



**Tender documents Enabel RWA891 of
March 2019**

**Public services contract for the “Finalization
of the GCF TREPA full proposal (Transforming
Rwanda’s Eastern Province to adapt to
climate change’)”**

Country: Rwanda

Navision code: RWA1509811

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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.

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33)”).

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 fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour 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

¹ Belgian Official Gazette of 26 march 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008.

⁵ <http://www.ilo.org/ilolex/english/convdsp1.htm>.

Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of 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 that 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 procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶.

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 or bid: 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;

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.

- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: 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 4.16 “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 “**Consultancy service for the finalization of the GCF TREPA full proposal**”, 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 the 2 following items (see point 5 “Terms of Reference” for details):

1. **Item 1:** Revised and finalized the TREPA feasibility report, financial/economic study and the main proposal document for first submission to GCF;
2. **Item 2:** Based on comments received from GCF and partners, revised and upgraded proposal until final submission.

These items are grouped and form one single contract. The tenderer must submit prices for all items of the contract.

2.5 Duration

The contract starts upon award notification and expires at the final acceptance according to point 5.6 of ToRs.

2.6 Variants

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

2.7 Quantities

For the **item 1**, the lump-sum-cost payment is based on deliverables acceptance. However, an estimate range of quantity of expert man-days is provided in point 5 “Terms of Reference”. This quantity is just indicative: the bidder has to propose in its proposal the number of person – days of expert he consider as needed to achieve the tasks.

For the **item 2**, the contract has no minimum quantities. The estimates given under points 6.11 “Financial offer & tender form” and 5 “Terms of Reference” for the **item 2** are for information purposes only and regard the whole duration of the contract. The contractor must therefore be able to perform these quantities for the period that covers the duration of the public contract. Exact quantities shall be determined in order forms¹⁰. 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 quantities were not attained as a basis for claiming compensation. See also point < 4.12 “Performance modalities (Art. 146 et seq.)”.

¹⁰ Based on comments received on successive version of proposal submitted to GCF, the contracting authorities and partner (RWFA, UICN) will decide which comments have to be addressed by the Consultant. The number of person-days to be assigned to this task will be agreed between the Contracting Authorities and the Consultant.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1^o a) of the Law of 17 June 2016 pursuant to a negotiated procedure without publication.

3.2 Publication

These tender documents are published on the Enabel website (www.enabel.be).

3.3 Information

The awarding of this contract is coordinated by Enabel in Rwanda procurement unit. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / 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 15 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:

Lea Ingabire, procurement officer (lea.ingabire@enabel.be) with copy to Vincent Nsabuwera, FMBE project Manager (vincent.nsabuwera@enabel.be) and to Françoise Mushimiyimana, FP Public procurement (francoise.mushimiyimana@enabel.be)

Questions shall be answered in the order received. The complete overview of questions asked shall be available as of at the latest 12 calendar days before the final date for receipt of tenders at the address mentioned above. Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published as mentioned under point 3.2 “Publication” and that are sent to him by individual registered letter or by electronic mail.

To do so, when tenderers have downloaded the tender documents, they are requested to contact the above mentioned persons, to provide him/her with their contact details and to be informed of possible changes or additional information. Tenderers who have downloaded the tender documents are also advised to consult Enabel website (www.enabel.be).

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 BID

See art. 36-41 of the Law of 17 June 2016, and art. 51-57, 77-79, 83-85 and 94 of the Royal Decree of 18 April 2017.

3.4.1 Data to be included in the bid

The bid of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

- The identification form;

- The power of attorney to authorize the signature of the bid;
- 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 the tender forms in annexe (see point 6 “Forms”). When not using this form, 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 in English (or French or Dutch).

By submitting a bid, 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 exclusive of VAT, but have to include (if applicable) the Withholding tax of 15% that should be indicated separately.

This contract is a mixed contract, meaning that the prices are fixed according to the modes described hereunder:

For **item 1**, this contract is a lump-sum price contract, i.e. the global price is an all-in price which covers all the works/supplies/services concerned by the contract.

For **item 2**, this contract is a price scheduled contract, i.e. only the unit prices are lump-sum prices. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract.

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

(Art. 32 § 3 of the Royal Decree of 18 April 2017)

Except for VAT, the lump-sum price (item 1) and unit prices (item 2) include all costs, taxes, duties and contributions of any kind, and namely:

Fees, the per diems, accommodation costs, international and local travel costs, insurance costs, security costs, visa 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 and the **Withholding taxes (WHT) when/if applicable**.

In case the contract is extended, the prices mentioned in the contract apply.

Enabel organises and pays for costs related to participants to workshops and meeting with stakeholders (except accommodation/travel cost for the consultant expert itself). International travel days are not reimbursed by Enabel.

3.4.4 Period of validity

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

3.5 Submission of bids

The bid will be drawn up in 3 copies, one copy of which will mention “original” and two copies of which will mention “copy”. One copy may be submitted in one or more PDF files on a CD-ROM. Without prejudice to any variants, each tenderer may only submit one tender per contract.

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 and “copies” will be sent in a sealed enveloped mentioning: “**BID**”, the tender document number (**RWA891**) and the Navision code (**RWA1509811**).

The tender must be received **before 15/04/2019 at 4.00 PM**. It must be sent to:

**To the Attention of Lea Ingabire
Belgian development agency
KN 67 Street, plot N° 10
SORAS Towers, Wing B, 7th Floor
Opposite St Michel Catholic Church
B.P. 6089 KIYOVU
KIGALI- RWANDA**

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

b) or hand delivered 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 8:30 AM to 04:30 PM. All times are in the time zone of the country of the Contracting Authority (Rwanda time).

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

3.6 Amending or withdrawing bids

Article 43 and 85 of the Royal Decree of 18 April 2017

To change or withdraw a tender/bid 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 bids

The tenders 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 bids

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.

Art. 59 to 74 of the Royal Decree of 18 April 2017

3.8.1 Access rights and selection criteria

Access rights

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.

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

Art. 81 of the Law of 17 June 2016

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria:

- Methodology: 40 %;

The tenderer proposes a methodology (understanding of ToR, strategy and work plan & timetable of activities) based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

1.	General methodology clearly detailed and adapted to the GCF requirements.	6 points
2.	Tasks clearly understood and explained, and deliverables content properly detailed	9 points
3.	Work plan/time table clearly detailed and relevant	6 points
4.	Table of deadlines respecting ToRs requirement	6 points
5.	Total number of person-days for the 2 key experts, out of 100	7 points
6.	Share (%) of total number of expert pers-days for item 1 executed in Rwanda (compare to ideal 100%)	6 points

- Qualification and experience of key experts proposed: 30 %;

The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in point 5 “Terms of Reference” and they are subject to evaluation.

1.	Team leader	16 points
2.	Socio-economist	14 points

For each of the above-mentioned criteria, only tenders with total scores of at least 50/70 points qualify for the financial evaluation.

- Price: 30 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$$

3.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, proposal 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 proposal. Notification is 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,
- this tender document and the annexes,
- if any, minutes of the information session and/or clarifications and/or the addendum,
- the bidder's proposal and all its annexes,
- any later documents that are accepted and signed by both parties.

4 Specific contractual provisions

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.

This tender document do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)").

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 is 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)

The contract manager is **Mr Vincent Nsabuwera**, FMBE project Manager (vincent.nsabuwera@enabel.be)

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)

4.7.1 Provision of a bond

The performance bond is set at 5% of the total amount, excluding VAT, of the contract. The amount thus obtained shall be rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a collective performance bond. The performance bond may also take the form of a guarantee (see "Model of Proof of posting bond") issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch 15 (bonds).

As a deviation from Art. 26, the performance bond may be:

- posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse

the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

- constituted by a one-off deduction from payment of the first invoice as payments will be made in instalments.

These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

The successful tenderer must, within 30 calendar days, as from the day of the awarding of the contract, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1. In the case of cash, by transfer of the amount to the bpost account number of the Caisse des Dépôts et Consignations; Fill out the form https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash

2. in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;
3. in the case of a collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;
4. in the case of a surety, by the written undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

1. the deposit receipt of the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
2. a debit notice issued by the credit institution or the insurance company; or
3. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or
4. the original of the joint and several performance bond stamped by the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
5. the original of the written undertaking issued by the credit institution or the insurance company granting a surety.

These documents, signed by the depositor, must state for whom the performance bond has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful tenderer and, if applicable, of the third party making the deposit, with the words "lender" or "representative" as applicable.

The period of 30 calendar days specified above shall be suspended during the period of closure of the successful tenderer's business during paid annual holidays and the days off in lieu stipulated by regulation or by a compulsory collective labour agreement.

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

4.7.2 Failure to post the performance bond (Art. 29)

When the contractor fails to prove that the performance bond has been posted within 30 calendar days, he will be set in default by registered mail. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by registered letter, the contractor has still failed to produce proof that the performance bond has been posted within a further period of 15 calendar days dating from the date of dispatch of the registered letter, the contracting authority may:

- 1° Post the performance bond itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

4.7.3 Release of the Bond (Art. 33)

At the request of the contractor, the bond will be released after final acceptance and at the latest at the expiry of 18 months after the implementation period of the contract.

4.8 Conformity of performance (Art. 34)

The works, supplies and services must comply in all respects with the contract documents. Even in the absence of technical specifications in contract documents, the works, supplies and services must comply in all respects with good practice.

4.9 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 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 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.

4.11.1 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.

4.11.2 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.

4.11.3 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.

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Partial orders

If, for all or part of the services to be provided, the contract documents provide for one or more partial orders, performance under the contract shall be dependent upon notification of each of these orders.

4.12.2 Implementation period (Art. 147)

Regarding the **item 1**, the services must be performed within 70 calendar days from the day following the date of the contract award notification letter.

Regarding the **item 2**, the order form(s)¹¹ is (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 form (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.

4.12.3 Place where the services shall be performed (Art. 149)

The services shall be performed at the address mentioned in the terms of references, partly in Rwanda (for item 1) and partly at home (for item 2).

4.12.4 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

¹¹ Based on comments received on successive version of proposal submitted to GCF, the contracting authorities and partner (RWFA, UICN) will decide which comments have to be addressed by the Consultant. The number of person-days to be assigned to these tasks will be agreed between the Contracting Authorities and the Consultant.

sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

4.12.5 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.

4.13 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 4.14.1 “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 Vincent Nsabuwera, FMBE project Manager
Belgian development agency
KN 67 Street, plot N° 10
SORAS Towers, Wing B, 7th 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: **““Finalization of the GCF TREPA full proposal (Transforming Rwanda’s Eastern Province to adapt to climate change)”**
- the reference of the tender documents: **“ RWA891”;**
- the Navision code and the lot number: **“RWA1509811”;**
- the name of the contract manager: **“Mr Vincent Nsabuwera”;**

The invoice shall be in EUROS.

No advance may be asked by the contractor, and Payment shall be made in instalments (progress payment) as set in point 5.4 below.

4.14 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)”).

4.14.1 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.

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

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

- 1° the scope of the contract remains unaltered;
- 2° the modification is limited to 10 % of the initial awarded amount.

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

4.16 Litigation (Art. 73)

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

Revise and finalize a full Funding Proposal for the project *‘Transforming Rwanda’s Eastern Province to adapt to climate change’*

(TREPA)

for the Green Climate Fund

Location: Eastern Province, Rwanda

Open to: firm proposing a team of consultants or a team of individual consultants (with a Joint Venture agreement).

5.1 Context:

The government of Rwanda, according to the objectives set in the EDPRS (Economic Development and Poverty Reduction Strategy) document, is seriously engaged in the green development of the country while responding to the climate change challenges. Among others, Rwanda commits to restore 2.000.000 ha of forest landscape in line with the Bonn Challenge. To address it, the sustainable management of forests and development of agroforestry are among key priorities.

These efforts are mainly driven by the Ministry of Environment (MoE, formerly MINIRENA) in charge of implementing the national water, forestry and environmental policies, in interrelation with other key connected ministries.

According to the high importance of these challenges in a country highly populated and in economic transition, the government of Rwanda wants to engage these efforts through strong collaboration with international partners.

Since 2006, the Belgian Technical Cooperation (BTC, named “ENABEL” – Belgian Development Agency from 1st January 2018), has been supporting the MoE (formerly MINIRENA) through its Rwanda Water and Forestry Authority (RWFA), implementing programs of afforestation and forests restoration as well as designing and developing tools for the sustainable forests management. Among these tools are District Forest Management Plans (DFMPs). In order to sustain right implementation of these newly developed DFMPs by RWFA and Districts authorities, the current ENABEL Forest Management and Biomass Energy project (FMBE) is foreseeing to support them in elaboration and submission of fund request proposals to appropriate Funds.

The Green Climate Fund (GCF) is a financial operating entity of the United Nations Framework Convention on Climate Change (UNFCCC) which is established to contribute to the collective efforts of the international community to combat climate change. The GCF plans to fund programmatic approaches that provide an opportunity for a transformational shift in countries’ climate resilience and green economies, prioritizing a balanced approach between adaptation and mitigation. The GCF can be accessed directly by National Implementing Entities from developing countries and/or through international and regional Implementing Entities (IE). The Board of the Green Climate Fund has started Accreditation of National and International institutions for direct access.

IUCN (International Union for the Conservation of Nature) is supporting Rwanda from 2012, especially in its efforts for Forest Landscape Restoration and Sustainable Forest Management. In March 2016, IUCN was accredited as an international GCF Implementing Entity by the GCF Board. MoE and IUCN would like to take this opportunity to apply to GCF fund to implement a project called *“Transforming Rwanda’s Eastern Province to adapt to climate change”- TREPA.*

The Concept Note (see annex 1), draft proposal, and drafts of the technical study and economic and financial feasibility study for this TREPA project have already been developed by a consultancy firm with the support of ENABEL, IUCN and partners, but require further development and strengthening.

Now MoE and IUCN, through ENABEL support, are looking for a highly skilled experts team (called The Consultant) to finalize the development of the TREPA full proposal according to GCF requirements.

5.2 Consultancy Service main tasks

Item 1: revision and finalisation of TREPA full proposal for first submission to GCF

Under the coordination of MoE and in close collaboration with the National Designated Authority (NDA), IUCN and ENABEL experts team, the Consultant will be responsible for finalizing the technical and economic and financial feasibility studies for the project, and strengthening the draft proposal and annexes, aligning the proposal design with the feasibility studies according to GCF requirements, and based on the already designed theory of change and log frame.

Main tasks are as follows:

Activity 1: Produced and inception report. The consultant has to analyse the existing baseline and all other documents of the current proposal and based on a quick gap analysis has to propose:

- A road map with clear and detailed tasks and sub-tasks of the consultant and other contributing parties
- The detailed content and deadlines of deliverables to be provided by the consultant.

Activity 2: From the theory of change, results framework, detail description of intended activities, first detailed cost estimate per activity, existing elements of feasibility /financial analysis and main components determined for the project, revise and complete (1) **the technical feasibility study** (annex 2 of the GCF full proposal) and (2) **the economic and financial analysis** (annex 3 of the full proposal), including among other:

- A **strengthened¹² version of the existing baseline analysis** that has been developed, which includes data to quantify vulnerability and projected referenced climate change impacts. It should strengthen the rationale and analysis clearly explaining how the proposed activities are tackling specific climate change-related impacts. The study will report on the identified needs (financial, economic, social and institutional) of the target population, including the vulnerability and financing needs.
- Further strengthening of the sustainable development potential and the wider environmental, social and economic co-benefit and priorities. It will specify the adaptation impact, taking into account the relevant and applicable criteria and assessment factors of the GCF Fund and broader mitigation impacts, although the proposal aims at achieving GCF's adaptation and not mitigation targets.
- **Financial and economic appraisal**, including a financial model (with automated excel file allowing re-calculation while changing key factors to be annexed) with sensitivity appraisal and benefit analysis of each actions to build Section E of the GCF proposal template (expected performance against investment criteria);
- **Financial project setting**, clearly laying out the proposed programme's total

¹² In the sense of being very clear and convincing, using appropriate CGF terminology, particularly on the climate change angle

budget per activity, sources of funds (GCF, government agency, other partners and funds), modalities of fund management and uses of funds (expenditures, table of procurement, etc.), potential revenues, etc., to build on Section B of the GCF proposal template (financing and cost information) and provide consolidated detailed annexes relating budget breakdown, disbursement schedule, procurement plan, etc.). For this activity, the task of the consultant will be more on consolidating and presenting in adequate shape all the financial/modalities inputs that will be provided by identified executing entities (IUCN, ENABEL, ICFRAF, RWFA, etc.).

Activity 3: Quality review, coherence between the full proposal and its annexes: Based on the above outputs, ensure alignment and strengthen the existing draft GCF proposal document, which includes sections: A, B, C, E, F, G, H1 and annexes. This activity will provide the first full proposal ready to be submitted to the GCF, which will be first presented to the had-hoc Steering Committee for approval.

Item 2: Based on comments received from GCF and partners, revise and upgrade the proposal until final submission

Activity 3: After first and each of the next submission of the full proposal to the GCF, until final quality version accepted by UICN/ENABEL, based on comments received from stakeholders and GCF parties including the secretariat, independent panel and board, provide revisions of the full GCF proposal document including all required chapters and annexes, according to task and person-days ordered by the Contracting Authorities.

5.3 Methodology and approach

5.3.1 Intended programme objective and scope

The main objective is to revise and strengthen the existing technical study and economic and financial feasibility study, building on the data provided and existing results such as the World Bank Waves programme results. This work must be based on the existing theory of change and results framework already developed for the project and outlined in the Concept Note and draft proposal which link is at Annex 1. No change to the project outcomes and theory of change is expected and if so recommended during the consultancy are subject to approval by IUCN in consultation with ENABEL.

Based on the revisions to the feasibility studies, the main draft proposal and draft annexes will be revised and aligned with the study results.

This work may entail a site visit to Eastern Province, Rwanda.

5.3.2 Full proposal document quality

The funding proposal, which must be submitted in English, has to include all sections that are listed in the GCF Funding Proposal Template available on the GCF website (<http://www.gcfund.org/operations/resource-guide.html>).

The Consultant will be responsible for the coordination of the consultancy processes. S/He will ensure the full responsibility of the management of consultant expert's team, and will ensure good collaboration of each consultant's expert with main key stakeholders and client/beneficiaries. The consultant is entirely responsible for the management of the full proposal writing processes.

The document should be clearly articulated, well-presented (using GCF formats and templates) and has to provide any evidence based justifications and risk analyses that may strengthen the quality of the proposal based on high expertise in climate change mitigation and adaptation. The best available information shall be used taking into account the uncertainties of

some studies which should be reflected. Consultant should ensure the use of high quality referenced data to justify adaptation needs and quantify and qualify impacts of intended adaptation actions if further data is needed over and above that which is already made available through partners such as ICRAF.

The consultant will develop interim products for review by the GCF Agency, IUCN-GCF experts and/or other relevant key stakeholders/experts. A product delivery schedule that will be set in the inception report will present, for each required deliverables, timeline and responsible for first production, review and final editing.

The IUCN-GCF consultative Team of experts will provide the consultant with all relevant background documents. The IUCN-GCF Team of experts and selected partners such as ICRAF will be available for ongoing conversations, to clarify expectations with regard to the process and outputs. IUCN will be facilitating the communication between the selected consulting firm, ENABEL, and any relevant entities. The IUCN Team will lead engagements with the National Designated Authority (NDA) to receive NDA approval of the proposal prior to submission to the GCF.

5.3.3 About the feasibility study

A feasibility study should provide all detailed background information and analysis that support the interventions and the investments. For example, in cases where the investments are aiming to generate alternative income for increased livelihood, then the feasibility study should provide the financial model or reference another study justifying how these interventions are financially sustainable and include available market studies.

The consultant will provide an analysis of the proposed programme and its potential adaptation or resilience benefits and GHG emissions and uptake (sequestration), by major interventions and land uses, including a baseline for about 10 years prior to the interventions, and estimated adaptation benefits and emission reductions after 5 years of the programme or as agreed. ENABEL-IUCN will make available existing information and data, such as National Forest Inventory of 2015, LEAP model data (national and provincial analysis of supply/demand of woody biomass, according to different scenario of ICS dissemination, afforestation effort, etc.)

Among others, the feasibility appraisal has to:

- Specify the adaptation and mitigation impact, taking into account the relevant and applicable sub-criteria and assessment factors in the Fund's investment framework.
- Report on key impact potential indicators and targets.
- Include the paradigm shift potential: the degree to which the proposal can catalyse impact beyond the one-off investment, including:
 - Potential for scaling up and replication.
 - Potential for knowledge and learning.
 - Contribution to the creation of an enabling environment.
 - Contribution to a regulatory framework and policies.
- Report on the efficiency and effectiveness (economic and financial soundness) of the action, including:
 - Cost-effectiveness and efficiency.
 - Co-financing, leveraging and mobilized long-term investments.
 - Financial viability.
 - Internal Rate of Return (IRR).
 - Key efficiency and effectiveness indicators.
- Address section F.1. of the proposal (Economic and Financial Analysis), providing the narrative and rationale for the detailed economic and financial analysis (including the financial model) and providing economic and financial justification (both qualitative and quantitative) for the concessionality that GCF provides.

5.3.4 What should be presented in the technical offer?

Following elements have to be described by the bidder in its technical proposal, among other:

- The general methodology describing main steps and processes of the consultancy;
- Outline /plan of each deliverable **of item 1** to be provided by the Consultant, such as for:
 - The revised feasibility study (including baseline, financial & economic appraisal, see paragraph above);
 - Strengthened/finalized Full Proposal and its annexes based on drafts available (improve formulation where required and ensure coherence between overall documents including annexes on gender, environment and social management framework and system, stakeholder engagement, etc.)
- Presentation of the consultant team: composition, profile and proven expertise of each expert, references, role and task of each expert in this consultancy, and justification of adequacy of proposed skills and their complementarity with consultancy requirement;
- Investment (number of person-days in Rwanda/ at home) and schedule per activity/sub-activity of each expert of the consultant team for the **item 1**;
- Table of deliverables and deadlines for **the item 1** (recommended one is presented in present ToRs in chapter below, but bidders are free to propose an improved one and justify it).

5.4 Deliverables:

- **For Item 1:**

The table below present deliverables and maximum deadlines of item 1. Bidders are invited to present alternative calendar in their technical proposal and justify.

N°	Deliverable description:	Deadlines	Payment Instalment	% of total cost of item 1 to be paid
1	<u>Inception report</u>	10 days after the beginning of the implementation	Installment 1	15%
2	<u>The technical study and economic and financial feasibility study</u> including baseline, financial & economic appraisal, based on the provided theory of change, etc., cfr content in ToRs);	60 days after the beginning of the implementation	Installment 2	55%
3	<u>Full proposal and annexes for 1st submission to GCF & Activity report on item 1</u>	90 days after the beginning of the implementation	Installment 3	30%

Note: each deliverable should be presented to and approved by the had-hoc Steering Committee, which is composed by representative of NDA, MoE/RWFA, UICN, ICRAF and ENABEL.

- **For Item 2:**

For item 2, based on comments made by GCF on first and further successive versions of the proposal, the contracting authorities will send, for each round of comments to be addressed, an order to the Consultant specifying the tasks, deliverables, deadlines and number of expert person-days to be dedicated (jointly agreed with the Consultant). The payment of each order will be done in 1 instalment

at the reception and approval of revised version according to required tasks.

For the last order, the Consultant will have to present a final activity report for item 2.

5.5 Reporting

Inception, deliverables and final reports will be produced in English (according to deadline set in point 5.4) in soft format (word files, excel files for table and graphics, and shapefile for maps, and in pdf format directly printable). Inception and final activity report (item 1 and item 2) will be provided additionally in 2 hard copies.

5.6 Duration

The contract starts upon award notification.

For the item 1, task have to be achieved within a period of 90 calendars days from the awarding.

Fort the item 2, tasks will start after the item 1 full delivering and reception of comments from GCF on first submitted full proposal. Each order will set the deadline and number of pers-days for respective tasks. The duration of the item 2 will not go over end January 2020.

5.7 Required profile of consultant:

Indicative team composition and number of pers-day for this consultancy:

- One **international team leader**: fully responsible for complete achievement of consultant tasks and quality of deliverables, he will ensure the accomplishment of main tasks according to ToRs. He will be the principal expert with a **total investment estimated between 20 and 40 person-days for the item 1 and 15 person-days for item 2.**

- One **international economic expert**, to be invested for **around 20-30 persons-days for the item 1 and 10 pers-days for item 2**, in charge of supporting among other:
 - The proposal of the micro-financing systems to be developed for small scale actors;
 - the Financial and economic appraisal;
 - the Financial project setting;
 - the writing of related chapters of the project full proposal.

For the item 1, the number of persons-days should be ideally invested fully in Rwanda through one mission over the first months of the consultancy. For the item 2 support can be provided remotely from origin country (but depending of comments and tasks additional mission may be required).

For item 1, composition and number of pers-days mentioned above are just indicative. Bidders is responsible to propose a different team composition and number of person -days, but in this case should clearly justify it. Bidder must describe in their technical proposal the investment per activity of item 1 of each expert for the full period of the consultancy.

For item 2, the number of man-days estimated above for expert 1 and 2 are the quantities to be used in the financial offer. As mentioned in point 2.8 above, real quantities to be executed will be ordered by the Contracting Authority based on comments received on submitted proposal.

5.7.1 The experience required for a Firm (if the bidder is a firm)

- A list of main **similar services (elaboration of Funding Proposals for GCF and or GEF/adaptation)** services performed **the last 3 years** indicating the dates, client, details on the assignment, number of successful proposal.
- At least **1 relevant experience** in the design of proposal and/or in management of similar programme in the domain of natural resources management / Climate change /Environment. Proven by a **certificate of good completion** from the Client indicating the date and name of the assignment.

5.7.2 The profile required for the international team leader is:

Qualifications required	How the expert fulfill the requirements
Mandatory	
At least Engineer or Master's degree in Forestry, Agroforestry, Agronomy sciences, Natural resources management, Environment sciences, Land Management Sciences or similar (provide copies of the relevant degrees)	
At least 10 years of work experience, with at least 2 years in Africa	
At least 3 relevant experience (proven by a certificate of good performance), in Africa, in the design of proposal and/or in management of large scale project/ programme for bilateral or multilateral donors, in the domain of climate change (and or in related domains such as natural resources management / landscape restoration forest management),	
At least 1 relevant experience (with certificate of good completion) in the design/ development of project/program under GCF funding, demonstrating good knowledge in climate change impact processes and GCF proposal requirement/criteria.	
Excellent reporting and communication skills in English	
3 provided references (people how can inform on above mentioned experiences)	
As an asset	
Good experience in Sustainable Forest Management/ Forest Management Plan in Africa	
Good experience in Forest Landscape restoration/ Agroforestry/Sylvopastoralism in Africa	
Good experience in conducting feasibility study	
Good experience in Watershed Management and/or in Integrated Land Use Management system	
Good experience in Biomass energy management	
Good experience in consultancy team management	

5.7.3 The profile required for the international economic expert, is:

Qualifications required	How the expert fulfill the requirements
Mandatory	
At least Master's degree in Economic science or similar; (provide copies of the relevant degrees)	
At least 5 years of work experience, with at least 3 year in Africa	
At least 3 relevant experience in conducting finance and economic appraisal for programme/project dealing with climate change, natural resources management, or related domains. Proven by a certificate of good completion	
Excellent communication skills in English	
3 provided references (people how can inform on above mentioned experiences)	
As an asset	
Good experience of micro-finance system setting to support small scale local actor	
Experience in financial /economic appraisal in the context of GCF proposal	
Good experience in budget building and financial system setting for multi-donors project/program	

6 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;

6° **Child labour and other forms of trafficking in human beings** as defined in Art. 433quinquies of the Criminal Code or Art. 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA;

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 shall 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 shall include in his tender the **incorporation certificate**¹³ from the competent authority.

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

The tenderer must provide a certification¹³ 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 2018**.

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

The tenderer must provide a **recent certification**¹³ (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

¹³ In case of a consortium or a temporary association, the certificate must be submitted for all members of the tendering party.

6.8 List of the main similar services

The tenderer must provide in his offer the list of the **main similar consultancy services (min. 3) in the last three years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services.

Description of the main similar services performed	Amount involved	Relevant dates in the last 3 years	Name of the public or private bodies

6.9 Certificates of completion

For each of the projects listed, the tenderer must provide in his offer the certificates of completion (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

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 technical equipment that he disposes of and that shall be used for performance of the contract;
- 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.

6.10 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** , including the WHT and exclusive of VAT (written in figures):

Item n°1: ...

	Unit	Unit price*	Quantity	Total incl. WHT and excl. VAT*
International consultant				
Mission	Man-day	€		€
Work at home	Man-day	€		€
International travel costs		€		€
National consultant(s)				
Mission	Man-day	€		€
Work at home	Man-day	€		€
VAT percentage (if applicable)			Global price (excl. VAT)	€

Item n°2: ...

	Unit	Unit price*	Quantity	Total exc. VAT*
International consultant				
Mission	Man-day	€	1	€
Work at home	Man-day	€	1	€
International travel costs		€	1	€
National consultant(s)				
Mission	Man-day	€	1	€
Work at home	Man-day	€	1	€
VAT percentage (if applicable)			Global price (excl. VAT)	€

This contract (remuneration cost only) is subjected to Rwanda withholding tax of 15% for international consultants and 3% for national consultants, registered and in order with VAT payment. The bidder has to present the cost WHT inclusive.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.11 Methodology

For each item, the tenderer must propose in his offer a methodology (understanding of ToR, strategy, timetable of activities and statement of availability) based on the instructions given in the Terms of Reference.

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 mobilised.

Please note that the “understanding of ToR” and “strategy” of the methodology should not exceed 15 pages. Do not repeat/copy the ToR.

6.12 Key experts

For each item, 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 as well as degree certificates. The consultancy team will be comprised of **X**. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV should be signed and not longer than 3 pages.

Item n°1: ...

Name of expert	Proposed position	Years of relevant experience	Educational background	Specialist areas of knowledge

Item n°2: ...

Name of expert	Proposed position	Years of relevant experience	Educational background	Specialist areas of knowledge

6.13 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 methodology¹⁴. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority¹⁵.

Item n°: ...

Key experts	From	To
X		
Name:		
X		
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.

6.14 Subcontractors

Name and legal form	Address / Registered office	Object

6.15 Model of Proof of posting bond

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of

X € (X euros)

for the Belgian Development Agency (Enabel)

for the obligations of X, address for the contract:

“X, tender documents Enabel < X” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel < and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference: Enabel < UGAX.

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X

Signature:

Name:

.....