Enabel
Implementing on behalf of #TEAMEUROPE

TENDER SPECIFICATIONS

Public service contract for "**Technical Assistance for Capacity Building and On-site Training of Good Storage and Distribution Practices (GSDP) Inspectors**"

Reference №: **RWA23002-10028**

Country: **Rwanda**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications:	Until the **tenth day** before the deadline for submission of tenders
Deadline for submission of tenders:	**22 December 2026** at **16h00 (Kigali time)**

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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 Rwanda & Tanzania
Mr. Réal NIMPAGARITSE	Expert in Contracting in 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. Evariste SIBOMANA, Contract 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 provision of: "**Technical Assistance for Capacity Building and On-site Training of Good Storage and Distribution Practices (GSDP) Inspectors**", in accordance with the conditions set out in these Tender Specifications.

2. LOTS

2.1. This public 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 listed in Chapter 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 Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

2.1. This contract is advertised in the following platform: Website of Enabel (www.enabel.be).

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

Mr. Evariste SIBOMANA

Contract Officer

evariste.sibomana@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 (evariste.sibomana@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 sixth 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.

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 his tender:

(a) All documents demanded for the application of qualitative selection (**see below clause 13 and Clause 15 below and Chapter 6 Detailed Selection and 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 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 – **See Chapter 7 Forms and Chapter 8 Documents to be included in the proposal/offer)**:

(a) Identification form;

(b) Declaration on honour - Exclusion grounds;

(c) The statutes and 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.

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-schedule contract, comprising both lumpsum and cost reimbursement elements (International flight and Visa cost). 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. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Rwanda.

8.2. 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) Packaging;

(f) Training required for operation;

(g) Where applicable, the measures imposed by occupational safety and worker health legislation;

(h) Customs and excise duties for equipment and products used.

(i) 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, °1 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.

The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal "e-Procurement" platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.

In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.

9.3. The tenderer submits its tender as follows:

The duly completed and signed tender shall be submitted exclusively by e-mail.

The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files.

The submission is to be made by e-mail, with the subject line bearing the following information:

Tender: **RWA23002-10028 - Technical Assistance for Capacity Building and On-site Training of Good Storage and Distribution Practices (GSDP) Inspectors**

To the attention of: **Mr. Evariste SIBOMANA, Contract Officer**.

9.4. **The tender must be submitted before 22 December 2026, at 16h00 (Kigali time)**, as follows:

Exclusively by e-mail to: rwa.contracts@enabel.be cc Evariste.sibomana@enabel.be

The tender shall be submitted only as attachments and not via links to external platforms or cloud storage services.

The files shall be clearly named and structured, the tenderer is solely responsible for ensuring the completeness, accessibility and legibility of all submitted documents.

Tenderers are advised not to submit their tenders at the last minute. Incomplete submissions or submissions containing inaccessible or illegible documents may lead to rejection.

9.5. The contracting authority draws the attention of the tenderer to the fact that only tenders received in accordance with Clause 9.4 before the submission deadline will be considered. Tenders submitted through other channels or received after the deadline will be rejected.

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 **22 December 2026** at **16h00 (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 Chapter 6 Detailed Selection and Award criteria, 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 **Chapter** Error! Reference source not found., 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 Chapter 6 and 7 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:

1. all participants submitting a joint bid as a consortium of economic operators;

2. 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 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 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.

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:

Award Criterion	Criterion Weight (%)
Technical proposal	70
Price	30

NB: Only tenders obtaining a minimum technical score of forty-nine (49) points out of seventy (70) shall proceed to financial evaluation.

15.2. The scores for the award criteria will be 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.

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.

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 Mr. Antoine GATERA, Strategy Expert/Project Manager – Health Care & Pharmaceutical Regulation, email: antoine.gatera@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

Where during contract performance, the service provider processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply:

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.

Given the public contract, it is to be considered that the contracting authority and the service provider will each be responsible, individually, for the processing.

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

5.1. The contracting authority does not acquire the intellectual property rights created, developed, or used during performance of the public contract.

5.2. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent licence for the results protected by intellectual property law. This license must cover the modes of exploitation necessary for performance of this public contract.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public 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.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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 calender 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 public contract is concluded upon notification of the award to the successful tenderer and remains in force until completion of the contractual obligations.

14.2. The service provider shall complete all services within **two (2) months**, starting from the date specified in the contract award notification letter.

15. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address:

Rwanda Food and Drugs Authority (RFDA)
Nyarutarama Plaza,
KG9-Ave,
Kigali – Rwanda.

Part of the work can be done in remote (see table in Clause 5, Chapter 5 Terms of references).

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. 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 fulfil 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 24).

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 , with a copy to the Enabel Managing Official antoine.gatera@enabel.be – Enabel in Rwanda.**

22.4. Payments will be made according to the following milestones (**see also below Clause 5 of Chapter 5 Terms of references**):

S/N	Deliverable	Payment Modalities	
D1 - D2	Upon Approval of the inception report (D1) and Training Materials and Inspection Tools Report (D2)	1st Instalment	20% of the contract amount
D3	Upon completion and approval of the GSDP Training Delivery Report (D3)	2nd Instalment	30% of the contract amount
D4	Upon completion and approval of the On-site Mentorship and Coaching Report (D4)	3rd Instalment	30% of the contract amount
D5 – D6 & D7	Upon completion and approval of reports presenting: a. Inspection Portfolio report (D5) b. Competency Assessment Report(D6) c. Final Technical Report and Sustainability Package (D7)	4th Instalment	20% of the contract amount

D=deliverable

Payments shall only be due following satisfactory performance, formal acceptance of the corresponding deliverables, and receipt of a valid invoice and all required supporting documentation, in accordance with the contractual provisions and applicable Enabel procedures.

22.5. Each progress report must include: completion report, approval and acceptance of the deliverable (s).

5 TERMS OF REFERENCE

5.1. BACKGROUND

The Rwanda Food and Drug Authority (Rwanda FDA), established under Law No. 003/2018, is mandated to regulate the quality, safety, and efficacy of health products, including oversight of pharmaceutical distribution systems. As part of its regulatory functions, Rwanda FDA enforces compliance with Good Storage and Distribution Practices (GSDP) to ensure the quality, integrity, traceability, and proper handling of medical products throughout the supply chain.

In line with its strategic objectives to strengthen regulatory systems and enhance post-market surveillance, Rwanda FDA is reinforcing its capacity to conduct GSDP inspections.

Building on the existing inspection capacity within Rwanda FDA, there remains a need to further strengthen practical competencies through structured, hands-on exposure to real inspection environments

Rwanda FDA currently has a limited number of qualified Lead GSDP inspectors and seeks to strengthen the practical competencies and qualification of additional inspectors through structured training, mentorship, competency assessment, and practical inspection experience.

The assignment therefore aims to strengthen the operational and regulatory capacity of Rwanda FDA GSDP inspectors through practical training, on-site mentorship, and qualification support delivered in line with the Annual GSDP Inspection Plan and internationally recognized best practices.

This assignment will be implemented under the LOMESU Project, which supports Rwanda FDA regulatory systems strengthening through targeted technical assistance and institutional capacity-building initiatives.

The assignment is expected to contribute to the development of a pool of competent inspectors capable of independently conducting GSDP inspections and progressively qualifying as lead inspectors.

5.2. Objectives of the assignment

5.2.1. Overall Objectives

The overall objective of this assignment is to strengthen the practical competencies and support the qualification of Rwanda FDA GSDP inspectors to independently plan, conduct, document, report, and follow up on GSDP inspections in line with national requirements, WHO standards, and internationally recognized good practices.

The assignment will support the progression of participating inspectors toward qualifications as lead GSDP inspectors through practical training, mentorship, competency assessment, and structured knowledge transfer.

5.2.2. Specific Objectives

The assignment has the following specific objectives:

1. To provide practical training and on-site mentorship to Rwanda FDA GSDP inspectors, strengthening competencies across the full GSDP inspection cycle, including inspection planning, inspection conduct, documentation review, report writing, classification of deficiencies, CAPA assessment, and follow-up of regulatory actions.

2. To support the practical qualification of GSDP inspectors through hands-on participation in real and/or mock inspections conducted in line with the Annual GSDP Inspection Plan, including documented assessment of competencies and identification of development needs.
3. To improve the quality, consistency, and standardization of GSDP inspection practices, including harmonization of inspection procedures, reporting formats, and classification of deficiencies in line with internationally recognized good practices.
4. To strengthen inspectors' competencies in regulatory decision-making and appropriate follow-up of inspection findings and corrective actions.
5. To support knowledge transfer and adoption of internationally recognized best practices in GSDP inspections and inspector qualification.
6. To strengthen the use of inspection tools, reporting templates, and practical inspection methodologies within Rwanda FDA to support sustainable inspector qualification and continuous improvement of inspection activities.
7. To assess and document inspector competencies using a structured competency assessment framework and provide recommendations for progression toward qualification as lead GSDP inspectors.

5.3. Scope of the work

The consultant shall design and implement a practical capacity-building programme combining classroom-based learning, practical exercises, mentorship, and inspection-based learning.

The assignment shall include, but not necessarily be limited to, the following activities:

5.3.1. Capacity building Through Training

a) Develop and deliver practical training sessions on GSDP inspections, with particular focus on newly recruited inspectors.
b) Incorporate theoretical sessions and practical exercises, including case studies, mock inspections, report-writing exercises, and CAPA assessment exercises, in line with Rwanda FDA training needs.
c) Conduct pre-training and post-training assessments to measure knowledge acquisition and identify areas requiring additional mentoring support.
d) Theoretical training shall be delivered over min. two (2) days at Rwanda FDA Headquarters, preceded by one (1) preparation day with the GSDP team.

5.3.2. Support to Inspector Qualification

The Consultant shall

a) Provide hands-on mentorship and coaching during real and/or mock GSDP inspections.
b) Guide inspectors through the practical application of inspection procedures, including inspection preparation, inspection conduct, documentation review, classification of deficiencies, CAPA assessment, and inspection reporting.
c) Assess inspectors' competencies and provide practical feedback to support qualification as lead inspectors.
d) Document assessment results and provide individual feedback and recommendations for progression toward qualification as lead inspectors
e) Provide on-site mentorship and coaching during seven (7) GSDP inspections selected and scheduled by Rwanda FDA during the implementation period in accordance with the Annual GSDP Inspection Plan. Each inspection is expected to last one (1) to maximum two (2) days, depending on the size and type of establishment.

f) Support the inspection teams in finalizing the reports of all inspected sites.
g) Assess inspectors in accordance with the relevant Rwanda FDA inspector qualification guidelines, to be provided to the consultant, using an objective and consistent assessment approach.

The consultant shall develop and apply a practical competency assessment framework to evaluate participating inspectors during training and inspection activities.

The framework shall define competency areas, assessment criteria, performance ratings, and recommendations for further development.

The framework shall serve as a tool for Rwanda FDA to support future inspector qualification activities.

Competency assessment shall be based on direct observation during inspections, review of inspection documentation, participation in inspection discussions, and assessment against predefined competency criteria.

5.3.3. Harmonization of Inspection Practices and Tools

The consultant shall:

a) Support the refinement and harmonization of inspection tools and templates, including inspection checklists, reporting formats, deficiency classification approaches, and CAPA assessment tools.

b) Promote consistent application of inspection procedures and reporting practices in line with internationally recognized good practices.

c) Review existing inspection tools and recommend improvements where necessary to align with WHO guidance and internationally recognized good practices.

5.3.4. Knowledge Transfer and Best Practices

a) Share practical experiences and lessons learned from regulatory authorities, inspectorates, consulting assignments, and internationally recognized inspection systems relevant to GSDP implementation.

b) Facilitate knowledge transfer to support continuous improvement and sustainability of GSDP inspection activities within Rwanda FDA.

5.4. Contract management and reporting arrangement

The Technical Assistance Provider shall operate under the overall oversight of the Director General of Rwanda FDA. Day-to-day coordination and technical supervision will be ensured by the Pharmaceutical Inspection and Licensing Division of Rwanda FDA, in collaboration with the LOMESU Project team.

The Technical Assistance Provider shall:

a) Provide periodic progress updates during implementation of the assignment;

b) Submit a final technical report summarizing activities conducted, training delivered, mentorship activities undertaken, competency assessment outcomes, key observations, lessons learned, and recommendations for continued inspector qualification and improvement of GSDP inspection practices.

5.5. Services necessary to carry out the assignment and expected outcomes

Upon completion of the training and mentorship programme, the expected outcomes shall include, but not be limited to, the following:

1. Strengthened practical competencies and qualification of participating Rwanda FDA GSDP inspectors, including documented competency assessment results and recommendations for progression toward qualification as lead inspectors;
2. Improved quality, consistency, and harmonization of GSDP inspection practices, including inspection planning, conduct, reporting, classification of deficiencies, CAPA assessment, and follow-up of regulatory actions;
3. Strengthened application of inspection tools, reporting templates, documentation practices, and regulatory decision-making in line with internationally recognized good practices;
4. Enhanced capacity of inspectors to identify, document, classify, and follow up inspection deficiencies effectively and consistently;
5. Strengthened institutional capacity of Rwanda FDA to sustain inspector qualification and mentorship programmes through standardized inspection and competency assessment tools, knowledge transfer, and mentorship approaches; and
6. Enhanced implementation of Good Storage and Distribution Practices across the pharmaceutical supply chain through more effective and consistent regulatory oversight.

5.6. Place of the assignment

The assignment shall be implemented primarily in Kigali, Rwanda (with days remotely – see table Deliverables 5.9 below).

Training activities shall be conducted at Rwanda FDA premises or another venue agreed upon by Rwanda FDA and Enabel.

Practical mentorship activities shall be conducted at selected inspection sites identified by Rwanda FDA in accordance with the approved Annual GSDP Inspection Plan.

Inspection sites may include pharmaceutical wholesalers, distributors, warehouses, transport operators, importers, exporters, and other establishments subject to GSDP inspections.

5.7. PARTICIPANTS AND DURATION

5.7.1. Duration of the Assignment

The assignment shall be implemented over a maximum period of two (2) months commencing on the date specified in the contract award notification letter, with a total level of effort of thirty (30) person-days for the consultant.

The level of effort shall cover all activities related to the assignment, including preparation, development of training materials and inspection tools, delivery of training sessions, on-site mentorship during inspections, competency assessment of participating inspectors, report writing, and submission of deliverables.

The assignment shall combine classroom-based learning, practical exercises, and field-based mentorship activities conducted in line with the Rwanda FDA Annual GSDP Inspection Plan.

5.7.2. Participants

Approximately thirteen (13) Rwanda FDA inspectors involved in GSDP inspection activities within the Pharmaceutical Inspection and Licensing Division (PIL) are expected to participate in the assignment.

Rwanda FDA may nominate additional staff to participate in selected training or mentorship activities, as deemed appropriate.

5.8. REGULATORY REFERENCES

The assignment shall take into consideration applicable Rwanda FDA requirements and relevant international standards, including:

- Rwanda FDA Good Storage and Distribution Practices Guidelines;
- Rwanda FDA inspection procedures and standard operating procedures;
- WHO Good Distribution Practices guidance;
- WHO Global Benchmarking Tool (GBT);
- Applicable national regulatory requirements;
- Relevant international guidance and best practices related to pharmaceutical storage and distribution systems.

5.9. DELIVERABLES

The consultant shall provide the following deliverables

S/N	Deliverable	Description	Indicative Timeline (Calendar Days)	Indicative Level of Effort (Person-Days)
D1	Inception Report	A comprehensive inception report outlining the consultant's understanding of the assignment, detailed methodology, implementation schedule, risk mitigation measures, and competency assessment approach	Within 5 calendar days after the start date of the contract	2
D2	Training Materials and Inspection Tools Report	A comprehensive report presenting all developed training materials and inspection tools, including training presentations, facilitator guides, case studies, inspection checklists, reporting templates, deficiency classification tools, CAPA assessment tools, and supporting reference materials.	Before commencement of training activities	2
D3	GSDP Training Delivery Report	A report documenting the delivery of practical and theoretical GSDP training sessions for participating inspectors.	During implementation period	3
D4	On-site Mentorship and Coaching Report	A comprehensive report documenting mentorship and coaching activities conducted during on-site inspections, including areas covered, participants mentored, observations made, practical guidance provided, challenges encountered, lessons learned, progress achieved, and recommendations for strengthening inspection	During implementation period	17

		competencies and continuous performance improvement		
D5	Inspection Portfolio report	A compiled portfolio documenting the practical inspection activities undertaken during the assignment, including inspection plans, completed inspection checklists, sample inspection reports, deficiency classification exercises, CAPA assessment exercises, and other practical assignments completed by participants.	During implementation period	2
D6	Competency Assessment Report	Competency assessment methodology, individual competency assessment results, identified strengths and development needs, recommendations for progression toward qualification as Lead GSDP Inspectors, proposed individual development plans, and a competency matrix for participating inspectors.	Within 5 calendar days after completion of field activities	2 (remote)
D7	Final Technical Report and Sustainability Package	Final report summarizing all activities conducted, training delivered, mentorship outcomes, competency assessment results, lessons learned, recommendations, and sustainability measures.	Within 10 calendar days after completion of activities	2 (remote)
Total			**Maximum implementation period: 2 months**	**30 Person-Days**

6. DETAILED SELECTION AND AWARD CRITERIA

6.1. Selection Criteria

The following minimum technical and professional capacity requirements apply to all tenderers, whether individual consultant or firm.

The requirements under Sections 6.1.1 and 6.1.2 shall be assessed together, taking into account the legal form of the tenderer and the resources proposed for the assignment.

Where the tenderer is an individual consultant who will personally perform the assignment, the consultant's qualifications, professional experience and supporting evidence submitted under Section 6.1.2 shall also be considered for the assessment under Section 6.1.1. No separate company-level references or duplicate supporting documents shall be required.

For firms, compliance may be demonstrated through their own experience or, where permitted under the applicable public procurement rules, by relying on the capacities of other entities or committed experts, provided that the necessary resources will be effectively available for contract performance.

The same assignment or supporting document may be used to demonstrate compliance with several requirements, provided that each relevant requirement is sufficiently substantiated.

All minimum requirements shall be assessed on a pass/fail basis.

6.1.1. Service provider – Technical and professional capacity

The tenderer shall demonstrate completion of at least **one (1) relevant assignment involving both theoretical and practical, field-based training or capacity building in Good Storage and Distribution Practices (GSDP) inspections.**

Evidence may include: client reference, completion certificate, contract, assignment description supported by verifiable documentation, or equivalent evidence confirming the scope and nature of the services performed.

For individual consultants, this requirement may be demonstrated through the professional experience and supporting documents provided under Section 6.1.2.

6.1.2. Key Expert(s)

The bidder shall propose at least one senior GSDP inspection expert meeting the following qualifications and experience.

- At least a **Bachelor ’s degree in Pharmacy, Pharmaceutical Sciences, or a related field** *(copy of relevant diploma);*
- **Current or previous professional affiliation with, or documented experience working with a National Regulatory Authority** operating at WHO Global Benchmarking Tool (GBT) Maturity Level 3 or 4 *(evidenced by an employment contract, appointment letter, or equivalent official documentation);*
- A **minimum of five (5) years of demonstrated experience in leading Good Storage and Distribution Practices (GSDP) inspections** (*supported by a detailed CV indicating the relevant*

positions or assignments, periods of engagement and responsibilities or any other relevant similar evidence);

- Demonstrated **experience in conducting and overseeing the full inspection lifecycle**, including inspection planning, inspection execution, report writing, classification of deficiencies, CAPA assessment, and follow-up of regulatory and enforcement actions *(supported by a detailed CV indicating the relevant positions or assignments, periods of engagement and responsibilities or any other relevant similar evidence);*

- Demonstrated **experience in training, mentoring, and qualifying GSDP inspectors** through practical, competency-based, and hands-on approaches *(supported by a detailed CV indicating the relevant positions or assignments, periods of engagement and responsibilities or any other relevant similar evidence);*

- **Experience in developing and/or applying inspection tools and documentation**, including inspection checklists, reporting templates, standard operating procedures (SOPs), deficiency classification tools, and CAPA assessment forms *(demonstrated through relevant professional assignments described in the CV);*

- **Excellent command of English**, both written and spoken.

The **proposed Key Expert shall be actively involved in the delivery of the assignment**. Any replacement during contract performance shall require the prior written approval of the contracting authority and shall be subject to equivalent qualifications and experience.

Desirable Qualifications (to be considered an added advantage)

- Previous participation in regional regulatory collaborations, harmonization initiatives, or joint inspection programmes;

- Experience in implementing capacity-building programmes within regulatory authorities in low- and middle-income countries (LMICs);

- Certification or formal recognition as a Lead GSDP Inspector, or an equivalent qualification, granted by a regulatory authority operating at WHO GBT Maturity Level 3 or 4.

6.2. Award Criteria

6.2.1. Technical proposal – 70 Points

Technical proposal will be evaluated based on the following criterion and scoring:

Criteria N°	Criteria for methodology evaluation	Maximum score
1	Comprehensive and detailed methodology outlining implementation of all activities and sub-activities	**30**
2	Clear understanding of the Terms of Reference (ToRs) and appropriateness of the proposed overall strategy	**20**
3	Quality, Relevance, and logical sequencing of the proposed work plan & timetable of activities/ sub-activities	**20**
	TOTAL	**70**

NB: Bidders must achieve at least **70% of the total technical score**, equivalent to **49 out of 70 points**.

6.2.2. Price – 30 Points

The tender with the lowest evaluated price shall receive the maximum financial score of thirty (30) points. The financial scores of the other tenders shall be calculated proportionally using the following formula:

Financial Score = (Lowest Evaluated Price / Evaluated Price of the Tender) × 30

See also below Clause 3 - Chapter 7 Forms.

7 FORMS

1. IDENTIFICATION FORM[2]

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

[2] *This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.*

2. FINANCIAL IDENTIFICATION FORM

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

BANK (2)

NAME OF BANK			
ADDRESS (OF BRANCH)			
TOWN/CITY		POST CODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (3)			

NAME OF SIGNATORIES	NAME & FORENAME	FUNCTION

STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)	DATE + SIGNATURE OF ACCOUNT HOLDER(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 30 person-days	Unit price	Total incl. WHT, excl. VAT
Expert(s) Fees (A)	Person-day		€ _____	**€ _____**
WHT to be retained at source[3]: 15% of (A) for international bidders or applicable DTA rate[4] **(B)**				**€ _____**
NET amount after WHT (C) = (A − B)				**€ _____**
VAT[5] of 18% on (A), where applicable; for international bidders, refer to the relevant footnote **(D)**				**€ _____**
SUB-TOTAL incl. WHT and VAT (E) = (A + D)				**€ _____**

Reimbursable Costs, if applicable

Item	Total taxes incl.
International travel costs	€ _____
Visa costs	€ _____
SUB-TOTAL: Reimbursable Costs (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.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

[3] 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

[44] 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.

[5] Refer to article 14 of the law Nº 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:

** Please tick the boxes to confirm each situation*

☐ **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:

Please tick the applicable box

- ☐ 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 .**

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.

Done at:		**Date:**	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			

8 DOCUMENTS TO BE INCLUDED IN THE PROPOSAL/OFFER

1. **LEGAL IDENTIFICATION FORMS[6] – see Clause. 1 of Chapter 7 Forms**

2. **FINANCIAL IDENTIFICATION FORM – see Clause. 2 of Chapter 7 Forms**

3. **TENDER FORM -PRICES – see Clause. 3 of Chapter 7 Forms**

4. **DECLARATION ON HONOUR – EXCLUSION CRITERIA[7] – see Clause. 4 of Chapter 7 Forms**

5. **PROFILE REQUIREMENTS AND SUPPORTING DOCUMENTS – see Chapter 6 Detailed Selection and Award Criteria**

6. **TECHNICAL OFFER – Aligned with the requirements mentioned Chapter 5 – Terms of reference and Clause 2 of Chapter 6 Detailed Selection and Award Criteria**

7. **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

8. **CRIMINAL RECORD CERTIFICATE FOR THE PERSON MANDATED TO COMMIT FOR THE FIRM**

9. **CERTIFICATION OF CLEARANCE WITH REGARDS TO THE PAYMENT 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.

10. **TAX CLEARANCE CERTIFICATE**

At the latest award, the Tenderer must provide a valid 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

[6] Mandatory for each participant for tenders submitted by a group
[7] Idem