Tender documents Enabel
2646RWA-10004 of
August 2020

Public services contract to

“ASSESSMENT OF NON GOVERNEMENTAL ORGANISATION, CIVIL SOCIETY ORGANISATIONS AND/OR PUBLIC INSTITUTIONS ORGANISATIONAL CAPACITIES AND PERFORMANCE IN ADMINISTRATIVE AND FINANCIAL MANAGEMENT, PROCUREMENT, CONTROL ENVIRONMENT”

Country: RWANDA

Navision code: 2646RWA
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1 General point

1.1 Deviations from the General Implementing Rules

Point 4 “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “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).

Enabel, supports the developing countries in the fight against poverty on behalf of the Belgian government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this public contract, Enabel is represented by Mr. Dirk DEPREZ, Resident Representative of Enabel in RWANDA.

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation1, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company2 as well as the Belgian Law of 23 November 20173 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

The following developments are also a leitmotiv in Enabel operations: We mention as main examples:

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;


- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation5 on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

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1 Belgian Official Gazette of 26 march 2013
2 Belgian Gazette of 30 December 1998
3 Belgian Official Gazette of 11 December 2017
In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;

The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, which sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

This public contract shall be governed by the Belgian law, among others:

- The Law of 17 June 2016 on public procurement;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts;
- Circulars of the Prime Minister with regards to public contracts.

1.5 Definitions

The following definitions shall be used for the purposes of this contract:

- **Tenderer**: The economic operator that submits a tender;
- **Contractor / service provider**: The tenderer to whom the contract is awarded;
- **Contracting authority**: Enabel, represented by the Resident Representative of Enabel in RWANDA;
- **Tender**: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- **Tender documents**: This document and its annexes and the documents it refers to;
- **Technical specifications**: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- **General Implementing Rules**: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- **Variant**: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

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6 Belgian Official Gazette of 14 July 2016.  
7 Belgian Official Gazette of 21 June 2013.  
8 Belgian Official Gazette of 09 May 2017.  
9 Belgian Official Gazette of 14 February 2013.
- **Option**: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the contracting authority or on the initiative of the tenderer;

- **Corrupt practices**: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;

- **Litigation**: Court action.

### 1.6 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they will comply therewith.

### 1.7 Deontological obligations

Any failure to conform with one or more of the deontological terms may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with Enabel.

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

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

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

Any tender will be rejected and any (public) contract will be cancelled once it appears that the contract awarding or its performance was related to the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

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

### 1.8 Applicable law and competent court

The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.18 “Litigation (Art. 73)”. 

2 Object and scope of the contract

2.1 Type of contract
Public contract for services.

2.2 Object and scope of the contract
This public services contract consists of “Assessment of Non-Governmental Organisation, Civil Society Organisations and/or Public Institutions Organisational Capacities and Performance in Administrative, Financial Management, Procurement and Environment Control” 2646RWA-10004; in view of analysing the feasibility of issuing grants to the NGO/CSO and Public Institutions for the Urbanisation, Agriculture and Health programs and others for Enabel in RWANDA; in conformity with the conditions of these tender documents.

2.3 Lots
This contract is a contract with one lot.

2.4 Items
The contract consists of item 1 with tasks described in ToRs below (point 5).
The tenderer must submit price for this only item.

2.5 Duration
The contract begins upon award notification and has a duration of 2 years.
In accordance with Article 57 of the Law of 17 June 2016, after this initial period, the contracting authority, upon positive analysis of the services, can renew the contract once and this by notifying the contractor at the latest one month before the date of anniversary of the contract.
The contracting authority reserves the right to terminate the contract by notifying the contractor at the latest one month before the date of termination. This termination does not in any way lead to damages for the contractor.

2.6 Variants
Each tenderer may submit only one tender. Variants are forbidden.

2.7 Option
NA

2.8 Quantities
This being a framework contract, the exact quantities shall be determined in each service order. The contracting authority does not commit in any way as to quantities that will actually be ordered through this contract. The contractor cannot use the fact that the listed items/quantities were not ordered as a basis for claiming compensation.
3 Procedure

3.1 Award procedure
This contract is awarded in accordance with art 42, 1°, d) of the Law of 17 June 2016 pursuant to a negotiated procedure without Prior publication.

3.2 Publication
This tender document is published on the Enabel website (www.enabel.be).

3.3 Information
The awarding of this contract is coordinated by Mrs. Françoise MUSHIMIYIMANA, Procurement Specialist at Enabel Rwanda – francoise.mushimiyimana@enabel.be

Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

At the latest 10 calendar days before the final date for receipt of tenders, tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016. Questions shall be addressed in writing to:

Françoise MUSHIMIYIMANA, Procurement Specialist (francoise.mushimiyimana@enabel.be), with copy to
Meïssa NDIR, (meissa.ndir@enabel.be)
Evariste SIBOMANA, (evariste.sibomana@enabel.be)

They shall be answered in the order received. The complete overview of questions asked shall be available as of at the latest 5 calendar days before the final date for receipt of tender at the address mentioned above.

The tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender
3.4.1 Data to be included in the tender
The tender of the tenderer will consist, but not limited, to the physically separated sections mentioned below (see point 6 “Forms”):

- The identification form;
- The power of attorney;
- The integrity statement for the tenderers;
- The access right and qualitative selection documents;
- The financial offer & tender form;
- The technical offer.

The tenderer is strongly advised to use all the tender forms in annexe (see point 6 “Forms”). When not using these forms, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.
By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions.

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

3.4.2 Price determination

All prices shall be given in EUR (euros) and rounded off to two figures after the decimal point. Prices given are WHT and VAT inclusive.

This contract is a price schedule contract. Only the unit price is a lump-sum price.

The successful bidder is deemed to have included in his prices all the charges of any kind normally applied to services, including Withholding taxes (WHT) and Value added taxes (VAT). The all-in unit price will, if necessary, be calculated based on a breakdown of the lump-sum price.

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

3.4.3 Elements included in the price

The lump-sum price includes all costs, taxes, duties and contributions of any kind, and namely:

- **Expert cost** including: remuneration fees, the per diems, accommodation costs, local travel costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract, Transport outside Kigali, Accommodation, and the applicable taxes,
- **Reimbursable cost: only** International transport and visa costs (if any) are to be quoted as reimbursable costs;
- International travel days (if any) are not reimbursed by Enabel.

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of 120 calendar days from the deadline for the submission of tenders.

3.5 Submission of tenders

The tender will be drawn up in 3 copies, one of them being the original and two copies.

A soft Copies (exactly identical to the hard copy) must be submitted in one or more PDF files on a CD-ROM or a USB stick.

Bidders who do not submit the required copies (hard and the soft copies), might be rejected.

The tender and all accompanying documents have to be numbered and signed (original handwritten signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document.
The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning: “TENDER”, the tender documents number 2646RWA-10004 and the Navision code 2646RWA).

The tender must be received before 16/09/2020 at 16.00 PM, Kigali time. It must be sent to:

The Attention of Françoise MUSHIMIYIMANA  
Belgian development agency  
KN 67 Street, plot N° 10  
SORAS Towers, Wing A, 6th Floor  
Opposite St Michel Catholic Church  
B.P. 6089 KIYOVU  
KIGALI- RWANDA

a) Either by Post (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

b) Or by hand delivered or dispatch by private courier service, directly to the contracting authority against a signed and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 8:00 AM to 05:00 PM. All times are in the time zone of the country of the Contracting Authority (Rwanda time).

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

The tender must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 “Submission of tenders”. The tenders shall be opened behind closed doors.

3.8 Evaluation of tenders

The tenderers’ attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet).

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.
3.8.1 Access rights and selection criteria

*Art. 61 and seq. of the Royal Decree of 18 April 2017 and 67 and seq. of the Law of 17 June 2016*

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 “Declaration on access rights and exclusion criteria”.

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 “Forms” to the contracting authority at the latest upon contract awarding.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of Law of 17 June 2016.

**Selection criteria**

*Art. 67 and seq. of the Royal Decree of 18 April 2017*

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

In view of the qualitative selection of tenderers and in conformity with Art. 67 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in point 6 “Forms” with regards to his economic and financial capacity as well as his technical capacity.

A tenderer may, if necessary and for a specific contract, submit the capacities of other entities, whatever the legal nature of the relations existing between himself and these entities. In that case, he must prove to the contracting authority that, for the performance of the contract, he shall have the necessary resources by presenting the commitment of these entities to make such resources available to the service provider. Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group’s participants or those of other entities.

3.8.2 Regularity of tenders

*Art. 75 and seq. of the Royal Decree of 18 April 2017*

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

3.8.3 Negotiations

*Art. 90 and seq. of the Royal Decree of 18 April 2017 (for NPWithoutP)*

The formally and materially regular tenders shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned below.
The contracting authority may decide to conduct negotiations with the most advantageous tenderers. After these negotiations, the tenderers can submit a best and final offer (BAFO).

The tenderer whose tender is regular and the most advantageous on the basis of the award criteria mentioned below shall be designated the successful tenderer for this contract.

### 3.8.4 Award criteria

The contracting authority will evaluate the technical proposal based on following criteria:

**a) Technical expertise**

- Methodology and technical expertise: 70 %;

The tenderer present the detailed methodology to perform the requested services showing the suitability with Terms of Reference and comments made on it, activity schedule, staff schedule and work organization between team members based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

<table>
<thead>
<tr>
<th></th>
<th>Detailed Methodology including the details on how all activities and sub-activities will be performed, and the overall strategy</th>
<th>30 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Understanding of ToR, risk analysis and mitigation measures</td>
<td>20 points</td>
</tr>
<tr>
<td>3</td>
<td>The aesthetic and functional nature (work distribution among the key staff)</td>
<td>10 Points</td>
</tr>
<tr>
<td>4</td>
<td>Relevance of work plan &amp; timetable of activities/ sub-activity</td>
<td>10 Points</td>
</tr>
</tbody>
</table>

For the technical award criteria, average score has to be at least 70% to qualify for the Negotiation stage.

**b) Financial proposal 30%**

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

\[
\text{Points tender A} = \frac{\text{amount of lowest tender} \times 30}{\text{Amount of tender A}}
\]

### 3.8.5 Awarding the public contract

**Art. 77 and seq. of the Royal Decree of 18 April 2017 (for DNPWithP) & Art. 90 and seq. of the Royal Decree of 18 April 2017 (for NPWithoutP)**

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved tender on the basis of the criteria mentioned above.

We need to point out though, that in conformity with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority can either renounce to award the contract, either redo the procedure, if necessary through another awarding procedure.

### 3.9 Concluding the contract

Pursuant to Art. 95 (NPWithoutP) of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer of the approval of his tender.

Notification is done by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.
So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- the registered letter of notification of the award decision,
- these tender documents and the annexes,
- if any, minutes of the information session and/or clarifications and/or the addendum,
- the bidder proposal and all its annexes,
- any later documents that are accepted and signed by both parties.
This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

4.1 Definitions (Art. 2)

- **Contract manager**: The official or any other person who manages and controls the performance of the contract;

- **Performance bond**: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;

- **Acceptance**: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;

- **Progress payment**: Payment of an instalment under the contract after service delivery is accepted;

- **Advance**: Payment of part of the contract before service delivery (if accepted);

- **Amendment**: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Correspondence with the service provider (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender, except if the tender documents require the service provider to elect domicile elsewhere after conclusion of the contract.

4.3 Contract manager (Art. 11)

For the management of this contract, Enabel designates **Mr. Meïssa NDIR, Finance Advisor and PFM Expert**, Tel. +250 782000369, e-mail: meissa.ndir@enabel.be, to be the contract Manager.

Once the contract is concluded, the contract manager is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The contract manager is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services and signing acceptance and failure report(s).

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of the contract manager. For such decisions the contracting authority is represented as stipulated under point 1.2 “Contracting authority”.

Under no circumstances is the contract manager allowed to modify the terms and conditions (e.g., performance deadline, etc.) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the tender documents and that has not been notified by the contracting authority, shall be considered null and void.
4.4 Subcontractors (Art. 12-15)
The fact that the contractor entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority. The contractor commits to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

4.5 Confidentiality (Art. 18)
The tenderer commits to not advertising about this contract without the preliminary written agreement of the contracting authority. He may, however, mention this contract as a reference in the context of a public contract, provided that he is true in the presentation of the status (e.g. ‘in performance’) and in as far that the contracting authority has not withdrawn this permission for cause of poor performance of the contract.

4.6 Intellectual property (Art. 19-23)
The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

Without prejudice to paragraph 1 and unless otherwise stipulated in the contract documents, when the object of the contract consists of the creation, manufacture or the development of drawings and models or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

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

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

4.7 Performance bond (Art. 25-33)
NA

4.8 Conformity of performance (Art. 34)
The services must comply in all respects with the contract documents. Even in the absence of terms of references in contract documents, the services must comply in all respects with good practice.

4.9 Changes to the public contract (Art. 37 to 38/19 and 151)
4.9.1 Replacement of the contractor (Art. 38/3)
Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor’s contact details and the documents and certificates which the contracting authority cannot access free of charge.
The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

4.9.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

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

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

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

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

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

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

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

4.9.4 Unforeseen circumstances (Art. 38/9)

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

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

4.10 Preliminary technical acceptance (Art. 41-42)

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

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor will be notified about this immediately by post or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.
The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

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

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

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

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

Failure of the contractor is not only related to services themselves but also to the whole of his obligations.

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

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

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

**4.13.1 Failure of performance (Art. 44)**

The contractor is considered to be in failure of performance of the contract:

- When services are not performed in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the successful tenderer does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a ‘failure report’, a copy of which shall be sent immediately to the successful tenderer by registered letter.

The contractor shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the ‘failure report’. His silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.
4.13.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Art. 45. They shall be due, without the need for notice, simply by the expiry of the performance period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

4.13.3 Measures as of right (Art. 47-155)

§ 1 when upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 the measures as of right are:

1° Unilateral termination of the contract. In this case the entire 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 of the contract;

2° Performance under own management of all or part of the non-performed contract;

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

4.14 Performance modalities (Art. 146 and seq.)

4.14.1 Implementation period (Art. 147)

The services must be performed within 2 years, renewable once, from the day following the date of dispatch of the contract award notification letter. The closure of the service provider’s business for annual holidays is included in this calculation.

This period starts as from the day following the date on which the service provider received the contract award notification letter. All days are indistinguishably included in the period.

The order form or service orders are addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two calendar days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it shall communicate to him in writing which extension of the period is accepted.
When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the ordering service about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the services provider shall ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

**4.14.2 Place where the services shall be performed (Art. 149)**
The consultant(s)/consulting firm is expected to carry out the assignment in Rwanda. The exact place will be clearly mentioned in each service order.

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

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

**4.14.4 Liability of the service provider (Art. 152-153)**
The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider shall guarantee the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the services or due to failure of the service provider.

**4.15 General payment modalities (Art. 66-72 and 160)**
The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.16.1 “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

To the Attention of Mr. Dirk DEPREZ, Resident Representative,
Belgian development agency
KN 67 Street, plot N° 10
SORAS Towers, Wing A, 6th Floor
Opposite St Michel Catholic Church
B.P. 6089 KIYOVU
KIGALI- RWANDA

The invoice will mention:

- “Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”;
- the name of the contract: “Assessment of NGOs, CSOs and/or Public Institutions’ organisational capacities and performance, in administrative, Financial Management, Procurement Procedures and environment control”;
The reference of the tender documents: “2646RWA19009-10004”;
The Navision code: “2646RWA”;
the name of the “Name of the person who signed the service order”

Only services that have been performed correctly may be invoiced and paid.
The contracting authority disposes of a period for verification of thirty days starting on the end date for the services, set in conformity with the modalities in the contract documents, to carry out the technical acceptance and preliminary acceptance formalities and to notify the result to the service provider.
The amount owed to the service provider must be paid to the service provider within thirty days as of the expiry of the verification period.
When the contract documents do not provide for any separate debt claim, the invoice shall constitute the debt claim.
The invoice shall be in euros.

No advance may be asked by the contractor, and Payment shall be made upon completion and acceptance of the services requested on each service order.

4.16 End of the contract (Art. 64-65, 150 and 156-157)
A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 “Contract manager (Art. 11)”).

4.16.1 Acceptance of the services performed
The services shall be only accepted after fulfilling requirements and after technical acceptance(s).

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.13 “General payment modalities (Art. 66-72 and 160)”).

Upon expiration of the thirty-day period following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

Where the services are completed before or after this date, it shall be the responsibility of the service provider to notify the contract manager by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty calendar days after the date of receipt of the service provider’s request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

4.17 Modifications to the contract (Art. 37-38 and 151)
The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:
1° the scope of the contract remains unaltered;
2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.
4.18 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

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

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

Enabel, Public-law Company with social purposes
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Mrs Inge Janssens
Rue Haute 147, 1000 Brussels, Belgium.
5 Terms of reference

CONSULTANCY SERVICES: “ASSESSMENT OF NON GOVERNEMENTAL ORGANISATION, CIVIL SOCIETY ORGANISATIONS AND PUBLIC INSTITUTIONS ORGANISATIONAL CAPACITIES AND PERFORMANCE IN ADMINISTRATIVE AND FINANCIAL MANAGEMENT, PROCUREMENT, CONTROL ENVIRONMENT”

IN VIEW OF ANALYZING THE FEASIBILITY OF ISSUING GRANTS TO THE NGO/CSO AND PUBLIC INSTITUTIONS FOR THE URBANISATION, AGRICULTURE AND HEALTH PROGRAMS AND OTHER ENABEL IN RWANDA PROGRAMS

1. Context for the organisational assessments

1.1. Specific context

Pursuing to the new country programme for the Belgo-Rwandan cooperation 2019 – 2024, a new specific agreement for a duration of 60 months, starting on 1st of July 2019 was signed.

The new programme intervenes in three sectors: health, agriculture and urbanisation, and in each of these sectors particular attention is given to a limited number of cross-cutting themes: gender, private sector development and accountability. Given the experience of Enabel with national execution, e-procurement, IFMIS, and its experience in the ongoing programmes with public finance management (PFM) budget dialogue, Belgium also contribute to the PFM multi-donor fund, with specific focus on decentralised entities.

A total budget of 120 million Euros has been allocated for the Belgian contribution to the programme for the period 2019-2024. One of the implementation modalities used by Enabel is the grant.

2. Purpose and Scope of the Organisational Assessment

2.1. The purpose of the assessment

The main modality of implementation at ENABEL is through grant awarding. As per the Belgian legislation regulating grants, an organisational assessment must be done before awarding a grant.

2.2. The objective of the assessment

The objective of the organizational assessment is to provide Enabel with relevant information for the grant award decisions to a given institution, CSO or NGO. The organizational assessment will allow the identification of the specific risks for each component on the administrative, public financial and procurement management areas including staffing skills and of the risk-mitigating measures that might be applied.

Thus, the specific objectives of the OA are as follows:

| i. | The organizational assessment (OA) focuses primarily on finance procurement and administrative processes and provides a clear view on the performance of the assessed entities in these areas. The consultant will conduct a performance assessment of the designated institution (CSO, NGO or public institution) in the field of administrative, financial management, human resources & procurement in accordance with the Manual “Evaluation Organisational Finance” and the questionnaires “Finance and Procurement” and the general accepted finance managements procedures (including the use of systems). The broader context is also considered in a view to determining if in the field of finance and procurement the strategy of the organization, the organizations’ processes, its systems and its staffing level and skills mix enable it to carry out its mission. |
ii. The assessment investigates the extent to which the financial procurement and management of programme activities may rely on the entities’ organizational capacity. The existing organizational and institutional environment and capacities and the perceived risk level will lead to a large extent to determine the awarding decision. The assessment should identify the key risks for of the selected entity in the areas covered by the organisational assessment and make recommendations to mitigate the risks in view of the grant management and the specific type of projects to be executed under each grant agreement.

To have a complete view on the organizational capacities, the consultants should analyse tender files of similar projects if applicable

   a. Comparison of the maximum time allowed by the concerned regulations for completing different steps of the procurement process with the actual time spent on each of these phases => in order to assess the managerial capacity of the selected entity for procurement management, he will also assess academic skills of the staff working on procurement

   b. Verification whether technical staff with the required knowledge and skills have been involved in the evaluation of bids by the Internal Tender Committee => in order to assess whether the outcome of the evaluation reflects a feasible solution from the technical point of view

   c. What type of issues have occurred during execution of the contract, and how have these been solved? (Number of contract addenda, % increase of final contract value compared to initial value, legal issues, (non-)seizure of bid or performance guarantees, etc.) => in order to assess the risks related to increases of the budget required to finalise the project and cover additional unforeseen costs

In addition, as to further inform the process, the OA also assesses the concerned entity’s processes and organizational capacity in managing projects (planning, executing, monitoring, reporting and evaluation of projects, including related accountability). The OA merely assembles relevant data and attempts to provide full and systematic information and necessary analysis as needed to inform decision in awarding grant with a particular organization.

To do so, the OA identifies in fiduciary areas:

   1. Both strengths and challenges; where pertinent, the OA also provides recommendations to the organisation on how to evolve to higher levels of organisational maturity;

   2. Any other pertinent issues, opportunities and/or risks related to the different roles that could possibly be entrusted to the organization for the execution of the envisaged programme;

   3. Provides points of attention for governance requirements and/or risk mitigation measures, if needed, to include in the detailed implementation modalities.

The OA also provides a number of recommendations that the assessed entity may consider in order to meet the challenges identified by the OA and/or to make best use of existing potential. Moreover, in case strengthening the organisations’ capacity in financial management and public procurement would be deemed required, the consultant will determine priority improvement points and advise on specific public financial management topics to be addressed.

2.3. The control elements

1. The organizational assessment aims at determining if the strategy of the organization, its processes, its systems and its people enable him to carry out her mission. Based on this analysis, the specific risks related to the use of the systems (in the broad sense) of the organization will be identified. With this intention, the extent to which the organization achieves its goals and can carry out its mission (strategic objectives) will be checked.

2. There are three types of “lower” level objectives that contribute to the realization of the strategic objectives:

   a) **Operation**: aims to ensure that the organization carries out its activities adequately.
b) **Reporting**: aims to ensure that the available information within the organization allows the various stakeholders to take the adequate decisions.

c) **Compliance**: aims to ensure that the organization is in conformity with the internal and external regulation.

3. Within each type, certain aspects will be checked to determine up to what point the objective is reached. These elements will be detailed by objective of control (mainly finance and procurement). The global internal control environment is also analysed.

**3. Expected Results**

**Main Results**:  
1) The capacity of each organization to mobilize the adequately technically qualified staff is assessed and recommendations are made to ensure their capacity to attain the objectives of the grants.

2) The performance of the operational planning systems and the follow up of activities is analyzed. Improvement measures are recommended.

3) The performance of the financial management and procurement systems are analyzed and assessed. Needed improvement measures are recommended.

4) Risks related to the use of the partner’s systems (M&E, internal control, financial and procurement management) are identified, mapped and mitigation measures are proposed. This should ensure that Enabel can adjust the follow up activities to the mentioned risks.

5) Clear accompanying measures are proposed to ensure the needed capacity building

**4. Methodology**

The Approach, Methodology and Work Plan will have to be captured in detail in the “GLOBAL SCAN” methodology developed by Enabel including a standard questionnaire, in conformity of the grant management guide.

The OA will use a prescribed Enabel methodology, including a standard questionnaire, which is supported by the questionnaire11. The questionnaire11 is based on international good practices and the Enabel’ grant management guide.

The OA will use a triple source of information:  
   i. individual interviews, small group discussions and larger meetings with key actors and stakeholders of concerned selected organization;  
   ii. site visits and/or demonstration of information systems used on administrative and financial management areas;  
   iii. Analysis of available documentation.

The organisational assessment differs significantly from recurrent audits of financial statements, accounting, procurement packages, etc. **The OA does not lead to an audit opinion but rather assesses the organisational maturity given the foreseen grants.**

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10 Will be provided by Enabel  
11 The questionnaire will be communicated to the assessed organization before the actual assessment
5. **Mission: locations and calendar**

5.1. **Locations**

The assessments will take place within the selected organization premises in Rwanda

5.2. **Agenda**

The organizational assessment of a selected organization will take from 7 to 15 working days depending on type of mission/organization. Below are the tentatively estimation of time:

1. For short mission:
   - 1 day preparation: work preparation and reporting including inception report
   - 3 days in the organization premises
   - 2 days report: Write & submit draft reports
   - 1 day for final report
2. Average mission:
   - 2 days preparation: work preparation and reporting including inception report
   - 5 days in the organization premises
   - 2 days reports: Write & submit draft reports
   - 1 day for final report
3. Long mission:
   - 3 days in preparation: work preparation and reporting including inception report
   - 7 days in the organization premises
   - 4 days Report: Write & submit draft reports
   - 1 day for final report

5.3. **Deliverables**

- Inception report describing the OA organisation and timing (before the field mission)
- Organisation assessment reports (performance and risks) - standard layout and filled questionnaire included
- Summary Risk matrix using the Method for “visualization” of the findings of the assessment; with proposed mitigation measures if necessary
- Final report

All reports and communication are **in English**

6. **Required Profile**

6.1. **General experience of the firm**

- Organization/firm with legal status (registered for the similar activities)
- Organization/firm that demonstrates a good understanding of the Rwandan PFM systems.
- Having at least 5 years’ experience in the field of auditing /organizational assessment;
- A detailed list of similar assignments (with at least 2 similar assignments with the same magnitude) supported by certificates of good completion
6.2. Key experts: The Organization/firm should fulfil the requirements below:

The Organization/firm is required to provide a list of qualified staff with experience and expertise in the field of audit and financial management, based on their CVs.

The Mixed teams of senior expertise and national and/or international expertise can be proposed but need to be indicated clearly with the input per position and expert proposed during the entire implementation period of the consultancy.

a. Project Manager/Team Leader

- The project manager should be an expert having experience in different components of PFM and project management in general. He/she should have the following qualification and professional experience:
  - A minimum of a Masters’ degree in economics, accounting, finance; financial management; project management.
  - Demonstrated significant expertise in supporting PFM projects, programmes and organization;
  - Ten years proven track records of having carried out at least two similar assignments in comparable developing country contexts.
  - Excellent communication skills in English and proven ability to produce high quality documents.
  - Have proven managerial skills

b. A team of at least 2 experts\(^\text{12}\): Auditors

This position requires the following qualifications and experience:

- Master’s degree in accounting, finance, business administration or possession of a qualification in good standing (CPA, ACCA, CIMA, etc…);
- A minimum of seven (7) years professional experience of working with government agencies or private companies in areas of Financial Management;
- A minimum five (5) years of professional experience in a field related to project management; Audit of organizations;
- At least two similar assignment supported with certificates of good completion

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\(^\text{12}\) Only two CVs will be evaluated for auditors
5. FORMS

6.1. Identification form

| Name and first name of the tenderer or name of the company and legal form |
| Nationality of the tenderer and of staff (if different) |
| Domicile / Registered office |
| Telephone number |
| National Social Security Office registration number |
| Company number |
| Represented by the undersigned (Surname, first name and function) |
| Contact person (telephone number, e-mail address) |
| If different: Project manager (telephone number, e-mail address) |
| Account number for payments Financial institution Under the name of |

Done in ................................, on ............................

Signature:
Name:

.................................................................
6.2 Integrity statement for the tenderers

By submitting this tender, the tenderer declares on honour the following (cf. Art. 52 and seq. of the Law of 17 June 2016):

- Neither members of administration or staff members, or any person or legal person the tenderer has concluded an agreement with in view of performing the contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.

- The board members, staff members or their partners have no financial or other interests in the firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

- He has read and understood the articles about deontology and anti-corruption included in the tender documents and declares going along completely and respecting these articles.

He is also aware of the fact that the personnel of Enabel are tied to the provisions of an ethical code, which states that: “In order to ensure the impartiality of personnel, they are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”.

If above-mentioned contract is awarded to the tenderer, he declares, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the contractor of the contract (i.e. members of administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.

- Any (public procurement) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.

- Any failure to conform with one or more of the deontological terms may lead to the exclusion of the contractor from this contract and from other contracts for Enabel.

- The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

Name and first name: ............................

Duly authorised to sign this tender on behalf of: ............................

Date: ............................ Signature: ............................
6.3 Declaration on access rights and exclusion criteria

By submitting this tender, the tenderer declares on honour the following (cf. Art. 67-70 of the Law of 17 June 2016 and 61-64 of the Royal Decree of 18 April 2017):

He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity:

1° Participation in a criminal organisation as defined in Art. 324bis of the Criminal Code or in Art. 2 of Council Framework Decision 2008/841/JAI of 24 October 2008 on the fight against crime;

2° Corruption, as defined by Art. 246 and 250 of the Criminal Code or Art. 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union or Art. 2.1 of the Council Framework Decision 2003/568/JAI of 22 July 2003 on the fight against corruption in the private sector;

3° Fraud within the meaning of Art. 1 of the Convention on the protection of the European Communities’ financial interests, approved by the Law of 17 February 2002;

4° Terrorist offenses or offenses related to terrorist activities, as defined in Art. 137 of the Criminal Code, Art. 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on the fight against terrorism, or inciting, aiding or abetting an offence as referred to in Art. 4 of that Framework Decision;

5° Money laundering or terrorist financing as defined in Art. 5 of the Act of 11 January 1993 on preventing use of the financial system for purposes of money laundering and terrorist financing, or in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;


7° Occupation of third-country nationals who are unlawfully staying within the meaning of Art. 35/7 of the Act of 12 April 1965 on the protection of workers’ remuneration or within the meaning of the Act of 30 April 1999 on the occupation of Foreign Workers

He has paid his social security contributions in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 62 of the Royal Decree of 18 April 2017);

He is in order with his obligation pertaining to the payment of his taxes in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 63 of the Royal Decree of 18 April 2017);

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties within the meaning of the Law of 17 June 2016. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

Name and first name: ………………………

Duly authorised to sign this tender on behalf of: ………………………

Date: ……………………… Signature: ……………………...
6.4 Power of attorney

The tenderer should include in his tender the power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium.

In case of a consortium or a temporary association, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

6.5 Incorporation certificate

The tenderer should include in his tender the incorporation certificate from the competent authority.

6.6 Certification of clearance with regards to the payments of social security contributions

The tenderer must provide a recent and valid certification from the competent authority stating that he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. The tenderer registered in Belgium must be in order for the 4th trimester of 2019.

6.7 Certification of clearance with regards to the payments of applicable taxes

The tenderer must provide a recent and valid certification from the competent authority (not older than 6 months) stating that the tender is in order with the payment of applicable taxes that apply by law in the country of establishment.

Other requirements

The tenderer includes in his tender an overview that list the technicians or the technical instances that belong or not to the enterprise, and in particular those that are responsible for quality assurance.

The tenderer must dispose of technical equipment to be able to perform the contract properly. He includes the following to his tender:

- A description of the measures that he shall apply for quality assurance purposes;
- A description of the study and research resources that he disposes of.

A description of the measures taken by the service provider to ensure quality, and its company’s study and research resources;

When the services to be provided are complex or, in exceptional cases, when they have to achieve a specific goal, an inspection carried out by the contracting authority or on its behalf by a competent official body of the country in which the service provider is based, provided that this body is in agreement; this inspection shall concern the technical capacities of the service provider and, if necessary, his study and research resources, as well as its quality control measures;

An indication of the proportion of the contract that the service provider may intend to subcontract out.

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13 In case of a consortium or a temporary association, the certificate must be submitted for all members of the tendering party.
6.8 Financial offer & tender form

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following lump-sum unit prices, in EUR and exclusive of VAT (written in figures):

<table>
<thead>
<tr>
<th>1. Expert Fees</th>
<th>Unit</th>
<th>Unit price* incl. WHT and VAT</th>
<th>Quantity</th>
<th>Total incl. WHT and VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Leader</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert Fees</td>
<td>Man-day</td>
<td>€</td>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Other Team Members (2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert fees (1)</td>
<td>Man-day</td>
<td>€</td>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Expert fees (2)</td>
<td>Man-day</td>
<td>€</td>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Sub-total</td>
<td></td>
<td></td>
<td></td>
<td>€</td>
</tr>
</tbody>
</table>

2. Reimbursable Fees (if applicable)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>1</th>
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</thead>
<tbody>
<tr>
<td>International travel costs</td>
<td>€</td>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Visa costs</td>
<td>€</td>
<td></td>
<td>€</td>
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<td>...</td>
<td></td>
<td></td>
<td>€</td>
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<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td>€</td>
</tr>
</tbody>
</table>

Name and first name: ............................................................

Duly authorised to sign this tender on behalf of: ............................................................

Place and date: .................................................................

Signature: .................................................................
6.9 Methodology

The tenderer must propose in his offer a presentation of detailed methodology (understanding of ToR, strategy, timetable of activities and statement of availability) to perform the requested services based on the instructions given in the Terms of Reference; showing the suitability with ToRs and comments made on it, activity schedule, staff schedule, work organization between team members.

1. **Understanding of ToR:** Any comments on the ToR for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Previous lessons learnt especially in execution of similar services in the region. Opinion on the key issues related to the achievement of the contract objectives and expected results. An explanation of the risks and assumptions affecting the execution of the contract.

2. **Strategy:** An outline of the approach proposed for contract implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives, inputs and outputs.

3. **Work plan & timetable of activities:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the contracting authority and taking into account travel time). The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference. The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilized.

Please note that the “understanding of ToR” and “strategy” of the methodology should not exceed 10 pages. **Do not repeat/copy the ToR.**
6.10 Key experts

For this tender, the tenderer must complete the **table hereunder**. He must provide in his offer the **CV's of the key experts proposed** for implementing this services contract. The consultancy team will be comprised of 3 key staff (see point 5.7). The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs.

<table>
<thead>
<tr>
<th>Name of expert</th>
<th>Proposed position</th>
<th>Years of relevant experience</th>
<th>Educational background</th>
<th>Specialist areas of knowledge</th>
</tr>
</thead>
<tbody>
<tr>
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</table>
6.11 Availability of key experts

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the methodology\(^\text{14}\). Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority\(^\text{15}\).

<table>
<thead>
<tr>
<th>Key experts</th>
<th>From</th>
<th>To</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
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Name: ____________________________

<table>
<thead>
<tr>
<th>Key experts</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Name: ____________________________

<table>
<thead>
<tr>
<th>Key experts</th>
<th>From</th>
<th>To</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
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</tbody>
</table>

Name: ____________________________

Name and first name: …………………………………………………

Duly authorised to sign this tender on behalf of: …………………………………………………

Place and date: …………………………………………………

Signature: …………………………………………………

\(^{14}\) Any expert working on another contract, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates / period included by a key expert in his/her statement of availability must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

\(^{15}\) In case of replacement, the expert’s qualifications and experience must be at least as high as those of the expert proposed in the tender.
### 6.12 Subcontractors

<table>
<thead>
<tr>
<th>Name and legal form</th>
<th>Address / Registered office</th>
<th>Object</th>
</tr>
</thead>
<tbody>
<tr>
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