

REQUEST FOR PROPOSALS

Issued on: August, 2016

**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

**SELECTION OF OFF GRID CLEAN ENERGY
FACILITY MANAGER**

RFP/QCBS/PP1-UCF/FDP-02

Letter of Invitation Requesting Proposals

Cotonou, Benin
August 8th, 2016

Re: Selection of Off Grid Clean Energy Facility Manager - RFP Ref: PP1-UCF/FDP-02

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 more effectively manage the network, 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 Specific Procurement Notice that appeared in dgMarket on **August 2nd, 2016**, UNDB Online on **August 3rd, 2016**, the MCA Entity website **www.mcabenin2.bj** on **August 4th, 2016**, and local newspapers **l'Autre Quotidien** on **August 4, 2016**, **la Nation** on **August 5th, 2016** and **le Matinal** on **August 8th, 2016**.

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, are divided into the following Phases:

- **Base period for duration of twelve (12) months.** The primary purpose of the Base Period is for the Facility Manager to establish a presence in Benin and to develop and put in place all of the necessary plans, processes, documents and governance required for the launch of the Off-Grid Clean Energy Facility (OCEF) Request for Applications (RFA). In addition, the Base Period will include the release of the RFA, a detailed review and due diligence of all proposals received, the development of a shortlist, including a technical assistance plan.
- **Option Year 1** (if MCA-Benin II chooses to exercise this option) **will cover twelve (12) months.**

Based on the performance of the Facility Manager during the Base Period, the FM can be selected to exercise an Option Period for each of the remaining years of the Compact. The Option Period must be renewed each year, up to four times, i.e. Option Year 1, Option Year 2, Option Year 3 and Option Year 4. The primary purpose of the Option Periods is to carry forward the work from the Base Period by shepherding shortlisted proposals through to final grant award and then implementing grants according to the OCEF Operations Manual.

The Base Period is subject to fund availability and therefore this will be discussed with the selected firm during contract negotiation prior to contract award.

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.

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 **September 29th, 2016 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.

Yours Sincerely,

Samuel Olukayodé BATCHO
National Coordinator of MCA-BENIN II

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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. The Consultant should provide separate budgets for each Option Year, 1-4.
- (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 of Proposals 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 of Technical Proposals
- 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 2. 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:

Samuel O. BATCHO
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 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)

¹e-mail and/or paper mail

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 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>“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>“Government” means the Government of Benin.</p> <p>“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 Off Grid Clean Energy Facility Manager .
ITC 1.4	A Pre-Proposal Conference will be held at 10:00 am (local time) on August 25, 2016 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 are as indicated in the Terms of Reference (See paragraphs 6.3 and 6.4).</p>
B. Contents of the RFP	
ITC 8.1	<p>Clarifications may be requested by e-mail not later than fifteen (15) business days e.g., September 8th, 2016 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 15th, 2016 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, 3^{ème} 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</p>

	<p>E-mail: info-benin@charleskendall.com and copy : info@mcabenin2.bj Website: www.mcabenin2.bj</p>																										
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(a)	Consultants may associate with other Consultants.																										
ITC 12.2(c)	<p>The estimated total number of person-months for Key Professional Personnel required for the assignment by labor category is: 264 person-months.</p> <p style="text-align: center;">i) For base period</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 for the Base period</th> </tr> </thead> <tbody> <tr> <td>Team Leader/ Program Manager</td> <td style="text-align: center;">12</td> </tr> <tr> <td>Renewable Off-Grid Electrical Energy (ROEE) Engineer</td> <td style="text-align: center;">12</td> </tr> <tr> <td>Grant Administration (GA) Manager</td> <td style="text-align: center;">12</td> </tr> <tr> <td>M&E Specialist</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Economist</td> <td style="text-align: center;">4</td> </tr> <tr> <td colspan="2">Environmental & Social Staff:</td> </tr> <tr> <td>Environmental Specialist</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Health & Safety Specialist</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Resettlement Specialist</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Gender and Social Inclusion (GSI) Specialist</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Communications / Outreach Specialist</td> <td style="text-align: center;">4</td> </tr> <tr> <td>TOTAL STAFF MONTHS FOR THE BASE PERIOD</td> <td style="text-align: center;">64</td> </tr> </tbody> </table>	Category of Consultant	Staff Months for the Base period	Team Leader/ Program Manager	12	Renewable Off-Grid Electrical Energy (ROEE) Engineer	12	Grant Administration (GA) Manager	12	M&E Specialist	4	Economist	4	Environmental & Social Staff:		Environmental Specialist	4	Health & Safety Specialist	4	Resettlement Specialist	4	Gender and Social Inclusion (GSI) Specialist	4	Communications / Outreach Specialist	4	TOTAL STAFF MONTHS FOR THE BASE PERIOD	64
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Gender and Social Inclusion (GSI) Specialist	4																										
Communications / Outreach Specialist	4																										
TOTAL STAFF MONTHS FOR THE BASE PERIOD	64																										

ii) For the option period	
Category of Consultant	Staff Months for the Option period (This includes all 4 Option Years total, assuming each is equal for the sake of simplicity, the Consultant should propose a breakdown per Option Year)
Team Leader/ Program Manager	48
Renewable Off-Grid Electrical Energy (ROEE) Engineer	48
Grant Administration (GA) Manager	48
M&E Specialist	8
Economist	8
Environmental & Social Staff:	
Environmental Specialist	8
Health & Safety Specialist	8
Resettlement Specialist	8
Gender and Social Inclusion (GSI) Specialist	8
Communications / Outreach Specialist	8
TOTAL STAFF MONTHS FOR THE OPTION PERIOD	200

ITC 12.3(g)	<p>Training is a specific component of this assignment.</p> <p>The Consultant shall:</p> <ul style="list-style-type: none"> • Develop a strategy to provide technical assistance to applicant which could include training and/or consultation on many elements of project development including but not limited to: guidance to draft and/or improve upon ESP instruments, advise applicants on ESHS elements of project design and operation, and gender and social inclusion components, M&E, economic analysis, etc. • Provide technical assistance and support to shortlisted applicants to develop final proposals and trainings to improve proposals in areas identified as general weaknesses across proposals in the Final PSP Report. Topics for trainings may include further explanation of ESP requirements, including those contained in the ESHSMS, how to conduct economic analysis, gender and social inclusion requirements, general proposal writing advice, among others.
ITC 12.5	Per diem and in-country travel will be included in the total price in form FIN-2.
ITC 15.1	<p>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.</p> <p>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.</p>
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 four (4) copies of both the Technical Proposal and the Financial Proposal, in the language(s) specified in PDS ITC 11.1.
ITC 17.5	<p>The address for the submission of Proposals is:</p> <p style="padding-left: 40px;">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</p>

	<p>Tel (229) 21 31 78 25 Fax: +229 21 31 96 42 E-mail: info-benin@charleskendall.com and copy : info@mcabenin2.bj</p> <p>Submission of proposals by e-mail is not allowed.</p>
ITC 17.7	<p>Ensure the outer label (or carton) of the Proposal includes this statement: “Do NOT Open Before 10:00 a.m. local time on September 29th, 2016. On or after 10:00 a.m. local time on September 29th, 2016, Open ONLY In Presence of the Official Appointed.”</p>
ITC 18.1	<p>Proposals must be submitted no later than 10:00 a.m. local time of Cotonou, Benin on September 29th, 2016.</p>
ITC 20.1	<p>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 September 29th, 2016 at 10:15 am Cotonou time, Benin.</p>
E. Evaluation of Proposals	
ITC 23.1	<p>The minimum technical score (St) required to pass is 80 out of 100 possible points. For detailed scoring criteria, see Section III.</p>
ITC 24.6	<p>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 specified on the MCA Entity’s website: www.mcabenin2.bj.</p>
ITC 24.9	<p>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.</p>
ITC 24.10	<p>The weight given to the Technical Proposal, T = 80 The weight given to the Financial Proposal, F = 20</p>
F. Award of Contract	
ITC 26.1	<p>The expected date for Contract negotiations is thirty (30) days after the</p>

Section II. Proposal Data Sheet

	opening of the Financial Proposals and will be held in Cotonou (Benin) .
ITC 30.1	The date for commencement of the Services is twenty-eight (28) 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 **80% of 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. In addition, Proposals may be rejected, at the discretion of the MCA Entity, if any of the Key Personnel fails to satisfy the mandatory requirements.
 The Consultant will be rejected if its Proposal does not clearly demonstrate that it meets the following Minimum Mandatory Criteria:

Ref	Item
Mandatory Criterion 1	Previous experience of minimum two (2) projects during the last seven (7) years in the development and implementation of grants facilities management.

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 23.1	Criteria, sub-criteria	Points
	1. Organizational Capability and Experience of the Consultant	
	1.1. Organization capability: Evidence of organization capability and at least seven (7) years of relevant experience in execution of programs of similar nature in grants management in the areas of electricity, environmental issues, social and gender issues.	25
	1.2. Successful experience as a prime consultant in the execution of at least two (2) projects of similar nature and complexity in development of grants facilities and with experience with off-grid clean energy projects during the last five (7) years.	
	1.3. At least two (2) proven experiences in developing of operational manuals, communication and stakeholders engagement plans for grants management and strategy to provide Technical Assistance to Applicants.	
	1.4. At least two (2) proven experiences in developing an Environmental, Social, Health & Safety Management System and a Gender and Social Inclusion Plan	
	1.5. Past performance (CPPR) on MCC funded contracts will be considered. ²	
	Total Points for This Criterion	
	2. Approach, Methodology and Work Plan	
	Proposed approach, methodology and work plan demonstrate a clear understanding of the technical contract requirements and appreciation for the work required in all the various aspects of the Terms of Reference <ul style="list-style-type: none"> • Proposed approach : 10 • Work plan : 05 	15

² Consultants who do not have MCC experience are also eligible and will not be penalized.

	<p>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.</p> <ul style="list-style-type: none"> • Proposed organization: 05 • Staffing plan: 03 	08
	<p>Proposed approach and methodology of risks management which includes a listing of risks and solutions for mitigating risks, such as addressing time constraints and gaining approval for deliverables.</p> <ul style="list-style-type: none"> • Proposed approach and methodology of risks management : 04 • Proposed solution for mitigation of risk: 03 	07
	Total Points for This Criterion	30
	3. Key Professional Personnel Qualifications for the Assignment	
	Team Leader/ Program Manager	10
	Renewable Energy & Off-Grid Electrical Expert (REOEE) (Also designated as Acting Team Leader)	09
	Grant Administration (GA) Manager	08
	M&E Specialist	03
	Economist	03
	<p>Environmental & Social Staff</p> <ul style="list-style-type: none"> - Environmental Specialist : 02 - Health & Safety Specialist : 02 - Resettlement Specialist : 02 	06
	Gender and Social Inclusion (GSI) Specialist	03

	Communications / Outreach Specialist	03
	The number of point to be assigned to each of the above positions shall be determined considering the following five sub-criteria and relevant percentage weights:	
	Education and training as called for in positions description	30%
	Demonstrated successful experience and past performance in accomplishment of similar projects (at least 2)A	45%
	Experience	
	Experience in Sub-Saharan and Francophone Africa	15%
	Fluency in French and in English	10%
	Total Points for This Criterion	45
	Total Points for All Criteria	100
	The minimum technical score St required to pass is	80
	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.	
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. Technical Proposal Submission Form

[Location, Date]

To: Mr. **Samuel O. BATCHO**, 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

Ladies and Gentlemen:

Re: SELECTION OF OFF GRID CLEAN ENERGY FACILITY MANAGER
RFP Ref: PP1-UCF-FDP-02

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 Operations³. 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

³ Available at www.mcc.gov/resources/doc/policy-fraud-and-corruption

- (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].⁴

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:

- 0.** Power of Attorney demonstrating that the person signing has been duly authorized to sign

⁴ [Delete in case no Association is foreseen.]

- the Proposal on behalf of the Consultant and its Associates;
- 1.** Letter(s) of Incorporation (or other documents indicating legal status); and
 - 2.** Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).

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.]

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

Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent
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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 three (3) chapters:

- (a) Technical Approach and Methodology,
 - (b) Work Plan, Organization and staffing,
 - (c) Approach and methodology of risks management
- (a) 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) Work Plan, Organization and Staffing. 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. You should also 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.
- (c) Approach and methodology of risks management. In this chapter, you should list the risks and solution for mitigating risks, such as addressing time constraints and gaining approval for deliverables.

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.

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

Please provide information for base period and option period.

Key Professional Personnel				
Name of Staff	Organization	Area Expertise	of 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		[Home]																
		[Field]																
n		[Home]																
		[Field]																
													Subtotal					
Support Staff													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
	<i>Base period</i>												
1	Task 1 - Mobilization and Preparatory Work												
2	Task 2 – Development of the OCEF Operations Manual												
3	Task 3 – Development of OCEF Communications and Stakeholder Engagement Plan												
4	Task 4 - Development of the Environmental, Social, Health & Safety Management System (OCEF ESHSMS)												
5	Task 5 - Development of a Strategy to provide Technical Assistance to Applicants												
6	Task 6 – Development of an Economic Analysis Plan												
7	Task 7 – Development of an M&E and Data Collection Plan												
8	Task 8 - Development of an OCEF Gender and Social Inclusion Plan												
9	Task 9 – Technical & Administrative Support to the Project Selection Panel												

Section IV. A Technical Proposal Forms

	(PSP)												
10	Task 10 - General Management, Oversight, Monitoring & Reporting												
11	Task 11 – Launch of Request for Project Proposals												
12	Task 12 – Review of Proposals and Development of the Shortlist												
	<i>Option period</i>												
1	Task 1 – Convene and Administer PSP												
2	Task 2 – Final Proposal Development and Technical Assistance for Shortlisted Proposals												
3	Task 3 – Convene and Administer IC												
4	Task 4 – Grant Award Process												
5	Task 5 – Potential Second Round of RFA												
6	Task 6 – Oversight and Monitoring of Grants												
7	Task 7 - General Management and Reporting to MCA-Benin II												
8	Task 8 – Implementation of Monitoring & Evaluation												
9	Task 9 – OCEF Closure												
	Deliverables												

Section IV. A Technical Proposal Forms

	<i>Base period</i>												
1	Inception report												
2	Draft & Final Operations Manual												
3	Draft and Final CSE Plan												
4	Draft & Final OCEF ESHSMS												
5	Draft and Final TA Strategy												
6	Draft and Final Economic Analysis Plan including methodology and process												
7	Draft and Final OCEF M&E Plan												
8	Draft and Final GSI Plan												
9	PSP established, including administrative, technical and logistical support												
10	Draft and Final OCEF Database												
11	Launch of RFP												
12	- Information entered into OCEF Database.												

Section IV. A Technical Proposal Forms

	<ul style="list-style-type: none"> - Report summarizing the review and diligence processes leading to the shortlist. - Shortlist TA Plan. - Draft and Final Base Period Final Report 												
<i>Option period</i>													
1	Draft and Final PSP Report												
2	Report summarizing all training and technical assistance provided to shortlist applicants.												
3	Draft and Final IC report including deliberations, recommendations and decisions.												
4	Draft and Final Grant Agreement for each selected grant												
5	All Deliverables as noted from Base Period Task 11 through Option Period Task 4												

Section IV. A Technical Proposal Forms

6	Draft and Final Oversight and Monitoring Plan												
7	<ul style="list-style-type: none"> - Regular and ad hoc cash flow estimations to support MCA-Benin II reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests. - Quarterly Progress Reports - Documented record of all communications with grantees, entered into the OCEF database. - Written record of any OCEF Program grievances brought to FM's attention (to include any response made by FM and referrals to MCA-Benin II) as per MCA-Benin II's Grievance Mechanism. - Annual Review and Planning Report 												

Section IV. A Technical Proposal Forms

8	<ul style="list-style-type: none"> - Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan. - Amendments to the OCEF M&E Plan as needed 												
9	<ul style="list-style-type: none"> - OCEF Closure Plan - Draft and Final OCEF Closing Report 												

[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]
2. Name of Firm [Insert name of firm proposing the staff]
3. Name of Personnel [Insert full name]
4. Date of Birth [Insert birth date]
5. Nationality [Insert nationality]
6. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]
7. Membership in Professional Associations
8. Other Training [Indicate appropriate postgraduate and other training]
9. Countries of Work Experience [List countries where staff has worked in the last ten years]
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

Language	Speaking	Reading	Writing
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11. 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:
12. Detailed Tasks Assigned [List all tasks to be performed under this assignment]
13. 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:

14. 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.]

15. 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

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 : Mr. Samuel O. BATCHO

National Coordinator

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 et copie à info@ucf.bj

Madame, Monsieur

Re: Sélection du Gestionnaire de la Facilité d'Énergie Propre Hors-Réseau

RFP Ref: PP1-UCF-FDP-02

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 MCC⁵. 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:

⁵Disponible sur le site web www.mcc.gov/resources/doc/policy-fraud-and-corruption

- (a) 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.
- (b) 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
- (c) 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]⁶

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 toute contestation ou protestation contre le processus ou les résultats de ce marché ne peut être menée

⁶ [Supprimer dans le cas où aucune association n'est prévue]

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).
4. [autres documents demandés dans les Donnés Particulières de la Proposition]

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.]

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)
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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, Organisation et Dotation en Personnel
 - (c) Approche et méthodologie de la gestion des risques
- (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, Organisation et Dotation en Personnel. 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. Vous devez aussi proposer 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.
- (c) Approche et méthodologie de la gestion des risques. Dans ce chapitre, vous devez proposer une méthodologie pour la gestion des risques qui prend en compte la liste des risques et les solutions pour atténuer ces risques, comme la résolution des contraintes de temps et l'obtention des approbations des livrables

Note: 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			
			12	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
	Base period												
1	Tâche 1 – Mobilisation et Travaux Préparatoires												
2	Tâche 2 – Elaboration du Manuel de Procédures de l'OCEF												
3	Tâche 3 – Elaboration du Plan de Communication et d'Engagement des Parties Prenantes de l'OCEF												
4	Tâche 4 – Elaboration du Système de Gestion Environnementale et Sociale, de Santé et de Sécurité (SGESSS de l'OCEF)												
5	Tâche 5 – Elaboration d'une stratégie de fourniture d'une Assistance Technique aux soumissionnaires												

6	Tâche 6 – Elaboration d’un Plan d’Analyse Economique												
7	Tâche 7 – Elaboration d’un Plan de collecte de données et de Suivi-Evaluation												
8	Tâche 8 – Elaboration d’un Plan d’inclusion sociale et d’intégration du genre pour l’OCEF												
9	Tâche 9 – Assistance Technique et Administrative au Panel de Sélection des Projets (PSP)												
10	Tâche 10 – Gestion globale de la Facilité, Supervision, Suivi et Production de rapports												
11	Tâche 11 - Lancement des Demandes de Propositions de Projets												

12	Tâche 12 - Analyse des Propositions et établissement de la liste restreinte												
	Option period												
1	Tâche 1 – Organisation et gestion du PSP												
2	Tâche 2 – Elaboration des Propositions définitives et Assistance Technique aux Propositions présélectionnées												
3	Tâche 3 – Organisation et Gestion du Comité d’Investissement												
4	Tâche 4 – Procédure d’Octroi des Subventions												
5	Tâche 5 – Deuxième Tour Potentiel de la DPP												
6	Tâche 6 – Supervision et Suivi des Subventions												
7	Tâche 7 – Gestion Globale et Compte rendu au												

	MCA-Bénin II												
8	Tâche 8 – Mise en Œuvre du Plan de Suivi & Evaluation												
9	Tâche 9 – Clôture de l'OCEF												
	Livrables												
	Période de base												
1	Rapport de démarrage												
2	Version provisoire et finale du Manuel de Procédures												
3	Versions provisoire et finale du Plan d'Engagement des Parties Prenantes												
4	Versions provisoire et finale du SGESSS de l'OCEF												
5	Versions provisoire et finale de la Stratégie d'Assistance Technique												

6	Versions Provisoire et finale du Plan d'Analyse Economique notamment la méthodologie et la procédure relatives à cette tâche												
7	Versions provisoire et finale du Plan de Suivi-Evaluation de l'OCEF												
8	Versions provisoire et finale du Plan de l'ISIG												
9	Le Plan de gestion du PSP incluant l'identification, la composition et l'organisation/convocation des membres.												
10	Versions provisoire et finale de la Base de données de l'OCEF												
11	Lancement de la DPP												
12	<ul style="list-style-type: none"> Informations enregistrées dans la 												

	<p>Base de données définitive de l'OCEF</p> <ul style="list-style-type: none"> • Rapport récapitulatif du processus d'analyse et d'étude des propositions ayant abouti à la liste restreinte • Plan d'Assistance Technique à la constitution de la liste restreinte • Version provisoire du rapport finale de la Période de Base • Version finale du rapport de la Période de Base 												
	Période optionnelle												
1	Rapports provisoire et final récapitulatif des formations administrées aux membres												

	aux PSP												
2	Rapport récapitulatif de toutes les formations et l'assistance technique fournie aux soumissionnaires préselectionnés.												
3	Rapports provisoire et final du CI intégrant les délibérations, recommandations et décisions.												
4	Versions provisoire et final de l'Accord de Subvention pour chaque projet sélectionné et devant bénéficier de la subvention												
5	L'ensemble des livrables mentionnés à partir de la tâche 11 de la Période de Base jusqu'à la tâche 4 de la Période Optionnelle												
6	Versions provisoire et finale du Plan de Supervision et de Suivi de l'OCEF												

7	<ul style="list-style-type: none"> - Estimations régulières et ad hoc des flux de trésorerie pour aider MCA-Bénin II dans l'élaboration des rapports à soumettre aux parties prenantes, incluant mais de manière non limitative, les Demandes Trimestrielles de Décaissement adressées à MCC. - Rapports trimestriels de progrès - Consignation de toutes les communications ou échanges avec les bénéficiaires enregistrés dans la Base de données de l'OCEF ; - Rapport écrit des plaintes résultant de l'exécution du Programme OCEF et portées à la connaissance du Gestionnaire de la Facilité (y compris toutes les réponses fournies par le Gestionnaire de la 												

	Facilité et les recours à MCA-Bénin II) tel que prévu dans le mécanisme de gestion des plaintes de MCA-Bénin II - Rapport de Planification et de Revue Annuelle.												
8	- Mises à jour trimestrielles des performances par rapport aux indicateurs de progrès définis dans le Plan de Suivi-Evaluation ; - Modifications du Plan de Suivi-Evaluation de l'OCEF au besoin												
9	- Plan de Clôture de l'OCEF - Version provisoire et finale du Rapport de Clôture de l'OCEF												

[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

1. Financial Proposal Forms in English

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.

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. **Samuel O. BATCHO**, 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

Ladies and Gentlemen:

Re: SELECTION OF OFF GRID CLEAN ENERGY FACILITY MANAGER
RFP Ref: PP1-UCF-FDP-02

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)]⁷ 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:⁸

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,

Authorized Signatory

⁷ Amount must coincide with the ones indicated under total price of Form FIN-2.

⁸ 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".

Name and title of Signatory

Name of Consultant

Form FIN-2. Price Summary

**Re: SELECTION OF OFF GRID CLEAN ENERGY FACILITY MANAGER
RFP Ref: PP1-UCF-FDP-02**

	Price ¹	
	US\$	[Local Currency]
<i>Base Period</i>		
<i>Option Period 1</i>		
<i>Option Period 2</i>		
<i>Option Period 3</i>		
<i>Option Period 4</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: SELECTION OF OFF GRID CLEAN ENERGY FACILITY MANAGER

RFP Ref: PP1-UCF-FDP-02

[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
Base period		
Task 1 - Mobilization and Preparatory Work		
Task 2 - Development of the OCEF Operations Plan/Manual		
Task 3 - Development of OCEF Communications and Stakeholder Engagement Plan		
Task 4 - Development of the OCEF ESHSMS		
Task 5 - Development of a Strategy to Provide TA to Applicants		
Task 6 - Development of an Economic Analysis Plan		
Task 7 - Development of an M&E and Data Collection Plan		
Task 8 - Technical & Administrative Support to the Project Selection Panel (PSP)		
Task 9 - General Management, Oversight, Monitoring & Report		
Task 10 - Launch of RFA		
Task 11 - Review of Proposals and Development of the Shortlist		
Task 12 – Review of Proposals and Development of the Shortlist		

Option period		
Task 1 - Convene and Administer PSP		
Task 2 - Final Proposal Development and Technical Assistance for Shortlisted Proposals		
Task 3 - Convene and Administer IC		
Task 4 - Grant Award Process		
Task 5 - Potential Second Round of RFA		
Task 6 - Oversight and Monitoring of Grants		
Task 7 - General Management and Reporting to MCA-Benin II		
Task 8 - Implementation of Monitoring & Evaluation		
Task 9 - OCEF Closure		

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: SELECTION OF OFF GRID CLEAN ENERGY FACILITY MANAGER

RFP Ref: PP1-UCF-FDP-02

[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

[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 : Mr. Samuel O. BATCHO

National Coordinator

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 et copie à info@ucf.bj

Madame, Monsieur

Re: Sélection du Gestionnaire de la Facilité d'Energie Propre Hors-Réseau

RFP Ref: PP1-UCF-FDP-02

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)]⁹ 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-dessous¹⁰ :

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

⁹Ce(s) montant(s) doi(ven)t coïncider avec celui(ceux) porté(s) au Formulaire Fin-2, Prix Total.

¹⁰ 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. »

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: Sélection du Gestionnaire de la Facilité d’Energie Propre Hors-Réseau

RFP Ref: PP1-UCF-FDP-02

	Prix ¹	
	USD	[Monnaie locale]
Année de base		
Année /Option (1)		
Année /Option (2)		
Année /Option (3)		
Année /Option (4)		
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 – Formulaires 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: Gestionnaire de la Facilité d’Energie Propre Hors-Réseau****RFP Ref: PP1-UCF-FDP-02**

[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
Base period		
Tâche 1 – Mobilisation et Travaux Préparatoires		
Tâche 2 – Elaboration du Manuel de Procédures de		
Tâche 3 – Elaboration du Plan de Communication et		
Tâche 4 – Elaboration du Système de Gestion		
Tâche 5 – Elaboration d’une stratégie de fourniture		
Tâche 6 – Elaboration d’un Plan d’Analyse		
Tâche 7 – Elaboration d’un Plan de collecte de		
Tâche 8 – Elaboration d’un Plan d’inclusion sociale		
Tâche 9 – Assistance Technique et Administrative au		
Tâche 10 – Gestion globale de la Facilité,		
Tâche 11 - Lancement des Demandes de Propositions		
Tâche 12 - Analyse des Propositions et établissement		
Option period		
Tâche 1 – Organisation et gestion du PSP		
Tâche 2 – Elaboration des Propositions définitives et		

Tâche 3 – Organisation et Gestion du Comité		
Tâche 4 – Procédure d’Octroi des Subventions		
Tâche 5 – Deuxième Tour Potentiel de la DPP		
Tâche 6 – Supervision et Suivi des Subventions		
Tâche 7 – Gestion Globale et Compte rendu au		
Tâche 8 – Mise en Œuvre du Plan de Suivi &		
Tâche 9 – Clôture de l’OCEF		
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: Gestionnaire de la Facilité d’Energie Propre Hors-Réseau****RFP Ref: PP1-UCF-FDP-02**

[[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.]

Nom² Poste³ Taux plein personnel-mois⁴

Personnels étrangers			USD	[Monnaie Locale]
		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

BENIN COMPACT II OFF GRID ELECTRICITY ACCESS PROJECT OFF GRID CLEAN ENERGY FACILITY MANAGER TERMS OF REFERENCE

1 INTRODUCTION

1.1 MCC and MCA- Benin II

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 Benin Compact will be implemented for a five-year period and is anticipated to enter into force¹¹ in September 2016. A Millennium Challenge Account entity, Millennium Challenge Account-Benin II (“MCA-Benin II” or “MCA”), will implement the Compact program. MCA-Benin II is a legal entity in Benin and is governed by a public-private Board of Directors accountable to the President of the Republic of Benin.

¹¹ Entry into force is the commencement of the MCC’s Compact five-year effectiveness period.

The Compact is available online at www.mcc.gov [here](#).

1.2 Benin Power Compact

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. Despite average growth of 4% over the last decade, continued population growth (3.5% per year over the same period) 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 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, and diminished well-being and economic opportunity for households.¹²

The Benin Compact II 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:

- **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. The energy efficiency sub-activity contemplated as part of this project may include energy audits of public and/or industrial facilities.
- **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.
- **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

¹² 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.

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.

- **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 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 and the focus of this terms of reference is the first bullet below:
 - **Off-Grid Clean Energy Facility:** The facility would finance off-grid clean energy solutions (e.g., small-scale biomass, solar and hybrid systems), continuity of service for critical public infrastructure (such as hospitals and water supply), renewable energy sources devices for individual families and communities, 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 Compact resources through partnerships with private companies, NGOs, communities or other entities that demonstrate viable off-grid, clean energy solutions for Benin. The most promising partners will be selected based on a strict set of criteria, including that each proposal must meet an economic rate of return of ten percent or higher.
 - **Enabling Environment for Off-Grid Electricity:** Given that the Off-Grid Clean Energy Facility 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.

Of the \$375 million Compact, \$100 million is contingent upon the completion by the Government of Benin of policy reforms. For the Generation Project, the release of \$80 million is contingent on meeting conditions related to the development of an IPP framework, the release of a competitive solicitation for an IPP, and compliance with a Tariff Plan and Government Arrears Payment Plan. For the Off Grid Electricity Access Project (\$45.39 million total, including \$5 million to create an environment for the off-grid electricity and \$40 million for the Off Grid Clean Energy Facility), the release of \$20 million is contingent on the Government creating and then implementing an Off-Grid Policy. Specifically, this Condition Precedent requires that, within two years of Entry into Force, the GoB has implemented an Off-Grid Policy satisfactory to MCC that will include, inter alia: (a) clear institutional roles and responsibilities within the

Government for off-grid electricity; (b) a procedural framework for licenses and/or concessions of off-grid electricity generation; (c) clarification with respect to ownership, operation and technical standards of off-grid electrical networks; and (d) tariff methodology associated with off-grid electricity generation to provide incentives for private sector participation and ensure sustainability. The Off-Grid Enabling Environment consultancy is expected to be mobilized in spring 2016.

1.3 OCEF Overview

MCA-Benin II, serving as the Client, will hire a facility manager (the “Facility Manager”, “FM”) to develop and implement the Off-Grid Clean Energy Facility (hereafter known as the “OCEF”).

The OCEF will increase access to electricity for currently unconnected population in rural and peri-urban areas by mitigating initial cost and investment barriers in the off-grid electricity sector. OCEF will seek to leverage Compact funding through partnerships with private companies, non-governmental organizations, communities or other entities that demonstrate viable off-grid, clean energy solutions for Benin.

The objectives of the OCEF are to:

- improve the availability of and access to electricity for public infrastructure, communities, enterprises, cooperatives and individual households,
- stimulate Benin’s off-grid electrification market, and
- increase adoption of energy efficient practices and appliances.

OCEF grants will target four key areas:

- 1 **Critical public infrastructure** such as water treatment and pumping facilities, street lighting, hospitals, public health clinics, courts, universities, schools and other community infrastructure. The focus of this window is to install off-grid power generation equipment and accompanying electrical systems along with an administrative framework for operations and maintenance to ensure continuous delivery of critical services.
- 2 **Community and commune-level electricity generation and distribution** to provide relevant equipment/systems along with training and other support for billing, operations and maintenance, with the concerned communities or communes. While OCEF grants will not fund agricultural equipment specifically, project proposals related to productive uses of electrical power (e.g. drip irrigation, refrigerated storage, or other agricultural processing equipment) are encouraged, and grantees could count purchase of equipment towards the matching fund requirement.
- 3 **Household energy services.** This window will support businesses that import, sell, distribute, install and repair household-level PV technologies. While such businesses already exist in some urban areas, the purpose, amongst others, of this window, is to ensure that technologies which are available to off-grid customers are affordable to those who cannot pay a lump sum upfront for such technology. For example, cellular penetration in Benin is very high and mobile banking is growing very rapidly, providing opportunities for

entrepreneurs entering the market with lease to own, pay as you go, franchising or other business models. Proposals that encourage productive uses of electricity at the household level or that relieve women's time and labor burdens will be of particular interest.

- 4 **Energy efficiency measures.** Energy efficient appliances and equipment reduce lifecycle costs for electricity customers and reduce energy demand both on and off the grid. The focus of this grant window would be to support business models for the deployment of energy efficiency measures for government, household, and commercial users. This window will be closely linked with the Energy Efficiency Sub-Activity, as noted in Section 1.2. The OCEF could provide matching funding to implement the recommendations of these audits.

As noted in the previous section, the MCC Compact includes a policy condition related to the enabling environment for off-grid electrification that must be met before \$20 million in funding (half of the total budget for OCEF) will be released, and before any OCEF funding may be used for mini-grid grant awards. Therefore, the Facility Manager will need to coordinate closely with MCA-Benin II as well as the Consultant supporting the Off-Grid Enabling Environment to monitor progress on meeting this policy condition and incorporate this information into the OCEF workplan pertaining to the release of the grant solicitation for the mini-grid window of the OCEF.

It is expected that the OCEF will select a maximum of twenty-five (25) grantees to receive financial support from the OCEF. Those grantees will be selected through one or two rounds of calls for projects due to the condition related to the enabling environment for off-grid electrification¹³. Each grant will range from \$100,000 to \$5 million, and will require a matching percentage contribution, either in-cash or in-kind, from the grantee. For private sector companies, this contribution will be 50% of the total project cost. Non-profit organizations, communities, government entities and other organizations outside of the private sector will be expected to contribute 15% of the total project cost in-cash or in-kind.

1.4 Accountable Entity

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

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

¹³ It is assumed that the first round of call for projects will generate a hundred projects while the second, fifty projects.

- **Fiscal Agent (“FA”):** The Fiscal Agent is a contractor hired by MCA-Benin II 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-Benin II responsible for managing all the procurement activities associated with the Compact.
- **Project Environmental, Social, and Management Consultant (“PESMC”):** MCA-Benin II will retain the services of a firm to assist it in the performance of its role as the AE as it relates to the infrastructure projects included in the Compact program. Such firm will provide a range of program management and support functions on behalf of MCA-Benin II.
- **Design Consultants:** MCA-Benin II has engaged, or is in the process of procuring, several engineering consultants to prepare detailed designs and environmental impact assessments as well as construction tender documents for some of the Compact projects.
- **Contractors:** MCA-Benin II will, with the support of the PESMC, procure a number of contractors who will be engaged to implement Compact projects under design-bid-build, design-build, or other alternative delivery mechanisms. The primary roles and responsibilities of these Contractors will be execution of works.

1.5 Implementation Arrangements

MCA-Benin II will sign Implementing Entity Agreements (“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 which have been identified to date:

- **Ministère de l’Energie, de l’Eau et des Mines (MEEM):** MEEM is responsible for formulating and monitoring the implementation of sector policy regarding the electric power sector in Benin and will be an IE under the Compact responsible for supporting the implementation of aspects of Compact projects on behalf of MCA-Benin II.
- **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.
- **Agence Béninoise d’Électrification Rurale et de Maîtrise de l’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 as well as the Enabling Environment for Off-Grid Electricity Activity under the Off-Grid Electricity Access Project on behalf of MCA-Benin II. Pending the outcome of the “Off-Grid Enabling Environment” Consultancy, it is expected that ARE will have some involvement in licensing mini-grids and maintaining some set of standards for safety, quality of service, etc.
- **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 Electricity Generation Projects and aspects of the Policy Reform and Institutional Strengthening Project on behalf of MCA-Benin II.
- **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 of electric power 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-Benin II.

For a more extensive discussion of the structure of the power sector in Benin, refer to Annex A to these TOR, “Overview: Electricity Sector of Benin”.

1.6 Project Implementation Structure

The roles of key entities in oversight, decision-making, management and implementation of OCEF Project are outlined in the table below.

Entity	Responsibilities
MCC	<ul style="list-style-type: none"> • Provides “No Objection” to the selection of the FM. • Provides “No Objection” to the Operations Manual. • Controls the quarterly disbursement of funding for the OCEF Facility

Entity	Responsibilities
	<p>Manager and grantees.</p> <ul style="list-style-type: none"> • Conducts independent technical oversight of OCEF grant administration and grantees. • Provides “No Objection” to members of the Investment Committee and Project Selection Panels (PSPs). • Provides a “No Objection” to the short-list proposed by the PSP and to grant award decisions made by the Investment Committee.
MCA-Benin II	<ul style="list-style-type: none"> • Remains the Accountable Entity responsible for the implementation of the OCEF. • Awards, administers, and ensures the effective execution of the OCEF Facility Manager contract. • Coordinates communication regarding OCEF with the Government of Benin and other stakeholders as required. Supervises and approves quarterly financial requests from the Facility Manager and submits to MCC for no objection. • Proposes members of the Investment Committee and provides approval for Project Selection Panel members, the short-list proposed by the PSP, and the grant award decisions made by the Investment Committee. • Responsible for the oversight and management of the FM as well as holding fiduciary responsibility for grantee disbursements in conjunction with the MCA-Benin II Fiscal Agent per the existing Fiscal Agent Agreement. • Follow up of implementation of projects
Investment Committee	<ul style="list-style-type: none"> • Considers and makes decisions with respect to project proposals submitted by the Project Selection Panel and the Facility Manager. • Members may include representatives from MCA-Benin II, MCC, and relevant GoB stakeholders.
Project Selection Panel	<ul style="list-style-type: none"> • Validates shortlisted proposals to be developed for further consideration. • Approves technical assistance plans for shortlisted grant applicants. • Recommends proposals for funding to the Investment Committee.
Facility Manager ¹⁴	<ul style="list-style-type: none"> • Develops an Operations Manual for the administration of OCEF consistent with MCC and MCA guidance. • Coordinates grantmaking process as described in this terms of reference,

¹⁴ This outline of responsibilities is only illustrative, and may not be relied upon for determining the legal commitments, roles and responsibilities of the Contractor.

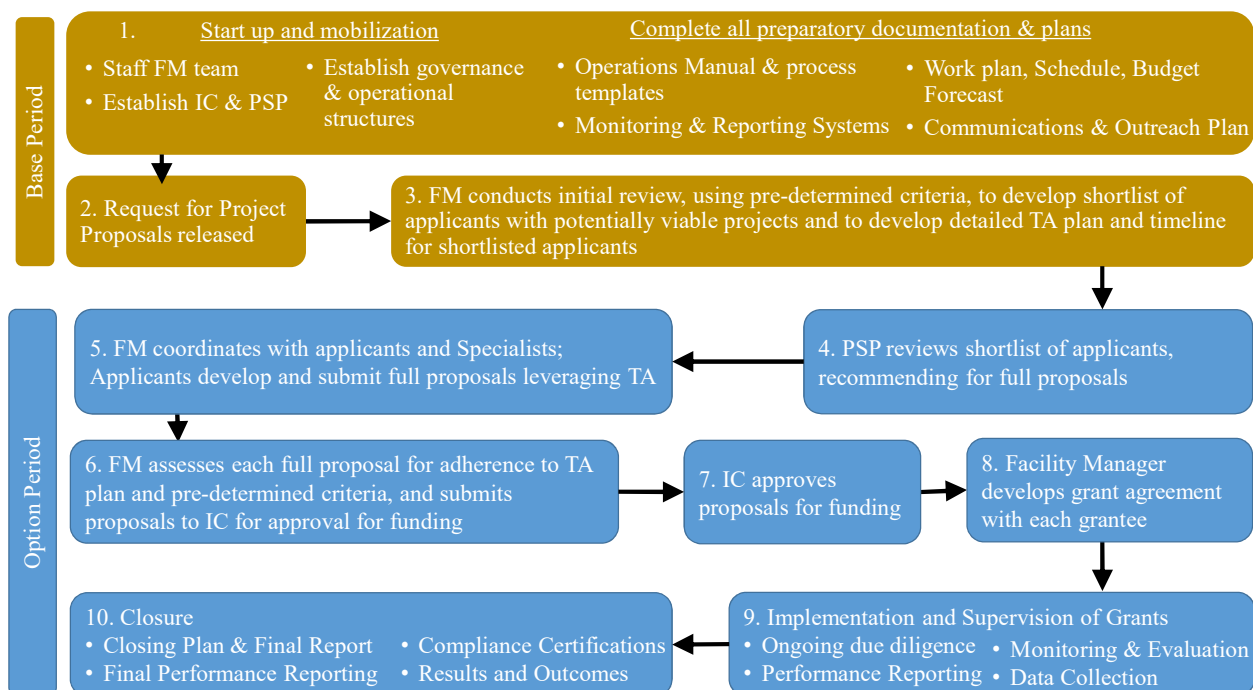
Entity	Responsibilities
	<p>including:</p> <ul style="list-style-type: none"> ○ Development of Request for Applications. ○ Monitoring of project proposals and coordination of technical support to potential grantees as identified by the Project Selection Panel. ○ Supporting the Investment Committee and the process of final grant awards. ○ Grant administration, quality assurance, and support of MCA-Benin II's fiduciary oversight of grantees. ○ Grant reporting to MCA. <ul style="list-style-type: none"> ● Responsible for general management and reporting for the OCEF.

2 SCOPE OF SERVICES

The Facility Manager is responsible for accomplishing the OCEF objectives defined above, by developing processes and managing the entire grant making process for OCEF while adhering to MCA-Benin II and MCC investment criteria, policies and guidelines.

The flow chart below provides an overview of the process.

Indicative Benin Compact OCEF Flow Chart



2.1 Tasks & Deliverables (Base Period)

The primary purpose of the Base Period is for the FM to establish a presence in Benin and to develop and put in place all of the necessary plans, processes, documents and governance required for the launch of the OCEF Request for Applications (RFA) In addition, the Base Period will include the release of the RFA, a detailed review and due diligence of all proposals received, the development of a shortlist, including a technical assistance plan. The Base Period will conclude with submission of the base period report, including the proposal review, shortlist and technical assistance plan.

In general, the FM will be responsible for the implementation, administration, and oversight of the OCEF. The FM will develop the administrative framework for the implementation of the OCEF, as detailed further below and will supervise and provide quality assurance for the grant-making process, from the development of an RFA through the final close-out of each grant. The FM will coordinate its work with all MCA-Benin II directorates, including Operations, Procurement, Administration and Finance, Office of the General Counsel, Communications, and Monitoring and Evaluation. The FM will also coordinate with Government of Benin entities at the national and sub-national level, as directed by MCA-Benin II.

2.1.1 Task 1 – Mobilization and Preparatory Work

- Mobilize staff and establish offices in Cotonou, preferably co-located with the MCA-Benin II offices.
- The Facility Manager will conduct a kick-off meeting in Cotonou three weeks after award where the Facility Manager will present a draft of the Base Period Work Plan and both the

MCA-Benin II and the Facility Manager will present their respective teams and will discuss planning and identify priority issues.

- The Facility Manager will develop an inception report and detailed work plan (Base Period Work Plan) for the implementation of all tasks during the Base Period. The Facility Manager will conduct an extensive review of documents to be provided by the MCA-Benin II along with other relevant documentation at the disposition of the FM to develop the Base Period Work Plan. At a minimum, the Base Period Work Plan will include the timing, sequencing, critical path, interdependencies, resources required and parties responsible for the tasks specified in this terms of reference, including but not limited to:
 - Draft and final versions of the OCEF Operations Manual (see Task 2 for more details).
 - Development and release of the RFA.
 - Creation of a database to store proposal information.
 - Preliminary assessment of grant proposals.
 - Identification of technical assistance required for grantees, etc.

Task 1 Deliverables

Inception report including:

1. Draft & Final Base Period Work Plan.
2. Fully staffed and operational home office in Cotonou.
3. Kick off meeting completed.

2.1.2 Task 2 – Development of the OCEF Operations Manual

- The Facility Manager will develop a comprehensive Operations Manual for the entire life of the OCEF. The development of the Operations Manual will be informed by both the guidelines and criteria established by MCA-Benin II and MCC to date (including a General Directives document created during compact development that outlines the OCEF, an internal report generated following a Call for Ideas, a preliminary communications plan, and a draft terms of reference for the PSP), and the previous experience of the FM and its knowledge of best practices implemented by similar grant facilities.
- The Operations Manual should include:
 - Roles and Responsibilities for MCA-Benin II, MCC, the PSP, the IC and other stakeholders (e.g., ABE, ARE, ANADER, ABERME, ABENOR)
 - Detailed descriptions of the grant process, including:
 - Procedures for solicitation, application, qualification, award and implementation.

- Communications procedures governing interactions with applicants.
 - Methodology for conducting preliminary analysis and due diligence guidelines (including site visits).
 - Methodology for assessing applicant proposed contributions for projects to fulfill matching requirements (50% for private sector and 15% for NGOs, public sector and communities).
 - Procedures to provide technical assistance to applicants in the context of improving shortlisted proposals for final consideration.
 - Procedures for technical quality assurance, fiduciary oversight, financial reporting and audit.
- Monitoring and oversight procedures during grant implementation, including specific standards for the review and acceptance of grantee milestones and the disbursement of funds.
 - Templates and forms for the formal grant making process, including proposals, business plans, gender and social inclusion plans, adherence to IFC Performance Standards, Grant Agreements, etc. that will be included in relevant annexes.
 - In the body of the document or in annexes as relevant, detailed descriptions of operating principles and policies, including:
 - Criteria for eligibility, evaluation and award.
 - Conformance to IFC Performance Standards and MCC policy regarding environmental and social safeguarding in which no project will be funded that causes harm or is likely to cause harm to the environment or people.
 - Strategies to ensure inclusive project benefit to women, the poor and other potentially marginalized groups of customers.
 - A detailed list of project monitoring indicators, including detailed definitions and collection methodologies as well as baseline and target information.
 - Process for conducting economic analysis of proposals per an approved methodology that is consistent with the MCC Guidelines for Economic Analysis that meets MCC's 10% Economic Rate of Return (ERR) requirement.
 - Formats for grantees to present their proposed grant budgets, and detailed reporting formats for grantees to use during implementation of the grant.
- The Operations Manual will be the guiding document for the management of the OCEF. It will be, as such, a living document and will be updated on the basis of information gathered

during the base period of implementation. The Operations Manual, and any significant subsequent amendment, will be subject to approval by the MCA-Benin II and no-objection by MCC.

- Experience has shown that maintenance after the initial implementation period, including the availability of replacement equipment when components fail, is crucial to the success of off-grid electricity projects. Lack of such maintenance and sustainable servicing after initial installation has led to the failure of numerous energy initiatives. Therefore proposals are expected to provide for maintenance and sustainability such that electrification continues for the indefinite future after the initial installation and implementation period.

Task 2 Deliverables

1. Draft & Final Operations Manual (and Annexes as described in the below tasks).

2.1.3 Task 3 – Development of OCEF Communications and Stakeholder Engagement Plan

- The Facility Manager will develop, in consultation with MCC guidelines and coordinated with the MCA-Benin II plans for communications and stakeholder engagement, a detailed communications and stakeholder engagement plan (CSE Plan) describing how the OCEF will engage applicants and stakeholders. The CSE Plan will be an Annex to the Operations Manual.
- The communications component will:
 - Describe the national, regional and international outreach and awareness efforts.
 - Target national, regional and international private sector, local communities, local NGOs, international NGOs, and public entities in GoB
 - Detail the tools used for an awareness campaign (media sources and messaging) including facilitating forums to explain, among others, the objectives, eligibility criteria, proposal process and implementation process.
 - Incorporate lessons learned from the awareness campaign conducted in preparation for the Call for Ideas (launched in February 2015 by MCC and the Government of Benin).
 - Include gender, social inclusion and poverty considerations, with an objective of maximizing participation of businesses owned by women and grant award projects that have positive impacts on women, the poor and other disadvantaged groups.
- The stakeholder engagement component will:
 - Detail the different groups of stakeholders involved, when, and how MCA-Benin II, via the OCEF, will engage them to provide input into activity design, updates on progress, information on next steps, and to validate their progress. Activities that will be included in the stakeholder engagement component may include:

- Engage communities in areas of Benin identified as key targets for off-grid electrification; both locally elected officials and targeted individual beneficiaries (especially women’s groups)
- Describe a strategy for encouraging partnerships among project proponents, such as matching of organizations with local knowledge with those with international technical experience or facilitating the joining of similar/smaller projects as required or when applicable.
- Engage key government institutions in Benin: ANADER, ABERME, ARE, ABE, ABENOR among others
- Consult key development partners

Task 3 Deliverables

1. Draft and Final CSE Plan

2.1.4 Task 4 - Development of the Environmental, Social, Health & Safety Management System (OCEF ESHSMS)

The OCEF is classified as a Category D project according to MCC’s Environmental Guidelines (2012), because it involves an intermediate facility that will use MCC funding to finance subprojects. However, projects proposed to the OCEF may potentially result in adverse environmental and social impacts, including involuntary resettlement and/or temporary displacement/boundary disputes, and therefore should be subject to risk screening and a determination made as to what type of study is required. MCC Environmental Policy requires that all subprojects comply with (1) relevant national environmental laws and regulations including environmental and social impact analysis procedures, and (2) the IFC Performance Standards on Environmental and Social Sustainability.

For all grantees, environmental and social impact analyses (including potential resettlement) and associated documents must be developed with public consultation and made available in a public place accessible to potentially affected parties. The FM is expected to monitor the environmental, social, health and safety performance of the grantees and submit to MCA-Benin II periodic reports on the implementation of its portfolio.

As mandated by IFC Performance Standard 1 (PS-1), MCA-Benin II is putting in place an Environmental, Social, Health and Safety Management System (ESHSMS) to ensure that all activities financed under the Compact are undertaken in compliance with applicable Beninese environmental and social legislation and regulations, MCC’s Environmental Guidelines, and the IFC Performance Standards. Because the OCEF is a financial intermediary interposed between MCA-Benin II and the activities the fund will support with grants, it will need to have its own ESHSMS for the purpose of ensuring that those activities meet the objectives of MCA’s ESHSMS.

The OCEF ESHSMS will be an Annex to the Operations Manual and will have the following components, as required by IFC PS-1:

- A policy statement aligned with the MCA ESHSMS and endorsed by MCA-Benin II management.
- A description of the organizational capacity, staffing, responsibilities and accountability the FM will put in place for managing environmental and social performance (ESP) aspects of the OCEF's operations.
- Procedures for screening projects in accordance with IFC Performance Standards that should eliminate any proposed project that involves activities MCC is prohibited from financing, as defined in Section 2 and Appendix A of the MCC Environmental Guidelines.
- Procedures for assessing and managing environmental and social risks, gauged to the severity of potential impacts, including distinguishing among projects that require site-specific Environmental, Social, Health and Safety Management Plans (ESHSM), or the application of good practice guidelines, ESIA, or no further environmental, social, health and safety management.
- Procedures for monitoring the environmental and social performance of OCEF's portfolio of subprojects and providing periodic progress reports to MCA-Benin II.
- Arrangements for ESP awareness-raising and training of OCEF staff, consultants and grantees.
- A description of the arrangements for safeguarding the rights, health and safety of OCEF staff and contractors in accordance with PS-2 and MCA's ESHSMS.
- With respect to disclosure and stakeholder engagement, ESHSMs and ESIA are to be prepared in consultation with affected communities and other stakeholders. Draft ESP instruments are to be disclosed for comment on the OCEF or MCA-Benin II website and in the affected community(ies) prior to making a funding decision.
- Workers rights, workplace health and safety, and grievance mechanism can be patterned after the corresponding elements of the MCA ESHSMS.

Task 4 Deliverables

1. Draft & Final OCEF ESHSMS

2.1.5 Task 5 - Development of a Strategy to provide Technical Assistance to Applicants

While it is expected that applicants will provide in their applications all the necessary information to allow for proper assessment of the investment opportunity and award of the grant, based on MCC experience in similar facilities, it has learned that technical assistance (TA) is typically required to assist applicants in developing full applications that meet Compact requirements including targeting the poor, developing monitoring and evaluation plans and adherence to IFC's Performance Standards.

The FM will develop a plan for delivering TA to shortlisted applicants (TA Strategy), which will be an Annex to the Operations Manual and will have the following components:

- Description of how proposals will be assessed for TA requirements and the TA provided, including how the necessary experts will be procured quickly and in sufficient numbers to provide the TA immediately after shortlisting, i.e., provide for surge capacity in mobilizing the necessary specialists in number and expertise.
- TA could include training and/or consultation on many elements of project development, including but not limited to: guidance to draft and/or improve upon ESP instruments, advise applicants on ESHS elements of project design and operation, and gender and social inclusion components, M&E, economic analysis, etc.

Task 5 Deliverables

1. Draft and Final TA Strategy

2.1.6 Task 6 – Development of an Economic Analysis Plan

- Based on MCC’s ERR criteria, the FM in coordination with MCA-Benin II and MCC, will develop a methodology for economic analysis for each window to assess the ERR criteria.
- The FM should be familiar with the MCC facility guidance and guidance for economic analysis and to the extent possible develop the methodology for economic analysis for each window based on the principals proposed by the guidance.
- The FM will develop a process for conducting this analysis for each shortlisted proposal, per the approved methodology. This process will include a template for applicants to provide information sufficient to conduct the ERR.
- The FM, in coordination with MCA-Benin II and MCC, will propose a list of data to be presented by the shortlisted proposal. These may include data on the potential number of customers, area to be supplied in the case of mini-grids, for example, and so on.
- According to the MCC facility guidance (under development), small proposals may not need full ERR calculations. The FM will determine criteria within each window to categorize proposals by type of analysis that would be required.

Task 6 Deliverables

1. Draft and Final Economic Analysis Plan including methodology and process
2. All the excel files (templates) to be used by applicants or third persons to present information for and/or calculate the ERR
3. A list of all primary and secondary data to be used in the ERR calculations

2.1.7 Task 7 – Development of an M&E and Data Collection Plan

- As the focus and objectives of the OCEF become more strongly defined, the FM will collaborate with MCA-Benin II and MCC to outline the expected program logic/theory of

change for the different grant windows. This program logic shall outline all of the expected outputs as well as short, medium, and long-term outcomes for the OCEF.

- The OCEF program logic will be documented in the OCEF M&E Plan. Based on this program logic, the FM will collaborate with MCA-Benin II and MCC to develop plans for conducting monitoring and evaluation and data collection to assess the extent to which the expected results of the OCEF activity are met. These plans must be approved by MCA-Benin II and MCC through the “OCEF M&E Plan” which will be informed by the broader Compact M&E Plan.
- This OCEF M&E Plan will define a list of monitoring indicators for individual grants as well as for the project as a whole, which must be collected on a regular basis throughout the implementation of projects funded by the OCEF. These indicators will include outputs as well as short and medium term outcomes. The FM will collaborate with MCA-Benin II and MCC to identify and define this list of indicators, and then will be responsible for collecting and providing data in support of the identified indicators during the option period.
- The OCEF M&E Plan shall include indicators to monitor and evaluate environmental and social performance as well as collection of gender and social inclusion data.
- The FM must also collaborate with MCC’s Independent Evaluators. All MCC Projects are subject to an independent evaluation by a firm contracted directly by MCC. Though independent, MCC’s Independent Evaluators rely on the collaboration and participation of project implementers, including the FM. Thus, full cooperation of the FM with the Independent Evaluators is expected.

Task 7 Deliverables

1. Draft and Final OCEF M&E Plan
2. Updated OCEF M&E Plans, as necessary

2.1.8 Task 8 - Development of an OCEF Gender and Social Inclusion Plan

The FM will collaborate with MCA-Benin II and MCC to develop a process for ensuring gender integration, social inclusion, and targeting of poor and rural customers. This OCEF Gender and Social Inclusion Plan (“OCEF GSI Plan”) should be informed by the broader Compact Social and Gender Integration Plan and MCC’s Gender Policy and Gender and Social Inclusion Milestones and Operational Procedures. This OCEF GSI Plan will:

- Establish GSI criteria for each window of the RFA, the review of shortlist proposals, and disbursements for selected projects. These criteria will require applicants to consult their prospective project beneficiaries and describe a strategy for addressing the needs of women, poor, rural and vulnerable populations.
- Provide templates and guidance to assist applicants with GSI requirements.

- Contain indicators to monitor gender and social inclusion and the impact on poor and rural beneficiaries; ensure that these indicators are included in the OCEF M&E Plan.

Task 8 Deliverables

1. Draft and Final GSI Plan

2.1.9 Task 9 – Technical & Administrative Support to the Project Selection Panel (PSP)

The PSP will consist of public and private members with experience in the field of electric power and experts in clean off-grid energy solutions, including solutions to benefit the rural poor and decrease women’s time and labor burdens. The PSP is responsible for assessing the shortlisted project proposals as screened by the FM. The PSP will make a final list of recommendations for proposals to be further developed for consideration by the IC.

The PSP will likely include 7 voting members, with a majority constituting a quorum and PSP members will be compensated by MCA-Benin II for their service in line with international best practices. MCC and MCA-Benin II will have observer status on the PSP.

- The FM will utilize MCA-Benin II guidance to develop a process for the PSP. The process will include: PSP composition, appointment, organization/structure, governance, operation, level of effort, and documentation. All of this information shall be included in the OCEF Operations Manual.
- The FM will identify PSP members, who will be approved by MCA-Benin II and submitted for no-objection to MCC.
- The FM will clearly document the evaluation and decision making processes of the PSP and archive all submitted and/or developed PSP documentation. The FM will ensure all administrative and logistical support to the PSP. All PSP processes will require MCA approval and MCC no-objection.

Task 9 Deliverables

1. A plan for managing the PSP including identifying, constituting and convening members.
2. PSP established, including administrative, technical and logistical support.

2.1.10 Task 10 - General Management, Oversight, Monitoring & Reporting

As part of its overall mission of executing the OCEF, the FM will conduct all standard project management tasks, archiving/documentation and reporting required to allow MCA-Benin II and MCC to monitor OCEF activities and progress in real time. These include among other things:

- Regular consultation meetings with MCA-Benin II and MCC
- Regular written reporting of all meetings, missions, workshops and consultations
- Monthly and quarterly reports

- The FM will develop, in coordination with MCA-Benin II and MCC, a centralized database (“OCEF Database”) in Microsoft Access (or an acceptable equivalent) that has the capacity to track full detailed information and documentation of each OCEF project proposal (and related partners) through grant award. The database must provide a clear audit trail of all applicants and associated partners, whether or not funded by the OCEF and will provide information on the progress and status of each project proposal. The database will be developed during the Base Period and managed throughout the term of the OCEF. At a minimum, the database should contain the following, which may increase with MCA-Benin II consultation:
 - Basic level information on each project proposal (phase, contacts, location, award amount, window, category of investment, key deliverables etc.)
 - Detailed level information for every proposal as it moves to full proposal level and into grant award (progress tracking, financial data on grant, target beneficiaries, impact, social & gender analysis and inclusion strategies/activities, environmental, disbursement, cost sharing modalities, technical assistance, risks, ERR, etc.)

Task 10 Deliverables

1. Ongoing meetings, reporting and documentation (as noted in above task)
2. Draft and Final OCEF Database

2.1.11 Task 11 – Launch of Request for Applications

This task encompasses the period leading up to the launch of the RFA, the launch itself, and activities to be conducted during the open period until the submission deadline for proposals. The FM will receive, register, and track the intake of submissions in response to the RFA.

- Conduct communications and outreach according to the CSE Plan leading up to the launch of the RFA.
- Draft RFA for approval.
- Launch the RFA for all OCEF windows in accordance with the conditions set out in the Operations Manual.
- Provide information or respond to queries and requests for clarification relating to the RFA, including holding information sessions.
- Provide written notification to applicants informing receipt of their proposal using standard form letter.

Task 11 Deliverables

1. Draft and final RFA
2. Launch of the RFA

3. Summary Reports of Information Sessions held and documentation of questions received and responses sent to applicants
4. Package of all proposals received, and notification letters sent

2.1.12 Task 12 – Review of Proposals and Development of the Shortlist

- The FM will review proposals received and create a shortlist of submissions in accordance with the Operations Manual and MCA-Benin II guidance. This includes:
 - Conducting a review, using pre-determined evaluation criteria specified in the Operations Manual, including all Annexes, to develop a shortlist of applicants with potentially viable projects.
 - Conducting due diligence of potential shortlisted projects, including site visits and holding consultations with potential shortlisted applicants as appropriate.
 - For each shortlisted proposal, creating a technical assistance plan (each a “Proposal TA Plan” together, the “Shortlist TA Plan”) as described in 2.1.5.
 - For each shortlisted proposal, enter information in the OCEF Database to track proposals.
 - Creating a list of proposals, with explanations, that should not be shortlisted because proposed activities are prohibited by the MCC Environmental Guidelines or are not likely to be approved for funding because of restrictions in one or more of the Performance Standards. A list of proposals that satisfy standards but nonetheless are not shortlisted shall also be prepared, with explanation as to why they are not shortlisted, including budget considerations.
- The FM will also develop a Base Period Final Report. This report will include an overview of all activities, results undertaken and its impact during the Base Period, including an overview and summary and the lessons learned and best practices determined as a result of the Base Period.

Task 12 Deliverables

1. Information entered into OCEF Database.
2. Report summarizing the review and diligence processes leading to the shortlist.
3. Shortlist TA Plan.
4. Draft and Final Base Period Final Report.

2.2 Tasks & Deliverables (Option Period)

Based on the performance of the Facility Manager during the Base Period, the FM can be selected to exercise an Option Period for the remaining years of the Compact. The primary

purpose of the Option Period is to carry forward the work from the Base Period by shepherding shortlisted proposals through to final grant award and then implementing grants according to the OCEF Operations Manual.

2.2.1 Task 1 – Convene and Administer PSP

The FM, in coordination with MCA-Benin II, will convene and administer the Project Selection Panel to review shortlisted proposals (and Shortlist TA Plan) and approve for final proposals, including:

- Convening the PSP and provide training to ensure consistency of standards for review of proposals among PSP members in accordance with the Operations Manual.
- Managing all logistical preparations, including travel arrangements for PSP members, etc.
- Managing all administrative aspects, including development of an agenda, overseeing PSP deliberations, and recording discussions.
- Providing a written notification to the applicants informing the outcome of their proposal.

Task 1 Deliverables

1. Summary Report of training delivered to PSP
2. Draft and Final PSP Report based on the PSP’s deliberation and recommendations

2.2.2 Task 2 –Final Proposal Development and Technical Assistance for Shortlisted Proposals

The FM will provide technical assistance and support, through its Specialists, to shortlisted applicants to develop final proposals that meet all criteria set forth in the Operations Manual.

- Based on the Shortlist TA Plan, the FM will provide shortlisted applicants with technical assistance, if necessary, to support their submission of final proposals.
 - The FM will convene interested shortlisted applicants to provide a set of technical trainings to improve proposals in areas identified as general weaknesses across proposals in the Final PSP Report. Topics for trainings may include further explanation of ESP requirements, including those contained in the ESHSMS, how to conduct economic analysis, gender and social inclusion requirements, general proposal writing advice, among others.
 - In addition, the FM, based on the specific needs identified in the Shortlist TA Plan will provide support to individual shortlisted proposals, including guidance to improve ESP and gender and social inclusion components, including those requirements contained in the ESHSMS, M&E, economic analysis, etc.
 - The FM will review draft ESHSMPs, ESIAAs, or good practice guidelines for each subproject, advise the applicant on necessary revisions, and ensure that the cleared drafts of ESHSMPs or ESIAAs are disclosed on the OCEF and/or MCA website and in the area affected by the subproject. The announcement of disclosure will include the arrangements for stakeholders to submit comments on the draft, either in public meetings or in writing, depending on the nature of the proposed activity. The

applicant will incorporate comments received in the drafts and produce the final versions, which the FM will review and disclose on the websites.

- The FM will conduct final verification that proposals recommended by the PSP comply with all criteria in the Operations Manual.
- For proposals recommended by the PSP, the FM will also determine the following:
 - Performance Standards triggered or likely to be triggered
 - The type of ESP instrument the applicant must prepare

Task 2 Deliverables

1. Report summarizing all training and technical assistance provided to shortlist applicants.
2. The FM will provide the final proposals and a summary report to the IC for their formal approval.

2.2.3 Task 3 – Convene and Administer IC

The FM, in coordination with MCA-Benin II, will convene and administer the Investment Committee to review final proposals and select those for grant award, including:

- Convening the IC and provide in-briefing to orient the IC members.
- Managing all logistical preparations for IC members.
- Managing all administrative aspects, including development of an agenda, overseeing IC deliberations, and recording discussions.
- Ensure that all proposed budgets of recommended project proposals have undergone thorough and robust assessment and approvals from OCEF governing bodies and the budgeted amounts are equivalent to the anticipated costs required to achieve the grant objectives.

Task 3 Deliverables

1. Draft and Final IC report including deliberations, recommendations and decisions.

2.2.4 Task 4 – Grant Award Process

Following MCC no-objection to the selected final proposals, the FM will support MCA-Benin II in negotiation of Grant Agreements with applicants. In accordance with the Operations Manual, the Grant Agreement will specify the conditions for the award of the grant, including information on the project's contribution to the appropriate OCEF window objectives, tasks, roles and responsibilities, milestones, disbursement schedule, and the expected social and economic impact, etc. A key step in effecting compliance is incorporation of enforceable covenants in grant agreements obligating the grantees to implement key instruments including ESP.

- The FM will work with selected applicants to complete Grant Agreements, and submit to MCA-Benin II for approval.
- The FM will work with MCA-Benin II and selected grantees to facilitate signature of the Grant Agreements.

- The FM will organize any formal ceremonies of signing of Grant Agreements and will ensure the publication of notices of awards, including the names of the recipients, the brief description of the selected projects and the grant amount (on the website of MCA-Benin II and other organizations).

Task 4 Deliverables

1. Draft and Final Grant Agreement for each selected grant

2.2.5 Task 5 – Potential Second Round of RFA

As noted in Section 1.3, a portion of the OCEF funding is conditioned on certain policy achievements. Based on this fact, and the number of quality proposals received under the first RFA, it may be necessary to conduct a second RFA process.

- Conduct second RFA round to include all work from Base Period Task 11 through Option Period Task 4.

Task 5 Deliverables

1. All Deliverables as noted from Base Period Task 11 through Option Period Task 4

2.2.6 Task 6 – Oversight and Monitoring of Grants

In accordance with the Operations Manual, the FM will be responsible for actively monitoring the implementation of the grants post-award and tracking milestones linked to disbursement schedules per the Grant Agreements.

- Develop and implement an Oversight and Monitoring Plan to ensure effective oversight, monitoring of project implementation and use of grant funds per OCEF Operations Manual. The Oversight and Monitoring Plan should include:
 - Process for review of grantee's technical and financial progress reports to: (1) track technical progress against approved work plan; (2) ensure compliance with the grants' terms & conditions and other MCA-Benin II's requirements; and (3) flag issues and risks to be addressed.
 - An initial review of grantee spending/delivery against approved grant agreement budget restrictions (including reporting and tracking of cost sharing costs from the OCEF and the grantee) and provide analysis to MCA-Benin II.
 - Review of all grantee technical and financial reporting documents supporting requests for disbursement and provide a recommendation to MCA-Benin II as to whether all objectives have been met and the amount requested is consistent with the various Grant Agreements and/or the expenses incurred.
 - Identification and reporting to MCA-Benin II on expenses which are potentially unallowable, unreasonable or inconsistent with the terms and conditions of the various Grant Agreements to help support MCA-Benin II's determination on these issues.
 - Periodic financial reporting consistent with the schedule of MCA-Benin II's monthly and quarterly reporting to MCC and other stakeholders.

- For those projects involving works, process for supervision of works and ensuring proper safeguards, including frequency of monitoring visits to ensure that grantees' reports are consistent with results in the field ensuring that visits are made on a frequency commensurate with the complexity and risks of each project including ESHS, and that special visits are made at critical stages in project development, such as site clearing, resettlement, commissioning, and completion.
 - An oversight and monitoring schedule to ensure routine technical and ESP field visits are made on a frequency commensurate with the complexity and risks of each project.
 - Process for collection and review of data for Quarterly Indicator Tracking Table in accordance with the MCA-Benin II M&E Plan.
 - Process to manage risks with appropriate early warning mechanism, mitigation plan, and corrective actions, potentially including grant amendment, suspension and/or termination as per the Operations Manual.
- Use the OCEF Database created during the Base Period to record and track all grants, the outcomes and benefits generated from projects funded by OCEF grants.
 - Support settlement of grievances arising from the OCEF, in coordination with MCA-Benin II and as per MCA-Benin II's grievance mechanism.
 - Serve as a critical point of contact to facilitate audit requests made of grantees for annual and ad-hoc independent audits (financial and/or performance) by auditors engaged by MCC, its agents, MCA-Benin II, the Government of Benin, and/or the MCC Office of Inspector General. Inherent in this role are regular reviews of grantee record keeping to ensure that documentation can be provided in a timely manner.

Task 6 Deliverables

1. Draft and Final Oversight and Monitoring Plan
2. Regularly updated OCEF Database
3. Grant recording/tracking system (element of OCEF Database)
4. Quarterly reporting summarizing the results (findings, issues) of OCEF's grantee's financial reports/compliance.

2.2.7 Task 7 - General Management and Reporting to MCA-Benin II

The FM will report to MCA-Benin II on progress of the OCEF, including key milestones met, risks, and financial status. This will require a technical review and certification of the status of grant milestones according to the standards required by the Operations Manual, along with a written recommendation to MCA-Benin II project personnel on whether it meets applicable technical standards.

The FM will also ensure compliance with provisions of the Operations Manual including key procedures relating to governance, ethics and financial control. The FM will make recommendations to MCA-Benin II for disbursement (or non-disbursement) of grant tranches at milestones identified in the grant agreements.

- The FM will prepare and submit to MCA-Benin II Quarterly Progress Reports (QPRs) that include:
 - Execution of work plan and operational budget for all work accomplished by the FM and any consultants during the reporting period
 - Grant progress, achievements and challenges, status of existing and new grants, outstanding issues, risks and mitigation measures taken or planned.
 - Summary of grantees' financial compliance and grants delivery rate under their portfolio for the previous, current and next reporting period.
 - Cash flow estimations to support MCA-Benin II reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests.
- The FM will prepare and submit to MCA-Benin II an Annual Review and Planning Report and will facilitate an annual review/planning session each year, which will include participation of selected key team members, grantees, and other stakeholders in the assigned regions.

Task 7 Deliverables

1. Regular and ad hoc cash flow estimations to support MCA-Benin II reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests.
2. Quarterly Progress Reports
3. Documented record of all communications with grantees, entered into the OCEF database.
4. Written record of any OCEF Program grievances brought to FM's attention (to include any response made by FM and referrals to MCA-Benin II) as per MCA-Benin II's Grievance Mechanism.
5. Annual Review and Planning Report

2.2.8 Task 8 – Implementation of Monitoring & Evaluation

As the focus and objectives of the OCEF evolve over time, the FM will collaborate with MCA-Benin II and MCC to re-examine the expected program logic/theory of change for the different grant windows. This program logic shall outline all of the expected outputs as well as short, medium, and long-term outcomes for the OCEF, and will be documented in the OCEF M&E Plan. As implementation progresses, any changes to monitoring indicators (including source information, targets or baselines, etc.), evaluation plans, or other components of the M&E Plan must be formally documented, and approved, in an amendment to the M&E Plan. All amendments must be approved by both MCA-Benin II and MCC. The FM will work with MCA-Benin II and MCC to ensure that the OCEF M&E Plan remains consistent with the overall Compact M&E Plan.

- The FM shall provide at least quarterly updates (including source documentation) for all monitoring indicators included in the OCEF and/or Compact M&E Plans.
- The FM must also collaborate with MCC's Independent Evaluators. All MCC Projects are subject to an independent evaluation by a firm contracted directly by MCC. Though independent, MCC's Independent Evaluators rely on the collaboration and participation of

project implementers, including the FM. Thus, full cooperation of the FM with the Independent Evaluators is expected.

Task 8 Deliverables

1. Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan.
2. Amendments to the OCEF M&E Plan as needed

2.2.9 Task 9 – OCEF Closure

The FM will be responsible for an orderly closure of the OCEF including developing plans to ensure sustainability for each grantee.

- Prepare and execute an OCEF Closure Plan that includes:
 - Facilitate and ensure smooth closure of projects funded by OCEF grants, including supporting finance and asset management, technical assistance and transfer arrangements (if applicable).
 - Provisions for sustainability of each grant project, including environmental and social management – specifically, ESP results and recommendations for impact management, awareness-raising sessions as appropriate with relevant stakeholders
 - Detailed plan for communications with grantees and other stakeholders, including public announcements regarding the end of the OCEF,
 - Process for orderly closure of payment mechanisms to grantees
 - Compliance with any official legal requirements governing relations between the FM and grantees
 - Compliance with Impact Evaluation studies to be conducted by MCC after the OCEF closes
- Prepare an OCEF Closing Report, which should describe all activities undertaken during the contract period, including a description of methodology and actual vs. expected/intended results, lessons learned, performance indicators, etc.

Task 9 Deliverables

1. OCEF Closure Plan
2. Draft and Final OCEF Closing Report

3 DELIVERABLES

3.1 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 at a location to be determined by MCA (most likely Cotonou, Benin). The FM will be represented by the Project Manager and Key Personnel. 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 following table summarizes the Deliverables and Reporting Requirements, which are

described more fully above, along with their Due Dates:

No	Reports and Deliverables	Due Dates
Base Period		
2.1.1 Task 1 - Mobilization and Preparatory Work	<ul style="list-style-type: none"> Inception report including : • Draft and Final Base Period Work Plan • Fully staffed and operational home office in Cotonou • Kick-off meeting completed 	4 weeks after NTP (Kick off meeting)
2.1.2 Task 2 - Development of the OCEF Operations Plan/Manual	• Draft Operations Manual	20 weeks after NTP
	• Final Operations Manual	24 weeks after NTP
2.1.3 Task 3 - Development of OCEF Communications and Stakeholder Engagement Plan	• Draft & Final CSE Plan	Draft (10 weeks after NTP) and Final (12 weeks after NTP)
2.1.4 Task 4 - Development of the OCEF ESHSMS	• Draft & Final OCEF ESHSMS	Draft (12 weeks after NTP) and Final (20 weeks after NTP)
2.1.5 Task 5 - Development of a Strategy to Provide TA to Applicants	• Draft and Final TA Strategy	Draft (20 weeks after NTP) and Final (24 weeks after NTP)
2.1.6 Task 6 - Development of an Economic Analysis Plan	<ul style="list-style-type: none"> • Draft and Final Economic Analysis Plan including methodology and process • All the excel files (templates) used by applicants or third persons to calculate the ERR. • A list of all primary and secondary data to be used in the ERR calculations 	Draft (12 weeks after NTP) and Final (20 weeks after NTP)
2.1.7 Task 7 - Development of an M&E and Data Collection Plan	<ul style="list-style-type: none"> • Draft & Final OCEF M&E Plan • Updated OCEF M&E Plans, as necessary 	Draft (12 weeks after NTP) and Final (20 weeks after NTP)
2.1.8 Task 8 - Development of an OCEF GSI Plan	• Draft & Final GSI Plan	Draft (12 weeks after NTP) and Final (20 weeks after NTP)
2.1.9 Task 9 – Technical & Administrative Support to the Project Selection Panel (PSP)	• A plan for managing the PSP including identifying, constituting and convening members.	24 weeks after NTP
	• PSP established, including administrative, technical and logistical	48 weeks after NTP

No	Reports and Deliverables	Due Dates
	support.	
2.1.10 Task 10 – General Management, Oversight, Monitoring & Report	• Ongoing meetings, reporting and documentation (as noted in above task)	25 to 48 weeks after NTP
	• Draft OCEF Database	20 weeks after NTP
	• Final OCEF Database	24 weeks after NTP
2.1.11 Task 11 – Launch of RFA	• Launch of the RFA	35 weeks after NTP
	• Summary Reports of Information Sessions held and documentation of questions received and responses sent to applicants	39 weeks after NTP
	• Package of all proposals received, and notification letters sent	43 weeks after NTP
2.1.12 Task 12 – Review of Proposals and Development of the Shortlist	• Information entered into Final OCEF Database.	44 weeks after NTP
	• Report summarizing the review and diligence processes leading to the shortlist.	45 weeks after NTP
	• Shortlist TA Plan	43-46 weeks after NTP
	• Draft of Base Period Final Report	46 weeks after NTP
	• Final of Base Period Final Report	48 weeks after NTP
Option Period		
2.2.1 Task 1 – Convene and Administer PSP	• Summary Report of training delivered to PSP	4 weeks after starting first option period
	• Draft PSP Report based on the PSP's deliberation and recommendations (1st Round)	7 weeks after starting first option period
	• Final PSP Report based on the PSP's deliberation and recommendations (1st Round)	9 weeks after starting first option period

No	Reports and Deliverables	Due Dates
2.2.2 Task 2 Final Proposal Development and Technical Assistance for Shortlisted Proposals	<ul style="list-style-type: none"> • Report summarizing all training and technical assistance provided to shortlist applicants. 	18 weeks after starting first option period
	<ul style="list-style-type: none"> • The FM will provide the final proposals and a summary report to the IC for their formal approval. 	22 weeks after starting first option period
2.2.3 Task 3- Convene and Administer IC	<ul style="list-style-type: none"> • Draft IC report including deliberations, recommendations and decisions. 	24 weeks after starting first option period
	<ul style="list-style-type: none"> • Final IC report including deliberations, recommendations and decisions. 	26 weeks after starting first option period
2.2.4 Task 4- Grant Award Process	<ul style="list-style-type: none"> • Draft Grant Agreement for each selected grant 	28 weeks after starting first option period
	<ul style="list-style-type: none"> • Final Grant Agreement for each selected grant 	36 weeks after starting first option period
2.2.5 Task 5 – Potential Second Round of RFA	<ul style="list-style-type: none"> • All Deliverables as noted from Base Period Task 11 through Option Period Task 4 	TBD
2.2.6 Task 6- Oversight and Monitoring of Grants	<ul style="list-style-type: none"> • Draft and Final Oversight and Monitoring Plan • Regularly updated OCEF Database • Grant recording/tracking system (element of OCEF Database) • Quarterly reporting summarizing the results (findings, issues) of OCEF's grantee's financial reports/compliance. 	TBD
2.2.7 Task 7- General Management and Reporting to MCA-Benin II	<ul style="list-style-type: none"> • Regular and ad hoc cash flow estimations to support MCA-Benin II reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests. • Quarterly Progress Reports • Documented record of all communications with grantees, entered into the OCEF database. • Written record of any OCEF Program grievances brought to FM's attention (to include any response made by FM 	TBD

No	Reports and Deliverables	Due Dates
	and referrals to MCA-Benin II) as per MCA-Benin II's Grievance Mechanism. <ul style="list-style-type: none"> • Annual Review and Planning Report • Annual Review and Planning Report 	
2.2.8 Task 8 - Implementation of Monitoring & Evaluation	<ul style="list-style-type: none"> • Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan. • Amendments to the OCEF M&E Plan as needed 	TBD Quarterly
2.2.9 Task 9 – OCEF Closure	<ul style="list-style-type: none"> • OCEF Closure Plan • Draft and Final OCEF Closing Report 	TBD

It is the intention of MCA-Benin II to provide comments on all draft reports within two weeks of receipt of the drafts; the FM will then be required to issue the finalized report within two weeks thereafter, taking into consideration the comments provided.

3.2 Presentation of Deliverables

The FM 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 with 5 hard copies to be delivered to MCA-Benin II in Cotonou. Deliverables will be considered “draft” upon initial receipt and should be designated as such. Drafts will be reviewed and accepted by MCA-Benin II, or comments will be provided back to the FM within 10 working days from the receipt of the report. Once the FM has received input on the draft documents, the FM will address the comments and provide the final deliverables as required and within agreed time frames. In addition, presentations to MCA-Benin II management could be required from time to time. All deliverables for this service will be submitted in French. 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 2003 (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.

4 PERIOD OF PERFORMANCE AND PAYMENT SCHEDULES

4.1 Period of Performance

The services under this contract are expected to be conducted for a base period of approximately

12 calendar months and an option period of 48 calendar months if MCA-Benin II chooses to exercise it. The FM may propose adjustments to the timing and schedule of deliverables outlined below, provided that any alternative schedule will meet MCA-Benin II's requirements.

The FM 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 parties (most notably ARE, ABERME, ANADER, ABENOR, SBEE), the IE for this engagement), office management, and ensuring quality control of services. As part of project management, a number of meetings between MCA-Benin II and the FM may be scheduled at any point in time. The FM will produce minutes of all such proceedings.

4.2 Payment Schedule

The FM will produce the reports described in Section 4 above and listed in the table below to the highest international technical standards. The following is the list of deliverables that are expected from the Facility Manager, their submission dates, and the associated payments. The FM will propose a schedule for precise times of submission in the Base Period Work Plan.

List of Deliverables and Associated Payments

ID	Report Title	Submission (Weeks from NTP)	Payment (% of contract value or \$ amount)
Base Period			
	Inception report including : <ul style="list-style-type: none"> • Draft and Final Base Period Work Plan • Fully staffed and operational home office in Cotonou 	4 weeks after NTP	10%
	<ul style="list-style-type: none"> • Draft of Operations Manual including all Annexes described in above tasks • Final of Operations Manual including all Annexes described in above tasks 	20 weeks after NTP	20%
		24 weeks after NTP	15%
	<ul style="list-style-type: none"> • Establish PSP 	24 weeks after NTP	2%
	<ul style="list-style-type: none"> • Ongoing meetings, reporting and documentation (as noted in above task) • Draft of OCEF Database 	27 weeks after NTP	3%

	<ul style="list-style-type: none"> • Launch of the RFA • Summary Reports of Information Sessions held and documentation of questions received and responses sent to applicants • Package of all proposals received, and notification letters sent 	43 weeks after NTP	20%
	<ul style="list-style-type: none"> • Information entered into Final OCEF Database. • Report summarizing the review and diligence processes leading to the shortlist. • Shortlist TA Plan 	45 weeks after NTP	15%
	<ul style="list-style-type: none"> • Draft of Base Period Final Report 	46 weeks after NTP	5%
	<ul style="list-style-type: none"> • Final of Base Period Final Report 	48 weeks after NTP	10%

Option Period Year 1			
	<ul style="list-style-type: none"> • Summary Report of training delivered to PSP 	4 weeks after starting option period year 1	2% of option period budget
	<ul style="list-style-type: none"> • Draft PSP Report based on the PSP's deliberation and recommendations (1st Round) 	7 weeks after starting option period year 1	
	<ul style="list-style-type: none"> • Final PSP Report based on the PSP's deliberation and recommendations (1st Round) 	9 weeks after starting option period year 1	
	<ul style="list-style-type: none"> • Report summarizing all training and technical assistance provided to shortlist applicants. 	18 weeks after starting option period year 1	
	<ul style="list-style-type: none"> • The FM will provide the final proposals and a summary report to the IC for their formal approval. 	22 weeks after starting option period year 1	
	<ul style="list-style-type: none"> • Draft IC report including deliberations, recommendations and decisions. 	24 weeks after starting option period year 1	2% of option period budget

	<ul style="list-style-type: none"> • Final IC report including deliberations, recommendations and decisions. 	26 weeks after starting option period year 1	
	<ul style="list-style-type: none"> • Draft Grant Agreement for each selected grant 	28 weeks after starting option period year 1	5% of option period budget
	<ul style="list-style-type: none"> • Final Grant Agreement for each selected grant 	36 weeks after starting option period year 1	
	<ul style="list-style-type: none"> • All Deliverables as noted from Base Period Task 11 through Option Period Task 4 (years 1, 2, 3 and 4) 	TBD	45% of option period budget
	<ul style="list-style-type: none"> • Draft and Final Oversight and Monitoring Plan • Regularly updated OCEF Database • Grant recording/tracking system (element of OCEF Database) • Quarterly reporting summarizing the results (findings, issues) of OCEF's grantee's financial reports/compliance. (Option Period Task 6, years 1, 2, 3 and 4) 	TBD	5% of option period budget
	<ul style="list-style-type: none"> • Regular and ad hoc cash flow estimations to support MCA-Benin II reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests. • Quarterly Progress Reports • Documented record of all communications with grantees, entered into the OCEF database. • Written record of any OCEF Program grievances brought to FM's attention (to include any response made by FM and referrals to MCA-Benin II) as per MCA-Benin II's Grievance Mechanism. • Annual Review and Planning Report Annual Review and Planning Report 	TBD	25% of option period budget

	<ul style="list-style-type: none"> • Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan. • Amendments to the OCEF M&E Plan as needed 	TBD Quarterly	3% of option period budget
	<ul style="list-style-type: none"> • OCEF Closure Plan • Draft and Final OCEF Closing Report 	TBD	10% of option period budget

The FM should note that payment of fees for the services is linked to approval of individual deliverables by MCA. The FM 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.).

5 STAFFING AND KEY PERSONNEL

5.1 Staff

The FM will require a staff with expertise in a) grants program management and b) technical assistance in the fields of renewable electrical energy, notably those covered by the OCEF.

5.1.1 Overview

The FM will assemble a team of both key and other personnel with in-depth international expertise in the areas noted below, local and regional knowledge, fluency in French, and sufficient technical and administrative support throughout the term of the contract.

The FM and its staff will be based in Cotonou, and provide services throughout the national territory. Support services can also be provided from the headquarters of the FM.

Additional staff and staffing requirements should be proposed by the FM as necessary and based on the FM's proposed methodology and approach that will achieve the objectives of the assignment. To the extent that additional personnel, representing other disciplines, are needed after contract award to carry out any of the tasks, the FM must present for MCA-Benin II's approval both the qualifications and billing rates for such new personnel. The total level of effort should not be changed and the FM should budget for the possibility of extra specialists in the proposal. The FM 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.

Tenderers may propose their own organizational structure (or staffing plan); However, MCA-Benin II wants to have a structure that will allow rapid assessment of the performance of individuals and teams throughout the program. It is expected that the FM employs at least a Team Leader/Program Manager with responsibility for all the work, and a Renewable Electrical Energy Specialist, who could also serve as Deputy Program Manager. The FM can offer its own arrangement for staff in charge of the management and control of the program, subject to the approval of MCA-Benin II. MCA-Benin II may request the replacement of any key staff when repeated and documented non-performance occurs.

MCA-Benin II, in consultation with MCC, will approve the structure of the project team, qualifications, and the level of staffing. Subject to the approval of MCA-Benin II, the FM will have the opportunity to revise its staffing needs at the end of the Base Period, or when deemed necessary by MCA-Benin II.

5.1.2 Key Personnel

As indicated above, the FM must provide the entire necessary staff to perform the services described in these Terms of Reference. The FM will need staff with skills, expertise, and experience in the following areas, among others:

- Full cycle grant program management, as explained in the base and option period tasks
- Projects targeting poor, rural populations for renewable and off-grid electrification including public infrastructure and productive use projects
- Coordination of technical assistance for the development of projects in the field of renewable and off-grid electrical energy
- Economic analysis and evaluation
- Population resettlement and quality and environmental audit
- Environmental analysis, monitoring and reporting
- Gender and social analysis
- Monitoring and evaluation
- Communication and outreach
- Financial management support to MCA-Benin II.

The positions below are key personnel, who will be based in Cotonou full time for both the Base Period and the Option Period:

Role	Qualifications
Team Leader/ Program Manager	The Program Manager will have strong organizational skills, preferably, with a Master’s degree in management or a similar field. He/she must have extensive knowledge of international best practices in off-grid power systems, sustainable business and project models, contract procedures and program management. He/she will also have a proven track record of successfully managing and coordinating as team leader a diverse group of professionals in projects of similar nature and complexity to this assignment. A minimum of 15 years of working experience in implementation of energy projects is desired – preferably in renewable, off-grid, electrical energy. The Program Manager must have had, in the last ten years, specific experience of managing consultancy teams

	working on renewable, off-grid power projects in sub-Saharan Africa.
Renewable Energy & Off-Grid Electrical Engineer (REOEE) (Also designated as Acting Team Lead)	The REOEE must have undergone education or training in relevant engineering fields at the Master’s degree level, coupled with at least 10 years of relevant experience in off-grid renewable power such as solar energy and on at least two comparable projects in the past five years. Extensive knowledge of international best practices in off-grid renewable power generation project planning, investment cost estimating, operations, and maintenance is critical. The REOEE Engineer must have had, in the last ten years, specific experience in the renewable, off-grid electrical energy sector in Sub-Saharan Africa.
Grant Administration (GA) Manager	The GA Manager will have a critical role in supporting MCA-Benin II in the administration of the grants. The GA Manager must have a university degree in accounting, finance, management or a closely related field. The GA Manager must have no less than 15 years of experience in the administration of grants, including managing operational budgets, cost allocation and tracking, and grant reporting to international donor stakeholders. The GA Manager should have experience in managing small teams of grant officers in the conduct of similar work. Experience in developing countries and in Sub-Saharan Africa is preferable.

The following positions are also key personnel, but will be part-time. The level of effort will vary based on the project lifecycle, including up to 100%, during certain phases of both the Base Period and the Option Period. **During the period when technical assistance is being given the applicants according to the TA Plan, the number of specialists may need to be augmented.**

M&E Specialist	<p>The M&E Specialist must have at least a graduate level degree in statistics, economics, or other relevant field. He/she must have no less than 10 years of experience, preferably with at least two years in the renewable and/or off-grid energy sector. The M&E Specialist should have substantial experience developing program logics/theories of change, identification of high quality indicators for performance monitoring, tracking indicators, and conducting data collection and analysis.</p> <p>The M&E Specialist must have experience in a similar role in developing countries and data-poor environments, preferably in Sub-Saharan Africa. Significant experience in software packages relevant to the position is also required (packages include Excel, SPSS, STATA, SAS, etc).</p>
Economist	The Economist must have at least a graduate level degree in Economics. He/She must have no less than 10 years of experience, including at least two years in the energy sector (preferably renewable, off-grid) conducting economic analysis, developing economic rate of return models, and analyzing economic impacts of projects in developing countries. The Economist must have experience in developing economic models for

	<p>systems of similar nature, size and complexity as this assignment. The Economist must have experience in a similar role in developing countries, preferably in Sub-Saharan Africa.</p>
<p>Environmental & Social Staff:</p> <ul style="list-style-type: none"> - Environmental Specialist - Health & Safety Specialist - Resettlement Specialist 	<p>The Facility Manager will need expertise on environmental and social impact assessment and management and on workplace and community health and safety. This is likely to require three individuals –one for environmental, one for resettlement /social and one for health and safety – but it may be possible to find some individuals with a combination of these skills. It is recommended that there be no fewer than two ESP full-time staff, as the workload of screening proposals, reviewing ESP instruments, making field visits, conducting stakeholder analyses and participatory planning, and reporting will be substantial.</p> <p>The Environmental & Social Staff must have advanced degree in a relevant field to their specialization (environmental engineering, environmental sciences, environmental management, social sciences, land tenure, health and safety or related fields). Each individual proposed must have at least 15 years of relevant experience carrying out either 1) environmental and social impact assessments/environmental analyses as well as coordination of multidisciplinary environmental baseline studies, or 2) international experience in the preparation, implementation or supervision of resettlement action plans, or 3) preparing, implementing or supervising Health and Safety Plans. The Environmental Specialist should have experience in the power sector on at least two comparable projects in the past 10 years, including familiarity with off-grid renewable energy projects. He/She must have extensive knowledge of international best practices in environmental impact assessment and mitigation and experience in environmental audit and applying the IFC Performance Standards in low-income developing countries.</p> <p>The Environmental Specialist must have experience in a similar role in developing countries, preferably in Sub-Saharan Africa.</p>
<p>Gender and Social Inclusion (GSI) Specialist</p>	<p>The GSI Specialist should have an advanced degree in social sciences or a related discipline (anthropology, sociology, women’s studies, public policy, community development, etc.). He/She should have at least 10 years of experience conducting social and gender assessments and trainings, and monitoring and oversight of implementation of project level social and gender integration plans. Experience in undertaking analysis of economic, social and gender inequalities at the household and community levels, livelihood generation, and economic opportunities for women is important. The GSI Specialist should have demonstrated experience using participatory development approaches and consultative methods.</p> <p>The GSI Specialist must have experience in a similar role in developing countries, preferably in Sub-Saharan Africa.</p>
<p>Communications / Outreach Specialist</p>	<p>The Communications/Outreach Specialist must hold a Master’s Degree in journalism, communications, public policy, or other relevant field. The Communications/Outreach Specialist must have at least 10 years experience designing and implementing communications strategies for similar projects</p>

	and managing stakeholder engagement. The Communications/Outreach Specialist must have experience in a similar role in developing countries, preferably in Sub-Saharan Africa.
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All the above listed Facility Manager key personnel must be fluent in written and spoken French. The Facility Manager may provide additional technical support staff as required. The team is expected to use a combination of both local as well as international staff in order to have optimum access to local stakeholders and also to facilitate the development of local expertise.

5.2 Other Experts

CVs for experts other than the Key Personnel (e.g., technical, administrative and/or support staff) are not examined during the evaluation process. However, consultants should include the position titles and brief descriptions for non-key personnel that are proposed as part of the team. The table below is an example of additional support staff that will likely be required for successful administration of the OCEF:

Grant Administration (GA) Specialist	The GA Specialist will support MCA-Benin II in the administration of the grants. The GA Specialist must have a university degree in accounting, finance, management or a closely related field. The GA Manager must have no less than 5 years of experience in the administration of grants, including managing operational budgets, reviewing grant expense supporting documentation, cost allocation and tracking, and grant reporting to international donor stakeholders. Experience in developing countries and in Sub-Saharan Africa is preferable.
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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 will be proposed as experts or supporting staff under this contract.

6 INPUTS, SUPPORT AND DOCUMENTS TO BE PROVIDED

6.1 Inputs Provided by Facility Manager

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

The FM will be responsible for all the requisite staff resources; office space; transportation (local and overseas); accommodation; office supplies; communications; computers; 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 FM at no additional cost.

6.2 Contract Performance Monitoring

The FM will have in place and maintain a Quality Control Plan (“QCP”) that covers, at a minimum, how the FM 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. The FM will provide a copy of its QCP along with the Base Period Work Plan. 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.

6.3 Support Provided by MCA-Benin II

The FM’s primary point of contact for this assignment will be the MCA-Benin II Off-Grid Energy Access Project Lead.

MCA-Benin II will provide the FM 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 FM.
- (c) Invitation letters as may be needed to support visa applications for entry and exit for the FM's expatriate staff.
- (d) Facilitation of issuance of any permit required for personnel of the FM to perform its tasks in Benin.
- (e) Facilitation of the import and export of equipment that may be required for the FM's performance of consulting services, and property belonging to the FM's expatriate staff.

6.4 Documents to be Provided by MCA-Benin II

The FM will be provided all necessary Compact and other relevant documentation. These documents will include, but not be limited to, the following:

- (a) Compact Agreement signed on September 9, 2015; (the Compact is also available on the website www.mcc.gov).
- (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) Master Plan for Benin's Electric Power Sector
- (e) Laws and executive orders relating to Benin's off-grid electric power sector
- (f) 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) Other relevant studies.

LIST OF ACRONYMS/ABBREVIATIONS

ABE	Agence Béninoise pour l'Environnement
ABERME	Agence Béninoise d'Electrification Rurale et de Maîtrise de l'Energie
ABENOR	Agence Béninoise de Normalisation et de Gestion de la Qualité
AE	Accountable Entity
ANADER	l'Agence Nationale pour le Développement des Energies Renouvelables et de l'Efficacité Energétique
ARE	l'Autorité de Régulation de l'Electricité
CEB	Communauté Electrique du Bénin
CEET	Compagnie d'Energie Electrique du Togo
CSE	Communications and Stakeholder Engagement
DGE	Electricity Directorate
ESHSMP	Environmental, Social, Health and Safety Management Plans
ESHSMS	Environmental, Social, Health & Safety Management System
ESIA	Environmental Social Impact Assessment
ERR	Economic Rate of Return
ESP	Environmental and Social Performance
FA	Fiscal Agent
FCFA	Franc of the Communauté Financière Africaine (African Financial Community)
FER	Fonds d'Electrification Rurale
FM	Facility Manager
GDP	Gross Domestic Product
GIS	Geographic Information System
GoB	Government of the Republic of Benin
GSI	Gender and Social Inclusion
HTA	Haute Tension A
HV	High Voltage
IE	Implementing Entity
IEA	Implementing Entity Agreement
IC	Investment Committee
IFC	International Finance Corporation
IPP	Independent Power Producer
kV	kilo Volt
LV	Low Voltage
MCA	Millennium Challenge Account
MCA-Benin II	Millennium Challenge Account-Benin II
MCC	Millennium Challenge Corporation
M&E	Monitoring and Evaluation
MEF	Ministre de l'Economie, des Finances, et des Programmes de Denationalisation
MERPMDER	Ministre de l'Energie, des Recherches Pétrolières et Minières, et du Développement des Energies Renouvelables

MV	Medium Voltage
MW	Megawatt
NTP	Notice to Proceed
OCEF	Off-Grid Clean Energy Facility
O&M	Operation and Maintenance
PA	Procurement Agent
PESMC	Program Environmental, Social, and Management Consultant
PS	Performance Standard
PSP	Project Selection Panel
PV	Photovoltaic
QCP	Quality Control Plan
QPR	Quarterly Progress Reports
SBEE	Société Béninoise d’Energie Electrique
RAP	Resettlement Action Plan
RFA	Request for Applications
TA	Technical Assistance
TOR	Terms of Reference
USG	US Government

7 ANNEXES

ANNEX A: Overview of Benin's Electric Power Sector

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 Electrique (SBEE)
Load Profile	200-250 MW evening peak 100-120 MW base load	Bi-national (Benin-Togo) import, generation, and transmission company	Communauté Electrique 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 National de Régulation d'Electricité (ARE)
Purchase price of imports	USD 0.10/kWh	Ministry of Energy	Ministere de l'Énergie, des Recherches Petrolieres et Minieres, et du Developpement des Energies Renouvelables (MERPMDER)
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 Energies Renouvelables (ANADER)
Solar (with storage) feed-in tariff	USD 0.13/kWh	Rural electrification agency (on-grid connections)	Agence Béninoise de l'Électrification Rurale et de la Maitrise 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 Electrique* ("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 has been characterized by poor planning and lack of independent regulation. Sector decision-making is generally politicized and major decisions (e.g., on tariffs) have been 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 Régulation 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

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	51.59	53.77	n.a.	n.a.	n.a.	4.6

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.

Year	2005	2010	2011	2012	2013	Rate of Growth (%)
electrification rate (%)						
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

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, 2020-2030¹⁸

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

¹⁷ Ibid.

¹⁸ Cardno-Fichtner, Situation Assessment, 2015.

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.

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:

Figure 1. Electricity consumption by sector in 2012

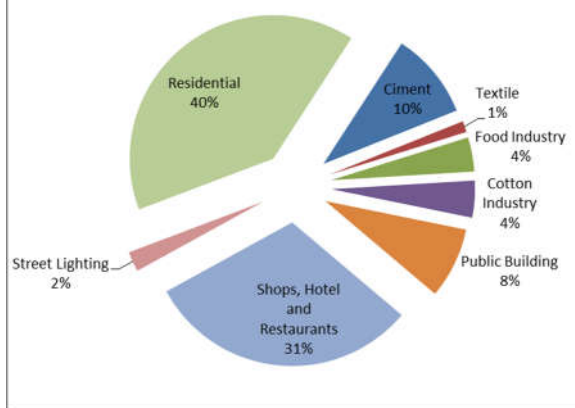


Table 6. Overview of Power Generation Facilities

Name/Location of Site	Fuel Type	Installed Capacity ¹⁹	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

¹⁹ Effective capacity differs from effective capacity.

Name/Location of Site	Fuel Type	Installed Capacity ¹⁹	Owner	Operator	Year of Commission	Comments
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
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.²⁰ CEB has five

²⁰ CEB website.

direct customers – SBEE and a cement plant in Benin; CEET (the distribution company in Togo) and a cement company and phosphate plant in Togo.

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 Nangbeto (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.²¹ 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

²¹ IED, Inception Report.

dispatch 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%²², 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, Onigbolo, 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:

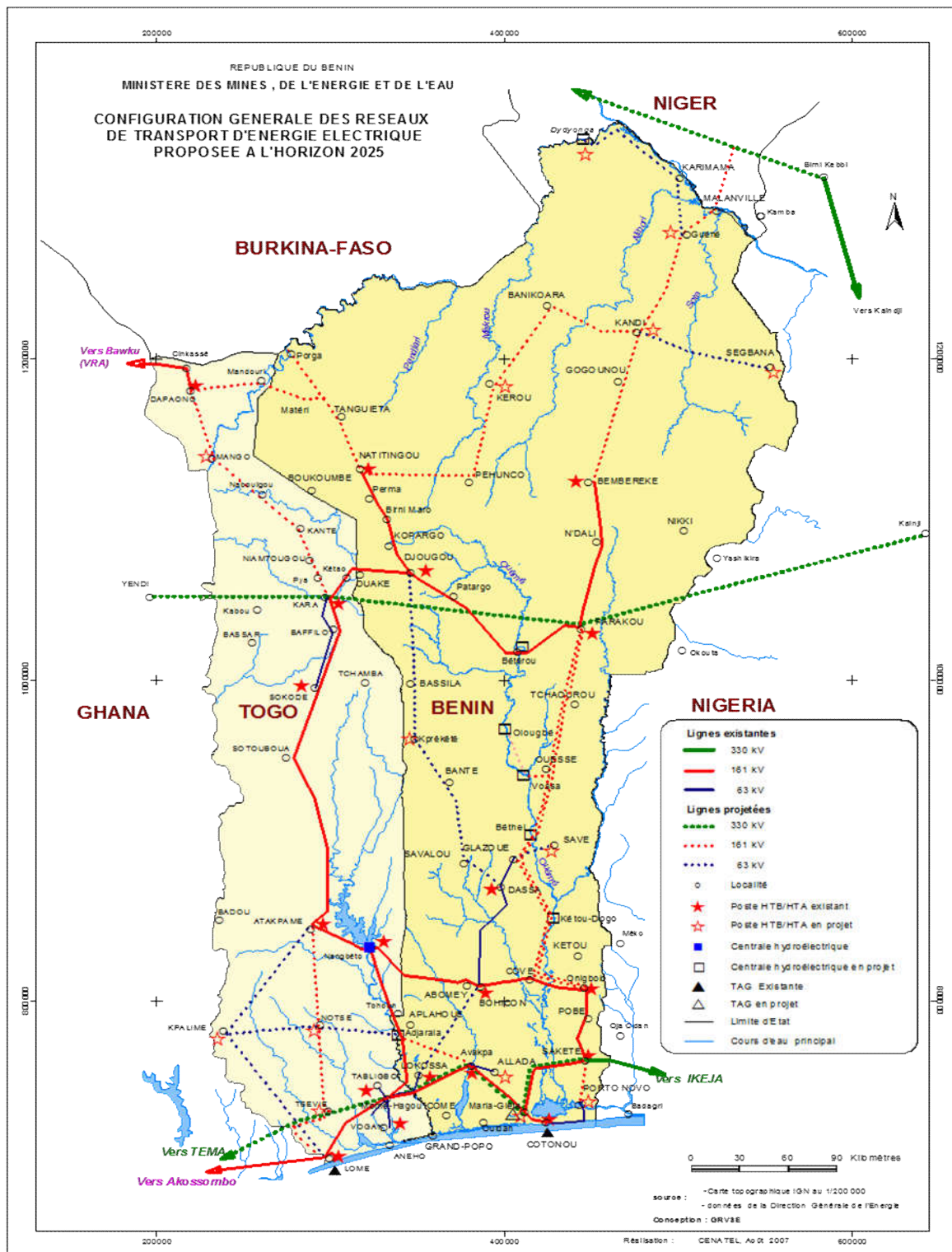
- 161 kV line connecting Onigbolo and Parakou (funded by the World Bank)
- 161 kV line between Sakete and Porto Novo (also funded by the World Bank).

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

- 330 kV backbone line from Volta (Ghana) through Lomé (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).

²² 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, des Recherches Petrolieres et Minières, et du Developpement des Energies Renouvelables: MERPMDER 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: MEFPD 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. MEFPD has entered into a leasing arrangement for emergency thermal generating units, along with the purchase of fuel for those units. MEFPD 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’Energie 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 National pour le Développement des Energies Renouvelables: 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'Électricité Bénin: 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 Électriques 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 Électrique 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, these contractual quantities 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 MERPMDER 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 \$/kWh²³) and sells it to its customers at an average of 110 CFA/kWh²⁴ (0.20 \$/kWh).²⁵

²³ Assumed exchange rate of 550 CFA/ per USD.

²⁴ IED, Elaboration du plan directeur de développement du sous-secteur de l'énergie électrique au Benin – Rapport de démarrage. Rapport provisoire, Octobre 2014.

²⁵ When CEB last requested a rate increase, it requested an increase from the then 55 CFA to go to 78 CFA/kWh.

Table 9. SBEE Current Electricity Tariffs (CFA/kWh) (Low Tension)²⁶

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 lighting		122 CFA All consumption	

Table 10. SBEE Current Electricity Tariffs (CFA/kWh) (HTA)²⁷

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 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 MERPMDER. 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);

²⁶ As posted on SBEE's website.

²⁷ As posted on SBEE's website.

- 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.

Rural Electrification in Benin

ABERME has a mandate to oversee rural electrification efforts in Benin. To date, ABERME has chosen to focus exclusively on electrification through grid extension, connecting villages within 20 km distance from medium voltage lines. The rural electrification rate grew from 1.9% in 2006 to 5.5% in 2013. ABERME has decided to move to a private concession model as a potentially more effective means of expanding access. A feasibility study to explore options for a concession program (dividing the country into fifteen concession zones) has been recently awarded to a consulting firm and the expectation is that the first phase of the study will be completed in early 2016, to be followed by a validation process before concessions would be drawn up and solicitations launched. The current thinking is that concessionaries would develop networks and purchase bulk electricity from SBEE. As such, they would operate as conventional distribution companies serving rural regions.

ANADER was created in 2014 and, while its principal role is to identify, evaluate and finance renewable energy electrification opportunities, the separation of programmatic functions between ABERME and ANADER is not entirely clear. ANADER's highest priority for 2015 is construction of 105 solar mini-grids throughout the country to provide electricity service to villages not currently served by SBEE. Development of these mini-grids, follow up of a pilot of six mini-grids completed in 2014, is a vehicle for ANADER to fulfill its mission of promoting renewable energy. ANADER has proceeded with tendering for construction of the mini-grids without defining how these systems will be operated in the long term (which includes ownership,

tariffs, subsidy requirements, system expansion, etc.).

There is evidence of interest by local and regional private investors in Benin (for example, EDF and NGOs such as SELF and Electriciens sans Frontières) in conventional and non-conventional small qualified rural electrification off-grid projects. There are off-grid installations that have been initiated by communities and NGOs without going through an established approval process. There have also been attempts by others to obtain concessions for their projects through formal channels without success, highlighting the need for a comprehensive approach for promoting off-grid, beyond technical consideration about the selected renewable energy generation technology.

ARE is mandated to license power generation, transmission, distribution and off-grid service providers, as well as to fulfill many other consumer protection and regulatory functions. Off-grid electrification is envisioned by ARE as strategically important to accelerate electrification in Benin.

According to the Electricity Sector Master Plan, as of 2015, 1654 out of 3817 localities in Benin are connected to the existing SBEE network. While the Electricity Sector Master Plan further states that 82 percent of the non-electrified localities in Benin are located within 1km of the SBEE medium voltage network, the pace of extension of the grid has historically been extremely slow and expensive. Based on instructions from DGE, the Electricity Sector Master Plan states that, in the high growth scenario, by 2035 all localities having more than 1,000 inhabitants should be connected to the grid. The corresponding thresholds in Medium and Low Growth Scenarios are 1500 and 2000, respectively; this would require a pace of electrification of 100, 90 and 80 localities per year under the High, Medium, and Low Growth Scenarios, respectively. These rates have not historically been achieved. Furthermore, even if they were achieved, there would be many localities waiting more than ten years for electricity access.

Although grid connection is normally perceived by the customers as a more reliable source of electricity, off-grid systems currently can delivery electricity with fewer and shorter outages when compared with lengthy rural feeders that server remote villages. They also contribute to provide a better quality of service in terms of voltage drop and other network disturbances. This perception in favor of grid connection is normally attributed to subsidized tariff schemes and historically unreliable fuel supply to off-grid diesel power plants by the national electricity company, rather than on technology considerations for renewable energy generation.

There exists a small but avid community of renewable energy advocates and developers in Benin that is organized and who are actively pursuing opportunities and eager to apply for and receive service licenses. The objective of this study is to assist ARE in unleashing the entrepreneurial spirit of these private renewable energy project developers while ensuring that the projects they develop meet the required quality and safety standards to meet the needs of the community members that the projects will serve.

French version

TERMES DE REFERENCE
DEUXIEME PROGRAMME DU BENIN POUR LE MILLENNIUM CHALLENGE
ACCOUNT
PROJET ACCES A L'ELECTRICITE HORS RESEAU
GESTIONNAIRE DE LA FACILITE D'ENERGIE PROPRE HORS-RESEAU

1. INTRODUCTION
1.1 MCC et MCA-Bénin II

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 devrait entrer en vigueur²⁸ en septembre 2016. Une entité dénommée Millennium Challenge Account-Bénin II («MCA-Bénin II » ou « MCA », sera 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.

²⁸ La période de mise en œuvre de l'Accord de Don quinquennal du MCC commence avec l'entrée en vigueur du Programme.

L'Accord de Don est disponible sur le site internet www.mcc.gov.

1.2 Programme du Bénin axé sur l'Energie

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. Malgré un taux de croissance moyenne de 4% au cours des dix dernières années, 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. Il emploie 48% de la population active et assure 80% des recettes d'exportation. Le secteur agricole du Bénin qui est dominé par le coton représente 36% du PIB. Il emploie 48% de la population active et représente 80% des recettes d'exportation.

Le deuxième Accord de Don entre le Gouvernement du Bénin et MCC vise le manque d'infrastructures électriques qui constitue une contrainte majeure à la croissance économique 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 ménages²⁹.

Le Deuxième 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 suivants :

- **Projet « Réforme des Politiques et Renforcement des Institutions »**. Ce projet appuiera des réformes profondes de politiques et contribuera à renforcer les institutions grâce à l'amélioration de la régulation, à la réforme tarifaire, à l'amélioration de l'exploitation et de la gestion de la SBEE, celle de 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 réforme de politiques du Programme, y compris la satisfaction des conditions préalables prévues. La sous-activité « Efficacité énergétique » prévue dans le cadre du présent projet

²⁹ 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.

consistera éventuellement à réaliser des audits du secteur énergétique au niveau des sociétés publiques et/ou industrielles.

- **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 et la réhabilitation d'infrastructures de production thermique et hydroélectrique pour une capacité de 33 MW, en complément des investissements dans la production solaire.
- **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 (dispatching center) et de contrôle moderne susceptible de gérer plus efficacement le réseau, y compris l'énergie intermittente produite à partir de sources renouvelables.
- **Projet « Accès à l'Electricité Hors-Réseau »** : Ce projet contribuera 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 financement de projets énergétiques 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. Les présents termes de référence mettent l'accent sur le premier paragraphe ci-dessous :
 - **Facilité d'« Energie Propre Hors-Réseau »** : 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 s'emploiera à accroître les Fonds 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 les plus prometteurs sur la base d'une série de critères rigoureux, y compris l'exigence faite à chaque partenaire d'atteindre un taux de rentabilité économique minimum de 10%.

- **Création d'un Environnement Propice à l'Electricité Hors-Réseau :** Étant 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 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.

Des 375 millions de dollar US alloués au deuxième Programme, 100 millions de dollar US sont conditionnés par la réalisation satisfaisante des réformes de politiques par le Gouvernement du Bénin. Dans le cadre du Projet « Distribution d'Electricité », le déblocage de 80 millions de dollar US est subordonné à la satisfaction des conditions relatives à l'élaboration d'un cadre institutionnel pour la production indépendante d'énergie électrique, le lancement d'un appel d'offres compétitif en vue du choix d'un Producteur Indépendant d'Electricité (IPP) ainsi que le respect du plan tarifaire et du plan d'apurement des arriérés à la SBEE par le Gouvernement. En ce qui concerne le Projet d'Accès à l'Electricité Hors-Réseau, (45,39 millions de dollar US au total, dont 5 millions de dollar US pour la création d'un environnement propice à l'électricité hors-réseau et 40 millions de dollar US pour la Facilité d'«Energie Propre Hors-Réseau»), le déblocage de 20 millions de dollar US est lié à l'élaboration, l'adoption et à la mise en œuvre d'une politique d'électrification hors-réseau. De façon spécifique, ladite condition préalable exige que dans un délai de deux ans après l'entrée en vigueur, le Gouvernement du Bénin ait mis en œuvre à la satisfaction de MCC, une politique hors-réseau qui comprend entre autres : (a) l'articulation claire des rôles et responsabilités institutionnels du Gouvernement par rapport à l'électrification hors-réseau ; (b) un cadre de procédures applicable à l'obtention des licences et/ou l'attribution des concessions relatives à la production d'électricité hors-réseau ; (c) les clarifications des questions de propriété, d'exploitation et les normes techniques applicables aux systèmes d'électrification hors-réseau ainsi que les méthodes de tarification liées à la production d'électricité hors-réseau dans le but de motiver la participation du secteur privé et d'assurer la pérennité des actions. La mobilisation de l'équipe du Consultant en charge de la mise en place d'un environnement propice à l'Electricité Hors-Réseau est attendue pour le printemps 2016.

1.3 Aperçu de la Facilité d'Energie Propre Hors-Réseau (OCEF)

MCA-Bénin II, faisant office de Maître d'Ouvrage, procédera au recrutement d'un Gestionnaire de la Facilité (le « Gestionnaire de la Facilité ») chargé de la conception et de la mise en œuvre de la « Facilité d'Energie Propre Hors-Réseau » (ci-après dénommée « OCEF »).

L'OCEF contribuera à accroître l'accès à l'électricité pour la majorité de la population

actuellement non desservie dans les zones rurales et péri-urbaines en réduisant les coûts initiaux de raccordement et les obstacles à l'investissement dans le secteur de l'énergie électrique. L'OCEF s'emploiera à accroître les Fonds 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 alternatives énergétiques propres pour le Bénin.

Les objectifs de l'OCEF sont :

- améliorer la disponibilité du courant électrique et l'accès à l'électricité aux infrastructures publiques, aux communautés et aux ménages ;
- stimuler le marché de l'électrification hors-réseau au Bénin, et
- accroître l'adoption et l'utilisation d'appareils et de mesures d'efficacité énergétique.

Les fonds de l'OCEF viseront quatre principaux domaines ou fenêtres/guichets :

1. **Infrastructures publiques essentielles** telles que les infrastructures de traitement et de pompage d'eau, l'éclairage public, les hôpitaux, les centres de santé publique, les tribunaux, les universités, les écoles et d'autres infrastructures communautaires. Ce guichet vise essentiellement à mettre en place des équipements de production d'énergie électrique hors-réseau et des installations électriques connexes ainsi qu'un cadre administratif susceptible de faciliter les opérations d'exploitation et de maintenance pour garantir la fourniture constante des services essentiels.
2. **Production et distribution d'électricité au niveau communautaire et communal** pour fournir des équipements/installations adéquats assortis de sessions de formation et autres formes d'appui pour les opérations de tarification, d'exploitation et de maintenance au profit des communautés ou communes concernées. Même si les fonds de l'OCEF ne sont pas particulièrement destinés à financer l'acquisition d'équipements agricoles, les propositions de projet relatives à l'utilisation de l'énergie électrique à des fins productives (par exemple système d'irrigation goutte-à-goutte, stockage frigorifique, ou autres équipements de transformation agricole) sont encouragées et les bénéficiaires de la subvention peuvent considérer l'achat d'équipements comme faisant partie des conditions ou exigences d'accès aux fonds de la Facilité.
3. **Services énergétiques aux ménages** : Cette fenêtre permettra d'appuyer les entreprises qui importent, vendent, distribuent, installent ou réparent des équipements de technologie photovoltaïque pour les ménages. Même si de telles entreprises existent déjà dans certaines régions urbaines, l'objectif de la présente fenêtre est entre autres, de veiller à ce que les équipements technologiques proposés aux consommateurs qui ne sont pas raccordés au réseau soient accessibles à ceux qui ne peuvent pas payer un montant initial forfaitaire pour une telle technologie. Par exemple, Le taux de pénétration du téléphone cellulaire est très élevé au Bénin et les services bancaires par téléphonie mobile se développent très rapidement, ce qui offre aux entrepreneurs la possibilité de venir sur le marché avec des contrats de location/vente, des contrats à prépaiement, des contrats de franchise ou autres modèles commerciaux. Un intérêt particulier sera accordé aux propositions qui encouragent l'usage de l'électricité à des fins productives au niveau des

ménages ou celles qui contribuent à réduire le temps de travail des femmes et à soulager la pénibilité de leurs tâches.

4. Mesures d'efficacité énergétique. Les appareils et équipements à faible consommation d'énergie réduisent non seulement les coûts globaux pour les consommateurs d'électricité mais également les demandes en énergie électrique du réseau et hors-réseau. Cette fenêtre de la Facilité mettra l'accent sur l'appui aux modèles d'affaires visant le déploiement des mesures d'efficacité énergétique au profit des administrations publiques, des ménages et des usagers du secteur commercial. Elle sera étroitement liée aux activités de la fenêtre « Efficacité Énergétique », tel que mentionné dans la section 1.2. L'OCEF pourrait disposer des fonds de la Facilité pour la mise en œuvre des recommandations de ces audits énergétiques.

Tel qu'énoncé dans la section précédente, l'Accord de Don contient une condition relative à la politique de création d'un environnement propice à l'Electricité Hors-Réseau qui devrait être satisfaite avant le déblocage des 20 millions de dollar US (la moitié du budget global de l'OCEF) et avant l'utilisation de tout fonds OCEF pour l'octroi de subvention en faveur des mini-réseaux. Par conséquent, le Gestionnaire de la Facilité devra travailler en étroite collaboration avec MCA-Bénin II et avec le Consultant chargé de l'appui à la création d'un environnement propice à l'électricité hors-réseau pour suivre les progrès réalisés par rapport à la satisfaction de cette condition et intégrer cette donnée dans le plan de travail de l'OCEF en vue de la demande de déblocage de fonds pour l'exécution des activités de la fenêtre « mini-réseaux » de l'OCEF.

Il est prévu que l'OCEF sélectionne et appuie financièrement vingt cinq (25) bénéficiaires au maximum. Le choix de ces bénéficiaires devra s'effectuer à travers un ou deux tours d'appel à idées de projets en raison de la condition liée à la création d'un environnement propice à l'Electricité Hors-Réseau³⁰. Le montant de chaque subvention devra être compris dans une marge de 100.000 à 5 millions de dollar US et le bénéficiaire devra y apporter un pourcentage en guise de contribution, soit en espèces ou en nature. Les entreprises du secteur privé fourniront une contribution de 50% du coût global du projet tandis que les organisations à but non lucratif, les communautés, les structures gouvernementales et autres organisations qui ne sont pas du secteur privé devront apporter 15% du coût total du projet en espèces ou en nature.

1.4 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,

³⁰ On suppose que le premier tour de l'appel à idées de projets permettra de recueillir une centaine de projets tandis que le deuxième tour en recueillera une cinquantaine.

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, 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.
- **Le Consultant en Gestion de Programmes et en Gestion Environnementale et Sociale (« PESMC »)** : MCA-Bénin II procédera au recrutement d'un cabinet chargé de l'assister dans l'accomplissement de ses responsabilités d'Agence d'Exécution en rapport avec les projets d'infrastructures prévus dans l'Accord de Don. Ce Cabinet devra fournir, pour le compte de MCA-Bénin II, un large éventail de services d'appui et de gestion du Programme
- **Les Consultants en conception** : MCA-Bénin II a engagé ou est en train de solliciter plusieurs services de consultant et d'ingénieurs pour faire des conceptions détaillées, procéder à des évaluations d'impact environnemental et préparer des documents d'appels d'offres relatifs aux constructions pour certains projets du Programme.
- **Les entrepreneurs** : MCA-Bénin II devra, avec l'appui du PESMC, se doter d'un certain nombre d'entrepreneurs à engager dans le but de mettre en œuvre les projets du Programme sous un contrat de type Conception-Offre-Construction, Conception-Construction ou par d'autres mécanismes alternatifs de prestations de services. L'exécution des travaux constituera le rôle primordial des responsabilités qui incombent à ces entrepreneurs.

1.5 Organisation Institutionnelle

MCA-Bénin II devra signer des Accords de Mise en Œuvre ou Accords d'Exécution (« IEA ») avec différentes entités publiques et parapubliques. Ces entités sont dénommées Agences de Mise en Œuvre ou Agences d'Exécution (« 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 rôles et responsabilités dévolus aux Agences de Mise en Œuvre dans le cadre du Programme du Bénin axé sur l'énergie électrique sont décrits ci-dessous :

- **Ministère de l'Énergie, 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.
- **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 Énergies Renouvelables et de l'Efficiacité Énergétique (« 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'Energie électrique au Bénin. »

1.6 Structure de Mise en Œuvre du Projet

Les rôles dévolus aux principales entités en termes de supervision, de prise de décisions, de gestion et de mise en œuvre du Projet OCEF sont décrits dans le tableau ci-dessous :

Entité	Responsabilités
MCC	<ul style="list-style-type: none"> • Donne « l'avis de Non-objection » sur la sélection du Gestionnaire de la Facilité • Emet « l'avis de Non-objection » sur le Manuel des Procédures • Assure le contrôle des décaissements trimestriels de fonds au profit du Gestionnaire de la Facilité et des bénéficiaires de l'OCEF. • Assure la supervision technique autonome de la gestion des subventions et des bénéficiaires de l'OCEF. • Donne « l'avis de Non-objection » sur les membres du Comité d'Investissement et ceux des Panels de Sélection des Projets. • Donne « l'Avis de Non-objection » sur la liste des candidats présélectionnés par les Panels de Sélection des Projets et sur les décisions d'attribution de subvention prises par le Comité d'Investissement.
MCA-Bénin II	<ul style="list-style-type: none"> • Reste et demeure l'entité responsable qui rend compte de la mise en œuvre de l'OCEF. • Attribue le marché/contrat du Gestionnaire de la Facilité de l'OCEF, en assure la gestion et l'exécution effective. • Assure adéquatement la coordination de la communication sur l'OCEF avec et entre le Gouvernement du Bénin et les autres

Entité	Responsabilités
	<p>principaux acteurs. Supervise et autorise les demandes trimestrielles de fonds préparées par le Gestionnaire de la Facilité et les soumet à MCC pour avis de non-objection.</p> <ul style="list-style-type: none"> • Propose les membres du Comité d'Investissement et donne son accord sur le choix des membres des Panels de Sélection des Projets (PSP) ainsi que sur la liste de présélection proposée par le PSP et les décisions d'attribution de subvention prises par le Comité d'Investissement. • Est chargé de la supervision et du contrôle des actions du Gestionnaire de la Facilité et assure, en collaboration avec l'Agent Fiduciaire de MCA-Bénin II, la responsabilité fiduciaire par rapport aux décaissements au profit des bénéficiaires, conformément à l'Accord de l'Agent Fiduciaire en vigueur. • Veille au suivi de la réalisation de toutes les activités des Projets.
Comité d'Investissement (CI)	<ul style="list-style-type: none"> • Examine et prend des décisions par rapport aux propositions de projets soumises par le Panel de Sélection du Projet et par le Gestionnaire de la Facilité • Peut être composé de représentants issus de MCA-Bénin II et de parties prenantes concernées du Gouvernement du Bénin.
Panel de Sélection des Projets (PSP)	<ul style="list-style-type: none"> • Procède à la validation des propositions présélectionnées en vue de leur évaluation approfondie • Approuve les plans d'assistance technique au profit des soumissionnaires sélectionnés pour l'octroi de la subvention • Recommande au Comité d'Investissement, les propositions susceptibles de bénéficier de la subvention.
Gestionnaire de la Facilité ³¹	<ul style="list-style-type: none"> ○ Elabore un Manuel de Procédures de gestion de l'OCEF compatible avec les orientations de MCA-Bénin II et de MCC ○ Assure la coordination du processus d'octroi de subvention tel que décrit dans les présents termes de référence, notamment :

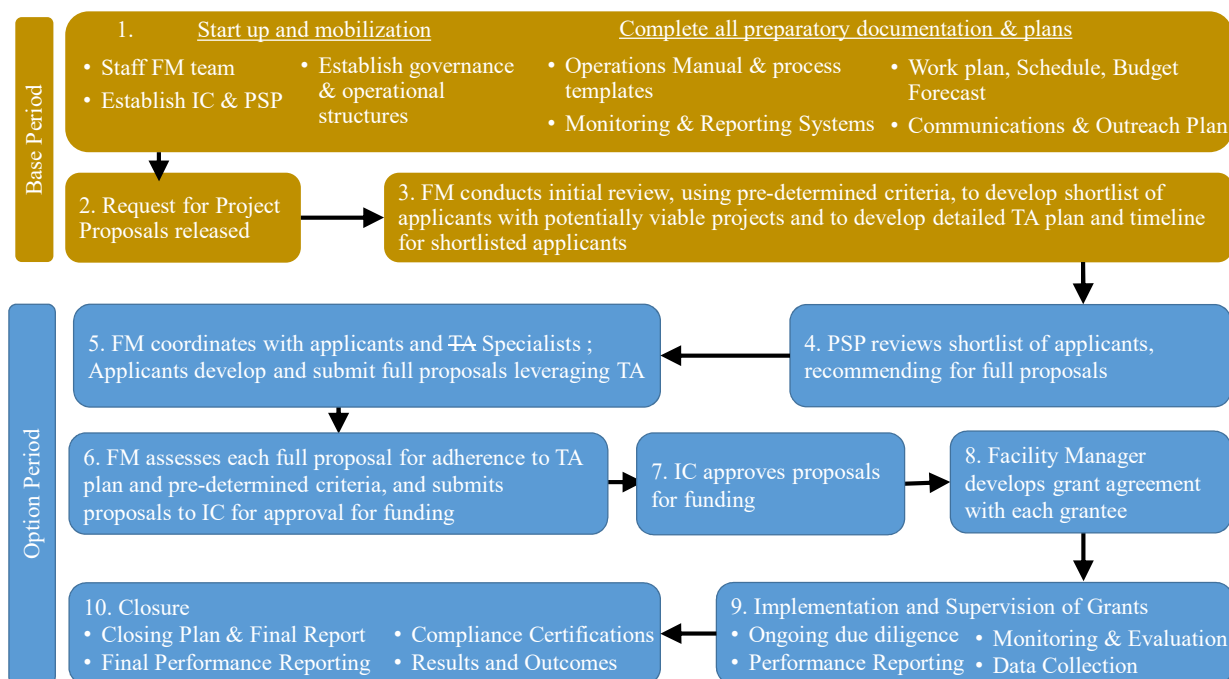
³¹ Cet aperçu des responsabilités est seulement illustrative, et ne peut être invoqué pour déterminer les engagements juridiques, rôles et responsabilités du Consultant.

Entité	Responsabilités
	<ul style="list-style-type: none"> ○ élaboration des Demandes de Candidatures (DDC) ○ suivi des propositions de projets et coordination de l'assistance technique aux bénéficiaires potentiels identifiés par le Panel de Sélection de Projets ○ appui au Comité d'Investissement et soutien au processus final d'octroi des subventions ○ appui à la gestion de la subvention, à l'assurance-qualité et à MCA-Bénin II dans le contrôle financier des bénéficiaires ○ réalisation des évaluations et suivi des résultats ○ élaboration et soumission des rapports sur l'octroi des subventions à MCA-Bénin II ○ Assure la gestion globale de l'OCEF et l'élaboration des rapports.

2. ETENDUE DES SERVICES

Le Gestionnaire de la Facilité est responsable de l'atteinte des objectifs de l'OCEF tels que préalablement définis. A ce titre, il est chargé de mettre en place des procédures efficaces et d'assurer la gestion de l'intégralité du processus d'octroi des subventions tout en se conformant aux critères, politiques et directives de MCA-Bénin II et de MCC en matière d'investissement. L'organigramme des tâches ci-dessous donne un aperçu du processus.

Organigramme indicatif de la Facilité d'Energie Propre Hors-Réseau (OCEF) du Programme du Bénin



2.1 Tâches et Livrables (Période de Base)

L'objectif principal de la Période de Base consiste, pour le Gestionnaire de la Facilité, à s'établir au Bénin, à élaborer et mettre en place l'ensemble des plans, procédures, documents et mécanismes de gestion nécessaires au lancement des Demandes de Candidatures de (DDC). En outre, la Période de Base permettra de lancer les DDC, de réaliser l'étude et l'analyse approfondies de toutes les propositions reçues, de procéder à la présélection des soumissionnaires, y compris l'élaboration d'un plan d'assistance technique. La Période de Base prendra fin avec la soumission du rapport de ladite période comprenant notamment le rapport d'évaluation des propositions, le résultat des présélections et le plan d'assistance technique.

De façon générale, le Gestionnaire de la Facilité sera chargé de mettre en œuvre, de gérer et d'assurer le suivi des activités de l'OCEF. Il aura à mettre en place le cadre administratif relatif à la mise en œuvre de l'OCEF selon les tâches décrites ci-dessous et devra superviser et garantir l'assurance-qualité du processus d'octroi de subvention, depuis l'élaboration de la DDC jusqu'à la phase finale de clôture de chacune des subventions. Le Gestionnaire de la Facilité travaillera en étroite collaboration avec toutes les Directions de MCA-Bénin II, notamment la Direction des Opérations, la Direction de Passation des Marchés, la Direction de l'Administration et des Finances, le Bureau du Conseiller Général, la Direction des Communications et la Direction du Suivi-Evaluation. Il devra également collaborer avec les structures gouvernementales aux niveaux national et local selon les instructions de MCA-Bénin II.

2.1.1 Tâche 1 – Mobilisation et Travaux Préparatoires

- Mobilisation du personnel et ouverture des bureaux à Cotonou, de préférence dans la même enceinte que MCA-Bénin II.
- Le Gestionnaire de la Facilité devra organiser une réunion de lancement/démarrage à Cotonou, trois semaines après l'attribution du contrat. Au cours de cette réunion, il présentera un projet de Plan de Travail pour la Période de Base et, aussi bien MCA-Bénin II que lui-même procéderont chacun, à la présentation de leur équipe respective et débattront des questions de planification et d'identification des priorités.
- Le Gestionnaire de la Facilité devra élaborer un rapport de démarrage et un plan de travail détaillé (Plan de Travail de la Période de Base) pour la réalisation de toutes les tâches à exécuter pendant la Période de Base. Il procédera à une revue approfondie de toute la documentation que lui fournira MCA-Bénin II ensemble avec d'autres documents importants mis à sa disposition pour l'élaboration du Plan de Travail de la Période de Base. Le Plan de Travail de la Période de Base comportera tout au moins, le chronogramme, la nomenclature des activités (séquençage), le chemin critique, les interdépendances, les ressources nécessaires et les entités responsables des principales tâches définies dans les présents termes de référence, notamment mais de façon non limitative :
 - La production des versions provisoire et définitive du Manuel de Procédures de l'OCEF (Cf. tâche 2 pour plus de détails)
 - L'élaboration et le lancement des DDC
 - La création d'une Base de données en vue du stockage des informations issues des propositions
 - L'Evaluation préliminaire des propositions relatives à l'octroi des subventions
 - L'identification de l'assistance technique nécessaire aux bénéficiaires, etc.
- **Livrables de la Tâche 1**
Le rapport de démarrage composé des éléments suivants :
 1. Versions provisoire et finale du Plan de Travail de la Période de Base
 2. Ouverture du Bureau Principal de Cotonou et mise en place complète du personnel
 3. Réalisation effective de la réunion de lancement/démarrage.

2.1.2 Tâche 2 – Elaboration du Manuel de Procédures de l'OCEF

- Le Gestionnaire de la Facilité devra élaborer un Manuel de Procédures détaillé et exploitable tout au long de la durée de vie de l'OCEF. L'élaboration du manuel de procédures devra s'inspirer à la fois des directives et des critères établis par MCA-Bénin II et MCC à ce jour (notamment un document sur les Directives Générales élaboré pendant la phase de formulation du Programme et donnant un aperçu de l'OCEF, le

rapport interne élaboré après l'étape de l'Appel à Idées de Projets, le plan de communication préliminaire et une version provisoire des termes de référence du Panel de Sélection de Projets), ainsi que l'expérience antérieure du Gestionnaire de la Facilité et sa connaissance des meilleures pratiques mises en œuvre par des Facilités similaires.

- Le Manuel de Procédures devrait comporter :
 - Les rôles et responsabilités dévolus à MCA-Bénin II, à MCC, au Panel de Sélection de Projets (PSP), au Comité d'Investissement (CI) et à d'autres parties prenantes (par exemple, l'ABE, l'ARE, l'ANADER, l'ABERME, l'ABENOR).
 - La description détaillée du processus d'octroi des subventions, notamment
 - les procédures relatives aux demandes de soumission, aux offres/soumissions, aux documents de qualification, à l'adjudication et à l'octroi de la subvention
 - les processus de communication qui sous-tendent les interactions avec les soumissionnaires
 - la méthodologie de réalisation des analyses préliminaires et des directives applicables aux études préalables (notamment les visites de chantier ou de site)
 - la méthodologie d'évaluation des propositions de contribution soumises par les candidats pour satisfaire aux exigences de la Facilité (50% pour les intervenants du secteur privé et 15% pour les ONG, le secteur public et les communautés)
 - les procédures relatives à la fourniture d'une assistance technique aux soumissionnaires dans le cadre de l'amélioration des propositions présélectionnées en vue d'une évaluation finale
 - les procédures en matière d'assurance-qualité technique, de contrôle financier, d'élaboration de rapport financier et d'audit.
 - Les procédures de supervision et de contrôle pendant la mise en place des subventions, notamment la définition de normes spécifiques applicables à l'examen et à l'adoption des jalons fixés par les bénéficiaires et le décaissement des fonds
 - Les modèles et formulaires relatifs au processus formel d'octroi de la subvention, notamment les propositions, les plans d'affaires, les plans d'inclusion sociale et d'intégration du genre, l'adhésion aux Normes de Performance de la SFI, les Accords de Subvention, etc. qui seront intégrés dans des annexes appropriées.
 - Les descriptions détaillées des principes et politiques de gestion dans le document ou dans les annexes, notamment :
 - Les critères d'éligibilité, d'évaluation et d'octroi de la subvention
 - Les éléments de conformité aux Normes de Performance de la SFI et à la Politique de MCC en matière de gestion sociale et de sauvegarde de l'environnement qui prévoit qu'aucun projet affectant ou susceptible de porter préjudice à l'environnement ou aux populations ne peut bénéficier d'un financement ;

- les stratégies visant à garantir la participation et la jouissance des avantages du Projet aux femmes, aux pauvres et aux autres groupes de consommateurs potentiellement marginalisés ;
 - la liste exhaustive des indicateurs de suivi du projet, notamment des définitions et méthodes détaillées de collecte ainsi que des informations de référence et des cibles ;
 - la procédure de réalisation de l'analyse économique des propositions conformément à une méthodologie approuvée et compatible avec les Directives de MCC en matière d'Analyse Economique, et répondant aux exigences d'un pourcentage de 10% de Taux de Rentabilité Economique (TRE) fixé par MCC ;
 - les modèles de présentation de projet de budget aux bénéficiaires dans le cadre de l'octroi de la subvention et le canevas détaillé d'élaboration des rapports pendant la phase de mise en œuvre du processus d'octroi de la subvention ;
- Le Manuel de Procédures de l'OCEF sera le document de référence pour la gestion de l'OCEF. Il sera, en tant que tel, un document évolutif et devra être actualisé sur la base des informations réunies au cours de la période de base relative à la mise en œuvre. Le Manuel de Procédures et tout autre amendement subséquent seront soumis à l'approbation préalable de MCA-Bénin II et à l'avis de non-objection de MCC.

L'expérience a montré que l'entretien après la période de mise en œuvre initiale, y compris la disponibilité des équipements de remplacement lorsque les composants échouent, est crucial pour le succès des projets d'électricité hors réseau. Le manque d'une telle maintenance et l'entretien durable après l'installation initiale ont conduit à l'échec de nombreuses initiatives d'énergie. Par conséquent, les propositions devraient inclure l'entretien et la durabilité de sorte que cette électrification continue indéfiniment après la période d'installation et de mise en œuvre initiale.

Livrables de la Tâche 2

1. Versions provisoire et finale du Manuel de Procédures (et les Annexes décrites dans les tâches ci-dessous).

2.1.3 Tâche 3 – Elaboration du Plan de Communication et d'Engagement des Parties Prenantes de l'OCEF

- Le Gestionnaire de la Facilité, devra, sur la base des Directives de MCC et après avoir consulté le Plan de Communication et le Plan d'Engagement des Parties Prenantes de MCA-Bénin II, élaborer un Plan détaillé de Communication et d'Engagement des Parties Prenantes (Plan de CEPP) qui décrira la stratégie d'implication des soumissionnaires et parties prenantes de l'OCEF. Ce Plan constituera une annexe du Manuel de Procédures.
- Le Plan de Communication devra :
 - décrire les initiatives ou efforts de vulgarisation et de sensibilisation au plan national, régional et international ;

- viser les cibles du secteur privé au plan national, régional et international, les communautés locales, les ONG locales et internationales et les organismes publics de l'Etat ;
 - fournir les détails sur les outils utilisés pour mener des campagnes de sensibilisation (les sources médiatiques et la messagerie) y compris l'organisation de fora visant à expliquer, entre autres, les objectifs, les critères d'éligibilité, le processus de soumission de proposition et la procédure d'octroi de la subvention ;
 - intégrer les enseignements tirés des campagnes de sensibilisation menées pendant la préparation de l'Appel à Idées de Projets (lancé en février 2015 par MCC et le Gouvernement du Bénin) ;
 - prendre en compte les considérations relatives à la pauvreté, à l'inclusion sociale et à l'intégration du genre dans le but de maximiser la participation des entreprises appartenant à des femmes ainsi que les projets d'octroi de subvention ayant des impacts positifs sur les femmes, les pauvres et autres groupes défavorisés.
- Le Plan d'Engagement des Parties Prenantes devra comporter les éléments ci-après :
 - apporter des précisions sur les différents groupes de parties prenantes et préciser quand et comment MCA-Bénin II, à travers l'OCEF, les impliquera afin de recueillir des contributions pour la conception des activités, faire le point sur les progrès réalisés, donner des informations sur les prochaines étapes et valider leur progrès. Au nombre des activités devant figurer dans le plan d'engagement des parties prenantes, on peut retenir :
 - l'implication des communautés des régions du Bénin identifiées comme des cibles clés par rapport à l'électrification hors-réseau ; aussi bien des élus locaux que des bénéficiaires individuels (notamment des groupements de femmes) ;
 - la description d'une stratégie visant à encourager des partenariats entre les promoteurs de projets, telle que la mise en relation/le jumelage des organisations détenant des connaissances au niveau local avec des structures disposant d'une expertise technique internationale ou la facilitation de regroupement des projets similaires ou de plus petite taille le cas échéant ;
 - l'implication des structures publiques clés du Bénin dont entre autres : ANADER, ABERME, ARE, ABE, ABENOR ;
 - la consultation d'importants partenaires au développement.

Livrables de la Tâche 3

1. Versions provisoire et finale du Plan de Communication et du Plan d'Engagement des Parties Prenantes.

2.1.4 Tâche 4 – Elaboration du Système de Gestion Environnementale et Sociale, de Santé et de Sécurité (SGESSS de l'OCEF)

D'après les Directives de MCC sur l'Environnement (2012), l'OCEF est un projet de la catégorie D parce qu'il fait appel à la Facilité, une entité intermédiaire qui, sur fonds MCC, financera des projets susceptibles d'entraîner des impacts environnementaux et sociaux néfastes, y compris des réinstallations involontaires et/ou des déplacements temporaires/des litiges fonciers sur les limites des terres et devrait donc être soumis à un contrôle des risques en vue d'une décision sur le type d'étude nécessaire à réaliser. La Politique de MCC sur l'Environnement exige que tous les sous-projets se conforment (1) aux lois et réglementations nationales en vigueur sur l'environnement ainsi qu'aux procédures d'analyses des impacts sociaux et environnementaux, et (2) aux Normes de Performance de la SFI relatives à la Durabilité Environnementale et Sociale.

Des évaluations d'impact environnemental et social (notamment les réinstallations éventuelles) doivent être réalisées et autres documents connexes élaborés pour tous les bénéficiaires et rendus disponibles et accessibles aux parties potentiellement affectées par le projet. Le Gestionnaire de la Facilité devra contrôler et suivre les performances des bénéficiaires sur le plan environnemental, social, sanitaire et sécuritaire et soumettre à MCA-Bénin II, des rapports périodiques sur son portefeuille de projet.

Comme le prescrit la Norme de Performance N° 1 de la SFI, MCA-Bénin II met en place un Système de Gestion Environnementale et Sociale, de Santé et de Sécurité (SGESSS) pour s'assurer que toutes les activités financées au titre de l'Accord de Don sont entreprises en conformité avec les lois et réglementations en vigueur sur l'Environnement au Bénin, avec les Directives de MCC sur l'Environnement et avec les Normes de Performance de la SFI. Etant donné que l'OCEF est un intermédiaire financier entre MCA-Bénin II et les activités à appuyer avec les fonds de la subvention, il s'avère nécessaire que l'OCEF dispose de son propre SGESSS dans le but de garantir que lesdites activités répondent aux objectifs du SGESSS de MCA-Bénin II.

Le SGESSS de l'OCEF sera une annexe du Manuel de Procédures et comportera les éléments suivants tels que le prévoit la Norme de Performance N° 1 de la SFI :

- Une déclaration de politique en cohérence avec le SGESSS de MCA-Bénin II et approuvée par la Coordination ou l'équipe dirigeante de MCA-Bénin II ;
- Une description de la capacité organisationnelle, du processus de dotation en personnel, des tâches et de la stratégie de reddition de compte que le Gestionnaire de la Facilité mettra en place pour gérer les aspects relatifs à la performance environnementale et sociale des opérations de l'OCEF ;
- Les procédures d'évaluation minutieuse des projets conformément aux normes de performance de la SFI qui prévoient l'élimination de toute proposition de projets portant sur des activités qu'il est interdit à MCC de financer, tel que le décrivent la Section 2 et l'Appendice A des Directives de MCC sur l'Environnement ;
- Les procédures d'évaluation des risques environnementaux et sociaux mesurés par rapport à l'intensité des impacts potentiels, notamment en

faisant la distinction entre les projets qui nécessitent des plans de gestion environnementale et sociale, de santé et de sécurité (PGESSS) spécifiques pour chaque site, ou l'application des guides de bonnes pratiques, l'évaluation d'impact environnemental et social (EIES) ou des projets qui n'ont besoin d'aucun plan de gestion environnementale, sociale, de santé et de sécurité ;

- Les procédures de suivi de la performance environnementale et sociale du portefeuille des projets de l'OCEF et l'élaboration et la transmission des rapports de progrès périodiques à MCA-Bénin II ;

L'organisation de sessions de formation et de campagnes de sensibilisation sur la Performance Environnementale et Sociale au profit du personnel de l'OCEF, des consultants et des bénéficiaires ;

La description des mesures de protection des droits, de la santé et de la sécurité du personnel de l'OCEF et des contractants/entrepreneurs conformément à la Norme de Performance n° 2 de la SFI et du SGESSS de MCA-Bénin II ;

- L'élaboration du PGESSS et de l'EIES en collaboration avec les communautés affectées et d'autres catégories d'acteurs au regard du Plan de Communication et du Plan d'Engagement des Parties Prenantes. La publication des outils ou dispositifs de mesure de la Performance Environnementale et Sociale sur les sites Internet de l'OCEF et du MCA-Bénin II, pour observations et commentaires, avant toute prise de décision de financement ;
- L'établissement des droits des travailleurs/ouvriers, la définition des conditions sécuritaires et sanitaires sur les lieux de travail ainsi que la mise en place du mécanisme de gestion des plaintes par rapport aux éléments leur correspondant dans le SGESSS de MCA-Bénin II.

Livrables de la Tâche 4

1. Versions provisoire et finale du SGESSS de l'OCEF.

2.1.5 Tâche 5 – Elaboration d'une stratégie de fourniture d'une Assistance Technique aux soumissionnaires

Bien qu'il soit prévu que les candidats fournissent dans leurs dossiers de candidature toutes les informations nécessaires permettant d'évaluer correctement l'opportunité d'investissement et l'attribution de la subvention, sur la base de ses expériences sur des facilités similaires, MCC a compris que l'assistance technique (AT) est généralement nécessaire pour appuyer les soumissionnaires dans l'élaboration de propositions complètes qui répondent aux exigences de l'Accord de Don, notamment en ciblant les pauvres, en élaborant des plans de suivi-évaluation et en respectant les normes de performance de la SFI.

Le Gestionnaire de la Facilité aura à élaborer un Plan d'Assistance Technique aux soumissionnaires présélectionnés (Stratégie d'Assistance Technique) qui sera une annexe du Manuel de Procédures et devra inclure les éléments ci-après :

- La description de la méthodologie d'évaluation des propositions par rapport aux conditions ou exigences de l'Assistance Technique ainsi que celle relative à l'Assistance Technique fournie, y compris la façon dont les experts nécessaires seront mobilisés rapidement en nombre suffisant pour fournir immédiatement l'Assistance Technique après la présélection, à savoir, fournir une capacité supplémentaire dans la mobilisation des spécialistes nécessaires en nombre et en expertise.
- L'Assistance Technique peut être constituée de sessions de formation et/ou d'activités de consultation sur plusieurs éléments de développement du projet, y compris mais sans s'y limiter, des directives pour élaborer les versions provisoires et/ou améliorer les instruments de contrôle de la Performance Environnementale et Sociale, conseiller les soumissionnaires sur les aspects relatifs au système de Gestion Environnementale et Sociale dans la conception et la gestion des projets ainsi que des éléments sur l'inclusion sociale et l'intégration du genre, le Suivi-Evaluation et l'analyse économique, etc.

Livrables de la Tâche 5

1. Versions provisoire et finale de la stratégie d'Assistance Technique

2.1.6 Tâche 6 – Elaboration d'un Plan d'Analyse Economique

- Sur la base des critères de calcul du Taux de Rentabilité Economique (TRE) définis par MCC, le Gestionnaire de la Facilité devra, en collaboration avec MCA-Bénin II et MCC, développer une méthodologie d'analyse économique pour chaque fenêtre/guichet dans le but d'évaluer les critères relatifs au TRE ;
- Le Gestionnaire de la Facilité doit être habitué aux orientations de MCC sur la Facilité et au guide d'analyse économique, et dans la mesure du possible, élaborer la méthodologie d'analyse économique pour chaque fenêtre en se fondant sur les principes proposés dans le guide ;
- Le Gestionnaire de la Facilité devra mettre en place une procédure de réalisation de l'analyse économique pour chaque proposition présélectionnée conformément à la méthodologie approuvée. Cette procédure devra inclure un modèle de réalisation pour fournir des informations suffisantes pour mener le calcul du Taux de Rendement Economique (TRE) ;
- De concert avec MCA-Bénin II et MCC, le Gestionnaire de la Facilité proposera une liste de données devant figurer dans la proposition présélectionnée. Il peut s'agir par exemple des données sur le nombre de consommateurs/clients potentiels, la zone géographique à couvrir dans le cas des mini-réseaux, etc. ;

- Selon les orientations de MCC sur la Facilité (en cours d'élaboration), les propositions de petite taille ne nécessitent pas un calcul des Taux de Rendement Economique (TRE). Il reviendra au Gestionnaire de la Facilité de définir par fenêtre, les critères de classification des propositions par type d'analyse requise ;
- Le Gestionnaire de la Facilité devra identifier, au cours du processus, des mesures d'incitation potentielle que la Facilité pourrait suggérer pour prise en compte dans les réformes de politiques.

Livrables de la Tâche 6

1. Versions provisoire et finale du Plan d'Analyse Economique, y compris la méthodologie et la procédure ;
2. L'ensemble des fichiers Excel (modèles) utilisés par les soumissionnaires ou les tierces personnes pour calculer le TRE ;
3. Liste de l'ensemble des données primaires et secondaires à utiliser pour le calcul du TRE.

2.1.7 Tâche 7 – Elaboration d'un Plan de collecte de données et de Suivi-Evaluation

- Etant donné que la définition du but et des objectifs de l'OCEF se précise davantage, le Gestionnaire de la Facilité travaillera en collaboration avec MCA-Bénin II et MCC pour préparer l'ébauche de la logique du Programme/la théorie du changement pour les différentes fenêtres de la Facilité. Cette logique du programme devra articuler toutes les réalisations envisagées ainsi que les résultats attendus à court, moyen et long-terme des opérations de l'OCEF.
- La logique du programme de l'OCEF devra transparaître dans le Plan de Suivi-Evaluation de l'OCEF. Sur la base de cette logique du programme, le Gestionnaire de la Facilité devra travailler en collaboration avec MCA-Bénin II et MCC pour développer des plans de suivi-évaluation et de collecte de données destinés à évaluer le niveau de réalisation des activités de l'OCEF. Ces plans devront être approuvés par MCA-Bénin II et MCC à travers le « Plan de Suivi-Evaluation de l'OCEF » dont l'élaboration devra s'inspirer du Plan global de Suivi-Evaluation du Programme MCA.
- Le Plan de Suivi-Evaluation de l'OCEF devra définir une liste d'indicateurs de suivi pour chaque octroi de subvention et pour le projet en général. Ces indicateurs seront collectés régulièrement tout au long de la mise en œuvre des projets financés par l'OCEF et comporteront les informations ainsi que les résultats attendus à court et à moyen terme. Le Gestionnaire de la Facilité devra, ensemble avec MCA-Bénin II et MCC, identifier et définir la liste de ces indicateurs, et sera, par conséquent chargé de collecter et de mettre à disposition des données en complément des indicateurs identifiés au cours de la période optionnelle ;

- Le Plan de S & E de l'OCEF intégrera des indicateurs pour le suivi et l'évaluation de la performance sociale et environnementale et pour la collecte des données sur l'inclusion sociale et l'intégration du genre ;
- Le Gestionnaire de la Facilité devra également collaborer avec les Evaluateurs Indépendants de MCC. Tous les projets de MCC sont soumis à une évaluation indépendante par un cabinet recruté directement par MCC. Bien qu'ils soient indépendants, les Evaluateurs Indépendants de MCC comptent sur la collaboration et la participation des différentes parties prenantes qui contribuent à mettre en œuvre les projets, y compris le Gestionnaire de la Facilité. Ainsi donc, il est attendu que le Gestionnaire de la Facilité ait une parfaite collaboration avec les Evaluateurs Indépendants.

Livrables de la Tâche 7

1. Versions provisoire et finale du Plan de Suivi et Evaluation de l'OCEF
2. Version actualisée des Plans de S & E de l'OCEF, au besoin.

2.1.8 Tâche 8 – Elaboration d'un Plan d'inclusion sociale et d'intégration du genre pour l'OCEF

Le Gestionnaire de la Facilité travaillera en collaboration avec MCA-Bénin II et MCC pour mettre en place une procédure susceptible de garantir l'inclusion sociale et l'intégration du genre et qui vise les pauvres et les consommateurs des zones rurales. Le Plan d'inclusion sociale et d'intégration du genre de l'OCEF (« Plan ISIG de l'OCEF ») devra se fonder sur le plan global d'inclusion sociale et d'intégration du genre du Programme MCA-Bénin et sur la Politique et les jalons clés de MCC en matière d'inclusion sociale et d'intégration du genre ainsi que sur les procédures opérationnelles. Le Plan ISIG de l'OCEF doit :

- Etablir des critères ISIG pour chaque fenêtre relative à la Demande de Candidature (DDC), l'évaluation des propositions présélectionnées et pour les décaissements au profit des projets sélectionnés. Pour définir ces critères, les soumissionnaires seront contraints de consulter les bénéficiaires potentiels de leurs projets et de définir une stratégie permettant de répondre aux besoins des femmes, des populations rurales et vulnérables.
- Mettre à disposition des soumissionnaires, des modèles et des directives pour les aider à satisfaire aux exigences du ISIG ;
- Comporter des indicateurs de suivi de l'inclusion sociale et l'intégration du genre et son impact sur les bénéficiaires des zones rurales, et veiller à ce que ces indicateurs soient intégrés dans le Plan de S & E de l'OCEF.

Livrables de la Tâche 8

1. Versions provisoire et finale du Plan ISIG de l'OCEF

2.1.9 Tâche 9 – Assistance Technique et Administrative au Panel de Sélection des Projets (PSP)

Le PSP est composé de membres issus des secteurs public et privé et ayant de l'expérience dans le domaine de l'énergie électrique, ainsi que des experts dans le domaine des solutions d'énergie électrique propre hors réseau, notamment les solutions pouvant profiter aux populations rurales pauvres et réduire le temps et la pénibilité des tâches pour les femmes. Le PSP sera chargé d'évaluer les propositions de projet présélectionnées et ayant fait l'objet de contrôle par le Gestionnaire de la Facilité. Il aura à établir la liste finale des propositions retenues et recommandées en vue d'une évaluation plus approfondie par le Comité d'Investissement.

Le PSP sera probablement composé de 7 membres votants et leur majorité devra constituer le quorum. MCA-Bénin II devra octroyer des défraiements aux membres du PSP pour les services rendus en conformité avec les meilleures pratiques internationales. MCA-Bénin II et MCC auront un statut d'observateur dans le PSP.

- Le Gestionnaire de la Facilité exploitera les directives de MCA-Bénin II pour élaborer la procédure applicable au PSP. Cette procédure portera sur la composition du PSP, la désignation des membres, l'organisation/structure, la gouvernance, le fonctionnement, le niveau d'effort et la documentation. Toutes ces informations devront figurer dans le Manuel de Procédures de l'OCEF ;
- Le Gestionnaire de la Facilité procédera à l'identification des membres du PSP qui seront soumis à l'approbation de MCA-Bénin II et à l'avis de non-objection de MCC ;
- Le Gestionnaire de la Facilité devra clairement consigner le processus d'évaluation et de prise de décisions relatif au PSP et procéder à l'archivage de tous les documents soumis et/ou élaborés. Il assurera tout le support administratif et logistique du PSP. Toutes les procédures et processus du PSP devront faire l'objet d'approbation par MCA-Bénin II et recevoir l'avis de non-objection de MCC.

Livrables de la Tâche 9

1. Le Plan de gestion du PSP comportant la procédure relative à l'identification, la composition, l'organisation et la convocation des membres ;
2. La mise en place du PSP, notamment l'assistance administrative, technique et logistique.

2.1.10 Tâche 10 – Gestion globale de la Facilité, Supervision, Suivi et Production de rapports

Dans le cadre de sa mission globale de mise en œuvre de l'OCEF, le Gestionnaire de la Facilité devra effectuer toutes les tâches courantes liées à la gestion, l'archivage/documentation ainsi que l'élaboration de rapports nécessaires pour permettre au MCA-Bénin II et à MCC de suivre les activités de l'OCEF et les progrès réalisés en temps réel. Il s'agit entre autres des tâches ci-après :

- Tenue régulière de réunions de concertation avec la Coordination de MCA-Bénin

- II et MCC ;
- Elaboration de rapports périodiques de toutes les réunions, missions, ateliers et consultations ;
- Elaboration de rapports mensuels et trimestriels.

- Le Gestionnaire de la Facilité devra concevoir sous Microsoft Access (ou autre logiciel équivalent), en collaboration avec MCA-Bénin II et MCC, une base de données centralisée contenant des informations complètes et détaillées et les documents relatifs à chaque proposition du projet de l'OCEF (ainsi que les partenaires associés) tout au long du processus d'octroi des subventions. La base de données devra fournir une piste d'audit fiable qui permettent de procéder à la vérification de tous les soumissionnaires et leurs partenaires associés, qu'ils participent ou non à l'OCEF, et de donner des informations sur l'état d'avancement de chaque proposition de projet. La base de données sera conçue et gérée tout au long de la période de base. Elle devra contenir tout au moins les informations suivantes qui pourraient s'accroître après consultation avec MCA-Bénin II :
 - Des informations de base sur chaque proposition de projet (phase, coordonnées, situation géographique, montant de la subvention, fenêtre/guichet, catégorie d'investissement, principaux livrables, etc.)
 - Des informations détaillées sur chaque proposition notamment les diverses étapes jusqu'à l'élaboration de la proposition complète et l'octroi de la subvention (suivi de l'avancement du processus, données financières sur la subvention, bénéficiaires cibles, impacts, analyse des stratégies d'inclusion sociale et d'intégration du genre et des activités de performance environnementale, conditions de décaissement, modalités de répartition des frais, assistance technique, autres procédures de passation des marchés indispensables, renforcement des capacités, analyse des risques, taux de rentabilité économique, etc.)

Livrables de la Tâche 10

1. Réunions périodiques, élaboration de rapports et de documents (tel que mentionné dans la tâche ci-dessus)
2. Versions provisoire et finale de la base de données de l'OCEF.

2.1.11 Tâche 11 - Lancement des Demandes de Candidature

La présente tâche englobe la période antérieure au lancement de la Demande de Candidature (DDC), la phase de lancement proprement dite et les activités à mener pendant la période de soumission (de la date d'ouverture à la date de clôture du dépôt) des propositions. Le Gestionnaire de la Facilité devra réceptionner, enregistrer et suivre le processus de dépôt des soumissions de projets, objet de la DDC.

- Tenir des séances de communication et de sensibilisation suivant le Plan de Communication ayant servi à lancer la DDC;
- Elaborer la version provisoire de la DDCs pour approbation ;
- Procéder au lancement de la DDC pour toutes les fenêtres de l'OCEF conformément aux conditions décrites dans le Manuel de Procédures ;
- Fournir des informations ou réponses aux questions ou demandes de clarification relatives à la DDC, y compris en organisant des sessions d'informations ;
- Emettre des avis écrits aux soumissionnaires, sous forme de correspondance, pour accuser réception de leur proposition.

Livrables de la Tâche 11

1. Versions provisoire et finale de la DDC
2. Lancement de la DDC Récapitulatif des rapports des sessions d'information tenues et constitution d'une documentation sur les questions reçues des soumissionnaires et les réponses qui leur ont été fournies
3. Le lot des propositions reçues et l'ensemble des lettres de notification adressées aux soumissionnaires.

2.1.12 Tâche 12 – Analyse des Propositions et établissement de la liste restreinte

- Le Gestionnaire de la Facilité procédera à l'analyse des propositions reçues et constituera une liste restreinte des soumissions conformément aux dispositions du Manuel de Procédures et des Orientations de MCA-Bénin II. Cette tâche consiste notamment à :
 - Procéder à l'analyse des soumissions en se servant des critères d'évaluation prédéterminés définis dans le Manuel de Procédures, y compris tous les Annexes, pour concevoir une liste de candidats ayant soumis des projets potentiellement viables ;
 - Réaliser des études préalables sur les projets potentiels sélectionnés, notamment des visites de site et la tenue de séances de concertation avec de potentiels soumissionnaires présélectionnés, le cas échéant ;
 - Elaborer un plan d'assistance technique pour chaque proposition présélectionnée (chaque Plan étant individuellement dénommé « Plan d'Assistance Technique de Proposition » et pour l'ensemble des dossiers présélectionnés, le « Plan d'Assistance Technique des Propositions Présélectionnées » comme décrit au point 2.1.5.
 - Saisir dans la base de données de l'OCEF, les informations relatives à chaque proposition afin d'assurer le suivi de toutes les propositions ;

- Créer en y ajoutant un argumentaire, une liste de propositions qui ne devraient pas être présélectionnées, soit parce que les activités proposées sont interdites dans les Directives de MCC sur l'Environnement ou parce que leur financement pourrait ne pas être approuvé à cause de certaines restrictions par rapport à une ou plusieurs Normes de Performance. Une liste de propositions qui satisfont aux normes, mais néanmoins ne sont pas présélectionnés doit également être préparé, avec l'explication des raisons pour lesquelles ils ne sont pas présélectionnés, y compris les considérations budgétaires.
- Le Gestionnaire de la Facilité aura également à élaborer un rapport final de la Période de Base qui comprendra un aperçu de l'ensemble des activités menées, les résultats obtenus et leur impact pendant cette période de base. Le rapport donnera aussi un récapitulatif des leçons apprises ou des enseignements tirés ainsi que les meilleures pratiques découlant de la Période de Base.

Livrables de la Tâche 12

1. Saisie des informations dans la base de données de l'OCEF
2. Rapport récapitulatif du processus d'analyse des propositions et les étapes préalables ayant conduit à l'élaboration de la liste restreinte
3. Plan d'Assistance Technique des Propositions Présélectionnées
4. Versions provisoire et définitive du rapport de la Période de Base.

2.2 Tâches et Livrables (Période Optionnelle)

Sur la base des performances du Gestionnaire de la Facilité au cours de la Période de Base, il pourra être retenu pour exécuter une Période Optionnelle pendant les années ultérieures de mise en œuvre du Programme. L'objectif principal de la Période Optionnelle est de poursuivre les travaux entrepris au cours de la Période de Base en assurant la conduite du processus depuis la présélection des propositions jusqu'à l'octroi des subventions et la phase de la mise en œuvre conformément aux dispositions du Manuel de Procédures de l'OCEF.

2.2.1 Tâche 1 – Organisation et gestion du PSP

En collaboration avec MCA-Bénin II, le Gestionnaire de la Facilité aura à organiser et à gérer le Panel de Sélection de Projets en vue de l'analyse des propositions présélectionnées (et du Plan d'Assistance Technique des Propositions Sélectionnées) et l'approbation des propositions définitives. Il sera notamment chargé de :

- Organiser le PSP et assurer des sessions de formation visant à garantir le respect des normes applicables à l'analyse des propositions par les membres du PSP, et ce, conformément aux dispositions du Manuel de Procédures ;
- Assurer la préparation logistique y compris l'organisation des déplacements/voyages au profit des membres du PSP, etc.

- Assurer la gestion de tous les aspects administratifs, notamment l'élaboration d'un calendrier, la supervision des délibérations du PSP, et la consignation des débats.
- Donner une notification écrite aux soumissionnaires pour les informer de l'issue de leur proposition de soumission.

Livrables de la Tâche 1

1. Rapport récapitulatif des formations dispensées aux membres du PSP
2. Versions provisoire et définitive des rapports élaborés par le PSP sur la base de ses délibérations et recommandations.

2.2.2 Tâche 2 – Elaboration des Propositions définitives et Assistance Technique aux Propositions présélectionnées

Le Gestionnaire de la Facilité, assisté de ses spécialistes, devra apporter aux soumissionnaires, toute l'assistance technique et le soutien nécessaires pour élaborer des propositions définitives qui répondent aux critères définis dans le Manuel de Procédures.

- Sur la base du Plan d'Assistance Technique aux Propositions Présélectionnées, le Gestionnaire de la Facilité fournira aux soumissionnaires, si nécessaire, l'assistance technique et l'appui dont ils ont besoin dans le cadre de la soumission de leur proposition définitive.
 - Le Gestionnaire de la Facilité devra inviter à une série de formation technique les soumissionnaires présélectionnés et intéressés. L'objectif de la formation sera d'améliorer les propositions par rapport aux lacunes et insuffisances relevées à travers le rapport final d'analyse des propositions. Les thèmes de ces formations peuvent porter entre autres sur les explications relatives aux exigences en matière de Performance Sociale et Environnementale, notamment celles contenues dans le SGESSS, les méthodes de réalisation de l'analyse économique, les exigences liées à l'inclusion sociale et à l'intégration du genre, et des conseils d'ordre général sur la préparation des propositions.
 - Le Gestionnaire de la Facilité devra, par ailleurs, sur la base des besoins spécifiques identifiés dans le Plan d'Assistance Technique aux Propositions Présélectionnées, apporter un appui personnalisé à chaque proposition présélectionnée, y compris en donnant des orientations d'amélioration des aspects relatifs à la Performance Sociale et Environnementale, à l'inclusion sociale et l'intégration du genre, et notamment sur les exigences contenues dans le SGESSS, le plan de Suivi-Evaluation et la réalisation de l'analyse économique, etc.
 - Le Gestionnaire de la Facilité devra procéder à la révision des PGESSS, des Evaluations d'Impact Environnemental et Social ou des directives en matière de bonnes pratiques applicables à chaque sous-projet, donner des conseils aux soumissionnaires sur les corrections nécessaires, et s'assurer que les versions

provisaires actualisées du PGESSS ou les EIES sont publiées sur le site internet de l'OCEF et/ou du MCA-Bénin II, et dans les zones affectées par les activités du projet. La publication de ces documents devra permettre aux différentes parties prenantes de préparer et de soumettre leurs commentaires, soit au cours des séances publiques ou par écrit, selon la nature de l'activité proposée. Les commentaires et observations seront transmis aux soumissionnaires qui les intégreront dans les versions provisoires en vue de l'élaboration des versions finales des documents. Ces versions finales seront revues par le Gestionnaire de la Facilité et postées sur les sites web.

- Le Gestionnaire de la Facilité procédera à la vérification finale de la conformité des propositions recommandées par le PSP avec l'ensemble des critères définis dans le Manuel de Procédures.
- Le Gestionnaire de la Facilité devra également, par rapport aux propositions recommandées par le PSP, déterminer les éléments ci-après :
 - Les normes de performance qui s'imposent ou sont susceptibles de l'être ;
 - Le type d'instrument de Performance Sociale et Environnementale à préparer par le soumissionnaire.

Livrables de la Tâche 2

1. Rapport de toutes les formations et de l'assistance technique fournie aux soumissionnaires présélectionnés
2. Le Gestionnaire de la Facilité devra fournir au Comité d'Investissement, pour approbation, les propositions finales ainsi que le rapport récapitulatif du processus.

2.2.3 Tâche 3 – Organisation et Gestion du Comité d'Investissement

En collaboration avec MCA-Bénin II, le Gestionnaire de la Facilité aura à organiser et à gérer le Comité d'Investissement dans le cadre de l'analyse des propositions finales et la sélection de celles qui bénéficieront de l'octroi de la subvention. La présente tâche consiste notamment à :

- Convoquer les membres du Comité d'Investissement et leur donner des orientations sur leur mission ;
- Assurer la gestion des préparatifs logistiques au profit des membres du CI ;
- Assurer la gestion de tous les aspects administratifs, notamment l'élaboration d'un calendrier, la supervision des délibérations du CI et la consignation des débats ;
- Veiller à ce que les instances dirigeantes de l'OCEF procèdent à l'évaluation approfondie et rigoureuse ainsi qu'à l'approbation de tous les budgets proposés dans les propositions de projet acceptées, et s'assurer que les montants budgétisés correspondent aux coûts nécessaires prévus pour atteindre les objectifs de la Facilité ;

Livrables de la Tâche 3

1. Versions provisoire et finale du rapport du CI y compris les délibérations, les recommandations et décisions.

2.2.4 Tâche 4 – Procédure d’Octroi des Subventions

Après réception de l’avis de non-objection de MCC sur les propositions finales retenues, le Gestionnaire de la Facilité devra appuyer MCA-Bénin II dans la négociation des Accords de Subvention avec les soumissionnaires. Conformément aux dispositions du Manuel de Procédures, l’Accord de Subvention devra préciser les conditions d’octroi de la subvention, et notamment donner des informations sur la contribution du projet aux objectifs de la fenêtre de l’OCEF concernée, les tâches, rôles et responsabilités, les étapes clés, l’échéancier des décaissements et les impacts sociaux et économiques prévus, etc. Une étape importante en matière de respect de conformité consiste à introduire dans les Accords de Subvention, des clauses exécutoires qui contraignent les bénéficiaires à mettre en application des instruments clés dont notamment le document sur la Performance Environnementale et Sociale.

- Le Gestionnaire de la Facilité aura à travailler à la finalisation des Accords de Subvention avec les soumissionnaires sélectionnés et à veiller à leur transmission au MCA-Bénin II pour approbation ;
- Le Gestionnaire de la Facilité devra, en collaboration avec MCA-Bénin II et les bénéficiaires, œuvrer à faciliter la signature des Accords de Subvention ;
- Le Gestionnaire de la Facilité organisera toutes les cérémonies de signature des Accords de Subvention et devra assurer la publication des avis d’octroi de subvention, notamment les noms des lauréats, la brève description des projets retenus et le montant de la subvention (sur les sites Internet de MCA-Bénin II et d’autres organisations).

Livrables de la Tâche 4

1. Versions provisoire et finale de l’Accord de Subvention pour chaque projet sélectionné et devant bénéficier de la subvention

2.2.5 Tâche 5 – Deuxième Tour Potentiel de la DDC

Tel que mentionné dans la Section 1.3, une partie des fonds de l’OCEF est conditionné par la réalisation de certaines réformes de politiques. Sur cette base, et en se fondant sur le nombre de propositions de qualité reçues au titre du premier tour de DDC, il pourrait s’avérer nécessaire d’organiser une deuxième phase de DDC.

- Organiser une deuxième phase de Demande de Candidature qui intégrera l’ensemble des travaux effectués depuis la tâche 11 de la Période de Base jusqu’à la tâche 4 de la Période Optionnelle.

Livrables de la Tâche 5

1. L'ensemble des livrables mentionnés à partir de la tâche 11 de la Période de Base jusqu'à la tâche 4 de la Période Optionnelle.

2.2.6 Tâche 6 – Supervision et Suivi des Subventions

Conformément au Manuel de Procédures, le Gestionnaire de la Facilité sera chargé d'effectuer activement le contrôle des opérations de la phase post octroi des subventions et d'assurer le suivi des jalons liés au calendrier des décaissements tel que prévu dans les Accords de Subvention.

- Elaborer et mettre en œuvre un Plan de Supervision et de Suivi pour garantir le contrôle et la supervision effective de la mise en œuvre du projet et l'utilisation des fonds de la subvention conformément aux dispositions du Manuel de Procédures. Doivent figurer dans ce Plan, les éléments suivants :
 - La procédure d'examen des rapports techniques et financiers de progrès en vue de : (1) procéder au suivi des progrès techniques réalisés par rapport au plan de travail approuvé ; (2) veiller au respect des modalités liées à l'octroi des subventions et à d'autres exigences de MCA-Bénin II ; et (3) relever les problèmes et les risques à prévenir.
 - Un examen initial des dépenses/prestations par rapport aux restrictions budgétaires contenues dans l'accord de subvention (notamment la production de rapport et le suivi du partage des coûts entre l'OCEF et le bénéficiaire) et transmettre le point de cette analyse au MCA-Bénin II ;
 - L'examen de tous les documents utilisés par les bénéficiaires pour élaborer les rapports techniques et financiers servant de pièces justificatives à leurs demandes de décaissement et formuler des recommandations au MCA-Bénin II sur l'atteinte effective de tous les objectifs et la conformité du montant demandé par rapport aux différents Accords de Subvention et/ou aux dépenses engagées.
 - L'identification et l'élaboration de rapport rendant compte au MCA-Bénin II des dépenses qui sont éventuellement non autorisées ; de montant non raisonnable ou qui ne sont pas conformes aux modalités définies dans les Accords de Subvention afin de soutenir la décision de MCA-Bénin II par rapport à ces aspects ;
 - La production périodique de rapports financiers en cohérence avec le calendrier d'élaboration et de soumission des rapports mensuels et trimestriels de MCA-Bénin II à MCC et aux autres parties prenantes ;
 - Pour les projets nécessitant la réalisation d'ouvrages, le processus de supervision des travaux et la prise de mesures de protection appropriées, notamment la fréquence des visites de supervision/contrôle pour s'assurer que les rapports des bénéficiaires sont en cohérence avec les résultats obtenus sur le terrain et pour veiller à ce que la périodicité des visites soit proportionnelle à la complexité et

aux risques liés à chaque projet, notamment le Système de Gestion Environnementale et Sociale, de Santé et de Sécurité et aussi de s'assurer que des visites spécifiques sont effectuées à des phases critiques ou essentielles du développement des projets telles que le nettoyage du chantier/site, les opérations de réinstallation, le démarrage/mise en service et l'achèvement ou la fin des travaux.

- Un chronogramme de supervision et de suivi pour s'assurer que des visites régulières de contrôle technique des travaux et des aspects relatifs à la Performance Environnementale et Sociale sont organisées selon une périodicité proportionnelle à la complexité et aux risques liés à chaque projet ;
 - La procédure de collecte et de dépouillement/analyse des données pour les besoins du Tableau Trimestriel de Suivi des Indicateurs en conformité avec le Plan de Suivi-Evaluation de MCA-Bénin II ;
 - La procédure de gestion des risques assortie du mécanisme d'alerte précoce approprié, du plan d'atténuation de ces risques et de la proposition des mesures correctives, y compris les aspects relatifs à la modification éventuelle de la subvention, sa suspension et/ou résiliation tel que prévu par le Manuel de Procédures.
- Se servir de la Base de Données créée au cours de la Période de Base pour enregistrer et suivre l'ensemble des subventions ainsi que les résultats/retombées et avantages issus des projets financés par les fonds de l'OCEF ;
 - Appuyer le processus de résolution des plaintes résultant de la mise en œuvre de l'OCEF en collaboration avec MCA-Bénin II, et en fonction du mécanisme de gestion des plaintes de MCA-Bénin II ;
 - Servir de point de contact principal pour faciliter l'aboutissement des demandes relatives à l'organisation d'audits annuels et de vérification indépendante au profit des bénéficiaires par des auditeurs indépendants engagés par MCC, ses agents, MCA-Bénin II, le Gouvernement du Bénin, et/ou le Bureau de l'Inspecteur Général de MCC. Font partie de cette tâche, des revues ou examens périodiques de la tenue des livres et registres par les bénéficiaires pour s'assurer de la fourniture des documents requis en temps opportun.

Livrables de la Tâche 6

1. Versions provisoire et finale du Plan de Supervision et de Suivi de l'OCEF
2. Base de Données régulièrement actualisée de l'OCEF
3. Système d'enregistrement/de suivi des subventions (élément de la base de données de l'OCEF)
4. Rapports trimestriels récapitulants les résultats (constats, problèmes/difficultés) relevés dans les rapports financiers soumis par les bénéficiaires de l'OCEF.

2.2.7 Tâche 7 – Gestion Globale et Compte rendu au MCA-Bénin II

Le Gestionnaire de la Facilité devra faire le point de l'état d'avancement des activités de l'OCEF au MCA-Bénin II, en mentionnant notamment les étapes clés franchies, les risques encourus et gérées, ainsi que la situation financière. Cette tâche fera appel à l'analyse technique et à la certification des étapes clés relatives à l'octroi de la subvention selon les normes exigées par le Manuel des Opérations, et d'une recommandation écrite avisant le personnel de projet du MCA-Bénin II du respect des normes techniques applicables.

Le Gestionnaire de la Facilité devra aussi veiller au respect des dispositions du Manuel de Procédures notamment les procédures clés en matière de gouvernance, d'éthique et de contrôle financier. Il aura à faire des recommandations à MCA-Bénin II sur le décaissement (ou le non-décaissement) des tranches de la subvention par rapport aux jalons identifiés dans les accords de subvention.

- Le Gestionnaire de la Facilité sera chargé de préparer et de soumettre à MCA-Bénin II, des Rapports Trimestriels de Progrès portant sur :
 - L'exécution du plan de travail et du budget de fonctionnement de l'ensemble des travaux réalisés par le Gestionnaire de la Facilité et tous les consultants au cours de la période couverte par le rapport ;
 - L'état d'avancement des subventions, les réalisations et les défis/difficultés, la situation des nouvelles et anciennes subventions, les problèmes non résolus, les risques et les mesures d'atténuation prises ou planifiées ;
 - Le récapitulatif du respect des conditions financières par les bénéficiaires et le taux d'octroi des subventions au titre de leur portefeuille pour la période couverte par le rapport précédent, en cours et à venir ;
 - Les estimations des flux de trésorerie pour aider MCA-Bénin II dans l'élaboration des rapports à soumettre aux parties prenantes, incluant mais de manière non limitative, les Demandes Trimestrielles de Décaissement adressées à MCC.
- Le Gestionnaire de la Facilité devra aussi poursuivre la collaboration avec les Evaluateurs Indépendants de MCC. Tous les projets financés par MCC sont soumis à une évaluation indépendante par un Cabinet engagé directement par MCC. Bien qu'étant indépendants, les Evaluateurs Indépendants de MCC comptent sur la collaboration et la participation des acteurs impliqués dans la mise en œuvre des projets, notamment le Gestionnaire de la Facilité. Ainsi, la pleine collaboration du Gestionnaire de la Facilité avec les Evaluateurs Indépendants est à envisager.
- Le Gestionnaire de la Facilité devra préparer et soumettre à MCA-Bénin II, un Rapport de Planification et de Revue Annuelle et devra contribuer à organiser annuellement, une revue annuelle/session de planification à laquelle prendront part une sélection de

membres clés de l'équipe de projet, des bénéficiaires et d'autres acteurs provenant des régions d'intervention du projet.

Livrables de la Tâche 7

1. Estimations régulières et ad hoc des flux de trésorerie pour aider MCA-Bénin II dans l'élaboration des rapports à soumettre aux parties prenantes, incluant mais de manière non limitative, les Demandes Trimestrielles de Décaissement adressées à MCC.
2. Rapports trimestriels de progrès
3. Consignation de toutes les communications ou échanges avec les bénéficiaires enregistrés dans la base de données de l'OCEF ;
4. Rapport écrit sur les plaintes résultant de l'exécution du Programme OCEF et portées à la connaissance du Gestionnaire de la Facilité (y compris toutes les réponses fournies par le Gestionnaire de la Facilité et les recours à MCA-Bénin II) tel que prévu dans le mécanisme de gestion des plaintes de MCA-Bénin II ;
5. Rapport de Planification et de Revue Annuelle.

2.2.8 Tâche 8 – Mise en Œuvre du Plan de Suivi & Evaluation

Etant donné que le but et les objectifs de l'OCEF évoluent dans le temps, le Gestionnaire de la Facilité devra travailler en collaboration avec MCA-Bénin II et MCC pour ré-examiner la logique du Programme/la théorie du changement pour les différentes fenêtres de la Facilité. Cette logique du programme décrira toutes les réalisations envisagées ainsi que les résultats attendus à court, moyen et long-terme des opérations de l'OCEF. La logique du programme devra être intégrée dans le Plan de Suivi-Evaluation de l'OCEF. Au fur et à mesure de l'évolution des tâches de mise en œuvre, toutes les modifications apportées aux indicateurs (notamment les informations de base, les cibles ou les données de référence, etc.), aux plans d'évaluation ou à d'autres composantes du Plan de Suivi & Evaluation doivent être convenablement compilées sous la forme d'un document approuvé portant modification du Plan de Suivi-Evaluation. L'ensemble des modifications doit être approuvé à la fois par MCA-Bénin II et MCC. Le Gestionnaire de la Facilité devra travailler en collaboration avec MCA-Bénin II et MCC pour développer des plans de suivi-évaluation et de collecte de données destinés à évaluer le niveau de réalisation des activités de l'OCEF. Ces plans devront être approuvés par MCA-Bénin II et MCC pour s'assurer que le Plan de Suivi-Evaluation de l'OCEF est conforme au Plan global de Suivi-Evaluation du deuxième Programme MCA-Bénin.

- Le Gestionnaire de la Facilité effectuera au moins trimestriellement, la mise à jour (notamment celle des documents sources/de base) de tous les indicateurs de suivi contenus dans les Plans de Suivi & Evaluation de l'OCEF et/ou du Programme.
- Le Gestionnaire de la Facilité devra également collaborer avec les Evalueurs Indépendants de MCC. Tous les projets financés par MCC sont soumis à une évaluation indépendante par un Cabinet engagé directement par MCC. Bien qu'étant indépendants, les Evalueurs Indépendants de MCC comptent sur la collaboration et la participation des acteurs impliqués dans la mise en œuvre des projets, notamment le Gestionnaire de la Facilité. Par conséquent, la parfaite collaboration du Gestionnaire de la Facilité avec les Evalueurs Indépendants est à envisager.

Livrables de la tâche 8

1. Mises à jour trimestrielles des performances par rapport aux indicateurs de progrès définis dans le Plan de Suivi-Evaluation ;
2. Modifications du Plan de Suivi-Evaluation de l'OCEF au besoin.

2.2.9 Tâche 9 – Clôture de l'OCEF

Le Gestionnaire de la Facilité sera chargé de la clôture méthodique de l'OCEF et notamment de l'élaboration des plans de viabilité/durabilité des activités de chaque bénéficiaire.

- Préparer et mettre en application un Plan de Clôture des activités de l'OCEF qui comprend :
 - Des éléments permettant de faciliter et d'assurer la clôture harmonieuse des projets financés par l'OCEF notamment l'appui à la gestion des opérations financières et celle des actifs, l'assistance technique et les modalités de transfert de ces actifs (le cas échéant) ;
 - Des dispositions relatives à la durabilité/viabilité de chaque projet subventionné, notamment la gestion environnementale et sociale, et de façon spécifique, les résultats et recommandations en matière de Performance Environnementale et Sociale pour la gestion des impacts, l'organisation des séances de sensibilisation avec les parties prenantes concernées au besoin ;
 - Le Plan détaillé des communications ou échanges avec les bénéficiaires et autres acteurs, y compris les avis ou communiqués publics sur la clôture de l'OCEF ;
 - La Procédure relative à la suspension ou l'arrêt méthodique du mécanisme de versement de la subvention aux bénéficiaires ;
 - Des éléments attestant du respect de toutes les exigences légales permettant de régler les relations entre le Gestionnaire de la Facilité et les bénéficiaires ;
 - Des éléments relatifs au respect des conclusions issues des études d'évaluation d'impact à réaliser par MCC après la clôture de l'OCEF.
- Préparer un rapport de clôture de l'OCEF qui devra prendre en compte et décrire toutes les activités menées au cours de la période d'exécution du contrat, y compris une description de la méthodologie et les résultats réels obtenus par rapport aux résultats attendus, les enseignements tirés, la liste des indicateurs de performance, etc.

Livrables de la tâche 9

1. Plan de Clôture de l'OCEF
2. Versions provisoire et finale du Rapport de Clôture de l'OCEF.

3. LIVRABLES

3.1 Aperçu des Livrables

Après la signature du Contrat et l'émission de l'Avis de Démarrage (« AdD »), la consultation démarrera par une réunion formelle de lancement qui se tiendra dans un endroit dont décidera MCA-Bénin II (très probablement Cotonou en République du Bénin). Le Gestionnaire de la Facilité y sera représenté par le Chef de Projet et le Personnel Clé. L'objectif de la réunion de lancement est d'aborder toutes les questions relatives au contrat ou à l'étendue des travaux et de clarifier les attentes concernant l'étude.

Le tableau suivant présente un récapitulatif des livrables et des exigences en matière de production des rapports qui sont décrits plus en détail ci-dessous avec leurs dates d'échéance :

N°	Rapports et Livrables	Dates de soumission
Période de Base		
2.1.1 Tâche 1 - Mobilisation et Travaux préparatoires	Rapport de démarrage incluant : <ul style="list-style-type: none"> • Les versions provisoire et finale du Plan de Travail de la Période de Base • Ouverture à Cotonou d'un Bureau opérationnel et entièrement pourvu en ressources humaines • Réalisation effective de la réunion de lancement 	4 semaines après l'AdD (réunion de lancement)
2.1.2 Tâche 2 - Elaboration du Plan/Manuel de Procédures de l'OCEF	• Version provisoire du Manuel de Procédures	20 semaines après l'AdD
	• Version finale du Manuel de Procédures	24 semaines après l'AdD
2.1.3 Tâche 3 – Elaboration du Plan de Communication et d'Engagement des Parties Prenantes	• Versions provisoire et finale du Plan d'Engagement des Parties Prenantes	Version provisoire (10 semaines après AdD) et version Finale (12 semaines après AdD)
2.1.4 Tâche 4 - Développement du SGESSS de l'OCEF	• Versions provisoire et finale du SGESSS de l'OCEF	Version provisoire (12 semaines après AdD) et version Finale (20 semaines après AdD)
2.1.5 Tâche 5 - Développement d'une stratégie de fourniture d'Assistance Technique aux soumissionnaires	• Version provisoire et finale de la Stratégie d'Assistance Technique	Version provisoire (20 semaines après AdD) et version Finale (24 semaines après AdD)

N°	Rapports et Livrables	Dates de soumission
2.1.6 Tâche 6 - Elaboration d'un Plan d'Analyse Economique	<ul style="list-style-type: none"> • Versions Provisoire et finale du Plan d'Analyse Economique notamment la méthodologie et la procédure relatives à cette tâche • L'ensemble des fichiers Excel (modèles) utilisés par les soumissionnaires ou des tierces personnes pour le calcul du Taux de Rentabilité Economique (TRE) • Liste de l'ensemble ds données primaires et secondaires à utiliser pour calculer le TRE. 	Version proviso ire (12 semaines après AdD) et version Finale (20 semaines après AdD)
2.1.7 Tâche 7 - Elaboration d'un Plan de Collecte de données et de Suivi-Evaluation	<ul style="list-style-type: none"> • Versions provisoire et finale du Plan de Suivi-Evaluation de l'OCEF • Version actualisée des Plan de Suivi-Evaluation de l'OCEF au besoin 	Version proviso ire (12 semaines après AdD) et version Finale (20 semaines après AdD)
2.1.8 Tâche 8 – Elaboration du Plan d'ISIG de l'OCEF	<ul style="list-style-type: none"> • Versions provisoire et finale du Plan de l'ISIG 	Version proviso ire (12 semaines après AdD) et version Finale (20 semaines après AdD)
2.1.9 Tâche 9 – Assistance Technique & Administrative au Panel de Sélection de Projet (PSP)	<ul style="list-style-type: none"> • Le Plan de gestion du PSP incluant l'identification, la composition et l'organisation/convocation des membres. 	24 semaines après AdD
	<ul style="list-style-type: none"> • Mise en place du PSP notamment l'assistance administrative, technique et logistique 	48 semaines après AdD
2.1.10 Tâche10 – Gestion globale, Supervision, Suivi et Production de Rapports	<ul style="list-style-type: none"> • Réunions régulières, production de rapports et de documents (tel que mentionné dans la tâche précédente) 	25 à 48 semaines après l'AdD
	<ul style="list-style-type: none"> • Version provisoire de la Base de données de l'OCEF 	20 semaines après l'AdD
	<ul style="list-style-type: none"> • Version finale de la Base de données de l'OCEF 	24 semaines après l'AdD
2.1.11 Tâche 11 – Lancement de la DDC	<ul style="list-style-type: none"> • Lancement de la DDC 	35 semaines après l'AdD
	<ul style="list-style-type: none"> • Rapports récapitulatifs des séances d'information tenues et consignation des questions posées par les 	39 semaines après l'AdD

N°	Rapports et Livrables	Dates de soumission
	soumissionnaires et les réponses qui leur ont été transmises	
	<ul style="list-style-type: none"> • Lot complet de toutes les propositions reçues et les lettres de notification envoyées 	43 semaines après l'AdD
2.1.12 Tâche12 – Analyse de Propositions et constitution de la liste restreinte	<ul style="list-style-type: none"> • Informations enregistrées dans la Base de données définitive de l'OCEF 	44 semaines après l'AdD
	<ul style="list-style-type: none"> • Rapport récapitulatif du processus d'analyse et d'étude des propositions ayant abouti à la liste restreinte 	45 semaines après l'AdD
	<ul style="list-style-type: none"> • Plan d'Assistance Technique à la constitution de la liste restreinte 	43-46 semaines après l'AdD
	<ul style="list-style-type: none"> • Version provisoire du rapport finale de la Période de Base 	46 semaines après l'AdD
	<ul style="list-style-type: none"> • Version finale du rapport de la Période de Base 	48 semaines après l'AdD
Période Optionnelle		
2.2.1 Tâche 1 – Organisation et Gestion du PSP	<ul style="list-style-type: none"> • Rapport récapitulatif des formations administrées aux membres aux PSP 	4 semaines après le commencement de la première année optionnelle
	<ul style="list-style-type: none"> • Version provisoire du Rapport du PSP fondé sur ses délibérations et recommandations (1^{er} Tour) 	7 semaines après le commencement de la première année optionnelle
	<ul style="list-style-type: none"> • Version finale du Rapport du PSP fondé sur ses délibérations et recommandations (1^{er} Tour) 	9 semaines après le commencement de la première année optionnelle
2.2.2 Tâche 2 Elaboration de la Proposition définitive et Assistance Technique aux Propositions présélectionnées	<ul style="list-style-type: none"> • Rapport récapitulatif de toutes les formations et l'assistance technique fournie aux soumissionnaires présélectionnés. 	18 semaines après le commencement de la première année optionnelle
	<ul style="list-style-type: none"> • Le Gestionnaire de la Facilité mettra à disposition du Comité d'Investissement pour approbation formelle, les propositions finales et un rapport récapitulatif de ses travaux. 	22 semaines après le commencement de la première année optionnelle

N°	Rapports et Livrables	Dates de soumission
2.2.3 Tâche 3- Organisation et Gestion du Comité d'Investissement (CI)	<ul style="list-style-type: none"> Rapport provisoire du CI intégrant les délibérations, recommandations et décisions. 	24 semaines après le commencement de la première année optionnelle
	<ul style="list-style-type: none"> Rapport finale du CI intégrant les délibérations, recommandations et décisions. 	26 semaines après le commencement de la première année optionnelle
2.2.4 Tâche 4- Processus d'Octroi des subventions	<ul style="list-style-type: none"> Version provisoire de l'Accord de Subvention pour chaque projet sélectionné et devant bénéficier de la subvention 	28 semaines après le commencement de la première année optionnelle
	<ul style="list-style-type: none"> Version définitive de l'Accord de Subvention pour chaque projet sélectionné et devant bénéficier de la subvention 	36 semaines après le commencement de la première année optionnelle
2.2.5 Tâche 5 –Second Tour Potentiel de la DDC	<ul style="list-style-type: none"> L'ensemble des livrables mentionnés à partir de la tâche 11 de la Période de Base jusqu'à la tâche 4 de la Période Optionnelle 	A Déterminer
2.2.6 Tâche 6- Supervision et Suivi des Subventions	<ul style="list-style-type: none"> Versions provisoire et finale du Plan de Supervision et de Suivi de l'OCEF Base de Données régulièrement actualisée de l'OCEF Système d'enregistrement/de suivi des subventions (élément de la Base de données de l'OCEF) Rapports trimestriels récapitulant les résultats (constats, problèmes) relevés dans les rapports financiers soumis par les bénéficiaires de l'OCEF. 	40 semaines après le commencement de la première année optionnelle
2.2.7 Tâche 7- Gestion Globale et Compte rendu au MCA-Bénin II	<ul style="list-style-type: none"> Estimations régulières et ad hoc des flux de trésorerie pour aider MCA-Bénin II dans l'élaboration des rapports à soumettre aux parties prenantes, incluant mais de manière non limitative, les Demandes Trimestrielles de Décaissement adressées à MCC. Rapports trimestriels de progrès Consignation de toutes les 	A Déterminer

N°	Rapports et Livrables	Dates de soumission
	<p>communications ou échanges avec les bénéficiaires enregistrés dans la Base de données de l'OCEF ;</p> <ul style="list-style-type: none"> • Rapport écrit des plaintes résultant de l'exécution du Programme OCEF et portées à la connaissance du Gestionnaire de la Facilité (y compris toutes les réponses fournies par le Gestionnaire de la Facilité et les recours à MCA-Bénin II) tel que prévu dans le mécanisme de gestion des plaintes de MCA-Bénin II • Rapport de Planification et de Revue Annuelle. 	
2.2.8 Tâche 8 – Mise en œuvre du Plan de Suivi & Evaluation	<ul style="list-style-type: none"> • Mises à jour trimestrielles des performances par rapport aux indicateurs de progrès définis dans le Plan de Suivi-Evaluation ; • Modifications du Plan de Suivi-Evaluation de l'OCEF au besoin 	A Déterminer Trimestriellement
2.2.9 Tâche 9 – Clôture de l'OCEF	<p>3. Plan de Clôture de l'OCEF</p> <p>4. Version provisoire et finale du Rapport de Clôture de l'OCEF.</p>	A Déterminer

MCA-Bénin II a l'intention de formuler des observations sur tous les projets de rapports dans un intervalle de deux semaines à compter de la réception des versions provisoires des rapports. Le Gestionnaire de la Facilité devra ensuite procéder à la finalisation des rapports dans un délai de deux semaines en tenant compte des observations recueillies.

3.2 Présentation des Livrables

Le Gestionnaire de la Facilité 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. Les livrables transmis seront considérés comme des versions provisoires et devront être libellés comme tel. MCA-Bénin II devra examiner et approuver ces projets de rapport ou transmettre ses observations au Gestionnaire de la Facilité dans un délai de 10 jours ouvrables à compter de la date de réception des rapports. Le

Gestionnaire de la Facilité exploitera les observations et commentaires collectées pour finaliser les rapports tel que requis et dans les délais impartis. Par ailleurs, il devra organiser de temps à autre, des séances de présentation de ces rapports à la Coordination de MCA-Bénin II. Dans le cadre de cette mission, tous les livrables seront soumis en langue française ; les rapports définitifs seront soumis simultanément en Anglais et en Français. Le numéro du contrat devra figurer sur chaque emballage, rapport, ou autre livrable.

En général, tous les documents électroniques doivent être accessibles par (1) Produits de MS Office 2003 (ou version plus récente), 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 échanciers ; (2) AutoCAD 2002 (ou version plus récente) et 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 les versions PDF. Les données brutes qui ne sont pas soumises à travers un tableur doivent être transmises soit en Microsoft Access (fichier *.accdb), STATA (fichier *.dta), ou SPSS (fichier *.sav). Tout autre format sera soumis à l'approbation préalable de MCA-Bénin II.

4. PERIODE D'EXECUTION ET ECHEANCIER DE PAIEMENT

4.1 Période d'Exécution

Les services à fournir dans le cadre du présent contrat sont prévus pour être réalisés sur une période de base de 12 mois calendaires et une période optionnelle de 48 mois si MCA-Bénin II choisit d'exercer cette option. Le Gestionnaire de la Facilité 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 Gestionnaire de la Facilité devra être disponible pendant la période d'exécution de la mission et sera responsable de l'exécution des activités. Il s'agit, entre autres, de la supervision et la gestion de la mission, des relations avec MCA-Bénin II et les autres parties (très probablement ARE, ABERME, ANADER, ABENOR, SBEE), et l'Agence d'exécution concernée par cette mission), de la gestion du bureau et du contrôle de la qualité des services. Dans le cadre de la gestion du projet, un certain nombre de réunions pourrait être envisagé à tout moment entre MCA-Bénin II et le Gestionnaire de la Facilité. Le Gestionnaire de la Facilité devra rédiger les procès-verbaux ou rapports de toutes ces réunions.

4.2 Echéancier de Paiement

Le Gestionnaire de la Facilité devra produire les rapports évoqués à la Section 4 ci-dessus et énumérés dans le tableau ci-dessous conformément aux normes techniques internationales les plus élevées en la matière. Le tableau suivant présente la liste des livrables qui sont attendus du Gestionnaire de la Facilité, leur date de soumission et les paiements y afférents. Le Gestionnaire de la Facilité proposera un échéancier mentionnant les dates précises de soumission dans le Plan de Travail de la Période de Base.

Liste des Livrables et Paiements Correspondants

ID	Titre du Rapport	Date de Soumission (Nombre de semaines à compter de l'AdD)	Paiement (% de la valeur du contrat ou montant en dollar USD)
Période de Base			
	Rapport de Démarrage incluant : <ul style="list-style-type: none"> • Les versions provisoire et finale du Plan de Travail de la Période de Base • Ouverture à Cotonou d'un Bureau opérationnel et entièrement pourvu en effectif • Tenue effective de la réunion de 	4 semaines après l'AdD	10%
	<ul style="list-style-type: none"> • Version provisoire du Manuel de Procédures comprenant toutes les Annexes décrites dans les tâches précédentes • Version finale du Manuel de Procédures comprenant toutes les Annexes décrites dans les tâches précédentes 	20 semaines après l'AdD 24 semaines après l'AdD	20% 15%
	<ul style="list-style-type: none"> • Mise en place du PSP 	24 semaines après l'AdD	2%
	<ul style="list-style-type: none"> • Réunions régulières, production de rapports et de documents (tel que mentionné dans la tâche précédente) Version provisoire de la Base de données de l'OCEF 	27 semaines après l'AdD	3%

	<ul style="list-style-type: none"> • Lancement de la DPP • Rapports récapitulatifs des séances d'information tenues et consignation des questions posées par les soumissionnaires et les réponses qui leur ont été fournies • Lot complet de toutes les propositions reçues, et les lettres de notification envoyées 	43 semaines après l'AdD	20%
	<ul style="list-style-type: none"> • Informations enregistrées dans la Base de données définitive de l'OCEF • Rapport récapitulatif du processus d'analyse et d'étude des propositions ayant abouti à la liste restreinte • Plan d'Assistance Technique à la constitution de la liste restreinte 	45 semaines après l'AdD	15%
	<ul style="list-style-type: none"> • Version provisoire du rapport finale de la Période de Base 	46 semaines après l'AdD	5%
	<ul style="list-style-type: none"> • Version finale du rapport de la Période de Base 	48 semaines après l'AdD	10%

Période Optionnelle (PO) Année 1			
2.2.1 Tâche 1 – Organisation et Gestion du PSP	<ul style="list-style-type: none"> • Rapport récapitulatif des formations administrées aux membres du PSP 	4 semaines après le commencement de la première année optionnelle	2% du budget de la PO
	<ul style="list-style-type: none"> • Version provisoire du Rapport du PSP fondé sur ses délibérations et recommandations (1^{er} Tour) 	7 semaines après le commencement de la première année optionnelle	
	<ul style="list-style-type: none"> • Version finale du Rapport du PSP fondé sur ses délibérations et recommandations (1^{er} Tour) 	9 semaines après le commencement de la période optionnelle	

2.2.2 Tâche 2 Elaboration de la Proposition définitive et Assistance Technique aux Propositions présélectionnées	<ul style="list-style-type: none"> • Rapport récapitulatif de toutes les formations et l'assistance technique fournie aux soumissionnaires présélectionnés. 	18 semaines après le commencement de la première année optionnelle	3% du budget de la PO
	<ul style="list-style-type: none"> • Le Gestionnaire de la Facilité mettra à disposition du Comité d'Investissement pour approbation formelle, les propositions finales et un rapport récapitulatif de ses travaux. 	22 semaines après le commencement de la première année optionnelle	
2.2.3 Tâche 3- Organisation et Gestion du Comité d'Investissement (CI)	<ul style="list-style-type: none"> • Rapport provisoire du CI intégrant les délibérations, recommandations et décisions. 	24 semaines après le commencement de la première année optionnelle	2% du budget de la PO
	<ul style="list-style-type: none"> • Rapport final du CI intégrant les délibérations, recommandations et décisions. 	26 semaines après le commencement de la première année optionnelle	
2.2.4 Tâche 4- Processus d'Octroi des subventions	<ul style="list-style-type: none"> • Version provisoire de l'Accord de Subvention pour chaque projet sélectionné et devant bénéficier de la subvention 	28 semaines après le commencement de la première année optionnelle	5% du budget de la PO
	<ul style="list-style-type: none"> • Version définitive de l'Accord de Subvention pour chaque projet sélectionné et devant bénéficier de la subvention 	36 semaines après le commencement de la première année optionnelle	
2.2.5 Tâche 5 –Second Tour Potentiel de la DDC	<ul style="list-style-type: none"> • L'ensemble des livrables mentionnés à partir de la tâche 11 de la Période de Base jusqu'à la tâche 4 de la Période Optionnelle 	A Déterminer	45% du budget de la PO
2.2.6 Tâche 6- Supervision et Suivi des Subventions	<ul style="list-style-type: none"> • Versions provisoire et finale du Plan de Supervision et de Suivi de l'OCEF • Base de Données régulièrement actualisée de l'OCEF • Système d'enregistrement/de suivi des subventions (élément de la Base de données de l'OCEF) • Rapports trimestriels récapitulant les résultats 	A Déterminer	5% du budget de la PO

	(constats, problèmes) relevés dans les rapports financiers soumis par les bénéficiaires de l'OCEF.		
2.2.7 Tâche 7- Gestion Globale et Compte rendu au MCA-Bénin II	<ul style="list-style-type: none"> • Estimations régulières et ad hoc des flux de trésorerie pour aider MCA-Bénin II dans l'élaboration des rapports à soumettre aux parties prenantes, incluant mais de manière non limitative, les Demandes Trimestrielles de Décaissement adressées à MCC. • Rapports trimestriels de progrès • Consignation de toutes les communications ou échanges avec les bénéficiaires enregistrés dans la Base de données de l'OCEF ; • Rapport écrit des plaintes résultant de l'exécution du Programme OCEF et portées à la connaissance du Gestionnaire de la Facilité (y compris toutes les réponses fournies par le Gestionnaire de la Facilité et les recours à MCA-Bénin II) tel que prévu dans le mécanisme de gestion des plaintes de MCA-Bénin II • Rapport de Planification et de Revue Annuelle. 	A Déterminer	25% du budget de la PO
2.2.8 Tâche 8 – Mise en œuvre du Plan de Suivi & Evaluation	<ul style="list-style-type: none"> • Mises à jour trimestrielles des performances par rapport aux indicateurs de progrès définis dans le Plan de Suivi-Evaluation ; • Modifications du Plan de Suivi-Evaluation de l'OCEF au besoin 	A Déterminer Trimestriellement	3% du budget de la PO
2.2.9 Tâche 9 – Clôture de l'OCEF	<p>5. Plan de Clôture de l'OCEF</p> <p>6. Version provisoire et finale du Rapport de</p>	A Déterminer	10% du budget de la PO

	Clôture de l'OCEF.		
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Le Gestionnaire de la Facilité doit savoir que le paiement des honoraires est conditionné par l'approbation de chaque livrable par MCA-Bénin II. Il doit avoir à l'esprit que tous les rapports seront considérés comme des projets jusqu'à leur examen et approbation par MCA-Bénin II. MCA-Bénin II devra assurer la coordination des commentaires émanant d'autres structures intervenant dans la révision des rapports (par exemple les Agences d'Exécution, MCC, etc.).

5. DOTATION EN PERSONNEL ET PERSONNEL CLE

5.1 Personnel

Le Gestionnaire de la Facilité aura besoin d'un personnel ayant de l'expertise en a) gestion de programmes de subvention, et b) assistance technique dans les domaines des énergies électriques renouvelables et notamment dans les domaines couverts par l'OCEF.

5.1.1 Aperçu

Le Gestionnaire de la Facilité devra réunir une équipe composée de personnel clé et d'autres agents disposant d'une vaste expertise internationale dans les domaines préalablement évoqués, ayant des connaissances sur les plans local et régional, une parfaite maîtrise de la langue française et capables de fournir un appui technique et administratif suffisant pendant toute la durée du contrat.

Le Gestionnaire de la Facilité et les membres de son personnel seront basés à Cotonou et fourniront des services partout sur le territoire national. Les services d'appui peuvent également être assurés depuis le siège du Gestionnaire de la Facilité.

Un personnel complémentaire et les besoins en ressources humaines devront être proposés au besoin par le Gestionnaire de la Facilité, et ce, sur la base de la méthodologie et de l'approche qu'il a proposées pour atteindre les objectifs de la mission. Au cas où un personnel complémentaire représentant d'autres disciplines serait nécessaire, après la passation de marché, pour l'exécution de l'une quelconque des tâches relevant de l'étendue des services, le Gestionnaire de la Facilité devra soumettre à l'approbation de MCA-Bénin II à la fois les qualifications et les taux horaires de ce personnel complémentaire. Le niveau total de l'effort ne doit pas être modifié et le FM devrait prévoir dans son budget, la possibilité de spécialistes supplémentaires dans la proposition. Le Gestionnaire de la Facilité devra 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.

Les soumissionnaires peuvent proposer leur propre structure organisationnelle (ou plan de dotation en personnel). Toutefois, MCA-Bénin II souhaiterait avoir une structure qui permettrait une évaluation rapide de la performance des individus et des équipes pendant toute la durée du

Programme. Le Gestionnaire de la Facilité devrait employer tout au moins un Chef de Projet/Gestionnaire de Projet qui sera responsable de l'exécution de l'ensemble des tâches et un spécialiste en Energie Electrique Renouvelable qui pourrait aussi faire office de Gestionnaire Adjoint de Projet. Le Gestionnaire de la Facilité peut pourvoir lui-même au personnel en charge de la gestion et du contrôle du Programme, sous réserve de l'approbation de MCA-Bénin II. MCA-Bénin II peut demander le remplacement d'un membre du personnel clé lorsque surviendraient des situations d'inexécution répétées et avérées du contrat.

De concert avec MCC, MCA-Bénin II devra approuver la structuration de l'équipe du projet, les qualifications et le niveau de dotation en personnel. Sous réserve de l'approbation de MCA-Bénin II, le Gestionnaire de la Facilité aura l'opportunité de revoir ses besoins en ressources humaines à la fin de la Période de Base ou à tout moment que MCA-Bénin II jugerait opportun.

5.1.2 Personnel Clé

Tel que mentionné précédemment, le Gestionnaire de la Facilité devra mettre à disposition l'ensemble du personnel nécessaire à l'exécution des services décrits dans les présents Termes de Référence. Le Gestionnaire de la Facilité aura, entre autres, besoin d'un personnel disposant de compétences, d'expertise et d'expérience dans les domaines suivants :

- Gestion du cycle complet du programme de subvention telle que décrite dans les tâches de la Période de Base et de la Période Optionnelle ;
- Projets d'électrification au profit des pauvres et des populations rurales en vue de la fourniture d'énergie électrique renouvelable et d'énergie hors-réseau, notamment pour les infrastructures publiques et l'utilisation de l'énergie à des fins productives ;
- Coordination de l'Assistance Technique en vue du développement de projets dans le domaine des énergies renouvelables et de l'énergie électrique hors-réseau
- Analyse économique et évaluation
- Réinstallation de la population et audit de qualité et environnement
- Etude d'impact environnemental, suivi et élaboration de rapports
- Analyse de l'inclusion sociale et de l'intégration du genre
- Suivi et évaluation
- Communication et information/sensibilisation
- Appui à la gestion financière de MCA-Bénin II

Les postes définis dans le tableau ci-dessous constituent le personnel clé qui sera basé à plein temps à Cotonou aussi bien pendant la Période de Base que pendant la Période optionnelle.

Role	Qualifications
<p>Chef de Projet/ Gestionnaire de Projet</p>	<p>Le Gestionnaire de Projet doit avoir de solides compétences en organisation et être de préférence titulaire d'un Master (BAC + 5) en Gestion ou dans un domaine similaire. Il/elle doit posséder une vaste connaissance des meilleures pratiques internationales en matière de systèmes électriques hors-réseau, de modèles de projets économiques viables, de procédures contractuelles et de gestion de projets. Le Gestionnaire de Projet 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 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 – et de préférence dans le domaine des énergies renouvelables et de l'énergie électrique hors-réseau. Le Gestionnaire de Projet doit avoir, au cours des dix dernières années, acquis une expérience spécifique dans la gestion d'équipes de consultants intervenant sur des projets d'énergies renouvelables et d'énergie électrique hors-réseau en Afrique subsaharienne.</p>
<p>Ingénieur en Energies Renouvelables et en Energie électrique Hors-Réseau (Egalement désigné comme étant le Chef de Projet par intérim)</p>	<p>L'Ingénieur en Energies Renouvelables et en Energie électrique Hors-Réseau doit justifier d'une formation de niveau MASTER (BAC + 5) dans des domaines pertinents de l'Ingénierie assortie d'un minimum de 10 années d'expérience pertinente dans le secteur de l'Energie Electrique Hors-Réseau tel que l'énergie solaire et dans au moins deux projets similaires au cours des cinq dernières années. Une vaste connaissance des meilleures pratiques internationales dans la planification des projets de production d'énergie électrique hors-réseau, l'estimation du coût des investissements, ainsi que dans les opérations d'exploitation et de maintenance des systèmes hors-réseau serait un atout majeur. L'Ingénieur en Energies Renouvelables et en Energie électrique Hors-Réseau doit avoir, au cours des dix dernières années, acquis une expérience spécifique dans le secteur des énergies renouvelables et de l'énergie électrique hors-réseau en Afrique subsaharienne.</p>
<p>Gestionnaire des Subventions</p>	<p>Le Gestionnaire des Subventions aura pour rôle fondamental, d'aider MCA-Bénin dans la gestion des subventions. Il doit être titulaire d'un diplôme universitaire en Comptabilité, Finances, Gestion ou toute autre discipline connexe. Il /elle doit justifier d'un minimum de 15 années d'expérience dans la gestion des subventions, notamment dans la gestion des budgets d'exploitation,</p>

	la répartition et le suivi des coûts, et l'élaboration de rapports sur les subventions pour le compte des Partenaires Techniques et Financiers internationaux. Le Gestionnaire des Subventions doit avoir acquis de l'expérience dans la gestion de petites équipes d'agents chargés de la gestion des subventions au cours de la réalisation de mission analogue. L'expérience dans des pays en développement et en Afrique subsaharienne est souhaitable.
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Les postes définis dans le tableau suivant font également partie du personnel clé mais ceux-ci travailleront à temps partiel. Le niveau d'effort sera variable en fonction de la durée de vie du projet, y compris jusqu'à 100% au cours de certaines phases tant de la période de Base que de la Période Optionnelle. **Pendant la période où l'assistance technique est accordée aux candidats selon le Plan d'assistance technique, le nombre de spécialistes peut devoir être augmentée.**

Spécialiste en Suivi-Evaluation	<p>Le/la Spécialiste en Suivi-Evaluation doit être au moins titulaire d'un diplôme de niveau universitaire en Statistique, Economie ou autre domaine pertinent. Il/elle doit justifier d'un minimum de 10 années d'expérience dont, de préférence, au moins deux années d'expérience dans les énergies renouvelables et/ou dans le secteur de l'énergie électrique hors-réseau. Le/la Spécialiste en Suivi-Evaluation doit posséder une expérience significative dans le développement des logiques de programme/théories du changement, l'identification des indicateurs clé de suivi des performances, le suivi des indicateurs et dans la réalisation de la collecte et de l'analyse des données.</p> <p>Le/la Spécialiste en Suivi-Evaluation doit avoir de l'expérience à un poste analogue dans des pays en développement et dans des milieux pauvres en données, de préférence en Afrique subsaharienne.</p> <p>Une expérience significative dans l'utilisation des logiciels pertinents pour le poste (notamment Excel, SPSS, STATA, SAS, etc.) est exigée.</p>
Economiste	<p>L'Economiste doit avoir au moins un diplôme universitaire en Economie. Il/elle doit justifier d'un minimum de 10 années d'expérience dont au moins deux années d'expérience dans le domaine de l'Energie électrique (de préférence les énergies renouvelables et l'énergie électrique hors-réseau) sur la réalisation d'analyse économique, l'élaboration de modèles de calcul de taux de rentabilité économique, et l'analyse d'impact économique de projets dans des pays en développement. L'Economiste doit posséder de l'expérience dans l'élaboration de modèles économiques pour des systèmes de nature, de taille et de complexité similaires à la présente mission.</p> <p>Il/elle doit avoir occupé(e) un poste analogue dans des pays en développement, de préférence en Afrique subsaharienne.</p>

<p>Personnel du volet Environnemental & Social :</p> <ul style="list-style-type: none"> - Spécialiste en Environmental - Spécialiste en Santé et Sécurité - Spécialiste en Réinstallation 	<p>Le Gestionnaire de la Facilité aura besoin d'une expertise en évaluation et gestion d'impact environnemental et social et en santé et sécurité au niveau communautaire et sur les lieux de travail/chantiers. Trois personnes seraient nécessaires pour exercer cette expertise – une personne pour le volet environnemental, une personne pour les questions de réinstallation/volet social et une personne pour la santé et la sécurité – mais il serait possible de trouver des personnes qui sont dotés de toutes ces compétences. Il est souhaitable de ne pas engager moins de deux personnes à plein temps pour les activités de Performance Environnementale et Sociale (PES) en raison de la charge de travail relative à l'examen minutieux des propositions, l'étude/analyse des instruments ou outils de Performance Environnementale et Sociale, l'organisation des visites de site, la réalisation de l'analyse des parties prenantes, la planification participative et l'élaboration des rapports.</p> <p>Le/la Spécialiste en Environnement/Spécialiste des questions environnementale et sociale devra être titulaire d'un diplôme d'études supérieures dans un domaine pertinent de spécialisation (Ingénierie de l'environnement, Sciences environnementales, Gestion environnementale, Sciences sociales, Gestion foncière, Santé et sécurité ou autres disciplines connexes). Chacun des postulants doit justifier d'un minimum de 15 années d'expérience pertinente soit 1) dans la réalisation d'évaluation d'impact environnemental et social/analyse environnementale ainsi que la coordination d'études initiales sur l'environnement réalisées par une équipe pluridisciplinaire, ou 2) faire la preuve d'une expérience internationale dans la préparation, la mise en œuvre ou la supervision de l'exécution des plans d'actions de réinstallation, ou 3) dans la préparation, la mise en œuvre ou la supervision de l'exécution des plans d'actions de réinstallation.</p> <p>Le/la Spécialiste en Environnement doit avoir, au cours des 10 dernières années, acquis de l'expérience dans le secteur énergétique sur un minimum de deux projets similaires, notamment des projets d'énergies renouvelables et d'énergie électrique hors-réseau. Il/elle doit avoir une vaste connaissance des meilleures pratiques internationales en évaluation d'impact environnemental et mesures d'atténuation et justifier d'une expérience en audit environnemental et dans l'application des Normes de Performance de la SFI dans des pays en développement à faible revenu.</p> <p>Le Spécialiste en Environnement doit avoir de l'expérience à un poste analogue dans des pays en développement, de préférence en Afrique subsaharienne.</p>
	<p>Le/la Spécialiste en Inclusion Sociale et Intégration du Genre doit être</p>

<p>Spécialiste en Inclusion Sociale et Intégration du Genre (ISIG)</p>	<p>titulaire d'un diplôme d'études supérieures en Sciences sociales ou dans une discipline connexe (Anthropologie, Sociologie, Etudes féminines, Politique publique, Développement communautaire, etc.), Il/elle doit posséder un minimum de 10 ans d'expérience dans la réalisation d'analyse et de formation en matière d'inclusion sociale et d'intégration du genre et dans le suivi et la supervision de la mise en œuvre des plans d'inclusion sociale et d'intégration du genre au niveau des projets. L'expérience dans la conduite de l'analyse des inégalités sociales, économiques et des inégalités entre les sexes au niveau des ménages et des communautés, ainsi que la création de moyens de subsistance et d'opportunités économiques pour les femmes serait un atout majeur.</p> <p>Le/la Spécialiste en Inclusion Sociale et Intégration du Genre doit justifier d'une expérience avérée dans l'utilisation des approches de développement participatif et des méthodes de consultation.</p> <p>Le/la Spécialiste en Inclusion Sociale et Intégration du Genre doit avoir acquis de l'expérience à un poste analogue dans des pays en développement, de préférence en Afrique subsaharienne.</p>
<p>Spécialiste en Communications / Relations Publiques</p>	<p>Le Spécialiste en Communications/Relations Publiques doit avoir un Master (BAC+5) en Journalisme, Communication, Sciences politiques ou tout autre domaine pertinent. Il/elle doit justifier d'un minimum de 10 années d'expérience dans la conception et la mise en oeuvre de stratégies de communication et de gestion de l'engagement des parties prenantes pour des projets similaires.</p> <p>Le Spécialiste en Communications/Relations Publiques doit avoir acquis de l'expérience à un poste analogue dans des pays en développement, de préférence en Afrique subsaharienne.</p>

Tous les membres de l'équipe du Gestionnaire de la Facilité énumérés ci-dessus doivent parler et écrire couramment l'Anglais et le Français.

Le Gestionnaire de la Facilité peut au besoin, mettre à disposition d'autres agents techniques d'appui. Il est souhaitable que l'équipe soit composée d'une combinaison de ressources humaines engagées à la fois aux niveaux local et international pour permettre un plus grand accès à toutes les parties prenantes locales et pour faciliter le développement d'une expertise locale.

5.2 Autres Experts

Les Curriculum Vitae des experts autre que les membres du personnel clé (par exemple le personnel technique, administratif et/ou d'appui) ne seront pas examinés au cours du processus d'évaluation. Toutefois, les consultants doivent intégrer dans leurs offres les libellés des postes et une brève description des profils des agents qui sont proposés pour constituer l'équipe et qui ne

font pas partie du personnel clé. Le tableau ci-dessous présente un exemple de personnel complémentaire d'appui qui pourrait être nécessaire pour la gestion satisfaisante de l'OCEF :

<p>Spécialiste en Gestion des Subventions</p>	<p>Le/la Spécialiste en Gestion des Subventions devra aider MCA-Bénin dans la gestion des subventions. Il/elle doit être titulaire d'un diplôme universitaire en Comptabilité, Finances, Gestion ou toute autre discipline connexe. Le/la Spécialiste en Gestion des Subventions doit justifier d'un minimum de 5 années d'expérience dans la gestion des subventions, notamment dans la gestion des budgets d'exploitation, l'examen des pièces justificatives des dépenses relatives aux subventions, la répartition et le suivi des coûts et l'élaboration de rapports sur les subventions pour le compte des Partenaires Techniques et Financiers internationaux.</p> <p>L'expérience dans des pays en développement et en Afrique subsaharienne est souhaitable.</p>
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Il est à signaler qu'en cas de proposition d'un fonctionnaire de l'Etat comme expert, une preuve de son employeur attestant qu'il/elle 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 d'appui dans le cadre du présent contrat.

6. INFORMATIONS, APPUI ET DOCUMENTS A FOURNIR

6.1 Informations à fournir par le Gestionnaire de la Facilité

Le principal lieu d'affectation de l'équipe du Gestionnaire de la Facilité sera Cotonou et le siège du Gestionnaire de la Facilité.

Le Gestionnaire de la Facilité doit résider dans le pays ou y être présent pendant la période d'exécution de la mission.

Le Gestionnaire de la Facilité se chargera de l'ensemble des ressources humaines nécessaires à la conduite de la mission, des bureaux, du déplacement (à l'intérieur et l'extérieur du pays), de l'hébergement, des fournitures de bureau, des communications, du matériel informatique et des accessoires, des travaux de 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 présents termes de référence doivent être fournis par le Gestionnaire de la Facilité sans coût additionnel.

6.2 Suivi de l'Exécution du Contrat

Le Gestionnaire de la Facilité doit élaborer et conserver un Plan de Contrôle-Qualité (« PCQ ») qui dévoilera tout au moins la stratégie qu'il envisage de mettre en place pour respecter les exigences liées à l'ensemble des objectifs de performance, suivre et gérer de façon proactive les exigences relatives aux travaux. Il devra également y inclure le mécanisme par lequel l'entité MCA-Bénin II sera informée des incidents liés à l'exécution des travaux et qui sont susceptibles d'affecter la qualité des services ou d'avoir un impact sur la conduite de la mission. Le Gestionnaire de la Facilité devra fournir une copie de son PCQ en même temps que le Plan de Travail de la Période de Base. 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.

6.3 Assistance fournie par MCA-Bénin II

Le principal point de contact du Gestionnaire de la Facilité dans le cadre de cette mission sera le Chef du Projet « Accès à l'Electricité Hors-Réseau » de MCA-Bénin II.

MCA-Bénin II devra fournir au Gestionnaire de la Facilité 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 les rencontres avec différentes catégories de parties prenantes de même que l'accès aux ministères, aux autorités et structures gouvernementales dont les activités et les rôles sont essentiels pour la mission du Gestionnaire de la Facilité.
- (c) Les lettres d'invitation pouvant s'avérer nécessaires pour appuyer les demandes de visa d'entrée et de sortie pour le personnel expatrié du Gestionnaire de la Facilité.
- (d) La facilitation de la délivrance de tout permis/autorisation nécessaire au personnel du Gestionnaire de la Facilité pour l'exécution de sa mission au Bénin.
- (e) La Facilitation de l'importation et de l'exportation des matériels et équipements dont pourrait avoir besoin le Gestionnaire de la Facilité dans le cadre de l'exécution de ses services de consultation, ainsi que les biens appartenant à son personnel expatrié.

6.4 Documents à fournir par MCA-Bénin II

Toute la documentation nécessaire relative au Programme devra être mise à la disposition du Gestionnaire de la Facilité. 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).
- (b) Les Accords de Mise en Œuvre ou Accord d'Exécution au fur et à mesure qu'ils seront disponibles ;
- (c) Les Politiques Pertinentes de MCC : les Directives de MCC sur l'Environnement, la Politique de MCC pour le Suivi/Evaluation de Programme MCA et de Programmes à seuil, les Directives de MCC sur l'Analyse des Avantages Economiques et les

Bénéficiaires, les Directives de MCC en matière d'utilisation d'indicateurs communs, la Politique de MCC en matière d'égalité des sexes et d'intégration de l'approche genre, (disponible sur le site www.mcc.gov);

- (d) Le Plan Directeur du Secteur de l'Energie Electrique au Bénin
- (e) Les Lois et Décrets relatifs au Secteur de l'Energie Electrique Hors-Réseau au Bénin
- (f) Les Rapports connexes utilisés pendant l'élaboration des activités du Programme :
 - i. Le Rapport d'Analyse des Contraintes Economiques
 - ii. Les Etudes relatives au Projet de Réseau Electrique du Bénin – les Rapports définitifs d'Etude de Faisabilité.
 - iii. D'autres études pertinentes.

LISTE DES ACRONYMES/ABREVIATIONS

ABE	Agence Béninoise pour l'Environnement
ABERME	Agence Béninoise d'Electrification Rurale et de Maîtrise de l'Energie
ABENOR	Agence Béninoise de Normalisation et de Gestion de la Qualité
AR/AE	Entité Responsable
ANADER	Agence Nationale pour le Développement des Energies Renouvelables et de l'Efficacité Energétique
ARE	Autorité de Régulation de l'Electricité
CEB	Communauté Electrique du Bénin
CEET	Compagnie Energie Electrique du Togo
PEPP	Plan d'Engagement des Parties Prenantes
DGE	Direction Générale de l'Energie
PGESSS	Plan de Gestion Environnementale et Sociale, de Santé et de Sécurité
SGESSS	Système de Gestion Environnementale et Sociale, de Santé et de Sécurité
EIES	Evaluation d'Impact Environnemental et Social
TRE	Taux de Rentabilité Economique
PES	Performance Environnementale et Sociale
AF/FA	Agent Fiduciaire
FCFA	Franc de la Communauté française d'Afrique
FER	Fonds d'Electrification Rurale
GF	Gestionnaire de la Facilité
PIB	Produit Intérieur Brut
SIG	Système d'Information Géographique
GdB	Gouvernement du Bénin
HTA	Haute Tension A
ISIG	Inclusion Sociale et Intégration du Genre
HV A	Haute Tension A
HV	Haute Tension
AE	Agence d'Exécution ou Agence de Mise en Œuvre
AAE/IEA	Accord de Mise en Œuvre ou Accord d'Exécution
CI	Comité d'Investissement
SFI	Société Financière Internationale
IPP/PIP	Producteur Indépendant d'Electricité
kV	kilo Volt
BT	Basse Tension
MCA	Millennium Challenge Account
MCA-Bénin II	Millennium Challenge Account-Bénin II
MCC	Millennium Challenge Corporation
S&E	Suivi et Evaluation

MEF	Ministère de l'Economie et des Finances
MEEM	Ministère de l'Energie, des Mines et de l'Eau
MERPMEDER	Ministère de l'Energie, des Recherches Pétrolières et Minières, et du Développement des Energies Renouvelables
MT	Moyenne Tension
MW	Mégawatt
AdD	Avis de démarrage
O & M	Exploitation et Maintenance/Entretien
OCEF	Facilité d'Energie Propre Hors-Réseau
APM/PA	Agent de Passation des Marchés
PESMC	Consultant en Gestion de Programmes et en Gestion Environnementale et Sociale
NP	Norme de Performance
PSP	Panel de Sélection de Projets
PV	Photovoltaïque
PCQ	Plan de Contrôle-Qualité
RTP	Rapports Trimestriels de Progrès
SBEE	Société Béninoise d'Energie Electrique
PAR	Plan d'Actions de Réinstallation
DDC	Demande de Candidature
AT	Assistance Technique
TDR	Termes de Référence
USG	Gouvernement des Etats-Unis

7 ANNEXES

ANNEXE A : Bref Aperçu du Secteur de l'Énergie Électrique au Bénin

Aperçu et principales caractéristiques du secteur de l'énergie 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 à faible revenu d'Afrique, soit 110 kWh/ habitant par an, malgré une croissance rapide de la demande, qui est de 6% par an.

Tableau 1: Principales informations sur le secteur de l'Énergie 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'Énergie Électrique (SBEE)
Courbe de la charge	période de pointe du soir : 200-250 MW offre de base: 100-120 MW	Société bi-étatique (Bénin-Togo) d'importation, de production et de transport d'énergie électrique	Communauté Électrique 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 de l'Électricité (ARE)
Prix d'achat des importations	USD 0,10/kWh	Ministère de l'Énergie	Ministère de l'Énergie, des Recherches Pétrolières et Minières et du Développement des Énergies Renouvelables (MERPMDER)
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 (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'Electrification rurale et de la Maîtrise de l'Energie (ABERME).

En plus d'un accès limité, le réseau de distribution électrique du Bénin est caractérisé par :

- de nombreuses coupures d'électricité (interruptions planifiées, rationnement et coupures non programmées)
- l'instabilité de la tension qui peut endommager les équipements et nécessite souvent l'utilisation d'un stabilisateur de tension coûteux pour y remédier.

L'insuffisance de la fourniture d'énergie électrique – aussi bien en termes de qualité que de 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 tout en étant qu'un petit marché énergétique. Le Bénin dépend, en grande partie de la *Communauté économique 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'Énergie Électrique (« 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 Nigeria, deux pays qui connaissent eux-mêmes des crises énergétiques récurrentes, et qui a conduit au non-respect de leurs obligations contractuelles vis-à-vis de la CEB. En outre, le Gazoduc d'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 du Nigeria, faisant de l'utilisation du gaz naturel, un combustible pour la production d'électricité, une alternative peu fiable.

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 gaz-oil, 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).

Les taux élevés des pertes techniques et commerciales constituent la troisième raison de l'insuffisance de l'offre d'énergie. Bien que le taux de pertes globales (pertes techniques et commerciales combinées) estimée à 22% ne soit pas le plus élevé dans la région, le réseau électrique de la SBEE montre actuellement ses limites. 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 fait face à des problèmes financiers et opérationnels liés aux : bas tarifs, taux de pertes élevés (estimés à 12 % pour les pertes sur-réseau, plus les pertes supplémentaires liées aux factures impayées), les pertes techniques qui s'élèvent 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'Électricité* – «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-pét

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)³². 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.

Tableau 3. Evolution du nombre d'abonnés et taux d'Electrification ³³

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 urbain (%)	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

³² Agence Internationale de l'Energie, Atlas de l'Energie.

³³ 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.

Année	2005	2010	2011	2012	2013	Taux de croissance (%)
Taux d'électrification rurale (%)	1,68	3.53	3,8	4,48	5,5	13

Tableau 4. Abonnés aux Systèmes BT et MT ³⁴

Année	Tension	2008	2009	2010	2011	2012	2013	Taux moyen d'accroissement (%)
Nombre d'abonnés	BT	367.711	386.630	416.211	437.092	456.567	484.176	5,7
	MT	579	626	667	731	772	837	7,7
Quantité d'énergie électrique vendue (GWh)	BT	497,23	522,97	572,50	582,59	598,12	621,28	4,6
	MT	224,06	247,78	257,36	213,65	242,42	231,20	1,3
Quantité d'énergie électrique fournie (GWh)		836,97	935,90	1.024,33	1.018,27	1.073.81	1.099,17	5,7

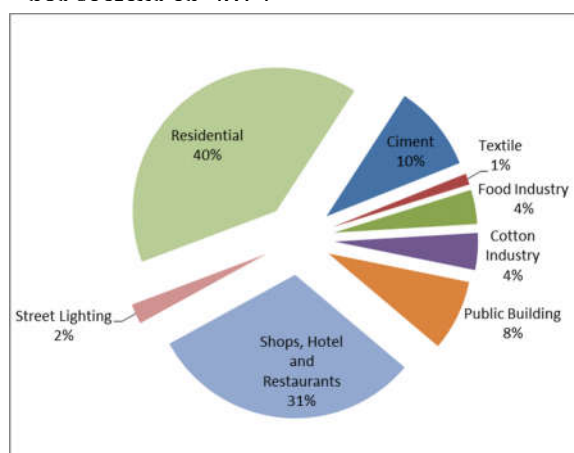
La consommation nationale d'énergie électrique est passée de 589 GWh en 2005 à 868 GWh en 2010, et à 1.099 GWh en 2013. Ainsi, elle a pratiquement doublé entre 2005 et 2013. L'augmentation de la consommation d'énergie électrique s'explique principalement par une forte poussée démographique ajoutée à 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, 2020-2030³⁵

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/Autres	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

Graphique 1. Consommation d'Electricité



³⁴ Ibid.

³⁵ Cardno-Fichtner, Evaluation de la Situation, 2015.

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.

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		Voir tableau ci-dessous
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 Nangbeto au Togo	Hydroélectricité	65 MW	CEB	CEB (partagé)	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	GdB	SBEE	2013 pour les 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 Realisations Internationals (MRI) (sites multiples)	Groupes électrogènes Diesel	30 x 1 MW	MRI	SBEE	2014	Loué par le GdB
Petites unités supplémentaires situés à plusieurs endroits (sans interconnexion)			Communautes			
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.³⁶ 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)

Sources	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>		
Centrale 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.

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.³⁷ 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

³⁶ Site Internet de la CEB.

³⁷ IED, Rapport de démarrage.

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%³⁸, 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 %.

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 Bembèrèkè

Par rapport aux projets en cours, il est prévu l'achèvement de deux lignes en 2016:

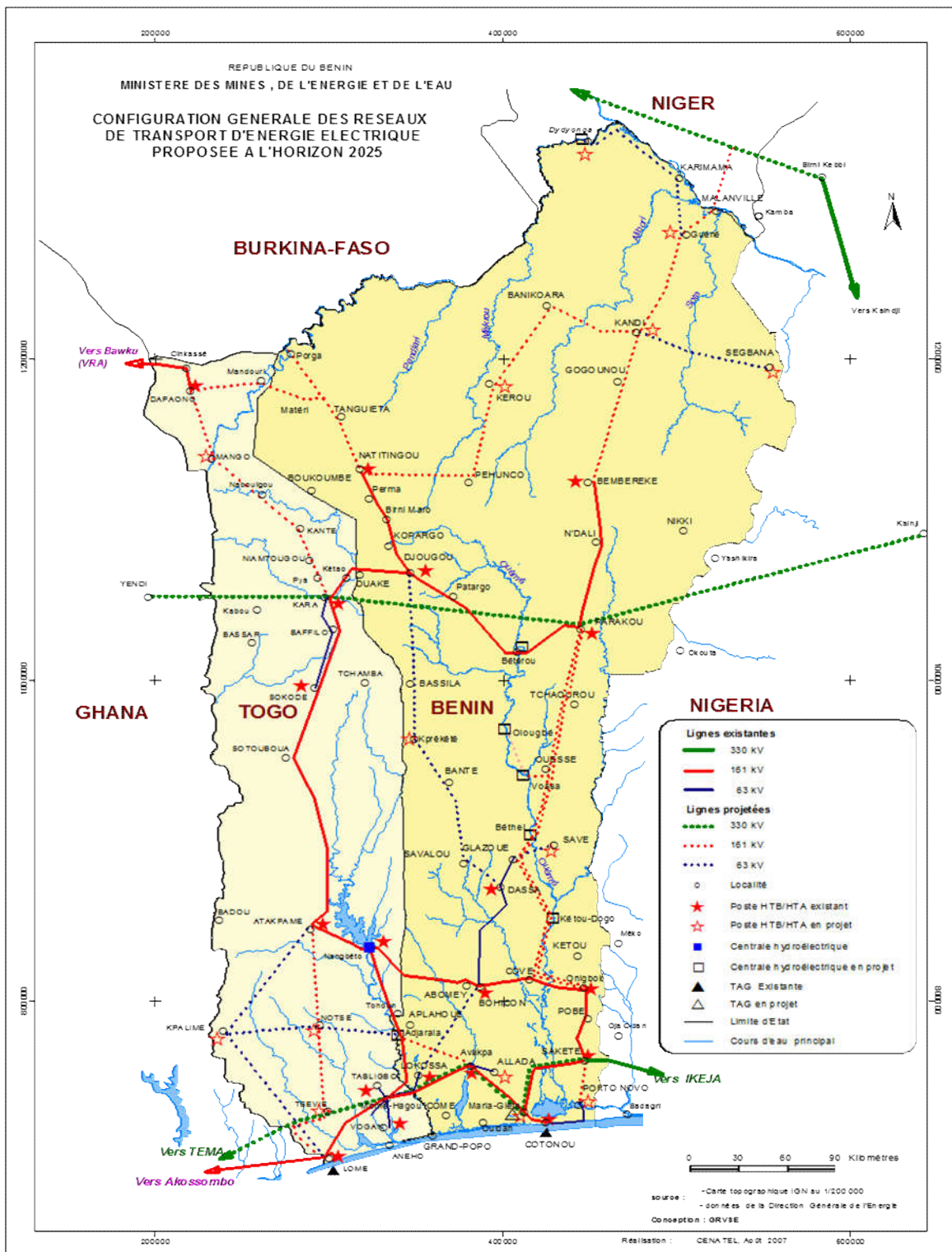
³⁸ 4.6% d'après les chiffres fournis sur le site internet de la CEB.

- 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).

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
Ouémé 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'Énergie, des Recherches Pétrolières et Minières, et du Développement des Énergies Renouvelables : Le MERPMDER est le ministère chargé de la formulation, de la mise en œuvre et du suivi de la politique sectorielle en matière d'énergie au Bénin. Il regroupe un certain nombre de directions, dont la Direction générale de l'Énergie (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'Économie, des Finances et des Programmes de Dénationalisation : Le MEFPD 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 MEFPD 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, des Finances et des Programmes de Dénationalisation 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 (ABERME) : Instituée par le Décret du 4 août 2004, l'ABERME a pour mission de mettre en œuvre la politique de l'État 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 (ANADER) : 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'Électricité (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 Électriques Intérieures : 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 : Le WAPP ou l'EEEO 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 et 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 politique sectorielle du secteur de l'énergie électrique était définie et régulée par l'entremise du MERPMDER et de la DGE. A l'heure actuelle, cette prérogative revient à l'ARE. L'ARE est chargée, entre autres, de :

- veiller au respect des normes en matière de production, de transport et de distribution de l'énergie électrique ;
- 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.

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 \$/kWh³⁹) et la cède à ses clients à un coût moyen de 110 F CFA/kWh⁴⁰ (0.20 \$/kWh).⁴¹

Tableau 9. Structure officielle des prix de vente de l'énergie électrique au Bénin (CFA/kWh) ((Basse Tension)⁴²

Catégorie de Services	Catégorie de clients	Niveau de Consommation		
BT1	Usage domestique (Eclairage et climatisation)	78 F CFA Tranche sociale <20kWh	109 F CFA 0-250 kWh	115F CFA Reste de la consommation
BT2	Usage professionnel (Boutiques, salon de coiffure, salons de couture, cafés, bar-restaurants, hôtels, menuiseries etc.)		111 F CFA Consommation totale	
BT3	Eclairage public		122F CFA Consommation totale	

Tableau 10 : Structure officielle des prix de vente de l'énergie électrique au Bénin (CFA/kWh) (HTA)⁴³

Catégorie	Type de consommateurs	Prix (en CFA)	
HTA1	Hôtels, Services, Commerces	94 F CFA/kWh	
HTA2	Hôtels, Services, Commerces	94 F CFA/kWh	4500 F CFA/kva souscrite à la pointe
HTA3	Industries	78 F CFA/kWh	
HTA4	Industries	78 F CFA/kWh	7000 F CFA/kva

³⁹ Taux de change moyen du dollar : 1 USD = 550 CFA.

⁴⁰ IED, Elaboration du Plan directeur de développement du sous-secteur de l'énergie électrique au Bénin – Rapport de démarrage. Rapport provisoire, Octobre 2014.

⁴¹ 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.

⁴² Disponible sur le site internet de la SBEE.

⁴³ Disponible sur le site internet de la SBEE.

			souscrite à la pointe
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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 l'entremise du MERPMDER. 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 ;
 - La 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.

Electrification rurale au Bénin

L'ABERME a pour mission de superviser les efforts d'électrification rurale au Bénin. A ce jour, l'ABERME a choisi de se concentrer exclusivement sur l'électrification à travers l'extension du réseau, notamment par le raccordement de villages situés à 20 km des lignes Moyenne Tension. Ce processus a connu une très lente évolution, avec un taux d'électrification rurale qui est passé de 1,9% en 2006 à 5,5% en 2013, presque une décennie après la création de l'ABERME. L'ABERME a, par conséquent, décidé de passer à un modèle de concession à des opérateurs privés comme étant un moyen potentiellement plus efficace d'améliorer l'accès à l'électricité. La réalisation d'une étude de faisabilité (dont les termes de référence font encore l'objet de discussion depuis 2009) destinée à explorer des possibilités d'octroi de concession (en divisant le pays en quinze zones de concession) a récemment été confiée à un Cabinet de consultants mais cette étude ne devrait tout au moins s'achever qu'à la mi-2016 et se poursuivra par un long processus de validation avant l'établissement de toute concession et le lancement de tout appel d'offres. La réflexion en cours étant de permettre aux concessionnaires de développer des réseaux et d'acheter l'électricité en gros à la SBEE. Ainsi, ils feraient office de sociétés classiques de distribution desservant les régions rurales.

L'ANADER a été créée en 2014 et, tandis que son principal rôle est d'identifier, d'évaluer et de financer les possibilités d'électrification à partir des sources d'énergies renouvelables, la séparation des pouvoirs et responsabilités entre l'ABERME et l'ANADER n'est pas parfaitement claire. La plus grande priorité de l'ANADER pour l'année 2015 est la construction de 105 mini-réseaux sur toute l'étendue du territoire national afin de fournir de l'électricité aux villages qui ne sont pas actuellement desservis par la SBEE. La mise en place de ces mini-réseaux, et le suivi d'un des projets pilotes de construction de six (06) mini-réseaux achevé en 2014, sont pour l'ANADER, un moyen d'exécuter sa mission de promotion des énergies renouvelables. L'ANADER a poursuivi le processus de passation de marchés dans le cadre des travaux de construction des mini-réseaux sans déterminer le mécanisme d'exploitation de ces installations, sur le long terme (qui inclut les questions de propriété, de tarification, de subventions et d'extension du réseau, etc.).

Il est prouvé que des investisseurs privés locaux et régionaux (par exemple EDF et des ONG telles SELF, et Electriciens sans Frontières) manifestent un intérêt pour des petits projets

d'électrification rurale hors-réseau éligibles, conventionnels ou non. Il existe des installations hors-réseau qui ont été initiées par des communautés et des ONG et qui n'ont pas nécessairement eu besoin de passer par un processus formel d'approbation. Il y a également des tentatives infructueuses d'autres structures qui ont, pendant longtemps et par des voies officielles, tenté d'obtenir des concessions pour leurs projets, principalement en raison du caractère complexe de la gouvernance dans le secteur de l'énergie, d'où la nécessité d'adopter une approche globale visant à promouvoir l'électricité hors-réseau, au-delà des considérations techniques relatives à la technologie retenue en matière de production d'énergie renouvelable.

La mission de l'ARE consiste à délivrer des autorisations aux opérateurs intervenant dans la production, le transport, la distribution et la prestation de services hors-réseau, et à s'acquitter de nombreuses autres fonctions relatives à la protection des consommateurs et à la régulation. L'ARE conçoit l'électrification hors-réseau comme un moyen revêtant une importance stratégique pour l'accélération de l'électrification au Bénin.

D'après le Plan Directeur du Sous-Secteur de l'Energie Electrique, à l'horizon 2015, 1654 localités sur 3817 au Bénin seront connectés au réseau existant de la SBEE. Même si le Plan Directeur précise par ailleurs que 82 pour cent des localités non électrifiées au Bénin sont situées à 1 km du réseau MT de la SBEE, le processus d'extension du réseau a toujours été extrêmement lent et coûteux. Conformément aux objectifs de la DGE, le Plan Directeur du Sous-Secteur de l'Energie Electrique souligne que selon le scénario fort, d'ici à 2035, toutes les localités ayant plus de 1.000 habitants devraient être raccordées au réseau. Les seuils correspondants selon le Scénario Croissance Moyenne et Croissance Faible sont de 1500 et 2000, respectivement ; pour y parvenir, il faudra un rythme d'électrification de 100, 90 et 80 localités par an selon le Scénario de Croissance Forte, Moyenne, et Faible, respectivement. Ces taux n'ont jamais été atteints par le passé. En outre, même si ils ont été atteints, il y aurait beaucoup de localités qui attendraient plus de dix ans avant d'avoir accès à l'électricité.

Même si les clients perçoivent normalement le raccordement au réseau comme une source d'électricité plus fiable, les systèmes hors-réseau peuvent actuellement fournir de l'électricité avec des interruptions de service moins fréquentes et moins longues comparées aux longues lignes d'alimentation desservant plusieurs villages reculés. Ils contribuent également à fournir une meilleure qualité de service aussi bien en termes de baisse de tension que d'autres perturbations du réseau. Cette opinion favorable au raccordement au réseau de la SBEE considéré comme étant moins onéreux est essentiellement due aux systèmes de subventions des tarifs et à la fourniture d'électricité historiquement peu fiable par la Société Béninoise d'Energie Electrique, à partir de centrales à diesel hors-réseau, plutôt qu'à des considérations technologiques relatives à la production d'énergies renouvelables.

Il existe au Bénin, une petite communauté composée de promoteurs et de fervents défenseurs des énergies renouvelables organisée, impatiente et activement à la recherche d'occasions pour solliciter et recevoir des autorisations/licences pour exercer leurs activités. La présente étude aura, entre autres, pour objectif d'aider l'ARE à donner libre court à l'esprit entrepreneurial de ces promoteurs privés de projets d'énergie renouvelables tout en veillant à ce que les projets qu'ils développent répondent aux normes requises en matière de qualité et de sécurité pour satisfaire les besoins des communautés que desserviront lesdits projets.

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 [full legal name of the MCA Entity] (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
Samuel O. BATCHO
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, Leave, etc.
- 11.1 Working hours and holidays for Key Professional Personnel are set forth in Annex D. To account for travel time, foreign 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 (30) days after the receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions **specified in the SCC.**
14. Commissions and Fees 14.1 The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
15. Entire Agreement 15.1 This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.
16. Commencement, Completion and Modification of Contract
- Contract Entry into Force 16.1 This Contract shall come into full force, and be legally binding on the Parties in all respects, on the date this Contract is signed by the Parties or such other date as may be **stated in the SCC.**
- Effective Date and Commencement of Services 16.2 The Consultant shall commence the Services on the date **specified in the SCC**, which shall be defined as the "Effective Date."
- Expiration of Contract 16.3 Unless terminated earlier pursuant to GCC Clause 20, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC.**
- Modifications or Variations 16.4 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-Clause 50.1, however, each Party shall give due consideration to any proposals for modification or variation made by the other

Party.

- Substantial Modification 16.5 In cases of any of the below, the prior written consent of MCC is required:
- (a) the Contract value of a Contract that did not require approval under an MCC policy is raised to a value that would require approval
 - (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 E and F.

Interest on Delayed Payments 17.5 If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-Clause 17.3, interest shall be paid to the Consultant for each day of delay at the rate **stated in the SCC**.

18. Taxes and Duties

- (a) The Section 2.8 of the Compact provides a comprehensive series of tax exemptions that cover the use of all funding under the Compact to protect against the payment of any taxes, duties, levies or similar charges of or in Benin by any natural or legal person, except natural persons who are citizens or permanent residents of Benin or legal persons (unless residency has been created or formed because of the Compact). The terms and a detailed description of the exemptions are provided in the Tax Schedules ("Tax Schedules") at Annex II to the Program Implementation Agreement. The Consultant, (including its associates, if any), Sub-Consultants, and their respective Personnel shall otherwise pay all other Taxes, as applicable. In the event that any taxes are imposed on the Consultant, its associates, Sub-Consultants, or their respective Personnel, the Contract price shall not be adjusted to account for such taxes. The MCA-Entity shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants, or their respective Personnel for any Taxes.
- (b) In conjunction with the exemption and requirements under the Tax Schedules, the Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of the MCA Country in importing property into the MCA Country.
- (c) If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw, but dispose of any property in the MCA Country upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or

(ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into the MCA Country.

- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 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 sub-paragraphs (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
Termination

Upon 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 Corruption Requirements

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://cctrends.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 25.1
Persons

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.⁴⁴ 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

⁴⁴ <https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy>

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 Executive Orders regarding TIP, including using misleading 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 Policy⁴⁵ 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 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

⁴⁵ Available at: <https://assets.mcc.gov/guidance/mcc-policy-gender.pdf>

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.
- 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**.

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 41.1 Equipment, vehicles and materials made available to the
Materials Furnished by Consultant by the MCA Entity, or purchased by the
the MCA Entity 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 42.1 Equipment, vehicles or materials brought into the MCA
Provided by the Country by the Consultant, Sub-Consultants and Personnel,
Consultant 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 43.1 Unless otherwise **specified in the SCC**, the MCA Entity
Exemptions 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.

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| 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	(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. (m) “Local Currency” means XOF . (n) “MCA Country” means the country of Benin .
GCC 3.1	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"/>].
GCC 4.1	The addresses for serving notices under this Contract are: <u>For the MCA Entity:</u> 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 <u>Email:</u> info-benin@charleskendall.com and copy to: info@mcabenin2.bj <u>For the Consultant:</u>
GCC 8.1	The Member in charge is [insert name of member] <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>
GCC 9.1	The Authorized Representatives are: <u>For the MCA Entity:</u> 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

	<p>Email : info@mcabenin2.bj</p> <p><u>For the Consultant:</u></p>
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 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 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 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

	<p>conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date 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.</p>

	<p>Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of 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	This Contract shall enter into force on the date of signing of the Contract by both parties.																				
GCC 16.2	The Effective Date shall be Twenty-one (21) days after contract entry into force date.																				
GCC 16.3	The Contract shall expire on [insert date] .																				
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 for the base period</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">ID</th> <th style="width: 50%;">Report Title</th> <th style="width: 20%;">Submission (Weeks from Contract effective Date CED)</th> <th style="width: 20%;">Payment (% of contract value or \$ amount)</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">Base Period</td> </tr> <tr> <td></td> <td>Inception report including : Draft and Final Base Period Work Plan Fully staffed and operational home office in Cotonou</td> <td>4 weeks CED</td> <td>10%</td> </tr> <tr> <td></td> <td>- Draft of Operations Manual including all Annexes described in above tasks</td> <td>20 weeks after CED</td> <td>20%</td> </tr> <tr> <td></td> <td>- Final of Operations Manual including all Annexes described in above tasks</td> <td>24 weeks after CED</td> <td>15%</td> </tr> </tbody> </table>	ID	Report Title	Submission (Weeks from Contract effective Date CED)	Payment (% of contract value or \$ amount)	Base Period					Inception report including : Draft and Final Base Period Work Plan Fully staffed and operational home office in Cotonou	4 weeks CED	10%		- Draft of Operations Manual including all Annexes described in above tasks	20 weeks after CED	20%		- Final of Operations Manual including all Annexes described in above tasks	24 weeks after CED	15%
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	- Final of Operations Manual including all Annexes described in above tasks	24 weeks after CED	15%																		

		Establish PSP	24 weeks after CED 24 weeks after NTP	2% 2%
		Ongoing meetings, reporting and documentation (as noted in above task) Draft of OCEF Database	27 weeks after CED	3%
		Launch of the RFA Summary Reports of Information Sessions held and documentation of questions received and responses sent to applicants Package of all proposals received, and notification	41 weeks after CED	20%
		Information entered into Final OCEF Database. Report summarizing the review and diligence processes leading to the shortlist. Shortlist TA Plan	45 weeks after CED	15%
		Draft of Base Period Final Report	46 weeks after CED	5%
		Final of Base Period Final Report	48 weeks after CED NTP	10%
Payment Schedule for the option period				
Option Period				
		• Summary Report of training delivered to PSP	4 weeks after starting option period	2% of option period budget
		• Draft PSP Report based on the PSP's deliberation and recommendations (1st Round)	7 weeks after starting option period	
		• Final PSP Report based on the PSP's deliberation and recommendations (1st Round)	9 weeks after starting option period	3% of option period budget

Section VII. Special Conditions of Contract and Annexes to Contract

		<ul style="list-style-type: none"> • Report summarizing all training and technical assistance provided to shortlist applicants. 	18 weeks after starting option period	
		<ul style="list-style-type: none"> • The FM will provide the final proposals and a summary report to the IC for their formal approval. 	22 weeks after starting option period	
		<ul style="list-style-type: none"> • Draft IC report including deliberations, recommendations and decisions. 	24 weeks after starting option period	2% of option period budget
		<ul style="list-style-type: none"> • Final IC report including deliberations, recommendations and decisions. 	26 weeks after starting option period	
		<ul style="list-style-type: none"> • Draft Grant Agreement for each selected grant 	28 weeks after starting option period	5% of option period budget
		<ul style="list-style-type: none"> • Final Grant Agreement for each selected grant 	36 weeks after starting option period	
		<ul style="list-style-type: none"> • All Deliverables as noted from Base Period Task 11 through Option Period Task 4 	TBD	45% of option period budget
		<ul style="list-style-type: none"> • Draft and Final Oversight and Monitoring Plan • Regularly updated OCEF Database • Grant recording/tracking system (element of OCEF Database) • Quarterly reporting summarizing the results (findings, issues) of OCEF's grantee's financial reports/compliance. 	40 weeks after starting option period	5% of option period budget
		<ul style="list-style-type: none"> • Regular and ad hoc cash flow estimations to support MCA-Benin II reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests. 	TBD	25% of option period budget

	<ul style="list-style-type: none"> • Quarterly Progress Reports • Documented record of all communications with grantees, entered into the OCEF database. • Written record of any OCEF Program grievances brought to FM's attention (to include any response made by FM and referrals to MCA-Benin II) as per MCA-Benin II's Grievance Mechanism. • Annual Review and Planning Report Annual Review and Planning Report 		
	<ul style="list-style-type: none"> • Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan. • Amendments to the OCEF M&E Plan as needed 	TBD Quarterly	3% of option period budget
	<ul style="list-style-type: none"> • OCEF Closure Plan • Draft and Final OCEF Closing Report 	TBD	10% of option period budget
	<p>The Consultant should note that payment of fees for the services is linked to approval of individual deliverables by MCA-Benin II. The FM 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	<p>The Consultant shall not use the documents for purposes unrelated to this Contract without the prior written approval of MCA-Benin II.</p>		
GCC 36.1	<p>The risks and the minimum coverage shall be as follows: (d) third party motor vehicle liability insurance in respect of motor</p>		

	<p>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;</p> <p>(e) third party liability insurance, with a minimum coverage of 3 000 000 USD;</p> <p>(f) professional liability insurance, with a minimum coverage of 3 000 000 USD;</p> <p>(g) 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</p> <p>(h) 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.</p>
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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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list (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 https://assets.mcc.gov/documents/guidance-2011001020309-standards_for_global_marking.pdf; 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

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 at a location to be determined by MCA (most likely Cotonou, Benin). The FM will be represented by the Project Manager and Key Personnel. 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 following table summarizes the Deliverables and Reporting Requirements, which are described more fully above, along with their Due Dates:

No	Reports and Deliverables	Due Dates
Base Period		
2.1.1 Task 1 - Mobilization and Preparatory Work	<ul style="list-style-type: none"> • Inception report including : <ul style="list-style-type: none"> • Draft and Final Base Period Work Plan • Fully staffed and operational home office in Cotonou • Kick-off meeting completed 	4 weeks after NTP (Kick off meeting)
2.1.2 Task 2 - Development of the OCEF Operations Plan/Manual	• Draft Operations Manual	20 weeks after NTP
	• Final Operations Manual	24 weeks after NTP
2.1.3 Task 3 - Development of OCEF Communications and Stakeholder Engagement Plan	• Draft & Final CSE Plan	(duration: 8 weeks, not in addition to the 20 weeks after NTP noted above)
2.1.4 Task 4 - Development of the OCEF ESHSMS	• Draft & Final OCEF ESHSMS	(duration: 8 weeks, not in addition to the 20 weeks after NTP noted above)
2.1.5 Task 5 - Development of a Strategy to Provide TA to Applicants	• Draft and Final TA Strategy	(duration: 4 weeks, not in addition to the 20 weeks after NTP noted above)
2.1.6 Task 6 - Development of an Economic Analysis Plan	<ul style="list-style-type: none"> • Draft and Final Economic Analysis Plan including methodology and process • All the excel files (templates) used by applicants or third persons to calculate the ERR. • A list of all primary and 	(duration: 8 weeks, not in addition to the 20 weeks after NTP noted above)

No	Reports and Deliverables	Due Dates
	secondary data to be used in the ERR calculations	
2.1.7 Task 7 - Development of an M&E and Data Collection Plan	<ul style="list-style-type: none"> • Draft & Final OCEF M&E Plan • Updated OCEF M&E Plans, as necessary 	(duration: 8 weeks, not in addition to the 20 weeks after NTP noted above)
2.1.8 Task 8 - Development of an OCEF GSI Plan	<ul style="list-style-type: none"> • Draft & Final GSI Plan 	(duration: 8 weeks, not in addition to the 20 weeks after NTP noted above)
2.1.9 Task 9 – Technical & Administrative Support to the Project Selection Panel (PSP)	<ul style="list-style-type: none"> • A plan for managing the PSP including identifying, constituting and convening members. 	(duration: 4 weeks, not in addition to the 20 weeks after NTP noted above)
	<ul style="list-style-type: none"> • PSP established, including administrative, technical and logistical support. 	(duration: 4 weeks, not in addition to the 20 weeks after NTP noted above)
2.1.10 Task 10 – General Management, Oversight, Monitoring & Report	<ul style="list-style-type: none"> • Ongoing meetings, reporting and documentation (as noted in above task) 	25 to 48 weeks after NTP
	<ul style="list-style-type: none"> • Draft OCEF Database 	20 weeks after NTP
	<ul style="list-style-type: none"> • Final OCEF Database 	24 weeks after NTP
2.1.11 Task 11 – Launch of RFA	<ul style="list-style-type: none"> • Launch of the RFA 	35 weeks after NTP
	<ul style="list-style-type: none"> • Summary Reports of Information Sessions held and documentation of questions received and responses sent to applicants 	39 weeks after NTP
	<ul style="list-style-type: none"> • Package of all proposals received, and notification letters sent 	43 weeks after NTP
2.1.12 Task 12 – Review of Proposals and Development of the Shortlist	<ul style="list-style-type: none"> • Information entered into Final OCEF Database. 	44 weeks after NTP
	<ul style="list-style-type: none"> • Report summarizing the review and diligence processes leading to the shortlist. 	45 weeks after NTP

Section VII. Special Conditions of Contract and Annexes to Contract

No	Reports and Deliverables	Due Dates
	<ul style="list-style-type: none"> • Shortlist TA Plan 	43-46 weeks after NTP
	<ul style="list-style-type: none"> • Draft of Base Period Final Report 	46 weeks after NTP
	<ul style="list-style-type: none"> • Final of Base Period Final Report 	48 weeks after NTP
Option Period		
2.2.1 Task 1 – Convene and Administer PSP	<ul style="list-style-type: none"> • Summary Report of training delivered to PSP 	4 weeks after starting option period
	<ul style="list-style-type: none"> • Draft PSP Report based on the PSP’s deliberation and recommendations (1st Round) 	7 weeks after starting option period
	<ul style="list-style-type: none"> • Final PSP Report based on the PSP’s deliberation and recommendations (1st Round) 	9 weeks after starting option period
2.2.2 Task 2 Final Proposal Development and Technical Assistance for Shortlisted Proposals	<ul style="list-style-type: none"> • Report summarizing all training and technical assistance provided to shortlist applicants. 	18 weeks after starting option period
	<ul style="list-style-type: none"> • The FM will provide the final proposals and a summary report to the IC for their formal approval. 	22 weeks after starting option period
2.2.3 Task 3- Convene and Administer IC	<ul style="list-style-type: none"> • Draft IC report including deliberations, recommendations and decisions. 	24 weeks after starting option period
	<ul style="list-style-type: none"> • Final IC report including deliberations, recommendations and decisions. 	26 weeks after starting option period
2.2.4 Task 4- Grant Award Process	<ul style="list-style-type: none"> • Draft Grant Agreement for each selected grant 	28 weeks after starting option period
	<ul style="list-style-type: none"> • Final Grant Agreement for each selected grant 	36 weeks after starting option period
2.2.5 Task 5 – Potential Second Round of RFA	<ul style="list-style-type: none"> • All Deliverables as noted from Base Period Task 11 through Option Period Task 4 	TBD

No	Reports and Deliverables	Due Dates
2.2.6 Task 6- Oversight and Monitoring of Grants	<ul style="list-style-type: none"> • Draft and Final Oversight and Monitoring Plan • Regularly updated OCEF Database • Grant recording/tracking system (element of OCEF Database) • Quarterly reporting summarizing the results (findings, issues) of OCEF's grantee's financial reports/compliance. 	40 weeks after starting option period
2.2.7 Task 7- General Management and Reporting to MCA-Benin II	<ul style="list-style-type: none"> • Regular and ad hoc cash flow estimations to support MCA-Benin II reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests. • Quarterly Progress Reports • Documented record of all communications with grantees, entered into the OCEF database. • Written record of any OCEF Program grievances brought to FM's attention (to include any response made by FM and referrals to MCA-Benin II) as per MCA-Benin II's Grievance Mechanism. • Annual Review and Planning Report Annual Review and Planning Report 	TBD
2.2.8 Task 8 - Implementation of Monitoring & Evaluation	<ul style="list-style-type: none"> • Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan. • Amendments to the OCEF M&E Plan as needed 	TBD Quarterly
2.2.9 Task 9 – OCEF Closure	<ul style="list-style-type: none"> • OCEF Closure Plan • Draft and Final OCEF Closing Report 	TBD

It is the intention of MCA-Benin II to provide comments on all draft reports within two weeks of receipt of the drafts; the FM will then be required to issue the finalized report within two weeks

thereafter, taking into consideration the comments provided.

Presentation of Deliverables

The FM 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 with 5 hard copies to be delivered to MCA-Benin II in Cotonou. Deliverables will be considered “draft” upon initial receipt and should be designated as such. Drafts will be reviewed and accepted by MCA-Benin II, or comments will be provided back to the FM within 10 working days from the receipt of the report. Once the FM has received input on the draft documents, the FM will address the comments and provide the final deliverables as required and within agreed time frames. In addition, presentations to MCA-Benin II management could be required from time to time. All deliverables for this service will be submitted in French. 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 2003 (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.

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

MCA-Benin II will provide the Facility Manager 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 FM.
- c. Invitation letters as may be needed to support visa applications for entry and exit for the FM's expatriate staff.
- d. Facilitation of issuance of any permit required for personnel of the FM to perform its tasks in Benin.
- e. Facilitation of the import and export of equipment that may be required for the FM's performance of consulting services, and property belonging to the FM's expatriate staff.
- f. Compact Agreement signed on September 9, 2015; (the Compact is also available on the website www.mcc.gov).
- g. IEAs as and when they become available.
- h. 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)
- i. Master Plan for Benin's Electric Power Sector
- j. Laws and executive orders relating to Benin's off-grid electric power sector
- k. 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) Other relevant studies.