

TENDER DOCUMENT ENABEL RWA 890 OF MARCH 2019

CONSULTANCY FOR
FEASIBILITY STUDY FOR JOINT STEM
INDUSTRIAL RESEARCH AND
DEVELOPMENT FACILITY IN RWANDA

COUNTRY: RWANDA

NAVISION CODE: RWA1509711

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1 Part 1: Administrative and contractual provisions

1.1 General points

1.1.1 Deviations from the General Implementing Rules

Chapter 1.4 Specific contractual and administrative provisions of these Bidding Document includes the administrative and contractual terms that apply to this tender as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

1.1.2 The contracting authority:

The contracting authority of this tender is “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, the Belgian development agency, supports developing countries in their fight against poverty on behalf of the Belgian government. Besides this public service mission on behalf of the Belgian government ENABEL also provides services on behalf of other national and international organisations contributing to sustainable human development¹.

For this tender **Mr Dirk DEPRez, Resident Representative of ENABEL in Rwanda** represents ENABEL.

1.1.3 Institutional framework of ENABEL

The general reference framework in which ENABEL operates is the Belgian Law on Development Cooperation of 19 March 2013² as well as the Belgian Law of 21 December 1998 establishing the Belgian development agency as a public-law company, changed by the Laws of 3 November 2001, of 12 June 2012, of 27 December 2012 and of 15 January 2013³.

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

In the field of international cooperation: the United Nations millennium 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.

¹ For more information see <http://www.btcctb.org/showpage.asp?iPageID=34> and the Law of 21 December 1998 establishing the Belgian Technical Cooperation, changed by the Laws of 13 November 2001 and 30 December 2001.

² Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

³ Belgian Official Gazette of 1 July 1999.

⁴ Belgian Official Gazette of 18 November 2008.

⁵ <http://www.ilo.org/ilolex/english/convdisp1.htm>.

n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

In the field of respecting the environment: Agenda 21 (the 1992 Rio Summit), the Plan of Implementation of the World Summit on Sustainable Development (Johannesburg 2002), as well as initiatives of the European Union, like for instance The European Union Strategy for Sustainable Development, which was adopted in 2001 in Göteborg.

1.1.4 Rules governing the tender

The following, among other things, apply to this tender:

The Law of 17 June 2016 on public procurement⁶;

The Law of 17 June 2013 on justification, information and means of appeal for tenders and certain contracts for works, supplies and services⁷

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 contracts, modified by the Royal Decree of 22 June 2017⁹;

Circulars of the Prime Minister with regards to public contracts.

1.1.5 Definitions

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

The bidder: the natural person (m/f) or legal entity that submits a bid;

The successful bidder / service provider: the bidder to whom the contract is awarded;

The contracting authority: ENABEL, represented by the Resident Representative of ENABEL in Rwanda;

The bid: the commitment of the bidder to perform the tender under the conditions that he has submitted;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental performance levels, the design for all kinds of uses, including access for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, its safety or its dimensions, as well as requirements applicable to the product as regards trade names, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods, as well as the evaluation and conformity procedures;

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 and Belgian Official Gazette of 27 June 2017.

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 bidder;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, either at the initiative of the bidder;

General Implementing Rules ('RGE/AUR'): Rules given in the Royal Decree of 14.01.2013 establishing the general rules for the performance of tenders and of public works concessions;

Bidding document: This document and its annexes and the documents it refers to;

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

Litigation: Court action.

1.1.6 Confidentiality

The bidder or successful bidder 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 shall only divulge such information to third parties after receiving the prior written consent of the other party. They shall disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties shall be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

1.1.7 Deontological obligations

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, the bidder or the successful bidder from other tenders concluded with ENABEL.

For the duration of the contract, the successful bidder and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The bidder or successful bidder 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 bidder 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 bids and applicants comparison procedures shall lead to the rejection of the application or the bid.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the execution of the contract, it is strictly forbidden to the successful bidder 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, whatever their hierarchical position be.

Any bid shall be rejected and any (public) contract shall be cancelled once it appears that the contract awarding or its performance induced 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 successful bidder of the tender commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority shall be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the successful bidder having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

1.1.8 Applicable law and competent court

The tender 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 successful bidder, the parties shall 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 4.14 Claims and requests (Articles 73 of the Royal Decree of 14.01.2013)

1.2 Object and scope of the contract

1.2.1 Type of contract

This tender is a tender for services.

1.2.2 Object of the contract

The present contract consists in the “**Feasibility Study for Joint STEM Industrial Research and Development Facility in Rwanda**”

In order to implement this service, ENABEL and its partner NIRDA through Study Fund program is looking for a specialized service provider to perform the work.

1.2.3 Lots

The contract has one (1) lot which is indivisible.

1.2.4 Duration

The contract begins upon award notification and has an **implementation period of 14 weeks**. The contract will end at the final acceptance.

1.2.5 Variants

Each bidder may submit only one bid. Variants are not allowed.

1.2.6 Quantities

The quantities of man-days will be proposed by the consultant according to their proposed methodology and the division of labour among their proposed team.

1.3 Procedure

1.3.1 Award procedure

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

1.3.2 Publication

This Bidding document is published on the ENABEL website (www.enabel.be), NIRDA website.

1.3.3 Information

Mrs Léa Ingabire coordinates the awarding of this contract. Throughout this procedure, all contacts between the contracting authority and the (possible) bidders about the present contract shall exclusively pass through these persons. Potential bidders are prohibited to contact the contracting authority any other way about this contract, unless otherwise stipulated in these Bidding document.

Questions shall be addressed in writing to:

Mrs Lea Ingabire (lea.ingabire@enabel.be) with copy to Mrs Kampeta Sayinzoga (skampeta@nirda.gov.rw) and Mr Didier NZENGOU (desire.nzengou@nirda.gov.rw) and they shall be answered in the order received.

Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

The bidder is supposed to submit his bid after reading and taking into account any corrections made to the contract notice or the Bidding document that are published in the Belgian Public Tender bulletin and on ENABEL website (www.enabel.be) or that are sent to him by individual registered letter or by fax/electronic mail.

To do so, when the bidder has downloaded the Bidding document, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and that he gets information on any modifications or additional information.

1.3.4 Bid

1.3.4.1 Scope of the bid

The bidder must accept without any reserve the whole of the bidding document. Should the bidding document prove to contain deficiencies, errors and/or unclear provisions, then the bidder must immediately point these out in writing to the contracting authority.

By submitting a bid, the bidder declares renouncing to his own (sales) conditions, even if these are mentioned in any of the annexes to his bid. Any other statement will be considered a condition leading to the irregularity of the bid.

1.3.4.2 Language

The bid and the annexes to the bid form are drawn up in English, French or Dutch. Bidders shall be informed that English-speaking members will compose the evaluation committee in Rwanda.

1.3.4.3 Content of the bid

The bid shall consist of the sections mentioned below:

- The Forms of Part 3:
 - identification form;
 - The power of attorney to authorize the signature of the bid;
 - The integrity statement for the bidders;
 - Availability statement
- The qualitative selection documents (point 1.3.8.2)
- The awarding criteria documents (point 1.3.8.4)
 - The Financial proposal & Bid form;
 - The technical proposal.

1.3.4.4 Validity period of the bid

The bids shall be valid for a period of **120 calendar days**, as from the day following the date for the opening of bids.

1.3.4.5 Copies

The bid must be submitted in Three (3) documents. One (1) of them being original and others two (2) shall be copies.

1.3.4.6 Price Determination

All prices given in the bid form shall be given in **EUR**.

For the evaluation purpose the exchange rate will be the one of the National Bank of Rwanda of the deadline day for bids submission.

This contract is a lump-sum contract.

The successful bidder is deemed to have included in his price all the charges of any kind normally applied to services, including **withholding tax and excluding VAT**.

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

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1.3.4.7 Elements included in the price

The service provider is supposed to include in all prices all costs and taxes that generally somehow affect the services, **including VAT and withholding tax (WHT)**. If applicable, this WHT that should be indicated separately and will be paid directly by Contracting Authority to Rwanda Revenue Authority.

The following are included in the consultant prices:

- Cost of service provider experts, including:
 - Personnel fees/remuneration,
 - the per diems & accommodation costs,
 - insurance costs,
 - local transport costs
- Reimbursable
 - International transport costs + visas
 - communication and internet costs
 - Secretariat, production and delivery of reports (soft + hard copy when required)
- **the withholding tax**¹⁰(directly paid by contracting authority to Rwanda Revenue Authority)

1.3.4.8 Price revision

For this contract, no price adjustment whatsoever is possible.

1.3.5 Pre-bidding meeting

NA.

1.3.6 Bids submission

1.3.6.1 The right to submit a bid and how to submit bids

Without prejudice to any variants, each bidder may only submit one bid per contract.

The bid must be submitted before **the 26th of March 2019 at 10:00 am Kigali time**. It shall be submitted in a properly sealed envelope bearing the following information: Bid **RWA 890 - “Feasibility Study for Joint STEM Industrial Research and Development Facility in Rwanda”**.

It may be submitted:

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

In this case, the sealed envelope is put in a second closed envelope addressed to:

¹⁰ A Withholding tax is applicable as follow: 15% for international bidders and 3% for national bidders registered in VAT in Rwanda. 15% will also be withheld to national bidders which are not VAT registered or without proof of previous taxes declaration and payment.

**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**

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 8 am to 12.30 pm and from 1.30 pm to 5 pm Kigali time.

1.3.6.2 Modification or withdrawal of a bids

1. To change or withdraw a bid already sent or submitted, a written statement is required, which shall be correctly signed by the bidder or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.
2. A withdrawal can also be communicated in as far as:
 - 1° the withdrawal reaches the president of the opening session before he/she has officially opened the session; and,
 - 2° the withdrawal is confirmed in a registered letter sent at the latest the day before the opening session is held.

1.3.7 Bids opening

The bids must be in the possession of the contracting authority at the latest on the date and venue specified on Point 1.3.5 “bids submission”. The bids shall be opened behind closed doors.

1.3.8 Bids evaluation

1.3.8.1 Exclusion grounds

The mandatory and optional grounds for exclusion are set out in the appendix to this bidding document.

By submitting his bid, the bidder attests that he is not in one of the cases of exclusion contained in Articles 67 to 70 of the law of 17 June 2016 and in Articles 61 to 64 of the A.R. Of 18 April 2017.

The contracting authority shall verify the accuracy of the declaration on the honor of the bidder whose bid is the first ranked.

To that end, it shall ask the bidder by the most expeditious means and within the period specified by him to submit the information or documents enabling him to verify his personal situation.

The contracting authority itself shall request the information or documents which it can obtain free of charge by electronic means from instances that manage the information or documents.

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, the bidder shall refrain from relying on any former (internal or external) collaborators of the Belgian development agency, within two years from his/her/their resignation, retirement or any other type of departure from the Belgian development agency, for whatever reason, directly or indirectly, for the elaboration and/or introduction of his bid or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this bid.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and his/her/their activities for this tender.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 9 of the Law of 15 June 2006 on procurement and certain works, supply and services contracts. In concrete terms, this sanction, depending on the case, consists of discarding the bid or terminating the contract.

By submitting this bid, the bidder certifies that he is not in any of the cases of exclusion listed in Part 3.

The contracting authority shall verify the exactitude of the bidder with the best bid's implicit declaration on honour. For that purpose, the contracting authority shall ask the bidder concerned to provide information or documents allowing the contracting authority to verify the bidder's personal situation by the fastest means and within the term set by the contracting authority. The contracting authority shall itself ask for information or documents that it can obtain free of charge by electronic means from the instances that manage the information or documents.

1.3.8.2 Selection criteria

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

In view of the qualitative selection of bidders and in conformity with Art. 67 to 74 of the Royal Decree of 18 April 2017, for this contract the bidder must add to his bid documents a selection file composed of the following documents:

a) Personal situation

- **a signed Declaration on honor (See form on point 3.4)**
- **a signed Integrity statement (see form on point 3.6)**
- **a signed availability statement (see form on point 3.5)**
- **a copy of company registration in the country of establishment**
- **a copy of social security certificate clearance which is valid on the 3d quarter of 2018 or sooner**
- **a copy of tax clearance which is valid on the 3d quarter of 2018 or sooner**

b) Technical capacity

- For the consultancy firm

The Consulting firm shall prove to have **similar experience in the preparation of feasibility studies and Cost Benefit Analysis** in the fields of, but not limited to, Industrial Product Development, Business Development, ICT and IT-enabled products and Services, Financial and Economic analyses, Environment and Renewable energy, innovation space/laboratory management, Innovation and Entrepreneurship; **proven but 3 certificates of good completion.**

- For the proposed expert

The CVs of proposed experts should prove to have the required profiles as requested on point 4, B of Terms of References

A bidder 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 bidders can submit the capacities of the group's participants or those of other entities.

1.3.8.3 Bids regularity

Before proceeding to the evaluation and the comparison of the bids, the contracting authority examines whether the bid has any formal or material defects that could disrupt or prevent this evaluation.

Bids that have reservations about the bid documents, that show formal errors (e.g. that have not been signed) or that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

1.3.8.4 Award criteria

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

a) Technical proposal: 70%

Criteria N°	Criteria for methodology evaluation	Maximum score
1	Comments on the terms of reference including an analysis of the risks related to this assignment	10
2	Proposed methodology to perform this assignment	40
3	Relevance of work schedule and time schedule	20
	TOTAL	70

Note that only bids with the technical score of at least 50/70 will be considered for the financial evaluation.

b) Price: 30%

The lowest price will get the maximum point. The others will get:

Score of Bid X = $\frac{30}{\text{lowest bid price}}$

Bid price x

Negotiation

After a first ranking, the procuring authority may negotiate with one or several bidders on all aspects of their bids.

Final score

The scores for both award criteria shall be added up. The contract shall be awarded to the bidder with the highest final score; after the contracting authority has verified the exactitude of the Declaration on honour of this bidder and provided the control indicated that the Declaration on honour corresponds with reality.

1.3.8.5 Awarding the tender

The bidder who has submitted the most interesting responsive bid shall be awarded the tender.

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.

1.3.9 Concluding the contract

Pursuant to Art. 88 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen bidder of the approval of his bid. 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 days by registered letter.

The full contract agreement consists of a tender awarded by ENABEL to the chosen bidder in accordance with:

This Bidding document and the annexes;

The approved BAFO of the successful bidder and all of its annexes;

The registered letter of notification of the award decision;

Any later documents that are accepted and signed by both parties, as appropriate.

1.4 Specific contractual and administrative provisions

This chapter of these Bidding document holds the specific provisions that apply to this tender as a derogation of the 'general rules for the performance of tenders and of public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'RGE/AUR', or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the RGE/AUR articles. Unless indicated, the relevant provisions of the general implementing rules (RGE/AUR) shall apply in full.

These Bidding document derogate from Article 26 RGE/AUR.

1.4.1 Definitions (Art. 2)

- Managing official: The official or any other person who manages and controls the performance of the contract;
- Performance guarantee: Financial guarantee given by the successful bidder 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.

1.4.2 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 Bidding document require the service provider to elect domicile elsewhere after conclusion of the contract.

1.4.3 Managing officials (Art. 11)

The managing official of the contract, ensuring communication and daily management of the contract, will be **Desire NZENGOU** (desire.nzengou@nirda.gov.rw). He will ensure the management and control of performance contract.

Once the contract is concluded, the managing officials are the main contact points for the service provider. Any correspondence or any questions concerning the performance of the contract shall be addressed to them, unless explicitly mentioned otherwise in these Bidding document (see namely, "Payment" below).

The managing officials are fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs. He or she may order any initiative that will improve the implementation of the contract concerning its object and that remain in its scope.

1.4.4 Subcontractors (Art. 12 to 15)

The fact that the successful bidder 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 successful bidder remains, in any case, the only person liable towards the contracting authority.

The service provider 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.

1.4.5 Confidentiality (Art. 18)

The bidder 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 tender, 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.

1.4.6 Intellectual property (Art. 19 to 23)

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

The bidder 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 tender, 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.

1.4.7 Performance guarantee (Art. 25 to 33)

The performance guarantee is set at 5% of the total amount, excluding VAT and WHT, 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 guarantee may be constituted either of cash or of public funds or may take the form of a collective performance guarantee.

The performance guarantee may also take the form of a guarantee issued by a bank institution meeting the requirements of the law relating to the status and control of credit institutions.

As derogation from Article 26, the performance guarantee 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 guarantee through that institution. The bidder shall mention the name and address of this institution in the tender. This institution has to be a recognised bank institution. This derogation is founded on the idea of providing possible local bidders with an opportunity to submit a tender.

The successful bidder 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 guarantee 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 in Belgium
[bpost bank account n° BE58 6792 0040 9979 (IBAN), PCHQBEBB (BIC)]
or an equivalent public body (hereinafter referred to as “public body fulfilling a similar function”);
- 2° in the case of public funds, by depositing such funds with the government cashier at the head office of the Banque Nationale in Brussels or one of its provincial agencies, for the account of the Caisse des Dépôts et Consignations, or a public body fulfilling a similar function;
- 3° in the case of a collective performance guarantee, through the depositing, by a company lawfully practising this profession, of a joint and several performance guarantee 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.

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 bank institution; 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 guarantee 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 guarantee 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 bidder 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 bidder'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 guarantee has been posted must be sent to the address that shall be mentioned in the contract award notification.

Request for the acceptance procedure to be carried out:

- 1° For the provisional acceptance: This is equal to a request to release the first half of the performance guarantee
- 2° For the final acceptance: This is equal to a request to release the second half of the performance guarantee, or, if provisional acceptance was not applicable, to release the whole of the performance guarantee.

1.4.8 Conformity of the performance (Art. 34)

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

1.4.9 Contract modification (art 37 to 38/19)

1.4.9.1 Replacement of the bidder (art 38/3)

Insofar as it satisfies the selection criteria and the exclusion criteria contained in this document, a new bidder may replace the successful bidder with whom the initial contract was concluded in cases other than those provided for in Art. 38/3 of the EGR.

The successful bidder shall submit his application as soon as possible by registered mail, specifying the reasons for such replacement and providing a detailed inventory of the condition of the supplies and services already completed, the details of the new bidder and documents and certificates to which the contracting authority does not have free access.

The replacement will be the subject of an amendment dated and signed by the three parties. The initial successful bidder remains responsible vis-à-vis the contracting authority for the performance of the remaining part of the contract.

1.4.9.2 Price revision

Price revision is not possible for this contract.

1.4.9.3 Indemnities upon contract suspension ordered by the contracting authority

The contracting authority reserves the right to suspend the performance of the contract for a given period, in particular when it considers that the contract cannot be carried out without inconvenience at that time.

The period of execution shall be extended to the extent of the delay caused by such suspension, provided that the contractual period has not expired. When this period has expired, a fine for late performance will be awarded.

When services are suspended because of this clause, the successful bidder must take all necessary precautions at his own expense to preserve the services already performed and the materials, damage which may be caused by unfavorable weather conditions, Theft or other malicious acts.

The successful bidder is entitled to damages for suspension ordered by the contracting authority if:

- the suspension exceeds in total one-twentieth of the turnaround time and at least ten working days or fifteen calendar days, depending on whether the turnaround time is expressed in working days or in calendar days;
- the suspension is not due to unfavorable weather conditions;
- the suspension takes place within the period of performance of the contract.

Within thirty days of their occurrence or of the date on which the successful bidder or the contracting authority should normally have become aware of it, the successful bidder shall summarily disclose the facts or circumstances to the contracting authority and shall describe them precisely And cost of the market.

1.4.10 Preliminary technical acceptance (Art. 42)

Based on its own request, the contracting authority (ENABEL) 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...).

1.4.11 Unforeseeable circumstances (Art 56)

The successful bidder is not entitled in principle to any modification of the contractual conditions for any circumstances in which the contracting authority has remained a foreigner.

Among others, following case will be considered as force majeure/unforeseeable circumstances:

- a) A decision by the Belgian Kingdom to suspend cooperation with Rwanda shall be considered as unforeseeable circumstances within the meaning of this Article. In the event of a breach or cessation of activities by the Belgian Kingdom, which therefore involves the financing of this contract, ENABEL will use reasonable means to agree on a maximum amount of compensation.

1.4.12 Performance modalities (Art. 146 et seq.)

1.4.12.1 Deadlines and terms (Art. 147)

The services must be performed from the day following the date on which the service provider received the contract award notification letter and has an **implementation period of 14 weeks**. The contract will end at the final acceptance and payment of deliverables.

The number of person-day of key experts for this consultancy will be provided by the bidder

in its technical proposal.

The deadlines for each activity is provided in the Terms of Reference.

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

The services shall be performed in Rwanda.

1.4.12.3 Evaluation of the services performed

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

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

1.4.13 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.

1.4.14 Means of action of the contracting authority (Art. 44-53 and 154-155)

Failure of the service provider 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 service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.

In case of violation, the contracting authority can impose a set fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the successful bidder 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 clause is without prejudice to the possible application of other measures as of right provided in the 'RGE/AUR', namely the unilateral termination of the contract and /or the exclusion of contracts of the contracting authority for a determined duration.

1.4.14.1 Failure of performance (Art. 44)

§1 The successful bidder is considered to be in failure of performance under the contract:

1° When services are not performed in accordance with the conditions defined by the contract documents;

2° At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;

3° When the successful bidder does not follow written orders, which are given in due form by the contracting authority;

§ 2 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 report ('process verbal'), a copy of which shall be sent immediately to the successful bidder by registered letter.

The successful bidder shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). His silence is considered, after this period, as an acknowledgement of the facts recorded.

Details on penalties modalities and calculation are provided in ToRs (part 2.6).

§ 3 Any deficiencies found on his part render the successful bidder liable for one or more of the measures provided for in Articles 45 to 49 and 154 and 155.

1.4.14.2 Fines for delay (Art. 46-154)

Fines for delay 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 successful bidder 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.

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

§ 1 When upon the expiration of the deadline given in Article 44, § 2 for asserting his right of defence the successful bidder 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 Article 44, § 2, when the successful bidder has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire performance guarantee, or if no performance guarantee 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 successful bidder. However, any fines or penalties imposed during the performance of a replacement contract shall be borne by the new successful bidder.

1.4.15 End of the tender

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

A representative of the contracting authority shall closely follow up the services during performance. The identity of this representative shall be communicated to the service provider at the time the service provider is to start performance.

The services shall not be accepted until after meeting audits, technical acceptance operations and prescribed tests.

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 managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

The acceptance will occur on phases, accordingly to schedule of deliverables and payment instalments (see Terms of Reference in part 2.5 for details).

1.4.15.2 Acceptance costs

NA

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

The successful bidder shall send (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

**To the Attention of
Mrs Jeannine Nyawera
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**

Only services that have been performed correctly may be invoiced.

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

The amount owed to the service provider must be paid to the service provider within thirty days as of the expiry of the verification period.

When the contract documents do not provide for any separate debt claim, the invoice shall constitute the debt claim.

The invoice shall be in **euros or Frw**.

Payment will be made in instalments (progress payment) after reception of invoice accompanied by the approval of each deliverable as follows:

- **Inception report:** 20% of the total amount + reimbursable to date
- **Draft report:** 60% of the total amount + reimbursable to date
- **Final report:** 20% of the total amount + reimbursable to date

1.4.17 Litigation (Art. 73 of the Royal Decree of 14.01.2013)

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 successful bidder 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:

Belgian development agency, 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

2 Part 2: Terms of reference

Consultancy Services to Undertake Feasibility Study of Joint STEM Industrial Product Development Facility

NIRDA Project Title	Feasibility Study for Joint STEM Industrial Research and Development Facility in Rwanda
Type of consultancy:	Consulting firm
Duty Station:	Kigali
Implementation period:	14 weeks
Key Stakeholders:	National Commission of Science and Technology, University of Rwanda, Rwanda Polytechnic/Workforce Development Agency, Ministry of Trade and Industry, Ministry of Finance and Economic Planning, Ministry of ICT and Innovation, Rwanda Information Society Authority

2.1 Introduction

In Rwanda's vision 2050, pillar three (3) namely "**Economic transformation pillar**" aims to accelerate private sector-led economic growth and increased productivity. The seven (7) year Government Program (7YGP: 2017-2024) aims to establish Rwanda as a globally competitive knowledge-based economy which will in turn create 214,000 decent and productive jobs annually. The 7YGP also accentuates the importance of industrialization to attain a structural shift in the export base to high-value goods and services with the aim of growing exports by 17% annually.

Strategic interventions identified in seven (7) years Government Program focus on:

- i. developing sub-sectors and value chains with high potential for growth and employment,
- ii. creating new businesses through entrepreneurship and access to finance,
- iii. developing strategic partnerships with private sector companies to boost industrial based skills acquisition,
- iv. supporting the establishment and operationalization of new and existing center of Excellence with focus on science, technology and innovation and
- v. promoting Research and development as a key to fast-tracking Rwanda's economic transformation especially in the area of technology for industrial development.

Following the adoption of NIRDA's new strategy of 2018-2024, it has been mandated with a mission to enable a generation of industrial innovators to become competitive through technology monitoring, acquisition, development and transfer and applied research. This will be achieved by:

- i. improving the competitiveness of existing industries in order to increase their export potential or their potential to undertake import substitution and
- ii. identifying new sub-sectors or value chains where investment by the private sector would likely lead to export growth or import substitution.

It is in this framework, NIRDA is leading a joint initiative to establish a joint STEM Industrial Product Development Facility which will act as an industrial technology incubation hub for industrial innovators with Science and Technology, Engineering and Mathematics to develop industrial products, access advanced technologies, acquire and upgrade technical industrial skills and improve business capabilities.

The objective of the facility is to incubate young Rwandan innovators with a keen interest in STEM related industrial product development with the view of supporting them to create new startup companies and increase competitiveness of existing companies, to manufacture modern hardware products at industrial scale. This will in turn enable them to recruit more young Rwandans into higher-value jobs created by their own company development. The Facility will be expected support the creation and development of “job/business creators” which will have a positive multiplier effect on the economy.

The ultimate objective is to develop specific ultra-modern technologies as part of the “Made in Rwanda” brand which will form a strong export base and position Rwanda as a globally competitive producer and developer of smart products/devices.

The industrial product development facility will provide business, technology and knowledge incubation facilitation bringing together private innovators, experienced industrial mentors, academia, and other key stakeholders.

2.2 Objectives of the Consultancy

The main objective of the consultancy is to conduct a feasibility study for the Science, Technology Engineering and Mathematics (STEM) Facility, benchmarked on the “Feasibility Study Guidelines” established by the Ministry of Finance and Economic Planning of Rwanda. The feasibility study is expected to be a rigorous, comprehensive and detailed assessment which will ascertain the feasibility of the proposed Facility, provide strategic direction for the preparation and implementation phase of the Project, while also providing technical, operational, economic and financial information to the potential funders of the Facility.

2.3 Consultancy Deliverables

The consultancy deliverables shall be as follows:

- a) **An inception report on detailed methodology, work plan and schedule.** The inception report shall include flash sector assessment to determine the existing STEM ecosystem in Rwanda, its overall sector potential and investment potential for both the public and private sector.

- b) **A comprehensive draft feasibility study composed of the following sections:**
 - An executive summary.
 - A description of the socio-economic and institutional context relevant to the Facility.
 - A definition of the objective of the Facility and rationale for the proposed Facility, including:
 - A Needs Assessment
 - Project relevance

 - Identification of activities and operational requirements of the Facility, including:
 - Proposed Facility activities and key beneficiaries;
 - Identification of disruptive technologies that will bear the highest impact in terms of job creation and start-up viability in the identified priority areas; This shall be based on a current technology mapping, expected market demand (current and future) and an analysis of Rwanda’s possible competitive advantage;
 - Proposed capacity building (skills and industrial solutions) and related knowledge management/sharing initiatives to be hosted by the Facility

required for (i) The Future of Work specifically in advanced technologies (such as AI, Blockchain and IoT as well as Edge computing and Quantum computing), (ii) a Digital, Knowledge-based Economy made up of disruptive business models, and (iii) Data privacy and security in the “Like” society;

- Key institutional stakeholders (national and international);
 - Key private sector stakeholders (national and international).
-
- Economic Demand and Option Analysis.

 - Implementation and sustainability plans of the Facility, including:
 - Global best practices technology transfer activities and incubation advisory services for hardware product developers that ensure minimum start-up “death rate”;
 - Guidelines and proposed eligibility criteria to harness/select relevant Rwandan innovators;
 - Strategies to interest and attract private industrial players to become industrial mentors in the Facility;
 - Proposed suitable governance and management model(s) for the Facility considering good maintenance, availability of materials/consumables, efficient use of space and time of mentors. The model shall be based on the optimal way to make the space truly collaborative, diverse and/or inclusive;
 - Proposed formal partnership models between the Facility and University of Rwanda and Rwanda Polytechnic/IPRCs to ensure synergies and academia/industry interaction;
 - Proposed monitoring and evaluation indicators to assess performance of the Facility on a quarterly and annual basis and support the knowledge management function of NIRDA and key stakeholders.

 - Financial and Economic analysis including:
 - Proposed revenue Model including cash flow projections;
 - A full Cost – Benefit Analysis (see Annex for more information);
 - Proposed financing model for the Facility.
 - Overall risk management matrix (considering planning stage, procurement stage, construction stage, commissioning, defects liability, and operation period).

- Conclusions and recommendations of the feasibility analysis including a roadmap.
- c) **A Final Feasibility Study Report validated by NIRDA and its key stakeholders.**

2.4 Eligibility Requirements:

A. The consulting firm

The Consulting firm shall have **similar experience in the preparation of feasibility studies and Cost Benefit Analysis** in the fields of, but not limited to, Industrial Product Development, Business Development, ICT and IT-enabled products and Services, Financial and Economic analyses, Environment and Renewable energy, innovation space/laboratory management, Innovation and Entrepreneurship; **proven but 3 certificates of good completion.**

B. Proposed Expert

The consulting firm shall be required to bring on board a pool of experts, skilled and qualified. One of these experts with advanced coordination expertise shall be designated as **a team leader.**

The Consulting firm shall make available the following key experts coordinated by a team leader:	Expert No. 1 – Financial Expert for financial and economic analyses
	Expert No. 2 – Industrial product development facility equipment expert and/or Incubation/Innovation and Technology Transfer expert
	Expert No. 3 – ICT and/or IT-enabled products and services expert
	Expert No. 4 –Laboratory Management expert
	Expert No. 5 – Chemical and/or physics engineering expert
	Any additional expert(s) as deemed necessary (that may include an industrial skills expert)

a) Education:

The consulting firm shall be required to bring on board a pool of experts, skilled and qualified with at least a University Master’s Degree in: Industrial Product Design and Development, Engineering, Economics, Business Administration, Innovation and Entrepreneurship, or closely related fields.

b) General experience

The consulting team shall also have **at least one consultant with a minimum of 5 years of demonstrated/ proven record experience consulting in Feasibility Studies using the Cost Benefit Analysis methodology. (Certificates of good completion or work certificates)**

c) Technical and Functional Experience:

- Each qualification area mentioned in the table under section 4.B shall be represented by at least one consultant with a minimum 5 years of relevant professional experience.
- **At least one of the consultants shall have more than 5 years' work experience in Industrial Product Design and Development or similar production units**, with particular reference to the use and optimization of smart hardware equipment required for modern production process, including industrial management and safety and industrial good practices that will certify future product commercialisation. The consultant shall also have proven ability to combine scientific concepts with practical experience in industrial smart hardware product development; **(Certificates of good completion or work certificates)**
- Sound knowledge of the operational procedures of Government of Rwanda and its agencies will be an added advantage.
- Demonstrated experience in the field of technology acquisition, transfer and/or diffusion for the hardware product development will be an added advantage
- Excellent communicator with strong interviewing skills, proven experience in questionnaire administration, data and information collection and reporting
- Excellent writing, presentation and reporting skills.
- **Language(s):** Fluency in written and spoken English.

2.5 Reporting and Supervision

The Consultancy firm will report directly to the Director General of NIRDA, and hold regular consultations with the Senior Technology Advisor for purposes of strategic guidance data and information provision respectively. Deliverables will be approved by a technical committee.

2.6 Assignment Duration

Deliverables	Deadlines
Inception report	3 weeks
Approval	1 weeks
Draft report	6 weeks
Approval	1 weeks
Final report	2 weeks
Approval	1 weeks
Total	14 weeks

ANNEX: Additional information

A. Feasibility Study

The Feasibility Study shall provide the factual inputs for defining the appropriate scope of the project and will outline the financial, institutional and organisational needs for the construction and operation of the Project based on a consultative process among the different stakeholders.

As a general principle, the Feasibility Study shall include the technical-technological, organisational and economic feasibility of the Project as compared to the relevant international benchmarks for such activities and to inform decision-makers whether the planned project represents the best use of the funds available.

The Feasibility Study must be prepared with all necessary background documents, annexes and documentation in accordance with applicable legal requirements and methodologies as agreed with the Contracting Authority during the Inception Phase.

The Feasibility Study results depend on the Demand analysis i.e. assessment of past and future demand (forecast), which is a pre-requisite for the CBA and the main determinant of its quality.

The structure and contents of the Feasibility Study shall be compliant with the instructions provided by the Contracting Authority during the Inception Phase.

B. Cost-benefit Analysis

The Consulting firm shall provide full CBA taking into consideration one planned and at least two alternative options of implementing the project. Financial analysis is one of the basic analyses in the Feasibility Study, and shall be given appropriate priority.

The minimum requirement is that the project must be sustainable over its economic lifetime i.e. there must be a flow of future revenue sufficient to cover operating and maintenance costs, including investment maintenance. There is, however, a second aspect of the financial analysis which is of critical importance; this is to estimate the level of subsidy which is required to make the project financially viable. The rationale for public funding is that infrastructure projects cannot cover all of the investment cost and the future operating and maintenance cost from future revenue. The estimated future flow of revenue must, at the least, cover annual operating costs but it can also cover some part of the capital cost of the new investment, in the sense that the flow of revenue can repay a loan to a bank or some other institution. However, there may be some percentage of the capital cost which cannot be met by

future revenue and which requires a subsidy to make the project financially viable over its lifetime.

Option analysis shall focus on the following key aspects of selecting the best option:

- properly justification of the solution sought, including evidence that the selected option is the optimal one of the various options considered during the technical feasibility study;
- if different alternatives have the same, unique objective and the same or very similar externalities, the selection shall be based on the least cost solution per unit of output produced considering the long term operating and maintenance costs associated with the option;
- if the output and externalities are different in different options (assuming all share the same objective), a simplified CBA shall be undertaken for all main options to select the best option by determining which option is more favourable from a socio-economic point of view and the selection should be based on economic parameters of a project, including its Economic Net Present Value (ENPV). The simplified CBA shall be carried out based on approximate estimates of key financial and economic data, including demand, investment cost and operating costs, revenues, direct benefits and externalities, where relevant.

Presentation of the options analysed in order to select the option considered for the technical solution and costing shall include at least the following information:

1. Options for scale (against technical, operational, economic, environmental and social criteria) and options for location of the proposed infrastructure;
2. Technological options — per component and per system;
3. Risks involved for each alternative, including risks related to climate change impacts and weather extremes;
4. Cost estimate for each option (including consideration of operational costs);
5. Summary table containing all pros and cons for all options considered.

The criteria considered in recommending the best solution shall be presented with ranking of their importance and method of their evaluation. The consultations conducted on option analysis shall be also briefly presented. A full report on option analysis shall be included under the technical appendices.

The financial model must contain sensitivity and risk analyses. The Consulting Firm shall identify the key variables to which the financial model is sensitive. A series of scenarios shall be developed in order to test the sensitivity of the project to the changes in the key assumptions that are the basis of those variables.

The economic impact of the project shall be described in quantitative terms as much as possible. Economic benefits, together with social benefits generated through the project, shall be described, and project beneficiaries identified. If it is possible to quantify all relevant costs and benefits, then the results of the analysis shall be presented using the recognised criteria such as the economic internal rate of return, net present value, and cost-benefit ratio.

The financial and economic analyses shall be prepared in accordance with the MINECOFIN Guidelines for Feasibility Studies of projects at central Government level in Rwanda.

3 Part 3: Forms

3.1 Instructions for compiling the bid

As a principle, the bid must be drawn up on these original bid forms, attached to these Bidding document. However, if the bid is established on other forms (for instance on a scanned copy of these forms), the bidder must verify himself that these forms correspond to the original forms and he must mention on each page that the forms used are consistent with the original bid forms.

The bid forms are available in English. The bid may however be drawn up in French, Dutch, English. Bidders are informed that the evaluation committee in Rwanda will be composed in large part by English-speaking members.

The bid must be submitted in Three (3) documents. One (1) of them being original and others two (2) shall be copies.

The different parts and annexes of the bid must be numbered.

Prices shall be given in euros and shall be rounded off to two figures after the decimal point. If necessary, they may be rounded off to four figures after the decimal point.

Erasures and alterations, additions or changes in the Bid forms must be accompanied by a signature next to the erasure and alteration, addition or change concerned.

This also applies to erasures and alterations, additions or changes made by means of a correction ribbon or correcting fluid.

The Bid shall have the **original hand-written signature** of the bidder or of his representative.

If the bidder is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the Bid must be signed by each of these persons.

3.2 Identification of the bidder

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

Signature(s):

3.3 Bid Form - Prices

We, the undersigned, offer to provide the consulting services for “**Feasibility Study for Joint STEM Industrial Research and Development Facility in Rwanda**” in accordance with the bidding document **RWA 890**

Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the withholding taxes of% inclusive.

Our Financial Proposal shall be binding upon us and subject to the modifications resulting from bid negotiations, up to expiration of the validity period of the Bid.

By submitting this bid, we commit to performing the present Bid in conformity with the provisions of the Specifications RWA 890 and explicitly declares accepting all conditions listed in the Specifications and renounces any derogatory provisions such as our own conditions.

The bidder commits to performing the Bid following those detailed prices, given in euros and including Withholding taxes:

	Unit	Unite price ¹¹ excluding VAT/WHT	Quantity ¹²	Total excluding VAT/WHT
Key expert(s)				
Key Expert 1 (team leader): Name:				
Fees	pers-day(s)	€		€
Key Expert 2 (.....expert): Name:				
Fees	pers-day(s)	€		€
Key Expert 3 (..... expert): Name:				
Fees	pers-day(s)	€		€
Key Expert 4 (..... expert): Name:				
Fees	pers-day(s)	€		€
Key Expert 5 (..... expert): Name:				
Fees	pers-day(s)	€		€
Additional Expert (..... expert): Name:				
Fees				
Total Key Experts fees excluding WHT				€
WHT (15% or 3%)¹³				€

¹¹ In conformity with section “**Element included in the price**” of these specifications.

¹² The bidder propose quantities needed for each element that respects the ToRs

¹³ A Withholding tax is applicable as follow: 15% for international bidders and 3% for national bidders registered in VAT in Rwanda. 15% will also be withheld to national bidders which are not VAT registered or without proof of previous taxes declaration and payment.

Reimbursable				
International transport of experts (if any)¹⁴	A/R travel		€	
Experts visas			€	
Secretariat, production and delivery of reports			€	
Communication costs				
Total reimbursable				€
TOTAL GENERAL including WHT				€

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

Applicable VAT:% (if any)

In case the contract is extended, the unit prices mentioned in above apply

Certified true and sincere,

Name

Signature(s):

¹⁴ From origin country to Rwanda

3.4 Declaration on honour

By submitting this Bid, the bidder declares on honour not being in any of the situations mentioned as grounds for exclusion by Article 61 of the Royal Decree of 15 July 2011. The bidder commits to providing the necessary documents and pieces of evidence at the request of the contracting authority upon contract awarding.

Done in, on

Signature:

Name:

.....

3.5 Availability certificate

By submitting this Bid, the bidder explicitly states that the experts(s) mentioned in the Bid is (are) available **from April 2019 to July 2019** to perform the services mentioned in these Specifications in accordance with the indicative calendar mentioned in the Terms of Reference.

Done in, on

Signature:

Name:

.....

3.6 Integrity Statement for the bidders

Concerns the bidder:

Domicile / Registered office:

Reference n° of the tender:

To the attention of the Belgian development agency,

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

- Neither members of administration or workers, or any person or legal person with whom the bidder has concluded an agreement 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 the Belgian development agency.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with the Belgian development agency (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Bidding document and I / we declare fully endorsing and respecting these articles.

I / we are also aware of the fact that the personnel of the Belgian development agency are bound by the provisions of a Code of conduct, which states that: *“In order to ensure the impartiality of personnel, staff members 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. Note, that what matters most here is not so much the enrichment resulting from accepting gifts, bonuses or benefits of all kinds, rather than the loss of impartiality, which is required from the staff member when exercising his/her function. 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 bidder, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the successful bidder 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 staff members of the Belgian development agency 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 (procurement) contract shall be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the signer of this contract from other tenders concluded with the Belgian development agency.
- The successful bidder of the tender commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority shall 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 bidder takes cognisance of the fact that the Belgian development agency 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 bidder.

Signature (preceded by the handwritten note "read and approved by:

Including the name and function)"

.....
Place, date