, du Directeur Général de l'Énergie, d'un représentant du Cabinet du Président de la République, des représentants des associations de consommateurs, des entreprises et du personnel de la SBEE.

Agence Béninoise d'Électrification Rurale et de Maîtrise d'Énergie : Instituée par le Décret du 4 août 2004, l'ABERME a pour mission de mettre en œuvre la politique de l'Etat dans les domaines de l'électrification rurale et de la maîtrise de l'énergie. Pour lui permettre de mener à bien ses missions, l'ABERME est dotée d'un Fonds d'Électrification Rurale (FER), qui est alimenté par la taxe sur le kilowattheure d'électricité vendu, qui est fixée à 3 francs CFA par kilowattheure, et instituée par la loi N°2006-16 du 27 mars 2007.

Agence Nationale pour le Développement des Énergies Renouvelables et de l'Efficacité Énergétique : L'Agence a été créée en 2014 et aura pour objectif d'œuvrer à la promotion, à l'utilisation durable et généralisée de toutes les formes d'énergies renouvelables.

Autorité de Régulation de l'Electricité (ARE): Créée par décret N°2009-182 du 13 mai 2009, l'ARE est un établissement public, à caractère indépendant, doté d'une personnalité morale et de l'autonomie financière. Elle est placée sous l'autorité du Président de la République et a pour mission de veiller au respect des textes législatifs et réglementaires régissant le secteur de l'électricité, de protéger l'intérêt des différents acteurs et de garantir la continuité et la qualité du service, l'équilibre financier du sous-secteur de l'électricité et son développement harmonieux.

Agence de Contrôle des Installations Electriques Intérieures (CONTRELEC): L'agence CONTRELEC est un établissement public à caractère scientifique et technique, doté d'une personnalité juridique et de l'autonomie financière dans le but d'assurer la sécurité des personnes et des biens. Elle contrôle les installations électriques intérieures des bâtiments d'habitation des nouveaux abonnés de la SBEE, avant la première mise sous tension.

Organisations Régionales :

Communauté Electrique du Bénin : La CEB est une organisation bi-étatique créée en 1968 par un traité entre le Bénin et le Togo et jouit du statut d'organisme international à caractère public. La CEB a comme mission de fournir, aux deux pays, de l'énergie électrique de qualité, en quantité suffisante et à un coût minimal. Le segment de la production est ouvert aux opérateurs privés. Dans les régions desservies par un réseau de transport d'électricité, la CEB jouit du statut d'acheteur unique de la production des acheteurs privés indépendants. En dehors de ces zones, les producteurs indépendants peuvent vendre directement leur électricité aux sociétés distributrices. A l'heure actuelle, la CEB est confrontée à des difficultés financières et reçoit périodiquement des subventions des Gouvernements du Bénin et du Togo afin de pouvoir honorer ses obligations.

West African Power Pool ou Système d'Echanges d'Energie Electrique Ouest-Africain: Le WAPP ou l'EEEAO a été créé par décision A/DEC.5/12/99 de la 22^{ème} session du Sommet des Chefs d'Etat et de Gouvernement de la CEDEAO, pour aborder les questions d'insuffisance de fourniture d'énergie électrique en Afrique de l'Ouest, notamment à travers l'intégration des réseaux électriques nationaux en vue de créer un marché d'électricité régional unifié et durable dans le but d'assurer aux Etats de la CEDEAO un approvisionnement en énergie électrique fiable et à des coûts compétitifs.

La West Africa Pipeline Company (WAPCo) et le Gazoduc d'Afrique de l'Ouest (WAGP) : Le Bénin importe du gaz du Nigeria par le biais du Gazoduc d'Afrique de l'ouest (WAPC) qui transporte le gaz naturel du Nigeria vers le Bénin, le Togo et le Ghana. L'engagement contractuel de la N-GAS du Nigeria vis-à-vis de la VRA du Ghana, un client fondateur, est la fourniture de 123 millions de pieds cube par jour (Mpc/j) avec 5 millions supplémentaires de pieds cubes standard par jour (scfd) pour chacun des deux Etats (Bénin et Togo). Tout gaz arrivant au Bénin passe en premier lieu à la centrale à gaz de la CEB, de Maria Gléta, d'une capacité installée de 20 MW. En raison des problèmes de disponibilité de gaz et des contraintes liées à l'infrastructure de fourniture du gaz au Nigeria, cette quantité prévue en vertu du contrat a rarement été atteinte.

Cadre juridique, réglementaire, politique et Stratégie de mise en œuvre

Cadre juridique

Les activités du sous-secteur électrique au Bénin sont régies par :

- L'Accord international portant code bénino-togolais de l'électricité et ;
- La Loi portant Code de l'Electricité au Bénin.

L'Accord international portant code bénino-togolais de l'électricité : Le sous-secteur de l'électricité au Bénin et au Togo est régi par l'Accord international portant code bénino-togolais de l'électricité signé entre les deux (2) pays en 1968. En effet, en raison du coût élevé des

investissements dans le sous-secteur électrique, et dans le but de réaliser des économies d'échelle, les deux Etats ont décidé de créer un même territoire électrique en matière de production et de transport d'énergie électrique. Cette volonté s'est concrétisée par la création de la CEB à laquelle le code conférait le monopole de la production, du transport et des importations/exportations de l'énergie électrique sur le territoire électrique commun aux deux pays, ainsi que la mise en œuvre de la réglementation de l'électricité, la planification et le développement du sous-secteur. Face aux nouvelles exigences de développement de l'électricité dans les deux pays, les dispositions de l'accord ont été revues en 2003 afin de mettre fin au monopole de la CEB dans le domaine de la production de l'énergie électrique par :

- L'ouverture du segment de la production aux producteurs privés ; et
- L'octroi à la CEB du statut d'acheteur unique pour ce qui concerne la production des indépendants dans la zone où la CEB a des lignes de transport de l'énergie électrique.

S'agissant de la production indépendante d'électricité, l'article L8 du code révisé précise que pour intervenir dans le sous-secteur de l'énergie électrique sur les territoires des deux Etats, il faut, pour les producteurs privés :

- * Conclure une convention (concession ou autres) avec l'Etat, et
- * Signer avec la CEB ou, le cas échéant, avec la SBEE ou, avec un tiers dans les pays voisins, un contrat d'achat-vente d'énergie électrique.

Le Code Bénino-Togolais soumet l'ensemble des producteurs, y compris les producteurs indépendants, à l'obligation de fournir des informations sur leurs activités à la CEB pour permettre à cette dernière de conduire sa mission de planification et exige que toute nouvelle installation de production électrique ou toute extension d'installation de production faite pour les besoins du service public soit réalisée dans le cadre d'une procédure de mise en concurrence.

Le Code bénino-togolais confère à la CEB l'exclusivité de l'exercice des activités de transport. La CEB peut, à titre exceptionnel et dérogatoire, déléguer temporairement et localement cette fonction à un opérateur public ou privé.

La Loi portant Code de l'Electricité au Bénin : Pour répondre à la nécessité de définir les dispositions complémentaires d'application de l'accord international portant code bénino-togolais de l'électricité dans chacun des deux pays, la loi portant code de l'électricité au Bénin a donc été votée par l'Assemblée Nationale et promulguée par le Président de la République en 2007. Elle complète par conséquent le code bénino-togolais, en ce qui concerne :

- Les dispositions relatives à la production, à la distribution, aux installations électriques intérieures, à l'activité des constructeurs, installateurs et autres professionnels de l'électricité ; et

- Les modalités de participation des entreprises publiques et privées du secteur, la mise en place des règles de concurrence et des formalités auxquelles elles sont soumises.

Les deux codes soumettent les activités de production d'électricité à autorisation et information. L'article 5 de la loi Portant Code de l'Electricité au Bénin indique ce qui suit :

- Lorsque l'activité est destinée à des fins de fourniture de l'énergie électrique au public, le producteur doit accepter et respecter les exigences et sujétions d'un service public, selon lesquelles les installations appartiennent à l'Etat ou que celles-ci soient réalisées par un opérateur dans le cadre d'une concession ;
- Les activités de production autres que celles destinées au public sont soumises aux autorisations prévues par la loi ;

La loi béninoise dans son article 6 qui traite également de la distribution, érige cette activité en service public, placé sous la responsabilité exclusive de l'Etat et précise que cette activité peut être confiée à une ou plusieurs personnes publiques ou privées, dans le cadre d'une concession.

Cadre Réglementaire

Dans le cadre de la mise en œuvre des dispositions du code béninois de l'électricité, six décrets d'application ont été pris. Il s'agit de :

- Décret N° 2007-539 du 02 novembre 2007, portant fixation des procédures et normes applicables et conditions d'exercice de l'inspection et du contrôle technique des installations de fournitures d'électricité ;
- Décret N° 2007-548 du 25 novembre 2007, portant institution du contrôle obligatoire périodique des installations électriques intérieures des immeubles de grandes Hauteurs (IGH), des Etablissements recevant du public (ERP) et des unités industrielles (UI) ;
- Décret N°2007-655 du 31 décembre 2007, portant définition des modalités de déclaration et d'autorisation des installations d'autoproduction d'électricité en République du Bénin ;
- Décret portant N°2008-719 du 22 décembre 2008, portant constitution et fixation des modalités de fonctionnement et de gestion du Fonds d'Electrification Rurale (FER) ;
- Décret N°2008-815 du 31 décembre 2008, portant définition des modalités d'octroi des concessions de fourniture d'énergie électrique pour les besoins du service public, et ;
- Décret N° 2009-182 du 13 mai 2009, portant création, attributions, organisation et fonctionnement de l'Autorité de Régulation.

Jusqu'à une date récente, la régulation du sous-secteur électrique était assurée par le Ministère en charge de l'Energie et la DGE. Mais actuellement, cette prérogative revient à l'ARE. L'ARE est chargée, entre autres, de :

- Veiller à l'exercice d'une concurrence effective, saine et loyale dans l'intérêt de l'Etat, des opérateurs et des consommateurs ;
- Approuver les dossiers d'appels d'offres en vue de la sélection des exploitants privés ;
- Approuver l'octroi des concessions;
- Délivrer les autorisations de production aux auto-producteurs ;
- Définir le mode de rémunération des opérateurs du sous-secteur électrique ;
- Approuver les grilles tarifaires (conformément à un décret de février 2015, modifiant le décret de 2009) ;
- Contrôler le respect des obligations qui incombent aux intervenants du secteur ;
- Concilier les parties en conflits ;
- Prononcer les sanctions consécutives aux manquements aux dispositions législatives et réglementaires constatés ou aux contenus des autorisations, licences, concessions et cahiers des charges.

Pour l'ARE, l'électrification hors-réseau est d'une importance stratégique pour l'accélération de l'électrification au Bénin. L'ARE a pour mission d'octroyer des concessions et d'approuver les tarifs pour les projets d'électrification rurale. Toutefois, les membres de l'ARE reconnaissent ne pas disposer, pour le moment, des capacités et compétences techniques pour octroyer et évaluer des concessions, et pour concevoir et instituer des mécanismes de tarification et de subventions incitatifs à l'électrification rurale au Bénin.

Prix de vente de l'énergie électrique

Les tableaux 9 et 10 montrent la structure officielle des prix de cession de l'énergie électrique aux clients Basse Tension et Haute tension de la SBEE. La SBEE achète l'électricité de la CEB à un prix moyen de 58,7 CFA/kWh (0,1067 \$/kWh³⁸) et la cède à ses clients à un coût moyen de 110 F CFA/kWh³⁹ (0,20 \$/kWh).⁴⁰

Tableau 9. Structure officielle des prix de vente de l'énergie électrique au Bénin (CFA/kWh) (Basse Tension)⁴¹

Catego- rie de Services	Catégorie de Clients	Niveau de Consommation		
		Tranche sociale <20kWh	0-250 kWh	Reste de la consommatio n
BT1	Usage domestique (Eclairage et climatisation)	78 CFA	109 CFA	115 CFA

³⁸ Taux de change moyen du dollar : 1 USD = 550 CFA.

³⁹ IED, Elaboration du plan directeur de développement du sous-secteur de l'énergie électrique au Bénin – Rapport de démarrage. Rapport provisoire, octobre 2014.

⁴⁰ La CEB, a sollicité, pour la dernière fois, une hausse des prix, en demandant que les 55 CFA/kWh d'alors soient portés à 78 CFA/kWh.

⁴¹ Disponible sur le site de la SBEE.

BT2	Usage professionnel (Boutiques, salon de coiffure, salons de couture, cafés, bar-restaurants, hôtels, menuiseries etc.)		111 CFA Consommation totale	
BT3	Eclairage public		122 CFA Consommation totale	

Tableau 10. Structure officielle des prix de vente de l'énergie électrique au Bénin (CFA/kWh) (HTA)⁴²

Catégorie	Type de consommateurs	Prix (en CFA)	
HTA1	Hôtels, Services, Commerces	94 CFA/kWh	
HTA2	Hôtels, Services, Commerces	94 CFA/kWh	4500 CFA/kva souscrite à la pointe
HTA3	Industries	78 CFA/kWh	
HTA4	Industries	78 CFA/kWh	7000 CFA/kva souscrite à la pointe

Dans le but d'améliorer la situation financière des entreprises du sous-secteur électrique de la communauté, un consultant a été recruté, avec l'appui technique et financier de la Banque Mondiale, afin d'élaborer pour le compte des trois sociétés de la communauté (CEB, CEET et SBEE), des formules d'indexation des tarifs qui prennent en compte les spécificités de chaque société. Ces formules élaborées depuis 2005 ne sont pas appliquées à ce jour. Le Gouvernement du Bénin a approuvé la formule applicable à la SBEE en mars 2006. En 2012, cette formule a été actualisée par un comité composé des cadres de la SBEE, de la CEB, des ministères en charge de l'Energie, des Finances, du Plan et de la Primature. Ladite formule a été réintroduite en Conseil des Ministres pour approbation mais elle est mise en instance.

Cadre Politique

Tel que mentionné précédemment, la politique sectorielle de l'énergie électrique est définie par

⁴² Disponible sur le site de la SBEE.

l'entremise du MEEM. L'objectif global des politiques et stratégies est de doter le Bénin des moyens permettant de disposer de services énergétiques de qualité, en quantité suffisante, dans des conditions optimales de coût et de sécurité des approvisionnements. En vue de la réalisation de cet objectif, le Gouvernement du Bénin a adopté :

- Le document de Politique et de Stratégie du secteur de l'énergie, qui a défini des objectifs de développement à court, moyen et long termes pour l'ensemble du secteur de l'Energie (mars 2004) ;
- Le document de Politique d'électrification rurale, avec un premier Programme d'Actions Prioritaires de mise en œuvre de ladite politique à l'horizon 2015 (mars 2006) ;
- Le document de Politique et de Stratégie spécifique pour le Développement du sous-secteur de l'Electricité, qui a défini les objectifs de renforcement de la capacité nationale de production d'électricité dans le but d'accroître l'autonomie du pays dans le domaine de l'approvisionnement en énergie électrique (novembre 2008), et
- Le plan d'actions stratégiques pour le secteur de l'électricité au Bénin (octobre 2009), qui a abordé l'ensemble du secteur énergie, y compris le gaz naturel, les produits pétroliers et l'électricité. Le Plan d'actions stratégiques a identifié les objectifs clés suivants :
- Renforcer les capacités de production, de transport et de distribution à l'échelle nationale par :
 - La diversification de la production dans le but d'atteindre 70 % de la production nationale d'ici à 2025 ;
 - Le développement d'un système de transport relié aux réseaux régionaux ;
 - Le renforcement des réseaux de distribution urbains notamment 945 villes et villages et 310 centres urbains d'ici à 2015 ;
- Promouvoir l'électrification rurale par :
 - La poursuite de la politique d'électrification des localités rurales du pays en vue de l'atteinte des Objectifs du Millénaire pour le Développement.
 - Utilisation de l'énergie à des fins productives.
- Mettre en place d'une formule appropriée d'indexation des tarifs et de financement du secteur par :
 - L'application de tarifs qui reflètent les prix de revient aussi bien pour la SBEE que pour la CEB.

- Mobilisation de fonds auprès d'organismes régionaux et internationaux en faveur de projets d'électrification rurale.
- Renforcer les capacités des structures et des ressources humaines par :
 - Le renforcement des capacités des structures ayant en charge le secteur en vue de la mise en œuvre effective des réformes a démarré en 1998.
 - La définition d'une politique de gestion des ressources humaines, y compris la formation, le développement des compétences et des carrières.

PART 2:
CONDITIONS OF CONTRACT AND CONTRACT
FORMS

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CONTRACT AGREEMENT

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the MCA Entity] (the “MCA Entity”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

[Note: If the Consultant consists of more than one entity, the following should be used]

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **MCA-Benin II** (the “MCA Entity”), on the one part, and [full legal name of lead Consultant] (the “Consultant”) in [joint venture / consortium / association] with [list names of each joint venture entity], on the other part, each of which will be jointly and severally liable to the MCA Entity for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

RECITALS

WHEREAS,

- (a) The Millennium Challenge Corporation (“MCC”) and the Government of **Benin** (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **Benin** on **September 9th, 2015** (the “Compact”) in the amount of approximately **375 000 000 USD** (“MCC Funding”). The Government, acting through the MCA Entity, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
- (b) The MCA Entity has requested the Consultant to provide certain consulting Services as described in Annex A to this Contract; and
- (c) The Consultant, having represented to the MCA Entity that it has the required professional skills, and Personnel and technical resources, has agreed to provide such Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. In consideration of the payments to be made by the MCA Entity to the Consultant as set forth in this Contract, the Consultant hereby covenants with the MCA Entity to perform the Services in conformity in all respects with the provisions of this Contract.
2. Subject to the terms of this Contract, the MCA Entity hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of [Country] as of the day, month and year first indicated above.

For Millennium Challenge Account – Benin For [full legal name of the Consultant]:
II :

Signature
Gabriel DEGBEGNI
Witnessed By:

Signature
Name
Witnessed By:

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[Name of Member]

[Authorized Representative]

[Name of Member]

[Authorized Representative]

GENERAL CONDITIONS OF CONTRACT

1. Definitions
 - 1.1 Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - (a) “Applicable Law” has the meaning given the term **in the SCC**.
 - (b) “Associate” means any entity that is a member of the Association that forms the Consultant. A Sub-Consultant is not an Associate.
 - (c) “Association” or “association” means an association of entities that forms the Consultant.
 - (d) “Compact” has the meaning given the term in the recital clauses to the Contract Agreement.
 - (e) “Consultant” has the meaning given the term in the initial paragraph of the Contract Agreement.
 - (f) “Contract” means this agreement entered into between the MCA Entity and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Annexes (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
 - (g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Sub-Clause 17.1.
 - (h) “Effective Date” has the meaning given the term in GCC Clause 16.2.
 - (i) “Force Majeure” has the meaning given the term in GCC Clause 22.1.
 - (j) “GCC” means these General Conditions of Contract.
 - (k) “Government” has the meaning given the term in the recital clauses to the Contract Agreement.
 - (l) “Key Professional Personnel” means the Personnel listed in Annex D to this Contract.
 - (m) “Local Currency” has the meaning given the term **in the SCC**.
 - (n) “MCA Country” has the meaning given the term **in the SCC**.

- (o) “MCA Entity” has the meaning given the term in the initial paragraph of the Contract Agreement.
- (p) “MCC” has the meaning given the term in the recital clauses to this Contract.
- (q) “Member” means any of the entities that make up a joint venture or other association; and “Members” means all these entities.
- (r) “Party” means the MCA Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof.
- (t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (u) “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Annex A to this Contract.
- (v) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (w) “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.
- (x) “Trafficking in Persons” has the meaning given at GCC Clause 25.
- (y) “US Dollars” means the currency of the United States of America.

2. Interpretation

2.1 In interpreting this Contract, unless otherwise indicated:

- (i) “confirmation” means confirmation in writing;
- (ii) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;
- (iii) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (iv) the feminine means the masculine and vice versa; and
- (v) the headings are for reference only and shall not limit, alter or affect the meaning of this Contract.

3. Language and Law

3.1 This Contract has been executed in language(s) **specified in the SCC**. If the Contract is executed in both English and a specified local language, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 3.2 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Communications
- 4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Subject to Applicable Law, any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when delivered to such Party at the address **specified in the SCC**, or sent by confirmed facsimile or confirmed email, in either case if sent during normal business hours of the recipient Party.
- 4.2 A Party may change its name or address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in SCC 4.1.
5. Subcontracting
- 5.1 If the Consultant intends to subcontract for a major item of its contracted consulting services (deemed major if valued in excess of \$100,000 USD) it shall seek the MCA Entity's prior written approval of the subcontractor. Subcontracting shall not alter the Consultant's obligations under this Contract.
6. Relationship Between the Parties
- 6.1 Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the MCA Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract.
7. Location
- 7.1 The Services shall be performed at such locations as are specified in Annex A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in the MCA Country or elsewhere, as the MCA Entity may approve.
8. Authority of Member in Charge
- 8.1 In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity **specified in the SCC** to act on their behalf in exercising all the Consultant's rights and obligations toward the MCA Entity under this Contract, including without limitation the receiving of instructions and payments from the MCA Entity.
9. Authorized Representatives
- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this

Contract by the MCA Entity or the Consultant may be taken or executed by the officials **specified in the SCC**.

10. Description and Approval of Personnel; Adjustments; Approval of Additional Work
- 10.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Annex D. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Annex D are hereby approved by the MCA Entity.
- 10.2 GCC Sub-Clause 38.1 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the MCA Entity for review and approval a copy of their Curricula Vitae (CVs).
- 10.3 Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Annex D may be made by the Consultant without the prior approval of the MCA Entity only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so **indicated in the SCC**, the Consultant shall provide written notice to the MCA Entity of any such adjustments. Any other adjustments shall only be made with the MCA Entity's prior written approval.
- 10.4 If additional work is required beyond the scope of the Services specified in Annex A, the estimated periods of engagement of Key Professional Personnel set forth in Annex D may be increased by agreement in writing between the MCA Entity and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Sub-Clauses 16.4, 16.5 and 17.4.
- Resident Project Manager
- 10.5 **If required by the SCC**, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the MCA Country a resident project manager, acceptable to the MCA Entity, shall take charge of the performance of such Services.
11. Working Hours, Overtime,
- 11.1 Working hours and holidays for Key Professional Personnel are set forth in Annex D. To account for travel time, foreign

Leave, etc.

Personnel carrying out Services inside the MCA Country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the MCA Country as is specified in Annex D.

11.2 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Annex D, and except as specified in Annex D, shall the Consultant's remuneration be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Annex D. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

12. Removal and/or Replacement of Personnel

12.1 Except as the MCA Entity may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-Clause 38.1(a), provide as a replacement a person of equivalent or better qualifications.

12.2 If the MCA Entity (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the MCA Entity's written request specifying the grounds therefore and subject to GCC Sub-Clause 38.1(a), provide as a replacement a person with qualifications and experience acceptable to the MCA Entity.

12.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

13. Settlement of Disputes

Amicable Settlement

13.1 The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

Dispute Resolution

13.2 Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty

- (b) the original Contract duration is extended by 25% or more, or
- (c) the original value of the Contract is increased by ten percent (10%) or 1 million US Dollars or more (whichever may apply); once the 10% Contract (or 1 million US Dollars) threshold for modifications or change orders has been reached for a Contract, any subsequent Contract modification or change order that individually or collectively exceed 3% of the original Contract value will also require MCC approval.

17. Payments to the Consultant

- | | | |
|---|------|--|
| Contract Price | 17.1 | Except as provided in GCC Sub-Clause 17.5, the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-price covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC Sub-Clauses 10.4, 46.2 and 48.2) if the Parties have agreed to additional payments in accordance with GCC Sub-Clauses 16.4, 16.5 and 17.4. |
| Currency of Payment | 17.2 | Payments shall be made in US Dollars, or the Local Currency, or, if justified for sound business reasons and approved by the MCA Entity, a combination of the two currencies. |
| Terms, Conditions and Mode of Billing and Payment | 17.3 | Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 17.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the MCA Entity specifying the amount. In all cases, invoices shall be delivered to the MCA Entity no later than thirty (30) days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the MCA Entity. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the MCA Entity of a valid and proper invoice or the date of the MCA Entity's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by the MCA Entity. |
| Payment for Additional Services | 17.4 | For the purposes of determining the remuneration due for additional Services as may be granted under GCC Sub-Clause 16.4, a breakdown of the Contract Price is provided in Annexes |

18.

- (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements. If the MCA Entity fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with GCC Sub-Clause 20.2(d).

19. Suspension

- 19.1 The MCA Entity may, by giving thirty (30) days' written notice to the Consultant, suspend all payments to the Consultant under this Contract if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

20. Termination

By the MCA Entity

- 20.1 Without prejudice to any other remedies that may be available to it for breach of this Contract, the MCA Entity may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in subparagraphs (a) through (i) of this GCC Sub-Clause 20.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Sub-Clause 20.1, the MCA Entity may suspend this Contract.
 - (a) If the Consultant, in the judgment of the MCA Entity or MCC, fails to perform its obligations relating to the use of funds set out in Annex B. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused

- within a maximum of thirty (30) days after termination.
- (b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Sub-Clause 20.1(a) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the MCA Entity. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the MCA Entity) or on such later date as may be specified by the MCA Entity.
 - (c) If the Consultant (or any Member or Sub-Consultant) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the MCA Entity in such notice of termination.
 - (d) If the Consultant (or any Member or Sub-Consultant), in the judgment of the MCA Entity has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
 - (e) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
 - (f) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.
 - (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 13. Termination under this

provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA Entity.

- (h) If the Compact expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Sub-Clause 20.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.
- (i) If an event has occurred that would be grounds for suspension or termination under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Sub-Clause 20.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

By the Consultant

20.2 The Consultant may terminate this Contract, upon written notice to the MCA Entity in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 20.2.

- (a) If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 13 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entity to the Consultant within such thirty (30) days.
- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of

the notice of termination.

- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 13. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance with GCC Sub-Clauses 20.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Sub-Clauses 20.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

21. Payment Upon Termination 21.1 Upon termination of this Contract pursuant to GCC Sub-Clauses 20.1 or 20.2, the MCA Entity shall make, or cause to be made, the following payments to the Consultant:
- (a) payment pursuant to GCC Clause 17 for Services satisfactorily performed prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of GCC Sub-Clause 20.1, reimbursement of any reasonable cost (as determined by the MCA Entity or MCC) incidental to the prompt and orderly termination of this Contract; provided, that in the case of suspension of this Contract pursuant to GCC Sub-Clauses 20.1 (h) or (i), the Consultant has complied with its obligation to mitigate in accordance with such clauses.

- Disputes about Events of Termination 21.2 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-Clause 20.1 or paragraphs (a) through (d) of GCC Sub-Clause 20.2 has occurred, such Party may, within forty-five (45) days after

receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 13, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Cessation of Rights and Obligations 21.3 Upon termination of this Contract pursuant to GCC Clause 20, or upon expiration of this Contract pursuant to GCC Sub-Clause 16.3, all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC Clause 33, (c) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Clause 37 and Annex B and (d) any right or obligation which a Party may have under the Applicable Law.

Cessation of Services 21.4 Upon termination of this Contract by notice of either Party to the other pursuant to GCC Sub-Clauses 20.1 or 20.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the MCA Entity, the Consultant shall proceed as provided, respectively, by GCC Clauses 34 or 41.

22. Force Majeure

Definition 22.1 For the purposes of this Contract, "Force Majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party's reasonable diligence, and (d) makes such Party's performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract 22.2 The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an

event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.

Measures to be Taken

22.3 Subject to GCC Sub-Clause 22.6, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.

22.4 A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

22.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

22.6 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA Entity, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by the MCA Entity to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Consultant reasonably and necessarily incurred as part of such reactivation; or

(b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

22.7 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 13.

23. Required Provisions; Flow Through Provisions

23.1 For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Annex B reflect certain obligations of the Government and the MCA Entity under the terms of the Compact and related documents that are also

required to be transferred onto any Consultant, Sub-Consultant or Associate who partakes in procurements or contracts in which MCC Funding is involved and that, as with other clauses of this Contract, the provisions of Annex B are binding obligations under this Contract.

23.2 In any subcontract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Annex B in any agreement related to such subcontract or sub-award.

24. Fraud and
Requirements

Corruption

24.1 MCC requires that the MCA Entity and any other beneficiaries of MCC Funding, including any bidders, suppliers, contractors, Sub-Consultants and Consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations ("MCC's AFC Policy") is applicable to all procurements and contracts involving MCC Funding and can be found on the MCC website. MCC's AFC Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC's AFC Policy and certify that they have acceptable commitments and procedures in place to address the potential for fraudulent and corrupt practices.

Any entity receiving an award (including, but not limited to, both contracts and grants) of MCC Funding of over \$500,000 will be required to certify that they will adopt and implement a code of business ethics and conduct within ninety (90) days of Contract award. Such entity will also include the substance of this clause in subcontracts that have a value in excess of \$500,000. Information regarding the establishment of business ethics and conduct programs can be obtained from numerous sources, including but not limited to:

<http://www.oecd.org/corruption/Anti-CorruptionEthicsComplianceHandbook.pdf>;

<http://ctrends.cipe.org/anti-corruption-compliance-guide/>

(a) For purposes of the Contract, the terms set forth below are defined as follows, and sometimes referred to collectively in this document as "Fraud and Corruption":

(i) "***coercive practice***" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly the actions of a party in

connection with the implementation of any contract supported, in whole or in part, with MCC Funding, including such actions taken in connection with a procurement process or the execution of a contract;

- (ii) ***“collusive practice”*** means a tacit or explicit agreement between two or more parties to perform a coercive, corrupt, fraudulent, obstructive or prohibited practice, including any such agreement designed to fix, stabilize, or maintain prices or to otherwise deprive the MCA Entity of the benefits of free and open competition;
- (iii) ***“corrupt practice”*** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official, MCA Entity staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC Funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process, or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract;
- (iv) ***“fraudulent practice”*** means any act or omission, including any misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with MCC Funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;
- (v) ***“obstructive practice”*** means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC Funding:
 - (aa) that results in the deliberate destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of a coercive, collusive, corrupt, fraudulent or prohibited practice;

- (bb) that threatens, harasses or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; and/or
 - (cc) intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or an authorized Inspector General of MCC provided for in the Contract and under the Compact and related agreements; and
 - (vi) ***“prohibited practice”*** means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions) of Annex B (Additional Provisions) of the Contract.
- (b) MCC may cancel any portion or all of the MCC Funding allocated to the Contract if it determines at any time that representatives of the MCA Entity, the Consultant or any other beneficiary of the MCC Funding were engaged in any coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices during the selection process or the performance of the Contract, or another MCC-funded contract, without the MCA Entity, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.
 - (c) MCC and the MCA Entity may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract if at any time either MCC or the MCA Entity determines that the contractor has, directly or through an agent, engaged in any coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in performance of, the Contract or another MCC-funded contract.
 - (d) If the MCA Entity or MCC determines that the Consultant, any subcontractor, any of the Consultant’s Personnel, or any agent or affiliate of any of them has, directly or indirectly, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices, in competing for or in the performance of the Contract, then the MCA Entity or MCC may, by notice,

immediately terminate the Contract, and the provisions of GCC Sub-Clause 20.1 shall apply.

- (e) Should any of the Consultant's Personnel be determined to have engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices during the competition for or execution of the Contract, but the MCA Entity or MCC determines not to terminate the Contract in accordance with the immediately preceding sub-paragraph, then the relevant Consultant's Personnel shall be removed in accordance with GCC Clause 12.

25. Combatting Trafficking in Persons

25.1 MCC, along with other United States Government entities, has adopted a zero-tolerance policy with regard to Trafficking in Persons ("TIP") through its Counter-Trafficking in Persons Policy.⁴³ In pursuance of this policy:

- (a) **Defined Terms.** For purposes of the application and interpretation of this Sub-Clause:

- (i) The terms "coercion," "commercial sex act," "debt bondage," "employee," "forced labor," "fraud," "involuntary servitude," and "sex trafficking" have the meanings given such terms in the MCC Counter-Trafficking in Persons Policy ("MCC C-TIP Policy") and such definitions are incorporated by reference into this Sub-Clause; and
- (ii) "Trafficking in Persons" means (A) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (B) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- (b) **Prohibition.** Contractors, subcontractors, Consultants, Sub-Consultants and any of their respective Personnel shall not engage in any form of Trafficking in Persons during the period of performance of any contract funded, in whole or in part, with MCC funding and must also comply with those prohibitions described in U.S. laws and Execute Orders regarding TIP, including using misleading

⁴³ <https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy>

recruitment practices; charging employees recruitment fees; or destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity documents.

(c) Consultant Requirements.

- (i) Each contractor, subcontractor, Consultant or Sub-Consultant shall:
 - a. notify its employees of the MCC C-TIP Policy and of the actions that will be taken against Personnel for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - b. take appropriate action, up to and including termination, against Personnel or subcontractors or Sub-Consultants that violate the prohibitions set out in this policy.
- (ii) Each Consultant shall:
 - a. certify that it is not engaged in, facilitating, or allowing any activities constituting Trafficking in Persons, or related activities also prohibited under this policy, for the duration of the Contract;
 - b. provide assurances that activities constituting Trafficking in Persons, or related activities also prohibited under this policy, will not be tolerated on the part of its Personnel, subcontractors or Sub-Consultants (as the case may be), or their respective employees; and
 - c. acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.
- (iii) A bidder, supplier, contractor, subcontractor, Consultant or Sub-Consultant shall inform the MCA Entity immediately of:
 - a. any information it receives from any source (including law enforcement) that alleges its Personnel, subcontractor, Sub-Consultant, or the employee of a subcontractor or Sub-Consultant, has engaged in conduct that violates this policy; and
 - b. any actions taken against any Personnel, subcontractor, subcontractor/consultant, or the employee of a subcontractor or Sub-Consultant,

pursuant to these requirements.

(d) **Remedies.** Once the incident has been confirmed and depending on the severity of each case, the MCA Entity will apply remedies, which could include:

- (i) the MCA Entity requiring the Consultant to remove the involved Personnel, Sub-Consultant or any of its involved Personnel, or any involved agent or affiliate;
- (ii) the MCA Entity requiring the termination of a subcontract or sub-award;
- (iii) suspension of Contract payments until the breach is remedied to the satisfaction of the MCA Entity;
- (iv) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the MCA Entity determined non-compliance;
- (v) the MCA Entity pursuing sanctions against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
- (vi) termination of the Contract by the MCA Entity for default or cause in accordance with the termination clause of the Contract

26. Gender and Social Inclusion 26.1 The Consultant shall ensure that its activities under the Contract comply with the MCC Gender Policy⁴⁴ and the MCA Entity's Social and Gender Integration Plan, as relevant to the activities performed under this Contract. The MCC Gender Policy requires that activities funded by MCC specifically address social and gender inequalities to ensure opportunities for the participation and benefit of women and vulnerable groups, as well as to ensure that its activities do not cause significant negative social and gender impacts.

27. 27.1 [Intentionally Deleted.]

28. Prohibition of Harmful Child Labor 28.1 The Consultant shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. The Consultant will identify the presence of all

⁴⁴ Available at: <https://assets.mcc.gov/guidance/mcc-policy-gender.pdf>

persons under the age of eighteen (18). Where national laws have provisions for the employment of minors, the Consultant will follow Applicable Law. Children under the age of eighteen (18) will not be employed in hazardous work. All work of persons under the age of eighteen (18) will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work.

29. Prohibition of Sexual Harassment 29.1 The Consultant shall prohibit sexual harassment behaviors directed at Compact beneficiaries, MCA Entity employees or MCA Entity consultants. Examples of sexual harassment include, but are not limited to, the following behaviors: unwelcome sexual advances; requests for sexual favors; verbal or physical harassment of a sexual nature; or offensive remarks about a person's sex, sexual orientation or non-conformity with gender stereotypes. The MCA Entity may investigate allegations of sexual harassment as it determines appropriate. The Consultant shall fully cooperate with any investigation conducted by the MCA Entity regarding breach of this provision. The Consultant will ensure that any incident of sexual harassment investigated by the MCA Entity has been resolved to the MCA Entity's satisfaction.

30. Non-Discrimination and Equal Opportunity 30.1 The MCA Entity adheres to the principle of equal opportunity and fair treatment in its employment practices. The MCA Entity expects that the Consultant shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. Personal characteristics include sex, race, nationality, ethnic, social and indigenous origin, religion or belief, disability, age, sexual orientation, and gender identity. The MCA Entity expects that the Consultant shall base its employment decisions on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

31. Standard of Performance 31.1 The Consultant shall perform the Services and carry out its obligations under this Contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate

technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the MCA Entity, and shall at all times support and safeguard the MCA Entity's legitimate interests in any dealings with Sub-Consultants or third parties.

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| Law Governing Services | 31.2 | The Consultant shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. |
| 32. Conflict of Interests | 32.1 | The Consultant shall hold the MCA Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests. |
| Consultant Not to Benefit from Commissions, Discounts, etc. | 32.2 | The payment of the Consultant pursuant to GCC Clause 17 shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC Clause 32.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment. |
| | 32.3 | Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the MCA Entity on the procurement of goods, works or services, the Consultant shall comply with the "MCC Program Procurement Guidelines" from time to time in effect as posted on the MCC website at www.mcc.gov/ppg and shall at all times exercise such responsibility in the best interest of the MCA Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the MCA Entity. |
| Consultant and Affiliates Not to Engage in Certain Activities | 32.4 | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services. |

- Prohibition of
Conflicting
Activities
- 32.5 The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
33. Confidential
Information; Rights
of Use
- 33.1 Except with the prior written consent of the MCA Entity, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.
- 33.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the MCA Entity in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 33.3 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.
- 33.4 Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of the MCA Entity and shall be returned (including, except as provided in GCC Clause 34, all the copies) to the MCA Entity on completion of the Consultant's performance under this Contract.
34. Documents
Prepared by the
Consultant to be the
Property of the
MCA Entity
- 34.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the MCA Entity, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed

inventory thereof in accordance with this GCC Sub-Clause 34.1 and Sub-Clause 33.4, and in format and substance specifically required in the Terms of Reference. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the MCA Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development or use of any such computer programs, the Consultant shall obtain the MCA Entity's prior written approval to such agreements, and the MCA Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be **specified in the SCC**.

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| 35. Liability of the Consultant | 35.1 | Subject to additional provisions, if any, set forth in the SCC , the Consultants' liability under this Contract shall be provided by the Applicable Law. |
| 36. Insurance to be taken out by the Consultant | 36.1 | The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the MCA Entity, insurance against the risks, and for the coverage specified in the SCC and in Annex B, and (b) at the MCA Entity's request, shall provide evidence to the MCA Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 37. Accounting, Inspection and Auditing | 37.1 | The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Annex B and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the bass thereof, together with a detailed inventory thereof. |
| Reporting Obligations | 37.2 | The Consultant shall maintain such books and records and submit to the MCA Entity the reports, documents and other information specified in Annexes B and C, in the form, in the numbers and within the time periods set forth in such Annexes. The Consultant shall submit to the MCA Entity such other reports, documents and information as may be requested by the MCA Entity from time to time. Final reports shall be delivered in an electronic form specified by the MCA Entity in addition to the hard copies specified in Annexes B and C. The |

Consultant consents to the MCA Entity's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government.

38. Consultant's Actions Requiring the MCA Entity's Prior Approval
- 38.1 In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-Clause 16.4, the Consultant shall obtain the MCA Entity's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in Annex D;
 - (b) entering into a subcontract with a Sub-Consultant for the performance of any part of the Services; and
 - (c) any other action that may be **specified in the SCC**.
39. Obligations with Respect to Subcontracts
- 39.1 Notwithstanding the MCA Entity's approval for the Consultant to enter into a subcontract pursuant to GCC Clause 38, the Consultant shall retain sole and full responsibility for the Services and all payments due to subcontractors thereof. In the event that any Sub-Consultants are found by the MCA Entity to be incompetent or incapable in discharging assigned duties, the MCA Entity may require that the Consultant provide a replacement, with qualifications and experience acceptable to the MCA Entity, or to resume the performance of the Services itself.
40. Use of Funds
- 40.1 The Consultant shall ensure that its activities do not violate provisions relating to use of funds and the prohibition of activities likely to cause a significant environmental, health or safety hazard, as set out in Annex B. Environmental, health, and safety hazards are defined in Appendix A of the MCC Environmental Guidelines available at www.mcc.gov.
41. Equipment, Vehicles and Materials Furnished by the MCA Entity
- 41.1 Equipment, vehicles and materials made available to the Consultant by the MCA Entity, or purchased by the Consultant wholly or partly with funds provided by the MCA Entity, shall be the property of the MCA Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the MCA Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the MCA Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the MCA Entity in writing, shall insure them in an amount equal to their full replacement value.

42. Equipment and Materials Provided by the Consultant 42.1 Equipment, vehicles or materials brought into the MCA Country by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the MCA Entity, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable.
43. Assistance and Exemptions 43.1 Unless otherwise **specified in the SCC**, the MCA Entity shall use its best efforts to ensure that the Government shall:
- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
 - (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
 - (d) To the extent permitted by Applicable Law, exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity.
 - (e) Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into the MCA Country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
44. Access to Land 44.1 The MCA Entity warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in the MCA Country in respect of which access is required for the performance of the Services. The MCA Entity will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of

the Consultant or Sub-Consultants or their Personnel.

45. Change in the Applicable Law Related to Taxes and Duties
- 45.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-Clause 18(e) shall be applicable in such a situation.
46. Services, Facilities and Property of the MCA Entity
- 46.1 The MCA Entity shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Annex G at the times and in the manner specified in Annex G.
- 46.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Annex G, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub-Clause 17.1.
47. Payment
- 47.1 In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make to the Consultant payments in the manner provided in GCC Clause 17.
48. Counterpart Personnel
- 48.1 The MCA Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the MCA Entity with the Consultant's advice, if specified in Annex G.
- 48.2 If counterpart personnel are not provided by the MCA Entity to the Consultant as and when specified in Annex G, the MCA Entity and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the MCA Entity to the Consultant as a result thereof pursuant to GCC Sub-Clause 17.1.
- 48.3 Professional and support counterpart personnel, excluding the MCA Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work

assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the MCA Entity shall not unreasonably refuse to act upon such request.

49. Good Faith 49.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
50. Operation of the Contract 50.1 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

SPECIAL CONDITIONS OF CONTRACT

Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract	
GCC 1.1	<p>(a) “Applicable Law” means the laws and any other instruments having the force of law in Benin, as they may be issued and in force from time to time.</p> <p>(m) “Local Currency” means XOF.</p> <p>(n) “MCA Country” means the country of Benin.</p>
GCC 3.1	<p>This Contract shall be executed in the English language Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>] and in French language Yes [<input type="checkbox"/>] No [<input checked="" type="checkbox"/>].</p>
GCC 4.1	<p>The addresses for serving notices under this Contract are:</p> <p><u>For the MCA Entity:</u></p> <p>Millennium Challenge Account-Benin II (MCA-Benin II) Attn.: The National Coordinator <u>Address:</u> Immeuble KOUGBLENOU, 3eme étage Domaine de l’OCBN Derrière la Compagnie Territoriale de Gendarmerie du Littoral Cotonou, République du Bénin Tel. : 00 229 21 31 78 25 Fax.: 00 229 21 31 46 92</p> <p><u>Email:</u> info-benin@charleskendall.com and copy to: info@mcabenin2.bj</p> <p><u>For the Consultant:</u></p>
GCC 8.1	<p>The Member in charge is [insert name of member]</p> <p><i>[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 9.1 should be inserted here. If the Consultant consists only of one entity, this SCC 8.1 should be deleted from the SCC.]</i></p>
GCC 9.1	<p>The Authorized Representatives are:</p> <p><u>For the MCA Entity:</u></p> <p>Attention Millennium Challenge Account – Benin (MCA-Benin II) Address : Immeuble KOUGBLENOU, 3^{ème} étage Domaine de l’OCBN Derrière la Compagnie Territoriale de Gendarmerie du Littoral Cotonou, République du Bénin Téléphone : + 229 21 31 78 25 Fax: + 229 21 31 46 92 Email: info@mcabenin2.bj</p>

	<u>For the Consultant:</u>
GCC 10.3	Written notification to the MCA Entity of adjustments is required.
GCC 10.5	A resident project manager shall be required for the duration of this Contract.
GCC 13.2	<p>All disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the International Chamber of Commerce, Paris for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the International Chamber of Commerce, Paris shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the MCA Entity and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris. (c) If, in a dispute subject to SCC Sub-Clause 13.2.1(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in

	<p>force on the date of this Contract. These rules, in the version in force at the time of the request for Arbitration, will be deemed to form part of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Sub-Clause SCC 13.2.1 shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties</i>] or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties</i>]; or (b) the country in which the Consultant’s [<i>or any of their Members’ or Parties’</i>] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [<i>or of any Members’ or Parties’</i>] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract. <p>5. <u>Costs</u>. Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.</p> <p>6. <u>Miscellaneous</u>. In any arbitration proceeding under this Contract:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the MCA Entity’s country nor the Consultant’s country</i>]; (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
	<p>7. <u>MCC Right to Observe</u>. MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of</p>

	<p>any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.</p>
GCC 16.1	<p>This Contract shall enter into force on the date of signing of the Contract by both parties.</p>
GCC 16.2	<p>The Effective Date shall be Twenty-one (21) days after contract entry into force date.</p>
GCC 16.3	<p>The Contract shall expire on [insert date].</p>
GCC 17.1	<p>The amount of the fixed price Contract is XXXXX [US Dollars] OR XXXXX XOF OR XXXXX [US Dollars] and XXXXX XOF (the “Contract Price”).</p> <p>The accounts are: For US Dollars: [insert account number] For XOF: [insert account number]</p> <p>Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:</p> <p style="text-align: center;">Payment Schedule</p> <ul style="list-style-type: none"> • Payment equal to 8 percent of the contract amount upon approval of the Work Plan as discussed in Task 1. • Payment equal to 7 percent of the contract value upon approval of deliverables 2 through 7, as shown on Table 4-1. • Monthly progress payments equal to 1.4 percent shall be processed upon approval of PMC’s monthly progress report and deliverables. • Payment equal to 8 percent of the contract amount upon completion and acceptance of Program Close Out Report. <p>The Consultant should note that payment of fees for the services is linked to approval of individual deliverables by MCA-Benin II. They should note that all reports will be considered draft until they are reviewed and approved by MCA-Benin II. MCA-Benin II will coordinate comments from other reviewing parties (e.g., IEs, MCC, etc.).</p>
GCC 17.5	<p>The interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website: http://www.federalreserve.gov/releases/h15/current/default.htm</p>

GCC 34.1	The Consultant shall not use the documents for purposes unrelated to this Contract without the prior written approval of MCA-Benin II.
GCC 36.1	<p>The risks and the minimum coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) third party motor vehicle liability insurance in respect of motor vehicles operated in BENIN by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of 100 000 USD; (b) third party liability insurance, with a minimum coverage of (1.5 times the contract amount) USD; (c) professional liability insurance, with a minimum coverage of (1.5 times the contract amount) USD; (d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

ANNEXES TO CONTRACT

Annex A: Description of Services

[Note to MCA Entity: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the MCA Entity, etc. This Description of Services is to be based on the TOR issued with the RFP and incorporates changes agreed upon during negotiations. It must be noted that this Description of Services takes precedence over the Consultant's Proposal, so any changes recommended or requested by the Consultant do not alter the services the Consultant is required to perform unless agreed to during negotiations and incorporated into this Description of Services.]

This Annex A shall incorporate by reference: the proposal dated **[insert date of awarded Proposal]** submitted by **[insert name of Consultant awarded the Contract]** in connection with the procurement for this Contract (the "Proposal"). In the event of any inconsistency between this Description of Services and the Proposal, the priority of interpretation shall be given to this Description of Services.

Annex B: Additional Provisions

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the GCC, the SCC, or in the Compact or related agreements.

The MCA Entity is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.
2. MCC Reserved Rights.
 - (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
 - (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a Party to this Contract.
 - (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any Party.
 - (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA Entity, MCC or any other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might otherwise have to the Government, the MCA Entity, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third-party beneficiary under this Contract.

B. Limitations on the Use or Treatment of MCC Funding

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable laws or United States Government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Compact.

C. Procurement

The Consultant shall ensure that all procurements of goods, works or services under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at www.mcc.gov/ppg. The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. laws, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity.

D. Reports and Information; Access; Audits; Reviews

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by the Compact or related documents, and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and related documents that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact.
2. Access, Audits and Reviews. Upon MCC's request, the Consultant shall permit authorized representatives of MCC, an authorized Inspector General of MCC, the United States Government Accountability Office, any auditor responsible for an audit contemplated by the Compact or conducted in furtherance of the Compact, and any agents or representatives engaged by MCC or the Government to conduct any assessment, review or evaluation of the Program, the opportunity to audit, review, evaluate or inspect activities funded by MCC Funding. The provisions of the Compact and related documents that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact.

3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements from the Compact in its contracts or agreements with other providers in connection with this Contract.

E. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions

1. The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.
2. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on www.sam.gov or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
3. The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations, executive orders, and policies regarding money laundering, terrorist financing, trafficking in persons, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. § 1956, 18 U.S.C. § 1957, 18 U.S.C. § 2339A, 18 U.S.C. § 2339B, 18 U.S.C. § 2339C, 18 U.S.C. § 981, 18 U.S.C. § 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Contract comply with any policies and procedures for monitoring operations to

ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the MCA Entity's permitted account bank, as may be applicable. The Consultant shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC's website at www.mcc.gov/ppg. The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

4. Other restrictions on the Consultant shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or the MCA Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

F. Publicity, Information and Marking

1. The Consultant shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States Government, acting through MCC, all in accordance with the MCC Standards for Global Marking available on the MCC website at www.mcc.gov; provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to MCC's prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.
2. Upon the termination or expiration of the Compact, the Consultant shall, upon MCC's request, cause the removal of any such markings and any references to MCC in any publicity materials.

G. Insurance

The Consultant shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of this Contract. The Consultant shall be named as payee on any such insurance and the beneficiary of any such performance bonds and guarantees. The MCA Entity and, at MCC's request MCC, shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC's election, such proceeds shall be deposited in an account as designated by the MCA Entity and

acceptable to MCC or as otherwise directed by MCC.

H. Conflict of Interest

The Consultant shall ensure that no officer, director, employee, affiliate, contractor, Sub-Consultant, agent, advisor or representative of the Consultant participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, Sub-Consultants, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, Sub-Consultants, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Contract. Without limiting the foregoing, the Consultant shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the MCA Entity as provided by the MCA Entity to the Consultant.

I. Inconsistencies

In the event of any conflict between this Contract and the Compact and/or the Program Implementation Agreement, Procurement Agreement, or Disbursement Agreement, as applicable, the term(s) of the Compact and/or the Program Implementation Agreement, Procurement Agreement, or Disbursement Agreement, as applicable, shall prevail.

J. Other Provisions

The Consultant shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with this Contract.

K. Flow-Through Provisions

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

Annex C: Reporting Requirements

<u>No.</u>	<u>Deliverable</u>	<u>Due Date of Draft Deliverable</u>	<u>Due Date of Final Deliverable</u>
1	Work Plan	Four weeks from NTP	Within 2 weeks of receipt of comments
2	Program Management Plan	Twelve weeks from NTP	Within 2 weeks of receipt of comments
3	Quality Control Plan	TBD	Within 2 weeks of receipt of comments
4	Program Controls Plan	TBD	Within 2 weeks of receipt of comments
5	Tender Document Review Comments	TBD	Within 2 weeks of receipt of comments
6	Design/Construction Submissions Reviews	Three weeks from receipt (unless otherwise noted)	Within 2 weeks of receipt of comments
7	Monthly Progress Reports	One week from month end	Three (3) working days of receipt of comments
8	Quarterly Progress Reports	Five days from close of quarter	Three (3) working days of receipt of comments
9	Annual Performance Report	Five days from September 30 of each year	Five (5) working days of receipt of comments
10	Final Report	Fifteen days prior to contract expiration	Three (3) working days of receipt of comments
11	Meeting Minutes	Two days after date of meeting	Within 2 weeks of receipt of comments

Presentation of Deliverables

Consultant will present deliverables according to the schedule presented above. All draft deliverables will be submitted electronically and all final deliverables will be submitted electronically and 5 hard copies to be delivered to MCA-Benin II in Cotonou. All deliverables will be submitted in French.

Packaging and packing for all items delivered hereunder will be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination.

The contract number will be placed on each package, report, or other deliverable.

In general, all electronic documentation will be accessible via: (1) MS Windows based MS Office 2010 (or later) products, including Word for text, Excel for spreadsheets and data tables, PowerPoint for presentations and Project for schedules; (2) AutoCAD 2002 (or later) and in PDF format for original drawing files; (3) JPG format for digital photos; and (4) ArcView files for GIS data as well as PDF versions. Any raw data not submitted through spreadsheets should be submitted in either Microsoft Access (*.accdb file), STATA (*.dta file), or SPSS (*.sav file). Any other format(s) must be agreed upon by MCA-Benin II in advance of submission.

Annex D: Key Professional Personnel and Sub-Consultants

Note: List under:

- D-1 Titles [**and names, if already available**], detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in [**Country**], and estimated staff-months for each.
- D-2 Same as D-1 for foreign Key Professional Personnel to be assigned to work outside **Benin**.
- D-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in D-1 or D-2.
- D-4 Same information as D-1 for local Key Professional Personnel.
- D-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Clause 11 (if applicable)

Annex E: Breakdown of Contract Price in US Dollars

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the price - US Dollars portion (from Form FIN-4).

This Annex will exclusively be used for determining remuneration for additional services.

Annex F: Breakdown of Contract Price in Local Currency

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the price - Local Currency portion (from Form FIN-4).

This Annex will exclusively be used for determining remuneration for additional services.

Annex G: Services and Facilities to be Provided by the MCA Entity

- **Support Provided by MCA-Benin II**

Consultant's primary point of contact for this assignment will be the MCA-Benin II Director of Operations, followed by the Chief Construction Project.

MCA-Benin II will provide the Consultant the following information and support:

- (a) Access to all reports, data and other necessary documents related to the assignment that may already be available.
- (b) Letters of introduction to facilitate access to various stakeholders, ministries, governmental authorities and agencies whose activities and roles are essential to the mission of the Consultant.
- (c) Invitation letters as may be needed to support visa applications for entry and exit for the Consultant's expatriate staff.
- (d) Facilitation of issuance of any permit required for personnel of the Consultant to perform its tasks in Benin.
- (e) Facilitation of the import and export of equipment that may be required for the Consultant's performance of consulting services, and property belonging to the Consultant's expatriate staff.

- **Documents to be Provided by MCA-Benin II**

The Consultant will be provided all necessary documentation of the Compact. These documents will include, but not be limited to, the following:

- (a) Compact Agreement signed on September 9th, 2015, the Compact is also available on the website www.mcc.gov and www.mcabenin2.bj.
- (b) IEAs as and when they become available.
- (c) Relevant MCC Policies: MCC Environmental Guidelines, MCC Policy for Monitoring and Evaluation of Compact and Threshold Programs, MCC Guidance for Economic and Beneficiary Analysis, MCC Guidance for Common Indicators, MCC Gender Policy and Gender Integration Guidelines. (available on the website www.mcc.gov)
- (d) Related reports used during the development of the Compact activities:
 - (i) Economic Constraints Analysis Report.
 - (ii) Benin Power System Project Studies – Final Feasibility Study Reports.
 - (iii) Benin Power Compact Resettlement Policy Framework
 - (iv) Other relevant studies.
- (e) Reports referred to herein prepared by other consultants.