

TENDER SPECIFICATIONS

Public service contract for “**Consultancy for Mapping and Analysis of National Policies and Strategies on Agroecology in Rwanda**”

Reference No: **BEL23010-10032**

Country: **Rwanda**

Direct Negotiated Procedure with Prior

Publication

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
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<i>Deadline for submission of tenders:</i>	6 November 2026 at 16:00 (Kigali Time)
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NB: Bidders are invited to carefully review the tender documents, in particular Section 8 – “**Overview of the documents to be submitted**”, and to ensure that all required informations are included in their tender.

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is 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), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Rwanda, is represented by :

Name	Position
Ms. Virginie HALLET	Country Director
Mr. Réal NIMPAGARITSE	Expert in Contracting and Administration

- 1.4. **Attention:** even if Enabel as contracting authority is based in Belgium, Enabel has different "permanent establishments" in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be located in Rwanda and applicable tax legislation is legislation of Rwanda. For more information on this tax regime, you can contact Mr. Gaston HATEGEKIMANA, Procurement Officer (clause 3 of chapter 3 Award Procedure).

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 - (a) The Law of 17 June 2016 on public procurement;
 - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 - (e) Circulars of the Prime Minister with regards to public procurement;
 - (f) Enabels policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabels policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

¹ Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium
- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for the provision of **consultancy services for the Mapping and Analysis of National Policies and Strategies on Agroecology in Rwanda**.

2. LOTS

- 2.1. The contract is not divided into lots as the different tasks are closely interrelated and form part of a single, integrated consultancy assignment.
- 2.2. Dividing the contract into separate lots could negatively affect the consistency of the methodology, the overall analysis and the coordination of the assignment. A single service provider is therefore considered more appropriate to ensure methodological coherence, efficient coordination and consistent delivery of the expected results.

3. ITEMS

- 3.1. This public contract consists of the items mentioned in Section 5 of the Tender documents.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and ends **upon completion of performance** (clause 14 of chapter 4 Special Contractual Provisions).
- 4.2. This public contract **MAY NOT** be renewed.

5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised notably on (i) the Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>); (ii) the Website of Enabel (www.enabel.be); (iii) the Website of the OECD (Organisation for Economic Co-operation and Development).

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Mr. Gaston HATEGEKIMANA

Procurement Officer

gaston.hategekimana@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (gaston.hategekimana@enabel.be) and will be answered in the order received.

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

3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the seventh day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **120 (one hundred and twenty) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in **English**.
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex – **See below Chapter 7 Forms**.
Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 5.6. The tenderer also attaches the following to its tender:
 - (a) All documents demanded for the application of qualitative selection (see clause 13 below and Chapter 6A Selection Criteria) and award criteria (see clause 15 below and Chapter 6B Award Criteria);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and/or any other document required to establish the power of attorney of the signer(s).
- 5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
 - (a) Identification form;
 - (b) Declaration on honour - Exclusion grounds;
 - (c) The statutes and/or any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 5.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 below and Chapter 6A Selection Criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

6. TENDER CURRENCY

All prices given in the tender form must obligatorily be quoted in **euro**.

7. DETERMINATION OF PRICES

- 7.1. This public contract is a mixed-price contract, comprising both lumpsum and cost reimbursement elements. For the lump-sum element, a fixed price covers the entirety of the expert fees. For the cost reimbursement element, the final amount payable shall be determined based on the actual costs incurred and duly verified, in accordance with the conditions and supporting documentation specified in the tender documents.
- 7.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Rwanda, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Rwanda, the attention of tenderers who are non-tax residents of Rwanda is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider.
- 8.2. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Rwanda. The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.
- 8.3. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
 - (a) Administrative management and secretariat services;
 - (b) Travel, transportation, and insurance;
 - (c) Documentation related to the services;
 - (d) Delivery of documents or records associated with the performance of the contract;
 - (e) Training required for operation;
 - (f) Where applicable, the measures imposed by occupational safety and worker health legislation.
 - (g) Acceptance costs.
- 8.4. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

- 9.1. The tenderer may only submit one tender per contract.

- 9.2. Considering article 14, § 2, °3 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement, and this because the use of electronic communication tools requires specialised office equipment that contracting authorities do not usually have.
- 9.3. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Rwanda. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.
- 9.4. The tenderer submits their tender as follows:
- One original copy of the completed tender shall be submitted on paper.
- The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files on a USB stick.
- The submission is to be made in a properly sealed envelope, bearing the following information:
- Tender: **BEL23010-10032 - Consultancy for Mapping and Analysis of National Policies and Strategies on Agroecology in Rwanda**
- To the attention of: **Mr. Gaston HATEGEKIMANA, Procurement Officer.**
- 9.5. **The tender must be submitted before 6 November 2026, at 16:00 (Kigali Time)**, in one of the following ways:
- (a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:
- 10, KN 67ST, SANLAM Towers BP 6089, KIYOVU, KIGALI**
- (b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 9.5 (a).
- 9.6. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 9. A tender submitted by email will be discarded.**

10. TENDER SIGNATURE

- 10.1. The tender and all accompanying documents must be numbered and signed 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.
- 10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Tenders must be in the possession of the contracting authority before **6 November 2026 at 16:00 (Kigali Time)**.

- 11.2. The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see Chapter 7 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Detailed Selection and selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (see Chapter 6A Selection Criteria), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. 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 award criteria and the minimum requirements are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. 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 BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

- 15.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria (see also Chapter 6B Award Criteria):

Award Criterion	Criterion Weight (%)
Technical Proposal	70

Award Criterion	Criterion Weight (%)
Financial proposal	30

15.2. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender 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.

16. AWARDING THE PUBLIC CONTRACT

- 16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

17. CONCLUDING THE CONTRACT

- 17.1. The contract is formed upon notification to the successful tenderer of the approval of their tender.
- 17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 17.3. The full public contract consists of the following documents:
- (a) These tender specifications and their annexes;
 - (b) The approved BAFO and all of its annexes;
 - (c) The official letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.

These tender specifications derogate from the following Articles of the "GIR":

Article 26 - The performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender. This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of this public contract.

SECTION (A) - GENERAL

1. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

2. MANAGING OFFICIAL (ART. 11)

- 2.1. The managing official for this public contract is **Jude MUZALE, Project Manager**, email: jude.muzale@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 2.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 2.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 2.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 2.5. 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 these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

3. CONFIDENTIALITY (ART. 18)

- 3.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.
- 3.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

4. PROTECTION OF PERSONAL DATA

4.1. 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 the 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.

4.2. Processing of personal data by the service provider

During contract performance, the service provider 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 service provider 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 service provider 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 service provider 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).

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

- 5.2. Unless otherwise specified in the procurement documents, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 5.3. For the avoidance of doubt, the transfer of intellectual property rights under this clause does not extend to software, platforms, tools, methodologies, know-how or other intellectual property owned or developed independently by the service provider prior to the public contract or outside its performance ("Pre-existing IP"). Such rights remain vested in the service provider or its licensors. Where the services rely on such Pre-existing IP, the service provider shall ensure that Enabel benefits from a non-exclusive, worldwide, perpetual, irrevocable and royalty-free licence to use, access, operate, reproduce and modify the deliverables incorporating such Pre-existing IP, to the extent necessary for its internal and programme-related purposes. To the extent that the deliverables depend on such Pre-existing IP, the service provider shall ensure that Enabel enjoys sufficient user, access, portability and transition rights to fully benefit from the deliverables and to migrate its assignment-specific content and configurations to another solution upon termination of the contract.
- 5.4. Without prejudice to the foregoing, Enabel shall own all assignment-specific deliverables, including data, documentation, training materials, reports, configurations and other outputs produced under the public contract.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

6.1. Scope and amount (Art. 25)

The performance bond is a requirement for this public contract and is set at **5%** of the total value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

6.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

6.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

The period specified above is suspended during the period of closure of the service provider's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

In principle, the performance bond shall not have an expiry date. However, the Contracting Authority may accept a performance bond with an expiry date. In such cases, the contractor shall ensure that the performance bond is renewed as necessary in order to ensure continuous coverage of the entire contractual term.

6.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

- (a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety : By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;
- (d) Guarantee: Provide the deed of undertaking of the credit institution. The Contracting Authority reserves the right, at its sole discretion, to reject guarantees issued by insurance companies and to require that the guarantee be issued by a bank or other financial institution acceptable to the Contracting Authority

6.5. **Proof of deposit (Art. 27)**

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;
- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) The original copy of the deed of undertaking issued by the credit institution granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the service provider and, where relevant, that of the third party that made the deposit on the service provider 's account, bearing the statement 'lender' or 'mandatory', as appropriate.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

6.6. **Release of bond**

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request. The whole of the bond will be released at once after acceptance of the entire contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

8. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

8.1. Scope

The clause may be applied in case the service provider is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

8.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the service provider already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new service provider.

8.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

- (a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in

proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider, and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

9. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

10. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

- 10.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 10.2. 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 may be agreed.
- 10.3. When activities are suspended, based on this clause 10.3, the service provider 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.
- 10.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
 - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 - (c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

- 11.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

- 11.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 11. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

12. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 12.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.

- 12.2. Such price revision is only possible if both the following conditions apply:

- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
- (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".

- 12.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

13. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 13.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.

- 13.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

14. DEADLINES AND TERMS (ART. 147)

- 14.1. The service provider must complete the services within **11 (eleven) months**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

15. PLACE OF PERFORMANCE (ART. 149)

The assignment will be carried out in Rwanda. Where appropriate and subject to the needs of the assignment, certain activities may be performed remotely, subject to the prior agreement of the Contracting Authority.

The exact balance between on-site and remote work will be agreed with the Contracting Authority during the inception phase, taking into account the nature of the activities and the operational requirements of the assignment.

16. INSPECTION OF THE SERVICES (ART. 150)

- 16.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.
- 16.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

17. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

- 17.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 17.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

SECTION (G) - MEANS OF ACTION

18. FAILURE OF PERFORMANCE (ART. 44)

- 18.1. The service provider shall be considered in breach of this public contract under the following circumstances:
 - (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
 - (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
 - (c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

- 18.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), 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.
- 18.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the "GIR".

19. FINES FOR DELAY (ART. 46 AND 154)

- 19.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.
- 19.2. Fines for delay are calculated, according to Article 154 of the “GIR”, at a rate of 0.1% per day of delay, with a maximum of 7.5%, of the value of all or part of the services that were performed with the same delay.
- 19.3. If the execution deadline is an award criterion, the penalty rate may increase to a maximum of 10%, depending on the weight assigned to this criterion in the tender specifications.
- 19.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

20. MEASURES AS OF RIGHT (ART. 47 AND 155)

- 20.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 20.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.
- 20.2. The measures as of right are:
 - (a) Unilateral termination of the 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;
 - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
 - (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

21. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

- 21.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 21.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 21.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the “GIR” (clause 22).

- 21.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.
- 21.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

22. INVOICING AND PAYMENT (ART. 66-72 AND 160)

- 22.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 22.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 22.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **rwa.invoices@enabel.be - jude.muzale@enabel.be**.
- 22.4. Payment shall be made in instalments (progress payment) as follows (**see details in Section 5 below**):

Upon approval of D1 - Inception report	15% of the experts' costs
Upon approval of D2 - Gaps report	10% experts' costs
Upon approval of D3 - Existing agroecological practices report	15% experts' costs
Upon approval of D4 - Market systems analysis report	20% experts' costs
Upon approval of D5 - Recommended actions report	20% experts' costs
Upon approval of D6 Final report	20% experts' costs

23. ADVANCE PAYMENTS

- 23.1. Notwithstanding clause 22.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the service provider.

The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

- (a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;
- (b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;
- (c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

- 23.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

- (a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
- (b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;
- (c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

23.3. No advance is granted before:

- (a) Notification of the conclusion of the public contract;
- (b) A written dated demand submitted to the contracting authority;
- (c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

23.4. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

23.5. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 40 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

1. BACKGROUND AND JUSTIFICATION

Faced with growing challenges related to food security, the degradation of natural resources, and the impacts of climate change, the transition towards sustainable agricultural and food systems has become a strategic priority for many countries. Among the possible pathways, agroecology stands out as a credible, integrated, and effective approach to strengthening the sustainability and resilience of agricultural systems.

It is within this context that the European Union launched the Development Smart Innovation through Research in Agriculture (DeSIRA) initiative in 2018. This initiative aimed to support research and innovation projects in Africa, Asia, and Latin America, while contributing to strengthening national and regional capacities in agricultural research and improving the governance of research systems.

Building on this momentum, DeSIRA+ was launched for a period of 48 months. Entitled “Transition towards sustainable food systems through the scaling up of agroecological innovations,” this second phase seeks to scale up agroecological innovations adapted to local contexts, strengthen the capacities of stakeholders involved in the agroecological transition, and promote public policies that support sustainable food systems.

To this end, the European Union has entrusted the Belgian Agency for International Cooperation (Enabel) with the operational implementation of the DeSIRA+ project in Central Africa, in accordance with the logical framework presented below. The programme is implemented in three target countries of the sub-region, namely Burundi, the Democratic Republic of the Congo (DRC), and Rwanda, in close collaboration with national institutions and local stakeholders.

Rwanda has committed to transforming its agriculture sector to become more sustainable, resilient, and responsive to the needs of its citizens especially the smallholder farmers. This is reflected in national strategies and framework such as the Strategic Plan for Agriculture Transformation (PSTA), the National Strategy for Transformation (NST), the Green Growth and Climate Resilience Strategy and many other strategies. Despite the important progress, the integration of agroecology varies considerably across central government, district administrations, sector-level services, and farming communities.

Within this context, the DeSIRA+ project in Rwanda, under Specific Objective 2 (Output 2.3), aims to contribute to the creation of a policy and enabling environment conducive to the agroecological transition at farm, local, district, and national levels. It also places particular emphasis on strengthening and structuring civil society around agroecological issues, recognizing its essential role as a catalyst for change. By mobilizing a diversity of actors and expertise, these civil society organizations can promote alternative visions and foster sustainable practices adapted to local realities.

To this end, analysing the integration of agroecology into public policies constitutes a strategic entry point. Mapping and analysing national policies and strategies related to agroecology is essential to better understand, harmonize, guide, and strengthen efforts toward a coherent, effective, and sustainable agroecological transition in Rwanda.

The purpose of this assignment is to produce an evidence-based guidelines for strengthening the integration of agroecology into Rwanda's agricultural policies and practices while addressing existing gaps. The research should go beyond technical farming practices and examine policy coherence, institutional arrangements, socio-economic factors, environmental outcomes, and adoption barriers to providing robust evidence for answering not only whether agroecology should be integrated more strongly into Rwanda's agricultural development pathways, but also how such integration can be achieved through effective policy, institutional, economic, and community-based mechanisms.

Enabel therefore seeks to mobilize external expertise to undertake this assignment.

2. SCOPE OF WORKS

The assignment should analyze and produce recommendations to address policy alignment/harmonization issues, economic viability, and institutional coordination in supporting the implementation of the relevant interventions. The key elements of the assignment should focus on reconciling national strategies and programs with ecological principles, evaluating smallholder economic returns, and designing inclusive governance frameworks across Rwanda's agroecological zones.

Hence, the study should address the following:

- *How should agroecology be effectively integrated into Rwanda's relevant policies, strategies, programs, and farming systems to enhance the food system, environmental sustainability, climate resilience, and rural livelihoods?*
- *Who are the actors involved in this dynamic, what are their perspectives on agroecological transition and sustainable intensification, and what specific support instruments have been established at the country level?*
- *Furthermore, to what extent are these policies effectively implemented in practice?*
- *Finally, what social forces—particularly within civil society—are supporting or hindering this agroecological transition in the Rwandan context?*

The study should also consider addressing the following points related to the aforementioned main questions and any other relevant can be proposed:

1. Policy coherence, governance and institutional coordination gaps

- To what extent do current policies (agricultural, environmental, climate, land, and nutrition, etc.) support or hinder agroecological transitions in Rwanda? What policy gaps exist regarding the promotion, implementation, and monitoring of agroecology? How well are agroecological principles reflected in strategic frameworks such as agricultural transformation, climate adaptation, and biodiversity conservation programs? Regarding institutional coordination, which government institutions are responsible for promoting agroecology, and how effectively do they coordinate? What institutional barriers limit the mainstreaming of agroecology? How can multi-sectoral collaboration be strengthened among agriculture, environment, health, education, and local government sectors? How can agroecological targets (e.g., biodiversity counts, soil organic matter levels, agroforestry coverage) be qualitatively and logistically integrated into local government Imihigo performance contracts without overcomplicating local administrative reporting?
- Education and knowledge Generation, what evidence exists regarding the effectiveness of agroecology in Rwanda? Which knowledge gaps require further research?
- Extension Services and support systems; How effective do extension services and other support services promote agroecological approaches? What capacities do extension agents need to promote agroecology? How can farmer-to-farmer learning be institutionalized? To what extent is agroecology incorporated into agricultural education and training programs? What skills are needed among youth and future agricultural professionals?

2. Farm level Adoption and market systems – Current Practices and Adoption Barriers

- Which agroecological practices are already being implemented by Rwandan farmers? What indigenous and traditional farming practices align with agroecological principles? How do agroecological practices vary across agroecological zones? What economic, social, cultural, technical, and institutional barriers prevent wider adoption? How do land size, tenure security, labor availability, and access to resources influence adoption? What role do gender and youth dynamics play in agroecological transitions?
- Regarding incentives; What incentives would motivate farmers to adopt agroecological practices? How do farmers perceive risks and benefits associated with agroecology compared to conventional intensification approaches?
- Regarding market systems; who are the core actors in the food system and how are they linked? Who are the actors supporting and regulating the food systems and how is their support effective? What are the costs and benefits of adopting agroecological practices with the food systems? How does agroecology affect farm productivity, profitability, and income stability? What are the short-term and long-term economic impacts for different categories of

farmers? What market opportunities exist for agroecological products in Rwanda? Are current value chains supportive of agroecological production systems? What policy mechanisms could incentivize agroecological enterprises and markets?

- Regarding Scaling and Transformation; What successful agroecological models already exist in Rwanda and what lessons can be drawn from them? Which factors enable or hinder scaling agroecological innovations? How can agroecology be integrated into national agricultural transformation agendas without compromising productivity goals? What financing mechanisms can support large-scale adoption of agroecological practices?
- Regarding inclusion and nutrition, how can agroecology contribute to gender equality and women's empowerment? What opportunities does agroecology create for youth and women employment and entrepreneurship? What contribution can agroecological diversification make to dietary diversity and nutrition? Can agroecological systems improve resilience to food price shocks and climate-related crop failures?

3. Environmental Sustainability and climate change

- Regarding ecosystem health, how does agroecology affect soil fertility, soil organic matter, and erosion control in Rwanda's diverse landscapes? What impact do agroecological practices have on biodiversity, pollinators, and ecosystem services? How can agroecology contribute to watershed protection and landscape restoration?
- Regarding climate change, to what extent does agroecology enhance climate resilience among smallholder farmers? How can agroecological practices contribute to climate adaptation and mitigation objectives? What is the potential of agroecology to reduce dependence on synthetic fertilizers and external inputs while maintaining productivity?

3. OBJECTIVES AND EXPECTED RESULTS

The overall objective of this study is to conduct a comprehensive assessment of the relevant national policies, strategies, regulation and practices in relation to agroecology integration in Rwanda. The analysis should identify bottlenecks, incentives and provide guidance for better integration of agroecology in national strategies and policies.

The specific objectives are:

Specific Objective 1: Policy and regulatory Analysis

To assess the extent to which agroecology is integrated into Rwanda's relevant national policies, strategies, regulations, and programs and identify gaps, inconsistencies, and opportunities for policy harmonization. The team is expected to conduct a thorough public policy analysis to evaluate their coherence, effectiveness, gaps, and potential barriers to the agroecological transition. Attention shall be paid to the effective implementation of these policies, including their translation into operational programs, budget allocation, and field-level application. The analysis should also identify existing levers that could be strengthened or leveraged to support the development of a national agroecology policy.

Specific Objective 2: Governance and Stakeholder Mapping and dynamics analysis

To identify and analyze the roles, mandates, capacities, and coordination mechanisms of public institutions, private sector actors, research organizations, development partners, and civil society organizations involved in the agroecological transition in Rwanda. This analysis should provide insights into power relations and interactions among stakeholders, in line with actor-network theory and multi-level governance approaches. By identifying key actors, their resources, incentives and interests, and positions, the study should clarify existing dynamics and coalitions that may support or hinder the integration of agroecology into public policies. Special attention should be given to actors involved in policy implementation at decentralized levels (e.g. districts, extension services, cooperatives). The analysis is expected to lead to the formulation of differentiated advocacy and engagement strategies, targeting influential actors and fostering alliances to strengthen the legitimacy and uptake of agroecological approaches in Rwanda.

Specific Objective 3: Assessment of Agroecological Practices and Adoption

To document existing agroecological practices across Rwanda's agroecological zones and assess adoption levels, determinants, barriers, and enabling factors among smallholder farmers, including gender and youth dimensions.

Specific Objective 4: Economic and Market Systems Analysis

To assess the economic viability, profitability, productivity, resilience, and market opportunities associated with agroecological practices and identify incentives and financing mechanisms that could accelerate adoption and scaling. The analysis takes consideration of the market systems approach

Specific Objective 5: Evidence-Based Policy Recommendations and development of a strategic Roadmap.

To develop practical recommendations and an action plan for strengthening agroecology mainstreaming within Rwanda's policy frameworks, institutional arrangements, extension systems, financing mechanisms, and local governance structures. To provide strategic guidance for the formulation and operationalization of a National Agroecology Strategy and Investment Framework for Rwanda. Based on the findings of the assessment, the consultant is expected to propose priority actions for the project to support institutional actors in defining and adopting a coherent national agroecology strategy or policy. The analysis of existing policies and their implementation will inform the identification of priorities, strategic axes, and governance mechanisms adapted to the Rwandan context, including recommendations to improve policy implementation, coordination, and scaling of agroecological practices.

4. METHODOLOGY

The methodology shall include both **primary data collection** and **secondary data analysis**. Tenderers shall describe their proposed approach, including data sources, sampling strategy, data collection and analysis methods, and measures to ensure data quality and reliability. The methodology should demonstrate how the different sources of information will be combined to address the study objectives.

The following are indicative examples of data collection methods and areas of analysis. Tenderers may propose alternative or complementary methods, provided that these are duly justified and consistent with the objectives, scope, timeframe and proposed budget.

A. Primary Data (Farm Level/household surveys & on-farm soil & yield measurements)

Primary data collection should generate relevant quantitative and qualitative evidence at farm and household levels, particularly on aspects that are not sufficiently covered by existing national datasets. Depending on the proposed methodology, this may include:

➤ Quantitative data collection

Focused on localized, real-time quantitative metrics and qualitative farmer perspectives that are currently missing from national databases such as comparative Plot Testing to determine exact differences in yield, biomass, and pest incidence between agroecological treatment plots and conventional control plots across identical soil types in Rwanda's 6 agroecological zones; Input-Output Financial ledger to determine the micro-economic reality of the farmer.

➤ Qualitative data collection

Farmer & their support service providers' insights on agroecology to determine behavioral drivers of farmers linked to specific risks, labor constraints, or cultural perceptions preventing smallholder farmers from adopting for instance multi-cropping or agroforestry, extension realities related to how for instance the local village agriculture promoters (Abajyanama b'Ubuhinzi) view agroecology, and what specific training tools they lack to support farmers

Tenderers will justify their proposed sampling approach, geographical coverage and choice of data collection methods to ensure that the findings adequately address the study objectives.

B. Secondary Data (Institutional & National Level)

Secondary data analysis shall draw on relevant and available national datasets, official statistics, policy and strategic documents, existing studies and, where appropriate, satellite imagery. This analysis should complement and triangulate primary data findings and assess their consistency with broader national and regional trends.

Depending on data availability and relevance to the study objectives, the analysis shall cover the following areas:

➤ **Agricultural production and environmental trends**

Analysis of historical crop yield trends, using sources such as NISR's Seasonal Agricultural Surveys (SAS), alongside available fertilizer-use or import data and relevant regional climate data, to examine potential relationships between agricultural performance, input use and climatic conditions.

➤ **Agricultural subsidies and financing**

Review of available agricultural subsidy and financing data, including the Smart Nkunganire programme, to assess the allocation of resources to different agricultural inputs and practices, including synthetic inputs, organic soil amendments and agroforestry, where such data are available.

➤ **Policy and institutional framework**

Review of relevant national agricultural policies and strategies, including PSTA V, to assess their alignment with agroecological practices and identify potential enabling factors and constraints, particularly regarding mixed cropping and land-use arrangements.

Assessment of relevant institutional arrangements and coordination mechanisms between MINAGRI, RAB and District-level authorities to identify potential administrative and operational barriers to scaling up agroecological initiatives.

5. DELIVERABLES AND EXPECTED RESULTS

The assignment is expected to be conducted in **four phases**:

Phase 1: Policy and Institutional Analysis to identify policy gaps, contradictions, and opportunities for mainstreaming agroecology. This includes relevant policies review and key informant interviews to understand institutional perspectives and implementation challenges;

Phase 2: Field Assessments (household farm surveys) to generate quantitative and qualitative evidence on adoption, impacts, and constraint; focus group discussions to capture local knowledge and community perspectives; participatory rural appraisal (PRA) exercises to engage communities in diagnosing problems and identifying solutions, environmental assessments to evaluate environmental outcomes of agroecology for instance on soil health and biodiversity;

Phase 3: Economic analysis to determine economic viability of agroecology to farmers and other actors along the value values and GIS and spatial analysis to understand geographic patterns of adoption and potential;

Phase 4: Policy and strategy recommendations development and validation which includes stakeholders' validation workshops and policy recommendation co-creation to validate findings and build consensus.

Hence, the following deliverables are expected to be produced:

Deliverables	Activities	Estimated Man-Days	Estimated timeframe
D1 - Inception report	Including notably the revised and validated methodology; A detailed work plan and timeline; Data collection and analysis tools; Minutes of the inception (kick-off) meeting.	5	2 Weeks after the start date of the contract.
D2 - Gaps report	Synthesis report identifying gaps in the policy, institutional and governance frameworks, as well as implementation challenges.	40	10 Weeks after validation of D1.
D3 - Existing agroecological practices report	Synthesis report on the existing agroecological practices based on field assessments conducted.	45	12 Weeks after validation of D2.

D4 - Market systems analysis report	Synthesis report presenting the market systems analysis across the relevant agroecological zones.	45	12 Weeks after validation of D3.
D5 - Recommended actions report	Synthesis report presenting recommended actions and an action plan to guide the development of a national agroecology strategy, including recommendations for its operationalization and implementation	35	6 Weeks after validation of D4.
D6 - Final report	Consolidation of all analytical outputs produced throughout the assignment including supporting annexes, incorporating feedback from the validation workshop and comments from Enabel and relevant ministry partners.	5	2 Weeks after validation of D5.
Total		175 Man-days	44 Weeks

6. DURATION OF THE ASSIGNMENT

The contractual duration shall cover the period necessary for the completion of all activities, submission of all contractual deliverables and their acceptance, which is currently expected not to exceed 44 weeks (11 months) from the start date of the contract, with an estimated total of 175 person-days.

7. PAYMENT MODALITIES

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

Upon approval of D1 - Inception report	15% of the experts' costs
Upon approval of D2 - Gaps report	10% experts' costs
Upon approval of D3 - Existing agroecological practices report	15% experts' costs
Upon approval of D4 - Market systems analysis report	20% experts' costs
Upon approval of D5 - Recommended actions report	20% experts' costs
Upon approval of D6 - Final report	20% experts' costs

6 DETAILED SELECTION AND AWARD CRITERIA

A. SELECTION CRITERIA

1. PROFILE OF THE SERVICE PROVIDER/CONSULTING ENTITY

The service provider to be contracted should meet the following criteria:

- **Legally registered** (certificate of registration to be provided);

The successful tenderer shall comply with the applicable legal and tax obligations in Rwanda, including VAT registration requirements, where applicable, during contract execution.

- **At least three (3) similar assignments** successfully completed **within the last five (5) years** (certificate of satisfactory completion issued by the client or equivalent evidence of satisfactory performance).

Relevant experience should cover areas such as agriculture, agroecology, environmental protection, climate resilience and sustainable agricultural practices.

Description Of the similar assignment performed	Amount involved	Relevant dates	Name of the client

- The tenderer shall **demonstrate sufficient economic and financial capacity to successfully execute the contract.**

The tenderer shall have achieved **an average annual turnover of at least EUR 300,000 over the last three (3) available financial years** (statement of the turnovers to be provided).

Financial data	Year 3 €	Year 2 €	Last financial year €	Cumulative Turnover €
Annual turnover achieved				

2. TEAM COMPOSITION AND MIN. PROFILE OF THE KEY EXPERTS

At a minimum, a team of **5 experts** is required to conduct this assignment, composed of:

- A team leader/expert in policy formulation and analysis;
- An environmentalist or a conservation biologist/ecologist;
- A crop scientist or a soil scientist;
- A socio-economist/market systems analyst; and
- A research, Monitoring, Evaluation and Data Analysis Specialist.

Minimum Requirements for each expert

2.1. TEAM LEADER / SENIOR POLICY AND AGROECOLOGY EXPERT

Qualifications

- **At least Master's degree** in Agricultural Economics, Public Policy, Rural Development, Agroecology, Environmental Policy, or another relevant related field.
- **Minimum 10 years** of relevant professional experience in policy research, analysis or strategy development or another relevant related sector.
- At least **one previous experience in leading** large policy research and strategy development assignments.

Responsibilities

- Overall coordination and quality assurance.
- Lead policy and institutional analysis.
- Lead stakeholder engagement and validation workshops
- Produce final recommendations and strategic roadmap

2.2. ENVIRONMENTAL AND CLIMATE CHANGE SPECIALIST

Qualifications

- **At least Master's degree** in Environmental Sciences, Ecology, Conservation Biology, Natural Resource Management, or another relevant discipline.
- **At least one previous experience** in environmental assessment, natural resource management, biodiversity conservation, climate resilience or another relevant related field.

Responsibilities

- Lead environmental assessments.
- Assess biodiversity, soil conservation, and ecosystem outcomes.
- Analyze climate adaptation and mitigation potential.

2.3. AGRONOMIST / SOIL SCIENTIST / AGROECOLOGY SPECIALIST

Qualifications

- **At least Master's degree** in Agronomy, Agroecology, Crop Science, Soil Science, or another relevant field.
- **At least one previous experience** in agronomy, soil science, agroecology or sustainable agricultural systems.

Responsibilities

- Lead household and farm-level assessments.
- Analyze agroecological practices and adoption patterns.
- Assess productivity, soil health, and input-use efficiency.

2.4. AGRICULTURAL ECONOMIST / MARKET SYSTEMS SPECIALIST

Qualifications

- **At least Master's degree** in Agricultural Economics, Economics, Agribusiness, Market Systems Development, or another relevant field.

- **At least one previous experience** in agricultural economics, value chain analysis, market systems development or related fields.

Responsibilities

- Conduct economic viability assessments
- Analyse relevant value chains and market systems
- Analyze incentives, markets, and value chains.
- Develop financing and investment recommendations.

2.5. RESEARCH, MONITORING & EVALUATION (M&E) AND DATA ANALYTICS SPECIALIST

Qualifications

- **At least Master's degree** in Statistics, Economics, Monitoring & Evaluation, Data Science, GIS, or another relevant related field.
- **At least one previous experience** in research design, monitoring and evaluation or quantitative and qualitative data analysis or related fields

Responsibilities

- Design sampling framework and research tools.
- Manage data collection and quality assurance.
- Conduct statistical and spatial analyses.
- Support report writing and evidence synthesis.

The contracting authority reserves the right to request any additional documents or clarifications deemed necessary to verify compliance with the above requirements, such as certificates of completion or reference letters confirming the experts' experience, in addition to their CVs, and confirmation from an accountant or published/audited financial statements in support of the turnover statement.

The contracting authority may also, at its discretion, contact the references indicated in the submitted documents to verify the information provided and the quality of the services performed.

B. AWARD CRITERIA

Evaluation criteria	Maximum points
A. Technical proposal	70
<i>1. Understanding of the assignment and proposed methodology</i>	<i>20</i>
<i>2. Work plan</i>	<i>10</i>
<i>3. Qualifications and experience of key experts</i>	<i>40</i>
B. Financial proposal	30
Total	100

1. TECHNICAL EVALUATION (70 POINTS)

Only tenderers obtaining at least 49 out of 70 points in the technical evaluation will proceed to the financial evaluation.

A. Understanding of the assignment and proposed methodology (20 points)

Evaluation criteria	Max. points
Understanding of the assignment's objectives, scope and deliverables	4
Relevance and quality of the proposed methodology, covering the policy, institutional, environmental, economic and social dimensions of agroecology	6
Relevance of the proposed data collection methods	4
Sampling strategy, analytical framework and quality assurance measures	3
Stakeholder engagement, validation process and risk mitigation measures	3
Subtotal	20

B. Work plan (10 points)

Evaluation criteria	Max. points
Feasibility and coherence of the proposed implementation schedule	5
Clear sequencing of activities, milestones and deliverables	3
Appropriate allocation of experts and resources	2
Subtotal	10

C. Qualifications and experience of key experts (40 points)

Only experts meeting all the minimum requirements specified above will be eligible for additional points.

Key expert	Max. points
Team Leader / Senior Policy and Agroecology Expert	12
Environmental and Climate Change Specialist	7
Agronomist / Soil Scientist / Agroecology Specialist	7
Agricultural Economist / Market Systems Specialist	7
Research, M&E and Data Analysis Specialist	7
Subtotal	40

DETAILED EVALUATION OF KEY EXPERTS

The following criteria assess additional qualifications and documented/evidenced relevant assignments beyond the basic eligibility requirements.

The assignment used to demonstrate the minimum requirement cannot receive additional points.

A. Team Leader (12 points)

Additional evaluation criteria	Scoring method	Max. points
Additional postgraduate degrees relevant to policy analysis, agricultural policy or agroecology	2 points per additional degree, maximum 2	4
Additional assignments leading policy research or strategy development in agriculture, rural development or agroecology, undertaken in Rwanda or Sub-Saharan Africa	2 points per assignment, maximum 4	8
Total		12

B. Environmental and Climate Change Specialist (7 points)

Additional evaluation criteria	Scoring method	Max. points
Additional postgraduate degrees relevant to environmental sciences, climate change or agroecology	1 point per additional degree, maximum 2	2
Additional assignments involving the environmental assessment of agroecological transition or sustainable agricultural practices biodiversity, ecosystem services or climate resilience in agricultural landscapes	1 point per assignment, maximum 5	5
Total		7

C. Agronomist / Soil Scientist / Agroecology Specialist (7 points)

Additional evaluation criteria	Scoring method	Max. points
Additional postgraduate degrees relevant to agronomy, soil science or agroecology	1 point per additional degree, maximum 2	2
Additional assignments involving applied agroecological research, sustainable farming systems, soil health assessments, farm-level assessments or farmer surveys related to sustainable agriculture.	1 point per assignment, maximum 5	5
Total		7

D. Agricultural Economist / Market Systems Specialist (7 points)

Additional evaluation criteria	Scoring method	Max. points
Additional postgraduate degrees relevant to agricultural economics, agribusiness or market systems	1 point per additional degree, maximum 2	2
Additional assignments involving agricultural economics, market systems studies related to sustainable agriculture, cost-benefit analysis or economic viability assessments of agricultural value chains or agroecological practices.	1 point per assignment, maximum 5	5
Total		7

E. Research, M&E and Data Analysis Specialist (7 points)

Additional evaluation criteria	Scoring method	Max. points
Additional postgraduate degrees relevant to research, statistics, M&E or data analysis	1 point per additional degree, maximum 2	2
Additional assignments involving the design and implementation of quantitative and qualitative research in agriculture or rural development, or statistical or GIS-based spatial analysis of agricultural or environmental data.	1 point per assignment, maximum 5	5
Total		7

2. FINANCIAL PROPOSAL /30

The total price will be considered for the comparison of the bids. The following formula will be used.

Scoring Formula: $Bid \times Score = (Total \text{ price of the lowest bid} / Bid \times Price) \times 30$

All other offers will be scored proportionally using this formula.

7 FORMS

1. IDENTIFICATION FORM

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. FINANCIAL IDENTIFICATION FORM

ACCOUNT NAME (1)			
ADDRESS			
TOWN/CITY		POST CODE	
COUNTRY			
CONTACT			
TELEPHONE		TELEFAX	
E - MAIL			

<u>BANK (2)</u>			
NAME OF BANK			
ADDRESS (OF BRANCH)			
TOWN/CITY		POST CODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (3)			
NAME OF SIGNATORIES	NAME & FORENAME	FUNCTION	

COMMENTS:

<u>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE</u> (both are obligatory)	<u>DATE + SIGNATURE OF ACCOUNT HOLDER</u> (Obligatory)

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

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

(3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.

3. TENDER FORM - PRICES

The 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.

Item	Unit	Quantity (max total of 175 person-days)	Unit price	Total Excl. VAT
Team Leader/Senior Policy and Agroecology Expert	Person-day		€	€
Environmental and Climate Change Specialist	Person-day		€	€
Agronomist/Soil Scientist / Agroecology Specialist	Person-day		€	€
Agricultural Economist/ Market Systems Specialist	Person-day		€	€
Research, M&E and Data Analysis Specialist	Person-day		€	€
SUB-TOTAL: incl. WHT and excl. VAT (A)				€
WHT to be retained at source²: 5% of (A) for local bidders or 15% for international bidder³ (B)				€
NET to be paid to the bidder (C) = (A-B)				€
VAT of 18% to be added on (A); for international bidders⁴ refer to the footnote (D)				€
SUB-TOTAL: incl. WHT and VAT (E) = (A+D)				€
REIMBURSABLE COSTS (F)				
International travel costs		Lump-sum		€
Visa costs		Lump-sum		€
SUB-TOTAL (F)				€
GRAND TOTAL (G) = (E+F)				€

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

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

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,

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

² 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

³ Pursuant to Article 63 of Law No. 027/2022 of 20/10/2022, a 15% withholding tax may apply in accordance with the conditions set out therein.

⁴ Refer to article 14 of the law N° 049/2023 of 05/09/2023, For international bidders a reverse VAT of 18% to international bidders which will be retained and paid by Enabel will be applied.

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer/beneficiary/partner/co-contractor declare that the tenderer is not in any of the following cases of exclusion:

The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:

- a. Participation in a criminal organization;
- b. Corruption;
- c. Fraud;
- d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
- e. Money laundering or terrorism financing;
- f. Child labor and other forms of trafficking in human beings;
- g. Employment of third-country nationals in illegal residence;
- h. Creation of offshore companies.

The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.

The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.

The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:

- a. Breach of Enabel's policy on sexual exploitation and abuse;
- b. Breach of Enabel's policy on fraud and corruption risk management;
- c. Violation of local legislation concerning sexual harassment at work;
- d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
- e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.

The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.

The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium, as well as.

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Certified true and sincere,

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

8 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

1. LEGAL IDENTIFICATION FORMS – SECTION 7 ART. 1

2. FINANCIAL IDENTIFICATION FORM – SECTION 7 ART. 2

3. TENDER FORM -PRICES – SECTION 7 ART. 3

4. DECLARATION ON HONOUR – EXCLUSION CRITERIA – SECTION 7 ART. 4

5. COMPANY PROFILE WITH REQUIRED DOCUMENTS – SECTION 6 - A1

- Valid registration certification
- Relevant experience
- Financial Capacity

6. TEAM COMPOSITION AND PROFILE WITH REQUIRED DOCUMENTS – SECTION 6 – A2

- A team leader/expert in policy formulation and analysis;
- An environmentalist or a conservation biologist/ecologist;
- A crop scientist or a soil scientist;
- A socio-economist/market systems analyst; and
- A Research, Monitoring, Evaluation and Data Analysis Specialist.

7. TECHNICAL OFFER – ALIGNED WITH THE REQUIREMENTS MENTIONNED – SECTION 6 – B

8. POWER OF ATTORNEY

The Tenderer shall include in his tender the power of attorney empowering the person signing the bid on behalf of the company, joint venture or consortium. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

9. CRIMINAL RECORD CERTIFICATE FOR THE PERSON MANDATED TO COMMIT FOR THE FIRM

10. CERTIFICATION OF CLEARANCE WITH REGARDS TO THE PAYMENTS OF SOCIAL SECURITY CONTRIBUTIONS

At the latest before award, the Tenderer must provide a certification from the competent authority stating that he is in order with the obligations with regard to the payments of social security contributions that apply by law in the country of establishment.

11. TAX CLEARANCE CERTIFICATE

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