

Tender Specifications

RWA23003-10012

Services procurement contract for

**“Consultancy for cost benefit
analysis (CBA) and coaching”**

**Negotiated Procedure without prior
Publication**

Country: RWANDA

Navision code: RWA2300311

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1 General provisions

1.1 Derogations from the General Implementing Rules

Chapter '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

1.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

This tender is organised by Enabel in Rwanda, acting under a mandate from the European Union to implement the EU-funded TRIBE-HUB project. All activities and commitments described in this document are undertaken within the framework of that mandate.

For this procurement contract, Enabel is represented by **Ms. Virgine HALLET, Country Director Enabel RWANDA** or **Dr. Nicole CURTI KANYOKO, Lead Health Expert & Program Manager Enabel RWANDA**, who will sign the award letter and mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.
Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

⁴ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Legislation with regards to sexual harassment at the workplace or equivalent;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <http://www.enabel.be/content/integrity-desk>.

1.5 Definitions

The following definitions apply to this procurement contract:

- The tenderer: An economic operator submitting a tender;
- The contractor/ service provider: The tenderer to whom the procurement contract is awarded;
- The contracting authority: Enabel, represented by the person(s) mentioned in art. 1.2.;
- The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;
- Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

- Procurement documents: Tender Specifications including the annexes and the documents they refer to;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;
- Litigation: Court action.
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.
- Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.
- Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification

number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

1.7 Deontological obligations

1.7.1. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

1.7.2. For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates' procedure will lead to the rejection of the application or the tender.

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial

advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.7.6. The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law and competent courts

The procurement contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract.

2.2 Scope of the procurement contract

2.2.1 Subject-matter

This services procurement contract consists in the performance for “**Consultancy for cost benefit analysis (CBA) and coaching**”, in conformity with the conditions of these Tender Specifications.

2.2.2 Lots

The procurement contract has one single Lot which is indivisible. A tender for part of a lot is inadmissible.

2.2.3 Items

The procurement contract consists of the one item (1) with tasks described in ToRs below (See also **section 5 of the tender specifications**).

These tasks are pooled and form one single procurement contract.

2.2.4 Variants

Variants are not permitted. Each tenderer may submit only one tender.

2.2.5 Option

Options are not permitted.

2.2.6 Quantity

Quantities (man days) are determined in the ToRs (**See section 5 of the tender specifications**).

2.3 Term of the procurement contract⁹

The contract shall have **an overall duration of 8 months** with an estimated total of 40 man-days, starting from the day following the date on which the service provider receives the contract conclusion notification letter. (**cfr also section 5.4 below**).

⁹ Please note: term of the procurement contract not to be confused with performance period.

3 Procedures for the procurement contract

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2 Semi-official notification

This procurement contract is published on the Enabel website (www.enabel.be) **up to 11 December 2025**. The publication of these tender specifications on the Enabel website constitutes an invitation to submit an offer to anyone who becomes aware of it.

3.3 Information

The awarding of this procurement contract is coordinated by **Mr. Gaston HATEGEKIMANA** –gaston.hategekimana@enabel.be.

Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until **1 December 2025** inclusive (10 days before the deadline for submission of bids), candidate-tenderers may ask questions about these Tender Specifications and the procurement contract.

Questions will be in writing to Gaston HATEGEKIMANA

(gaston.hategekimana@enabel.be)

with copy to

Mélanie MUKANTAGARA (melanie.mukantagara@enabel.be)

<mailto:celestin.myambi@enabel.be>

and

Réal NIMPAGARITSE (real.nimpagaritse@enabel.be)

They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above **at the latest 5 days before the deadline** for submission of bids.

Until the notification of the award decision no information will be given about the evolution of the procedure.

The procurement documents can be consulted free of charge at the following internet address: www.enabel.be

To be able to submit a tender in full knowledge of the facts, the tenderer may visit the website www.enabel.be

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement

documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

The tenderer must use the tender form in annexe (**see point 6 “Forms” and point 7 “Submission requirements”**). In case he does not use these forms, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

3.4.2 Period the tender is valid

The tenderers are bound by their tender for a period of 120 calendar days from the reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.4.3 Determination of prices

All prices given in the tender form must obligatorily be quoted in EUROS, **including the applicable WHT^{10,11} and including of the VAT.**

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.4.3.1 Elements included in the price

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services and **value-added tax¹²** inclusive.

The following are in particular included in the prices:

- **Expert cost including:** fees, the per diems, accommodation costs, local transport costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed

¹⁰ Refer to article 63 of the law N° 027/2022 of 20/10/2022, establishing taxes on income in Rwanda (a tax of fifteen percent (15%) shall be withheld on public tenders if the recipient is not registered with the Tax Administration or is registered but does not have his/her previous income tax declaration)

¹¹ Mind double taxation – refer to the RRA Link:

https://www.rra.gov.rw/en/publications?tx_news_pi1%5Baction%5D=detail&tx_news_pi1%5Bcontroller%5D=News&tx_news_pi1%5Bnews%5D=1105&cHash=f71e9bc7ede752e64679f8c39e73871c

¹² For international bidders, the reverse VAT of 18% will be applicable, to be covered by the Client (art.14 of the LAW N° 049/2023 OF 05/09/2023).

to perform the present contract, intellectual property and the copyright fees, the purchase or leasing of third party services needed for the performance of the contract, Transport and the applicable **Withholding taxes**.

- **Reimbursable Costs:** (paid based upon presentation of justification documents, up to the maximum budget set and accepted in financial proposal): only **international travel costs** and **visa costs** (if any) are accepted as reimbursable costs.
- **International travel days are not reimbursed by Enabel.**

3.4.4 How to submit tenders?

Without prejudice to any variants, the tenderer may only submit one tender only per procurement contract.

The tenderer submits his tender as follows:

- ❖ **The tender will be drawn up in 3 copies, one of them being the original and two copies.**
- ❖ **Soft Copies (Exactly identical to the hard copy) must be submitted in one or more PDF files on a USB stick. Bidders who do not submit the required copies (hard and the soft copies), might be rejected.**

The tender and all accompanying documents have to be numbered and signed (original hand-written signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document.

The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning: "TENDER", the tender documents number **RWA23003-10012** and the Navision code **RWA2300311**.

The tender must be received **before 11 December 2025 at 12:00 PM Kigali time.**

It must be sent to:

**The attention of Gaston HATEGEKIMANA
Contract Officer - Enabel Rwanda
Belgian agency for international cooperation
KN 67 Street, plot N° 10
SORAS Towers, Wing A, 6th Floor
Opposite St Michel Catholic Church
B.P. 6089 Kiyovu**

It may be submitted:

- a) Either By post mail (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

- b) Delivered by hand directly to the contracting authority against a signed and dated receipt: In this case, acknowledgement of receipt makes proof of compliance with the time-limit for receipt.

The service can be reached on working days during office hours: from 8 am to 12:30 pm and from 1:30 pm to 5 pm (Rwanda time).

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted¹³.

3.4.5 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.6 Opening of tenders

The tender must be in the possession of the contracting authority before the final submission date and time specified in point 3.4.4. "How to Submit tenders". The tenders shall be opened behind closed doors.

3.4.7 Selection of tenderers

3.4.7.1 Exclusion grounds

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

By signing the Declaration on honour – exclusion criteria (point 6.6.), the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the exactitude of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.4.7.2 Selection criteria

Moreover, by means of the documents requested in **Section 5.5 of the present document**, the tenderer must prove that he is sufficiently capable to successfully perform this public procurement contract.

The minimum required profile for the company/ firm and the proposed experts will **be analysed at the selection stage.**

3.4.7.3 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity. Irregular tenders will be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Maximum 3 tenderers may be included in the shortlist.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

3.4.7.4 Award criteria

- a) Technical proposal 60%**
- b) Financial proposal (40%)**

See below art. 5.6

3.4.7.5. Final score

The scores for the award criteria will be added up. The procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

3.4.7.6. Awarding the procurement contract

The procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.

The contracting authority may either decide not to award the procurement contract; either redo the procedure, if necessary, through another award procedure.

The contracting authority maintains the right to award only a certain lot or certain lots.

3.4.7.7. Concluding the procurement contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

So, the full contract agreement consists of a procurement contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- If any, minutes of the information session and/or clarifications and/or the addendum,
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

4.1 Definitions (Art. 2)

- Contract manager/Managing official: The official or any other person who manages and controls the performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery (if accepted);
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Managing official (Art. 11)

The managing official is **Ms. Mélanie MUKANTAGARA**, Project Manager – Health Program, with email: melanie.mukantagara@enabel.be.

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the contracting authority.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g., performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.3 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual

relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

Art. 12/3 § 2 of the Royal Decree of 14 January 2013:

3° when this involves a service contract in a sector susceptible to fraud, the subcontracting chain may only have two levels at most, namely the contractor's direct subcontractor and the second level subcontractor.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.4 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;

- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.5 Protection of personal data

4.5.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.5.2 Processing of personal data by a subcontractor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

4.6 Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

4.7 Conformity of performance (Art. 34)

The services must comply in all respects with the procurement documents. Even in the absence of technical specifications / terms of reference in the procurement documents, the services must comply in all aspects with good practice.

4.8 Changes to the procurement contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.10 Performance modalities (Art. 146 et Seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed **within 8 months (overall contract duration), with an estimated total of 40 man-days, starting from the day following the date on which the service provider receives the contract conclusion notification letter.**

4.10.2 Place where the services must be performed and formalities (Art. 149)

The services will be performed mainly in Rwanda and part of the tasks performed remotely (see point 5.4.2).

4.10.3 Evaluation of the services performed

If during contract performance irregularities are found, the contractor shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently. The contractor is bound to perform the non-complying services again.

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.12 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the procurement contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.14.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects found.

§2 The measures as of right are:

1° Unilateral termination of the procurement contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regie of all or part of the non-performed procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement procurement contract will be borne by the new contractor.

4.15 End of the procurement contract

4.15.1 Acceptance of the services performed (Art. 64-65 and 156)

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case. The acceptance specified above is final.

4.15.2 Invoicing and payment of services (Art. 66 - 72 and 160)

The contractor/ service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

To the attention of:
Mélanie MUKANTAGARA - Project manager
and
François-Xavier NZEYIMANA Financial Controller
Belgian agency for international cooperation
KN 67 Street, plot N° 10
SORAS Towers, Wing A, 6th Floor
Opposite St Michel Catholic Church
B.P. 6089 KIYOVU
KIGALI- RWANDA

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period, and provided that the contracting authority possesses, at the same time, the duly established invoice.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice will be mention:

- **“Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”;**
- The name of the contract: **“Consultancy for cost benefit analysis (CBA) and coaching”.**
- the reference of the tender documents: **« RWA23003-10012 »**
- the name of the Managing Official: **“Ms. Mélanie MUKANTAGARA ”.**

The invoice shall be in EUROS.

No advance may be asked by the contractor and the payment is made after acceptance of the related deliverable.

Payment shall be made in instalments (progress payment) as follows:

No	Deliverable	Payment Modality
1	Upon approval of the Inception report	10% expert fees
2	Upon approval of the Interim report	40% expert fees
3	Upon approval of the Final report	30% expert fees
4	Upon approval of the Post support report	20% expert fees

See also section 5.7

4.15.3 Modifications to the contract (Art. 37-38 and 151)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered;

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Mrs Laura Jacobs

rue Haute 147

1000 Brussels

Belgium

5 Terms of Reference

Consultant to Facilitate Cost-Benefit Analysis (CBA) Coaching (Hands on training)

5.1 Background and Context

- **Transforming the Rwanda Biomedical Center into an Excellence Hub for national and regional Public Health (TRIBE HUB) Project**

The TRIBE-HUB project is funded by the European Union's International Partnerships (INTPA) through the Team Europe Initiative. The initiative aims to strengthen National Public Health Institutes (NPHIs) across sub-Saharan Africa. In Rwanda, the NPHI is embedded within Rwanda Biomedical Center (RBC) and plays a pivotal role in public health coordination, disease surveillance, data management, emergency response, and policy development.

Aligned with Sustainable Development Goal 3 and Rwanda's Health Sector Strategic Plan (HSSP-V), TRIBE-HUB aims to (i) building the capacity of RBC/NPHI to deliver core public health functions and (ii) strengthening its digital health, data, and analytics capabilities.

This project is expected to: (i) Enhancing RBC/NPHI's capacity to deliver core public health functions; (ii) Advancing digital health, data systems, and analytics, (iii) Supporting workforce development through academic programs and targeted trainings; (iv) Improving evidence generation and translation into policy and practice and Strengthening data interoperability and digital information management.

The TRIBE HUB project is implemented by Enabel, NPHI/RBC, the Ministry of Health (MoH), the University of Rwanda/College of Medicine and Health Science (UR/CMHS) and four regional hubs located in Rwamagana, Karongi, Ruhengeri and Huye Districts.

As part of this broader effort, the MoH is committed to advancing evidence-based decision-making in health policy and planning, and to build internal capacity for evaluating health investments and policy options, MoH works closely with the UR/CMHS, School of Public Health. This partnership has already led to the launch of the Health Economics Hub in Rwanda, the development of a Master's curriculum in Health Economics (under approval by High Education Council (HEC)), and the design and delivery of two short courses in Health Economics and Policy. These progressive efforts reflect a growing national commitment to institutionalizing health economics and policy expertise.

- **Cost-Benefit Analysis approach and relevance for Public Hospitals**

The global health financing landscape is undergoing significant transformation, driven by shifting donor priorities, rising healthcare costs, and increasing demand for equitable access to quality services. In many low- and middle-income countries, including Rwanda, public hospitals are facing mounting pressure to deliver essential and specialized care, while navigating reduced external funding and constrained government budgets. Specifically, above rising operational demands, hospitals must explore new models of financial autonomy. These challenges underscore the urgent need for innovative financial strategies that not only sustain hospital operations but also enhance efficiency, accountability, and long-term resilience.

Cost-benefit analysis (CBA) provides a structured and evidence-based framework for evaluating the economic viability of hospital investments, reforms, and operational changes. By systematically comparing the costs incurred with the financial and health-related benefits

generated, CBA enables decision-makers to assess whether specific initiatives contribute to long-term sustainability.

This CBA approach is particularly valuable in resource-constrained settings, where maximizing impact and efficiency is critical. Applied to public hospitals, CBA will help identify high-impact services, optimize resource allocation, and uncover opportunities to improve financial performance. It supports strategic planning by generating actionable evidence that informs policy decisions, guides investment priorities, and strengthens hospital autonomy. Ultimately, CBA empowers health systems to move beyond reactive budgeting toward proactive, data-driven financial management.

Cost-benefit analysis compares the expected total costs of a hospital service with its expected total benefits, both expressed in monetary terms. CBA is highly relevant because it enables hospital managers and policymakers to identify high-impact services, optimize resource allocation, and improve financial sustainability. In contexts like Rwanda, where external funding is declining and operational demands are rising, CBA provides evidence to guide strategic planning, support financial autonomy, and ensure that public hospitals deliver maximum value for every franc spent.

5.2 Objectives of the assignment

- **Main objective:**

The main objective of this assignment is to **assess the financial sustainability of public hospitals through a cost-benefit analysis.**

- **Specific objectives:**

This will be achieved by engaging a qualified consultant to: **(1) develop and deliver practical training materials** on Cost-Benefit Analysis (CBA); **(2) Train and mentor national experts** to conduct the financial sustainability assessment; and **(3) Oversee the Cost benefit analysis** (processes of data collection, analysis, and CBA report preparation).

The hands-on training aims at equipping participants with the skills necessary to apply cost-benefit analysis (CBA) to in real-world data. Upon completion, participants will be expected to analyse data, produce and disseminate reports, and prepare policy briefs based on their findings with the aim of:

- *documenting hospital revenues, expenditures, and cost drivers;*
- *evaluating the economic viability of key hospital investments, services and reforms;*
- *identifying strategies for improving efficiency and enhancing the financial autonomy/independence of public Hospitals in Rwanda including Income-Generating activities.*

- **CBA Training Targeted group**

The expected participants for the CBA hands-on training will include **policymakers and implementers from MoH, RBC, RSSB, MINECOFIN, Rwanda FDA, RMS, and UR** who have previously attended **two short courses in health financing in the second semester of 2025**, to ensure continuity in capacity building.

In total, 30 participants will participate in hands-on training on CBA. Participants will be drawn from the above-mentioned institutions and will also include healthcare providers. MoH team includes the following staff from Planning, Monitoring Evaluation and Health Financing (PMEHF) (10), Permanent Secretary office (2), Clinical Department (4), Finance Department (2), internal auditors (2), RSSB (2), Rwanda Biomedical Center (3), Rwanda Medical Supply (1) and Healthcare Providers (4).

- **Public hospitals to be assessed**

Overall, 50 public hospitals in Rwanda will be part of the assessment: 34 District hospitals, 3 provincial hospitals, 10 Level II teaching hospitals, 3 Referral and teaching hospitals (Kinihira, Bushenge and Ruhanga).

5.3 Consultant Responsibilities

5.3.1. Develop and customize CBA training material aligned with the country's needs based on the acceptance criteria which are described below:

- **Training Content Quality and Relevance**

- *Materials align with training objectives, learning outcomes, and CBA competencies.*
- *Content is accurate, up to date, and contextualized to the health and development sector. Key concepts and formulas are consistent with recognized CBA methodologies.*
- *Covers core CBA modules: principles, cost/benefit quantification, discounting, decision metrics (NPV, BCR, IRR), and practical exercises.*
- *Reflects contextual relevance: Examples, practical exercises, and case studies are tailored to low- and middle-income settings, with emphasis on the Rwandan context where feasible.*
- *Indicates material references and relevant data sources, analytical tools, and guidance for conducting the CBA.*

- **Structure and Clarity:**

- *Information is logically organized, easy to understand, and consistently formatted and adapted to the target audience*
- *Quantitative data : Financial records, patient volumes, insurance reimbursement.*
- *Qualitative data: interviews with administrators, staff, and patients.*
- *Framework: Cost-Benefit Analysis (CBA). Economic modeling: Net Present Value (NPV), Economic Rate of Return (ERR), Benefit Cost ratio (BCR) and sensitivity analysis.*
- *Time- horizon analysis: short term (1 year); medium (1 to 3 years) and long-term period (5years). This structure ensures that both short-term feasibility and long-term sustainability are considered in the evaluation.*

- **Practical Application:**

- *Includes hands-on exercises and other practical applications with clear step-by-step guidance, tested Excel tools, and health institutions real data gathered for CBA work.*
- *Designed to be inclusive of various levels of expertise and support capacity building at national and sub-national levels.*

- **Pedagogical and Visual Design:**

- *Visually engaging materials with clear charts, tables and examples to support understanding and CBA practice.*
- *Trainer notes and participant manuals in both print and digital formats.*

- **Compliance and Usability:**

- *Follows copyright, branding, and language standards.*
- *Materials reviewed and validated through pilot or expert review before final approval.*
- *Expert review by specialists in health economics, evaluation, or training ensures technical accuracy, relevance, and alignment with learning objectives.*

- **Evaluation and feedback mechanisms:**

- *Includes pre- and post-training assessments, digital feedback forms (e.g, mentee), and indicators to measure knowledge gains, evaluate material effectiveness, and gather valuable participant insights.*

- **Deliverables and Submission:**

- *Complete CBA training package includes facilitator guide, PowerPoint, data collection tools and datasets*
- *Analysis results /exercises and CBA evaluation tools.*
- *Submit CBA Reports (Word, Excel, PPT) and final PDF formats for health facilities to analyze data.*

5.3.2. Facilitate hands-on training sessions for 30 participants who will carry out the assessment of the financial sustainability of 50 public hospital

5.3.3. Supervise data collection, data cleaning, data analysis and report development

The data to be collected will include quantitative and qualitative data as presented below:

- **Quantitative Data**

- *Investment data: Equipment, infrastructure, staffing (clinical and non-clinical), digital systems*
- *Financial records: Revenues, expenditures, tariffs, insurance reimbursements*

- *Operational metrics: Patient volumes, service utilization, bed occupancy*
- *Population-base data, HC and HPs in the catchment areas*
- *Health outcomes: DALYs/QALYs, mortality, morbidity (from EMRs system or hospital records)*
 - o *Mortality: Extract mortality rates from hospital records and national health information systems.*
 - o *Morbidity: hospital admission and discharge data, readmission rates, infection rates, or length of stay. Potential sources of quantitative data: HMIS, IFMIS, NISR, EMRs, HRTT, RBC, e-LMIS, RMS, RSSB and other health insurances.*

- **Qualitative Data**

- *Interviews with hospital administrators, finance officers, health insurance staff and policymakers, purchasers*
- *Focus groups with healthcare workers and patients on service quality and perceived value.*

5.3.4. Prepare a final report summarizing training outcomes, participants' feedback, and recommendations.

5.3.5. Developpe a remote post-training mentorship and follow-up roadmap.

5.4 Duration – Deliverables and Indicative Timeline

5.4.1. Duration of the assignment

The overall duration of the contract shall not exceed 8 calendar months, with an estimated total of 40 man-days (**cfr table below**).

5.4.2. Deliverables and Indicative Timeline

The table below highlights the deliverables with detailed activities, timeline and number of person days required (indicative to be adjusted during the inception report).

Deliverables	Detailed activities	Expected Estimated Timeline	Expected Person-days
1. Inception report	<p>Provide and present an inception report that outlines:</p> <p>Key milestones and approach for the hands-on training on CBA, objectives, methodology, and expected outcomes.</p> <p>Methodology and approach for conducting assessment of public hospitals financial sustainability using CBA approach and post training follow up roadmap.</p>	As soon as possible after award notification	2

Deliverables	Detailed activities	Expected Estimated Timeline	Expected Person-days
2. Development of training materials and CBA data collection tools	Develop CBA's hands-on training material (slides, exercises, datasets, feedback, etc) and Develop CBA data collection tools.	2 weeks after the approval of the Inception report	5
3. Training of participants on CBA methodology and on data collection processes	Training on CBAs-Practices and on the use of data collection tools. Training Report	One week after the approval of the Training Material	5
4. Data collection, cleaning and analysis	Supervise data collection, data cleaning, and analysis using CBA modelling.	One week after the approval of the training report.	14
5. Interim CBA Report	Develop a draft of CBA report showing: <ul style="list-style-type: none"> - Financial sustainability profiles for each hospital - Identification of high-impact investments, services and reforms - Policy recommendations for improving hospital financial management and autonomy 	One week after the approval of Data collection, cleaning and analysis report	5
6. Prepare and present final CBA report	Draft the Final CBA including contracting authority comments and remarks, and recommendations and ways forward. Submit and present the findings to Ministry of Health and Rwanda biomedical center.	One week after the approval of the interim CBA report	6
7. Post-support report	Organize a six-months remote support which shall include three follow-up meetings (one every two months). Submit a Support Report.	Starting Two weeks after the approval of the final CBA report for a duration of 6months	3
Total		8 months	40 Mandays

5.5 Required Qualifications and Experience – Selection criteria

The consultant should have the following qualifications:

- **Academic Qualifications and General Experience**

PhD degree in Economics (or health economics), Health Policy, Health Financing, or a closely relevant field with a minimum of **10 years of experience** in academic, research, and/or leadership in health systems and policy, with a focus on developing countries (**CV to be provided**);

OR

Master Degree in Economics (or health economics), Health Policy, Health Financing or a closely relevant field with a minimum of **15 years of experience** in academic, research, and/or leadership in health systems and policy, with a focus on developing countries (**CV to be provided**).

- **Specific Experience**

At least **3 years of experiences facilitating capacity-building** workshops and training and research supervisory role (**CV to be provided**);

With at least **3 similar assignments** performed in health financing, CBA, or economic evaluation in the health sector (**Proven by a certificate of good completion or any other relevant document approved by the Evaluation Committee attesting to this experience**);

At least **one experience** in model building for economic analysis in Low and middle-income countries (**Proven by a certificate of good completion or any other relevant document approved by the Evaluation Committee attesting to this experience**).

Description of the experiences	Delivery places	Amount involved	Relevant dates	Name of the Client

5.6 Award criteria

Technical proposal 60%

1.	Detailed Methodology: <ul style="list-style-type: none">- Including the details on how all activities and sub-activities will be performed, overall strategy to be used for the implementation of the assignments and methods to be used Max 25 points.- Understanding of ToRs and possible comments or observations on the ToRs - Max 10 points.- Risk assessment and related mitigation measures - Max 5 points.	Max 40 points
2.	Relevant and well detailed work plan & timetable of activities/ sub-activity, proposed phased training	Max 20 points

Financial proposal (40%)

With regards to the 'price' criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 40}{\text{Amount of tender A}}$$

5.7 Payment modalities

No	Deliverable	Payment Modality
1	Upon approval of the Inception report	10% expert fees
2	Upon approval of the Interim report	40% expert fees
3	Upon approval of the Final report	30% expert fees
4	Upon approval of the Post support report	20% expert fees

6 Forms

6.1. Identification forms

6.1.1. Natural person

I. PERSONAL DATA	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
JJ MM YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD PASSPORT DRIVING LICENCE② OTHER③	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY
YES NO	
DATE	SIGNATURE

- ① As indicated on the official document.
 ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
 ③ Failing other identity documents: residence permit or diplomatic passport.
 ④ See table with corresponding denominations by country.
 ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2. Legal person entity - legal body

OFFICIAL NAME ①			
ABBREVIATION			
MAIN REGISTRATION NUMBER ②			
LEGAL FORM			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

① National denomination and its translation in EN or FR if existing.

② Registration number in the national register of the entity.

6.2. Subcontractors

Name and legal form	Address / Registered office	Object

6.3. Power of attorney (if applicable)

- When the tender is submitted by a legal person, the tender must include the statutes or company deeds and any changes to information regarding its administrators or managers.
- When the tender is submitted by a mandatary, the tender must include a copy of the original public deed or private document that transfers these powers to him or her or a copy of the proxy.

I, the undersigned:

Name: _____
Function: _____
Company: _____
Registered address: _____

Hereby appoint:

Name: _____
Function: _____
Company: _____

To act on my behalf and in my name, for the purpose of representing the company in all matters related to the public procurement procedure:

Reference: _____

Subject: _____

This power of attorney authorises the appointed representative to:

1. Sign, submit, and withdraw the tender.
2. Receive all communications from the contracting authority.
3. Undertake all actions necessary for the proper participation in the procedure.

This power of attorney is valid exclusively for the above-mentioned procedure and until its completion.

Done in _____, on ____ / ____ / 20

Signature of the authorised person: _____

Name: _____

Function: _____

(Company stamp, if applicable)

6.4. Financial identification Form

Account information			
Account name (1)			
Address			
Town/City		Postal code	
Country			
Contact			
Telephone		Mobile	
E-mail			

Bank data (2)			
Bank name			
Bank agency address			
Town/City		Postal code	
Country			
Account number			
IBAN (3)			
BIC			
Account currency			
Proxyholder information	Surname - First name	Function	

Remarks

STAMP of BANK + SIGNATURE of BANK REPRESENTATIVE (both mandatory)

DATE + SIGNATURE OF ACCOUNT HOLDER (Mandatory)

(1) The name or title under which the account was opened and not the name of the authorised representative.

(2) It is preferable to enclose a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under 'BANK ACCOUNT TITLE' and 'BANK'. In this case, the bank's stamp and the signature of its representative are not required. The account holder's signature is always required.

(3) If the IBAN format (international bank account number) is available in the country where your bank is located.

6.5. Tender Forms – prices¹⁴

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and inclusive of VAT.

	Unit	Unit price incl. WHT ¹⁵ ¹⁶	Estimated Quantity (40 person days)	Total incl. WHT ¹ ²
Consultant/Expert fees	Person-days	€		€
SUB-TOTAL: incl. WHT and excl. VAT (A)				€
WHT¹² to be retained at source: 15% of (A) for international bidders or DTA rates (B)				€
NET to be paid to the bidder (C) = (A-B)				€
VAT of 18% to be added on (A); for international bidders¹⁷ refer to the footnote (D)				€
SUB-TOTAL: incl. WHT and VAT (E) = (A+D)				€
1. Reimbursable Fees (if applicable)				
International travel costs		€		€
Visa costs		€		€
SUB-TOTAL (F)				€
GRAND TOTAL (G) = (E+F)				€

Should the bidder be registered in Rwanda, EBM invoice will be required for payments.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

Certified true and sincere,

Done at, on

¹⁴ This tender form should never be modified

¹⁵ Refer to the Rwanda Revenue Authority (RRA) link, publishing the double taxation agreements (DTA) for international bidders: https://www.rra.gov.rw/en/publications?tx_news_pi1%5Baction%5D=detail&tx_news_pi1%5Bcontroller%5D=News&tx_news_pi1%5Bnews%5D=1105&cHash=f71e9bc7ede752e64679f8c39e73871c

¹⁶ Refer to article 63 of the law N° 027/2022 of 20/10/2022, establishing taxes on income in Rwanda. A tax of 15% shall be withheld on public tenders if the recipient is not registered with the Tax Administration or is registered but does not have his/her previous income tax declaration.

¹⁷ Refer to article 14 of the law N° 049/2023 of 05/09/2023, applying a reverse VAT of 18% to international bidders which will be retained and paid by Enabel..

6.6. Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

- 1) The tenderer or one of its 'directors [1]' was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

- 8) << If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

6.7. Integrity statement for the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding, or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

7 Submission requirements – Overview of the document to be submitted

The tenderer shall prepare separately, the administrative, technical and financial proposals as explained below.

7.1. Administrative Proposal

The Administrative proposal shall respect the following structure:

- **Identification form – see Art.6.1**
- **Subcontractor form – see Art.6.2**
- **Power of attorney – see Art.6.3**
- **Financial Identification Form – see Art.6.4**
- **Declaration on honour - Exclusion Criteria – see Art. 6.6**
- **Integrity Statement form – see Art.6.7**

The tenderer shall be required to provide the following documents before the award:

- **Valid Tax Clearance Certificate**

At the latest before award, the bidder must provide a **recent certification** (up to 6 months) from the competent authority stating that the bidder is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

- **Valid Social Security Contribution Clearance certificate**

At the latest before award, the Bidder must provide a valid certificate from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

- **Non bankruptcy certificate**

Valid certificate issued by the competent authority in its country of establishment. When such document is not available: any other relevant document or declaration demonstrating that it is not subject to bankruptcy/insolvency (confirmation document from duly registered auditors or accountant or any equivalent document accepted under the laws of the tenderer/contractor's jurisdiction).

- **An extract from the criminal record** in the name of the tenderer (legal person) or his/her representative (natural person).

7.2. Technical Proposal in accordance with the Terms of Reference

The technical proposal may be presented in free format. It shall not exceed ten pages, not counting the CVs, list of experience, certificate of good completion and other supporting documents.

It shall consider the requirements mentioned in **Section 5**.

7.3. Financial Proposal

Please see **Section 6.5**.