



Tender Specifications

Public service contract for:

**‘Conducting comprehensive
clinical mentorship program
on Emergency Obstetric,
Neonatal and Child Health
care’.**

RWA23004-10005

Navision code: RWA2300411

October 2024

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1 General remarks

1.1 Derogations from the General Implementing Rules

Section 4, ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate from Art. 25-33 (see point 4.7 “Performance guarantee”) of the General Implementing Rules – GIR (Royal Decree of 14.01.2013) – the contract being on special services.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, a 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 has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this contract, Enabel is represented by **Ms. Virginie Hallet, Country Director of Enabel representation in Rwanda**, who will sign the award letter and who is mandated to represent the company towards third parties.

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given 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;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, 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;

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

- 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 Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Local legislation with regards to sexual harassment at the workplace or equivalent
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

⁴ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the public contract is awarded;

The contracting authority: Enabel, represented by the Country Director of Enabel in RWANDA.

The tender: Commitment of the tenderer to perform the public contract under the conditions that he/she has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer 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 needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

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

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate;

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 performance of a contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.6.2 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 public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose 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 shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

1.7 Deontological obligations

1.7. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement for Enabel.

1.7.2. For the duration of the contract, the contractor and his 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.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. 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, clarification, evaluation and comparison of tenders and candidates' procedure will lead to the rejection of the application or the tender.

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public 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 appointees 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.

1.7.6. The public contractor 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 desk review or on-the-spot check, 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.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law and competent courts

The contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely performing 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.

2 Subject-matter and scope of the public contract

2.1 Type of contract

This contract is a framework contract for public service.

CPV: 80320000-3

2.2 Subject matter of the public contract

This public service contract consists of the performance of services related to “**Conducting comprehensive clinical mentorship program on Emergency Obstetrical, Neonatal and Child Health care**”, in conformity with the conditions of these Tender Specifications.

2.3 Lots⁹

(Articles 2, 52^o and 58 of the Law and Articles 49 and 50 of the Royal Decree on Awarding.)

The contract is made of **one (1)** lot, which is indivisible. The tenderer must submit a tender for this single lot/contract. A tender for part of a lot is inadmissible.

The description of the tender is included in Part 5 of these Tender Specifications (see Terms of Reference in section 5 for more details).

2.4 Items

This contract consists of one item composed with different tasks (see details in Terms of References in Chapter 5)

These tasks are pooled and form one single contract. It is not possible to tender for one or several tasks and the tenderer must submit price quotations for all items/tasks of the contract.

2.5 Duration of the public contract¹⁰

Initial term and renewal

The contract starts upon reception of the final notification letter and initially lasts for two (2) years.

After this initial term, this contract may be renewed once for an additional two (2) years by the contracting authority by registered letter sent at least one (1) month before the initial contract end anniversary date. Depending on the budget availability and positive performance of the tenderer, the renewal can be **done only once**.

Every renewal is conditioned by the success of the services ordered the previous year, where at least 80 % of the indicators of the ordered services should have been achieved satisfactorily.

The renewal will be made as per the terms and conditions of the initial Tender Specifications.

Should the contract not be renewed, the contractor cannot claim damages.

⁹ For contracts of a value equal to or greater than EUR 135 000 excl. VAT, the contracting authority is obliged to consider dividing the contract into lots unless a valid reason is given in the procurement documents.

¹⁰ Please note: duration of the contract not to be confused with period of performance.

2.6 Variants

Variants are not permitted.

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

2.7 Option

Options are not permitted.

2.8 Quantity

Fixed blocks: Where the contracting authority demonstrates the necessity thereof, it may package a contract in one or more fixed blocks and in one or more conditional blocks. Though contract conclusion pertains to the whole of the contract, it only binds the contracting authority for the fixed blocks. The performance of each conditional block depends on a decision by the contracting authority of which the contractor is notified in accordance with the modalities given in the initial procurement documents. The performance of the conditional block may not change the global nature of the contract.

Quantities will be determined in order forms. The presumed quantities (performance indicators) below are given for information purposes.

3 Subject matter and scope of the public contract

3.1 Award procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

3.2 Publication

3.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender Bulletin and the Official Journal of the European Union.

3.2.2 Enabel publication

This contract is furthermore published on the Enabel website (www.enabel.be) from **08th/10/2024** to **26th/11/2024**, as well as in the Local newspapers: Job in Rwanda and NEW TIMES.

3.3 Information

The awarding of this contract is coordinated by **Mrs. Françoise MUSHIMIYIMANA, National Expert in Contracting and Administration at Enabel Rwanda** – francoise.mushimiyimana@enabel.be. Throughout this procedure, all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this person. (Prospective) tenderers are prohibited from contacting the contracting authority in any other way with regards to this contract unless otherwise stipulated in these Tender Specifications.

Until **11th November 2023** inclusive, candidate tenderers may ask questions about these Tender Specifications and the contract.

Questions will be in writing to

Ms. Françoise MUSHIMIYIMANA,
(francoise.mushimiyimana@enabel.be),

with copy to

Ms. Mélanie MUKANTAGARA,
(melanie.mukantagara@enabel.be)

And

Mr. Pierre Remy NSHIMIYIMANA,
(pierreremy.nshimiyimana@enabel.be),

and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above at the latest 10 days before the deadline for submission of bids.

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

The procurement documents can be consulted free of charge at the following internet address:

www.enabel.be to be able to submit a tender in full knowledge of the facts, the tenderer may visit the website. www.enabel.be.

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

3.4 Tender

3.4.1 Data to be included in the tender

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

The tenderer must use the tender form in the annexe. In case he does not use 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 English**.

By submitting a tender, the tenderer automatically renounces his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

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

3.4.2 Period the tender is valid

The tenderers are bound by their tender for a period of 120 calendar days from the reception deadline date.

3.4.3 Determination of prices

All prices given in the tender form must obligatorily be quoted in EUROS (Including VAT and the applicable WHT).

This contract is a lump-sum price contract, i.e. a contract in which the global price is a flat rate that covers the whole performance of the contract.

In accordance with 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 of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

3.4.3.1 Elements included in the price

(Art. 32 §3 Royal Decree 18.04.2017)

The tenderer is to include in his global prices any charges and taxes generally applied to services, including VAT¹¹.

The following are in particular included in the prices:

¹¹ Refer to article 14 of the law N° 049/2023 of 05/09/2023, applying a reverse VAT of 18% to international bidders which will be retained and paid by Enabel..

- **Expert costs including** fees, per diems, accommodation costs, costs to be paid to the selected mentors, local transport costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract, Training required for operation, travel and Transport outside Kigali and the applicable **Withholding taxes**. Where applicable, the measures imposed by occupational safety and worker health legislation; Customs and excise duties for equipment and products used; acceptance costs; any staff, equipment, logistics, office, IT items, or any other equipment required for the service achievement.
- Reimbursable (paid based upon the presentation of justification documents, up to the maximum budget set and accepted in the financial proposal): **Only international travel costs and visa costs (if any)**.
- International travel days are not reimbursed by Enabel.

3.4.4 How to submit tenders?

(Article 54 et seq. and Art. 83-84 of the Royal Decree of 14 April 2017)

Without prejudice to any variants, the tenderer may only submit one tender.

The tenderer submits his tender as follows:

- **The tender will be drawn up in 3 copies, one of them being the original and two copies.**
- **Soft Copies (identical to the hard copy) must be submitted in one or more PDF files on a USB stick. Bidders who do not submit the required copies (hard and soft copies), might be rejected.**

It is submitted in a properly sealed envelope bearing the following information: Tender **RWA23004-10005**_Opening of tenders on **26th November 2024 at 10:00 AM** Kigali Time. It must be sent to:

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

It may be submitted:

- a) Either By post 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 delivered by hand directly to the contracting authority against a signed and dated receipt: In this case, the acknowledgement of receipt makes proof of compliance with the time limit for receipt.

The service can be reached on working days during office hours: from 8:30 am to 12:30 pm and from 1:30 pm to 5 pm (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 accepted¹².

Each company is allowed to submit only one bid. This means that if a tenderer submits a bid as an individual institution, they cannot also submit a bid as part of a joint venture for the same tender. Should it occur, both bids shall be excluded from the tender.

The tenderer is fully responsible for ensuring that their bid is submitted and delivered to the right address and Location as mentioned above.

3.4.5 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

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

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

The subject matter and the scope of the changes must be indicated in detail. The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to in paragraph 1 is not signed as referred to in paragraph 1, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.6 Opening of Tenders

Article 83-84 of the Royal Decree of 14 April 2017

The tenders must be in the possession of the contracting authority before **26th November 2024** at 10:00 AM. The tender opening is open to the public.

The tender opening session will take place at the address given above for the submission of tenders on **26th November 2024 at 10h30 AM**.

3.4.7 Selection of Tenderers

Article 66 – 80 of the Law; Articles 59 to 74 of the Royal Decree on Awarding

3.4.7.1 Exclusion grounds

Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18 April 2017

The obligatory and facultative grounds for exclusion grounds are given in attachment to these Tender Specifications.

By submitting this tender, and by signing **the Declaration on honour – exclusion criteria**, which is annexed to this tender document (6.3); the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the terms set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

With the exception of the exclusion grounds relating to tax and social security, the tenderer who is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

3.4.7.2 Selection criteria

Article 71 of the Law and Articles 65 -74 of the Royal Decree of 18 April 2017

Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract.

The minimum required profile of the company/consulting firm and for the minimum required profile for key staff will also be analysed at the selection stage.

The consulting firm should comply with the following:

- **Have consulting and clinical mentorship services as core business (with a legal/ registration document to prove this),**
- **Have at least three (3) years of professional experience of providing successful mentorship services targeting healthcare institutions and/or professionals in Rwandan health facilities (proven by related certificates of satisfactory performance or any other relevant document),**
- **Have previously performed at least one similar assignments (mentorship/training of healthcare institutions and/or professionals) proven by related certificates of satisfactory performance or any other relevant document.**

The consulting firm should also be able to propose a team of experienced obstetricians and Gynaecologists, anaesthesiologists, non-physician anaesthetists, paediatricians, midwives and nurses and mental health specialists who will together ensure the provision of the management of maternal, neonatal nurses, nurses (instruments) and required expertise.

The consulting firm must present the list, full contacts and CVs, degree certificates and proof of experience of at **least 9 Key staff composed** of one (1) team leader and eight (8) supervisors of

mentors (to be selected) in different domains, who meet the Minimum required profile of the key consultancy team members (min. 9 key experts for two key positions) as described in the section 5.6.2.

- Team Leader – medical doctor (1)
- Supervisors (8)

The tenderers who do not meet the minimum requirements will not be selected for the award stage.

Only tenders from tenderers who meet the selection criteria are taken into consideration to participate in the comparison of tenders on the basis of the award criteria set out below, **subject to the regularity** of these tenders.

3.4.7.3 Modalities relating to tender examination and regularity of the tenders

Art. 75-76 of the Royal Decree of 18 April 2017

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

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as giving a discriminatory advantage to the tenderer, distorting competition, preventing the evaluation of the tenderer's tender or its comparison with the other tenders, or rendering non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law.

2° failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers.

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents.

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

Conflicts of interest - Revolving door (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, clause 1, 5° of the Law a conflict of interest is considered any situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the

former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of the above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

3.4.7.4 Award criteria

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

a) Technical proposal 60%

The tenderer presents the detailed methodology to perform the requested services showing the suitability with the terms of Reference and comments made on it, activity schedule, staff schedule and work organization between team members based on the instructions given in the Terms of Reference.

They are subject to evaluation according to the following sub-criteria:

No	Award Criteria	Total Point
1.	<ul style="list-style-type: none"> • Detailed Methodology including the details on how all activities and sub-activities will be performed, How performance indicators are linked to the describe methodology and approach (30 points) • Understanding of ToRs & possible comments on ToRs, the overall strategy for implementation including (10 points) • Risk analysis and possible mitigation measures (5 points) 	40 points
2.	<ul style="list-style-type: none"> • Detailed and Relevant work plan & timetable of activities/ sub-activity and Clear work distribution between the team members (supervisors and mentors) during the contract duration (20 points) 	20 points

b) Price: 40%

The lowest price will get the maximum point. With regards to the 'price' criterion, the following formula will be used:

Score of Bid A = $\frac{\text{amount of lowest bid price}}{\text{Bid price A}} \times 40$

Bid price A

3.4.7.5 Final score

The scores for the award criteria will be added up. The contract will be awarded to the tenderer with the highest final score after the contracting authority has verified the accuracy of the Declaration of Honour of this tenderer and provided the control shows that the Declaration of Honour corresponds with reality.

3.4.7.6 Awarding the public contract

Articles 36 and 81-82 of the Law of 17 June 2016

The contract will be awarded to the tenderers who have submitted the most economically advantageous tender (higher final score), considering the rules defined in Chapter 2.3.

Notice though that, in accordance 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 may either decide not to award the contract, or redo the procedure, if necessary, through another award procedure.

3.4.8 Concluding the Public Contract

Art. 88 of the Royal Decree on Awarding

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor 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.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 Specific contractual and administrative conditions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for Public Procurement and for Concessions for Public Works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications derogate from Art. 25-33 of the General Implementing Rules.

4.1 Definitions (Art. 2)

- **Contract manager:** The official or any other person who manages and controls the performance of the contract;
- **Performance bond:** A financial guarantee is given by the successful tenderer to cover its obligations until the final and good performance of the contract;
- **Acceptance:** Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- **Progress payment:** Payment of an instalment under the contract after service delivery is accepted;
- **Advance:** Payment of part of the contract before service delivery (if accepted);
- **Amendment:** Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Managing official (Art. 11)

The managing official is **Mrs. Mélanie MUKANTAGARA, Project Manager – Health Program**, with email: melanie.mukantagara@enabel.be

Once the contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regard to the performance of the contract will be addressed to her unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent in following up on the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports, and reviews. She may order any modifications to the contract with regard to its subject matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract is not part of the competence of the managing official. For such decisions, the contracting authority is represented as stipulated under the contracting authority.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.3 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider undertakes to have 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.**

Art. 12/3 § 2 of the Royal Decree of 14 January 2013:

3° When this involves a service contract in a sector susceptible to fraud, the subcontracting chain may only have two levels at most, namely the contractor's direct subcontractor and the second level subcontractor.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.4 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.5 Protection of personal data

4.5.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.5.2 PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in the execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex 16.

4.6 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject matter of the public contract consists of the creation, manufacture or development of designs or 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 procurement documents.

When the contracting authority does not acquire intellectual property rights, it obtains a patent

licence for the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.7 Performance bond (Art. 25 to 33)

For this contract no performance bond is required.

4.8 Conformity of performance (Art. 34)

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

4.9 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.10 Changes to the public contract (Art. 37 to 38/19)

4.10.1 Replacement of the contractor (Art. 38/3)

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

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

4.10.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

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

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

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

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

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

- The suspension lasts in total longer than one-twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;

- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

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

4.10.4 Unforeseen circumstances

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 or of the third-party donor (Green Climate Fund/IUCN/TREPA steering committee) to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.11 Preliminary technical acceptance (Art. 42)

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

4.12 Performance modalities (Art. 146 et seq.)

4.12.1 Deadlines and terms (Art. 147)

For the initial period of the contract, the services must be performed within 2 calendar years as from the day after the date on which the service provider received the final contract conclusion notification letter. The closure of the service provider's business for annual holidays is included in this calculation.

For the subsequent order, the services regarding the possible specific order must also be performed within 2 calendar years described in the section 2.5. of this tender document. .

The acceptance terms and modalities per deliverable and per completion of order are detailed in Term of Reference in Chapter 5.

The order form is 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 working 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 will inform the service provider in writing of 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 service that placed the order about this in writing in order to find a solution to allow for the normal implementation of the order. If necessary, the service provider shall ask for an extended service performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible any more if they are not submitted

within 15 calendar days from the day following the date on which the service provider has received the order form.

4.12.2 Place where the services must be performed and formalities (Art. 149)

The services will be performed in 4 districts supported by the Enabel Health Program (Gisagara, Karongi, Nyamasheke and Rusizi)- see details on the section 5.3.1. of the TD.

4.13 Inspection of the services (Art. 150)

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

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

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

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

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

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

The service provider's default is not solely related to services as such but also to the whole of the service provider's 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 for 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 rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be 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 contractor hoped to obtain by offering the advantage to the employee. The contracting authority will 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 GIR, namely the unilateral termination of the contract and/or the exclusion from procurement by the contracting authority for a determined duration.

4.15.1 Failure of performance (Art. 44)

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

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which have been 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, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by a registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as an acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.15.2 Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

The fines for delay are calculated at the rate of 0.1 per cent per day late, the maximum being set at seven and a half per cent (7.5%) of the value of the contract (tax included).

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to the late performance of the contract.

4.15.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority 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 expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects detected.

§2 The measures as of right are:

1° Unilateral termination of the contract. In this case, the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regime 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° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

4.16 End of the public contract

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

The managing official will closely follow up on the services during the performance.

The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests. The provisional and final acceptance modalities are described in the Terms of Reference in Chapter 5.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the

invoice. Upon expiry of the thirty-day term 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 will be drawn up.

Where the services are completed before or after this date, it is 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 will be drawn up, depending on the case.

The acceptance specified above is final.

4.16.2 Acceptance costs

Any possible cost related to the acceptance of the services is borne by the service provider.

When drawing up his tender/ financial proposal, the tenderer shall take into account the following acceptance costs: service provider staff, equipment and transport costs to participate in the joint provisional and final acceptance measurement/workshops and meetings (inventory/counting, as per modalities defined in ToRs in chapter 5).

4.16.3 Invoicing and payment of services (Art. 66 to 72 – 160)

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

**To the Attention of
Mr. Mathieu GODFROID
ENABEL - Belgian Development Agency
KN 67 Street, plot N° 10
SORAS Towers, Wing A, 6th Floor
Opposite St Michel Catholic Church
B.P. 6089 KIYOVU
KIGALI- RWANDA**

Only service delivery that has been performed correctly may be invoiced.

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

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and other documents required for each instalment payment (as described in ToRs in chapter 5).

The invoice must be in EUROS.

No advance may be asked by the contractor and the payment is made after acceptance of the related deliverable.

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: **“Conducting comprehensive clinical mentorship program on Emergency Obstetrical, Neonatal and Child Health care”.**
- the reference of the tender documents: **« RWA23004-10005»**

- the Navision code: “**RWA2300411**”.
- the name of the Managing Official: “**Melanie MUKANAGARA**”.

Payment will be made in instalments (progress payment) according to ToRs (chapter 5), upon submission of a compliant invoice and Electronic Billing Machine (EBM) ticket.

The payment instalment will follow the schedule as described below:

Deliverables	Payments schedules
1st period of the framework contract (year 1 and 2)	
<p>I. Provide an inception report including:</p> <p>1-Clinical mentorship implementation methods, 2-List of mentors with their qualifications, experience and CV, 3- Baseline of key performance indicators 3-Clinical Mentorship Needs Assessment report</p>	<p>20% of the entire contract costs</p>
<p>II. Submit for approval an integrated bi-annual plan for clinical mentorship activities for the first two years:</p> <p>1. List of activities to be conducted by health facility 2. Date and month of the visit with several working days at each health facility 3. Name of technical working group or conference to attend</p>	
<p>III Submit a semester report of activities implemented, including the adjusted semester plan:</p> <p>1-List of mentoring activities conducted such as competencies) 2-Database of mentees with their progress report towards competencies acquired. 3- Quality improvement projects developed for subsequent mentoring visits, their progress, results and a near miss with averted deaths, 4- Technical and clinical recommendations provided and advocacy done as well as changes observed during the implementation period 5. Next semester adjusted planned activities</p>	<p>NA</p>
<p>IV. Submit Annual report (Y1) summarizing achievements with the full database of certified mentees on duty whose competencies were recognized through CPD highlighting champions for the continuity of the program:</p> <p>1. Comprehensive end report on clinical mentorship, with achievements based on annual action plan, indicators, targets and actual results. 2. Progress in achieving clinical mentorship outcomes (changes in practices) 3. Action research protocols and findings (once finalized) report and dissemination plans (national and international conferences or seminars)</p>	<p>20% of the entire contract costs</p>

<p>4. Database of mentees with their acquired competencies highlighting champions, those current on duty at the reporting time with those who left the service/institution. The creation of a platform of all certified mentees for information exchange and experience sharing (a community of practice).</p>	
<p>V. Submit the second-semester report fulfilling the same requirement as for the first semester (see III)</p>	<p>NA</p>
<p>VI. Submit a consolidated report for the first two years including implemented activities, achieved results, outputs and outcomes indicators with targets and actual results</p> <ol style="list-style-type: none"> 1. Narrative report implemented activities and achieved results 2. Number and % of certified mentees 3. Challenges and proposed solutions 4. Priorities for the next two years 	<p>20% of the entire contract costs</p>
<p>2nd period of the framework contract, subject to the renewal of the contract (year 3 and 4)</p>	
<p>I. Submit an adjusted bi-annual plan for the two remaining years and six months if continuity approved</p> <ol style="list-style-type: none"> 1. Planned clinical mentorship addressing the remaining gaps and challenges 2- Quality improvement projects that address the remaining gaps <p>3. Clinical mentorship Indicators with adjusted targets</p> <p>4. Action research with communication and capitalization plan</p>	<p>NA</p>
<p>II. Submit a semester report of activities implemented, including the adjusted semester plan:</p> <ol style="list-style-type: none"> 1. List of mentoring activities conducted such as competencies) 2. Database of mentees with their progress report towards competencies acquired. 3. Quality improvement projects developed for subsequent mentoring visits, their progress, results and a near miss with averted deaths, 4. Technical and clinical recommendations provided, and advocacy done as well as changes observed during the implementation period 5. Next semester adjusted planned activities 	<p>NA</p>
<p>III. Submit Annual report (Y3) summarizing achievements with the full database of certified mentees on duty whose competencies were recognized through CPD highlighting champions for the continuity of the program:</p> <ol style="list-style-type: none"> 1. Comprehensive end report on clinical mentorship, with achievements based on annual action plan, indicators, targets and actual results. 2. Progress in achieving clinical mentorship outcomes (changes in practices) 3. Action research protocols and findings (once finalized) report and dissemination plans (national and international conferences or seminars) 	<p>20% of the entire contract costs</p>

4. Database of mentees with their acquired competencies highlighting champions, those current on duty at the reporting time with those who left the service/institution. The creation of a platform of all certified mentees for information exchange and experience sharing (a community of practice).	
IV. Submit the second year - semester report fulfilling the same requirement as for the first semester (see II)	NA
V. End program report including a list of validated mentees implemented action research and findings, mentorship achieved results, success stories including video and photos, testimonies and sustainability plan	20% of the entire contract costs

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

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

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

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

4.18 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

The contracting authority will 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 indemnifies the contracting authority against any claims for compensation by third parties in this respect.

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

Enabel, public law company
 Legal unit of the Logistics and Acquisitions service (L&A)
 To the attention of Ms Inge Janssens
 rue Haute 147
 1000 Brussels
 Belgium

5 Terms of reference

Term of Reference for conducting clinical mentorship program on Emergency Obstetrical, Neonatal and Child Health care in four districts supported by Enabel

5.1. Background and context

Enabel support for the Rwanda Health System

In the framework of the bilateral cooperation program between Rwanda and Belgium, Enabel, the Belgium Development Agency, is implementing a 5-year Program named “Health System Strengthening” with a specific objective of strengthening access to quality health care, with a focus on sexual and reproductive health (SR) and the fight against gender-based violence (GBV), non-communicable disease (NCD), mental health (MH), and nutrition. This health program is well aligned with the Rwanda Health Sector Strategic Plan (HSSP V) and complies with the National Health Policy as well as with the three sub-sector strategies (SR, MH and NCDs) and guidelines.

It is foreseen to reverse the trend of maternal and neonatal mortality rate, the chronic malnutrition (stunting) which affects a third of all children under five years, and to improve quality management of mental health issues such as postpartum depression correlated with gender-based violence (GBV). The program has three broad results:

- **Result 1:** people, communities, health providers, as well as health managers at decentralized and central levels, can make informed choices about health and/or health care.
- **Result 2:** a coordinated system of getting evidence-based health research into policy and practice is in place.
- **Result 3:** the quantification, procurement, distribution, and stock-management system of medicines, and equipment by RMS as well as quality control of medicines by RFDA and use of e-LMIS at all levels has improved.

The tender for the comprehensive clinical mentorship on obstetrical, neonatal, and child health is complementary to the Result Funding modality (RBF) used by Enabel to support the Rwanda Health System from which the four districts will be benefiting.

Evidence on quality management of maternal, neonatal and child health care will help healthcare providers, health managers and health leaders to identify and address the real gaps in quality of care and services. It is considered that the working environment, health provider’s capacity, health infrastructure and medical equipment as well as drugs and commodities are available to ensure that expected results are achieved.

The current terms of reference (ToRs) are developed based on the lessons learned from the previously implemented mentorship program in 7 districts supported by Enabel Barame Project and the findings from the evaluation of mentorship program conducted by Rwanda Biomedical Centre (RBC) in December 2023, in addition to the recent national clinical mentorship guidelines and its Monitoring & Evaluation framework validated by the Reproductive, Maternal, Newborn, Child and Adolescent Health Adolescent Sexual and Reproductive Health (RMNCHASRH) Technical working group in June 2024¹³.

Maternal, newborn and child health information

Rwandan Government has pledged to achieve the Sustainable Development Goals (SDGs) target 3.1 of reducing the MMR to less than 70 per 100,000 live births and neonatal mortality to less

¹³ Rwanda Ministry of Health: Reproductive, Maternal, Newborn, Child and Adolescent Health Clinical Mentorship Guidelines, June 2024

than 12 per 1000 live births, by 2030³. The current data situation analysis shows that a lot has been achieved but a lot must be done to meet the 2030 targets of the global strategies of Ending Preventable Maternal Mortality (EPMM) and Every Newborn Action Plan (ENAP).

According to the Rwanda Health Management Information System (HMIS) data, the maternal mortality ratio decreased from 119 in 2019/20 to 88.9 per 100,000 live births in FY2022/23. The primary cause of maternal death continues to be bleeding post-delivery (post-partum hemorrhage - PPH) (34%, with a case fatality rate of 3.3 %), followed by complications of abortion (6%) and eclampsia (5%). The high proportion of other causes, 6 % (direct) and 25 % (indirect) indicate the need for improved maternal death audits. Most maternal deaths are preventable (87%), with 79 % of deaths due to the third delay. Quality of care during labor and delivery, particularly during and after caesarean Section (C/S), is a major concern. Although the World Health Organization (WHO) recommend for cervical cancer screening for women aged 30-49 years, 11.7% only have been screened¹⁴ (STEP Survey 2021). Antenatal care and post-natal care are among the opportunities that can be used to provide or advise on the importance of screening for cervical cancer. Furthermore, mental health issues are correlated with gender-based violence (GBV), and postpartum depression and affect the quality of teenage mothers.

In Rwanda, mental health has been deeply impacted by the 1994 Genocide against the Tutsi; thus, high rates of psychiatric morbidity in the Rwandan population have been reported incessantly. A Mental health survey conducted in 2018 showed a high prevalence of mental disorders in females (23.2%) and males (16.6%)¹⁵. Therefore, the HMIS 2015-2016 report revealed that among common neuro-psychiatric conditions received in health facilities in Rwanda; schizophrenia was ranked second (16.8%) after epilepsy. However, given this alarming national prevalence of mental health problems among the Rwandan population, the utilization of mental health services remains very low (5%)¹⁶.

The implementation of Clinical mentorship in seven districts supported by Enabel-Barambe Project has led to valuable insights. However, the initiative highlighted opportunities for improvement, such as enhancing the capacity of the health workforce, improving patient monitoring, ensuring adherence to protocols and upgrading infrastructure. Additionally, the project has underscored the importance of maintaining essential equipment, ensuring a steady supply of life-saving drugs and increasing the number of health professionals at the steady supply of life-saving drugs, and increasing the number of health professionals at the health facility level. Strengthening the capacity to diagnose and manage mental health and other chronic disease conditions has been identified as a key area for further development. An efficient and sustainable mentorship program can address identified areas for improvement and overcome factors that may hinder its successful implementation.

5.2. Purpose of the mentorship program and beneficiaries

The HSSP V prioritizes investing in continuing professional development, skills development, in-service training, and mentorship to address the high rate of attrition, retain competent health workforce at health facility level and enable a career growth and advancement both clinically and academically.

The mentorship on quality management of obstetrical, neonatal, and childcare is one of improvement initiatives for integrated quality Maternal, Neonatal and Child Health at health facility level.

The purpose is to reinforce the capacities of targeted healthcare personnel to provide high-quality care and services in the Maternal, neonatal and child area to reduce related mortality and

¹⁴ Prevalence of Non-Communicable Disease risk factors in the Republic of Rwanda: Findings from the 2021 Population-Based National Survey

¹⁵ Yvonne Kayiteshonga, "Prevalence of mental disorders, associated co-morbidities, health care knowledge and service utilization in Rwanda – towards a blueprint for promoting mental health care services in low- and middle-income countries?", *BMC Public Health*, 2022

morbidity and reinforce the capacity of district-based mentors who will be supporting health centers to optimize the quality of clinical care at that level.

In addition to learning new skills (clinical and non-clinical), the mentorship program allows health care providers to adopt new behaviors and acquire new attitudes.

The targeted health care providers are nurses, midwives, medical doctors, interns' medical doctors, medical doctors, intern nurses, non-physician anesthetists and nurses/midwives appointed in emergency services and mental health services at the hospital level. Priority will be given to those who are working in neonatology, maternity, and pediatric wards and nurses and midwives working at the health center level by identified gaps and needs.

One of the approaches to offer quality mentorship to the targeted health providers is to seek strong partnership with a consulting firm that can provide mentors who are experienced, well skilled and familiar with the Rwandan health system context. The consulting firm will have a strong team that is ready to work in close collaboration with RBC- Maternal, Child and Community Health (MCCH) Division and district hospital leadership as well as teaching hospitals surrounding the health facilities to ensure its coherence and sustainability.

5.3. Scope of work

5.3.1. Geographical scope

The consulting firm will implement clinical mentorship programs in four districts supported by Enabel Health Program which are Gisagara, Karongi, Nyamasheke and Rusizi which have seven district hospitals, one provincial hospital, one referral hospital, medicalized health centers and 77 health centers as presented in the table below:

Table1: Intervention zone

Provinces	Districts	Hospitals	Health centers
South	Gisagara	Gakoma	01. Agahabwa 06. Gisagara 11. Kigembe 02. Gakoma, 07. Gishubi 12. Kirarambogo 03. Gikonko 08. Kansi 13. Mugombwa 04. Gikore 09. Kibayi 14. Musha 05. Gishubi 10. Kibilizi 15. Save
		Kibilizi	
Westh	Karongi	Kirinda	01. Biguhu 09. Birambo 17. Mukungu 02. Mugonero 10. Kiziba 18. Rugabano 03. Bubazi 11. Gatare 19. Musango 04. Rubengera12. Gisovu 20. Munzanga 05. Kirambo 13. Mwendu 21. Karora 06. Mubuga 14. Rufungo 22. Kibuye 07. Bigugu 15. Gisunzu 23. Kirinda 08. Bisesero 16. Mpembe
		Mugonero	
		Kibuye (Teaching Hospital L2)	

Provinces	Districts	Hospitals	Health centers		
	Nyamasheke	Kibogora Teaching Hospital L2	01. Gatare	08. Rangiro	15. Mugeru
			02. Hanika	09. Ruheru	16. Mukoma
			03. Kibingo	10. Kibogora	17. Muyange
			04. Mahembe	11. Nyamasheke	18. Mwenzi
		Bushenge	05. Ngange	12. Bushenge	19. Karengera
			06. Karambi	13. Gisakura	20. Yove
			08. Cyivugiza	14. Kamonyi	
	Rusizi	Gihundwe	01. Cyangugu	08. Bugarama	15. Rwinzuki
		Mibilizi	02. Gihundwe	Gikundamvura	16. Nyakarenzo
			03. Giheke	10. Shagasha	17. Nyakabuye
			04. Nkombo	11. Nyabitimbo	18. Nkungu
			05. Bweyeye	12. amique	19. Mashasha
			06. Nkanka	13. St Francois	
			07. Mibilizi	14. Mushaka	

5.3.2. Technical scope

The consulting firm's technical support will be based on respective national protocols and mentorship guidelines, to promote high-impact interventions that are proven to save the lives of mothers, newborns, and children. The needed technical support will focus on strengthening staff capacities in the following areas:

5.3.2.1. Maternal health

Strengthen the Clinical Mentorship focusing on life saving emergency obstetric care interventions, surgical skills, anesthesia management and resuscitation skills and based on needs of each facility.

Promote the use of Antenatal care bundle (AI- Ultrasounds in HFs, MMS plus calcium, Iron IV for anemic mothers) and antenatal care eight (8) contacts at the health center level, maternal health and nutrition, identification and prevention of NCDs risk factors, identification of pregnancy risk and complication by using ultrasound machines, comprehensive and basic emergency Obstetric and neonatal care, including labor monitoring, management of prolonged obstructed labor, partograph use, safe C-section; safe anesthesia, pre-eclampsia/eclampsia; prevention and management of post-partum hemorrhage (PPH) using the new WHO PPH guidelines and apply the PPH bundled treatment (E-Motive, maternal azithromycin, Artificial Intelligence (AI) Ultrasound, MMS-Ca, IV Iron, Tranexamic acid, Heat stable carbetocin and other uterotonics, Non Pneumatic anti shock garments among others; prevention and management of fistula, respectful maternity care (RMC); postnatal care, postpartum family planning (PPFP), infection prevention, management of mental health depression, NDCs prevention among others.

5.3.2.2. Neonatal health

Essential newborn care (ENC), including newborn resuscitation, post-natal care for babies with screening of heart disease, infection prevention and control; care of small (low birth weight and pre term) and sick newborn and early¹⁷ continuous positive airway pressure (CPAP); screening of retinopathy of prematurity, prevention of hyperthermia, early¹⁸ kangaroo mother care (KMC) and extra support of feeding for preterm, clinical audit of birth asphyxia and follow up on newborn at risks. In addition, the mentorship will ensure the effective implementation of neonatal bundle (CPAP plus surfactants, Antenatal Corticosteroids, Probiotics, and caffeine citrate).

5.3.2.3. Under-5 children health

At the hospital level, focus areas include Emergency Triage Assessment Treatment plus admission (ETAT+) including management of severe malnutrition, severe pneumonia, severe diarrhea, status epilepticus, severe asthma, and severe malaria in the emergency ward and care of admitted children in the pediatric department.

At the health center level, focus on Integrated management of childhood illnesses (IMCI) by using IMCI protocol for the management of childhood illness to assess, classify, and adequately treat under-five children. Mentors will ensure that IMCI tools, drugs, and rehydration corners are available at supported HCs and that all babies with danger signs are referred to hospitals on time.

5.3.2.4. Drugs and Commodities

Clinical mentorship requires not only qualified healthcare personnel but also the availability of maternal, newborn and child lifesaving medicines and medical products in health facilities. Reinforce capacity staff in stock monitoring and management of essential lifesaving FP/ASRH and MNCH drugs and other commodities; and capacity for forecasting the needs to avoid stockouts. The list of lifesaving products includes Oxytocin, Family Planning long-lasting methods, Magnesium Sulphate, insulin, Metformin, Hydro chlorothiazide.

Finally, the consulting firm will look at clinical competencies, and health system building blocks in particular the leadership, quality of care in service delivery, health workforce, essential medical commodities, essential equipment, infrastructure, and health information systems in four districts and their health facilities. Also, will analyze HMIS data and provide a baseline for key performance indicators (**at each facility**) related to the clinical mentorship along with RBF disbursement linked and tracking indicators stated in below:

Table2: List of indicators

No	Indicator	Baseline	Target	Numerator Denominator	Means of verification
Cat 1 Disbursement Linked Indicators					
1	Caesarean Sections resulting in Post-partum Haemorrhage (/10 000 C/S)			Numerator: Number of Caesarean Sections resulting in Post-partum Haemorrhage (HMIS) Denominator: Number of Caesarean (HMIS)	HMIS

¹⁷ Starting in maternity wards, WHO recommendation

¹⁸ Starting in maternity wards

No	Indicator	Baseline	Target	Numerator Denominator	Means of verification
2	% Newborns born with asphyxia			Numerator: Number of newborns born with asphyxia in a health facility (HMIS) Denominator: Number of health facility live birth (HMIS)	HMIS
3	% Women accepting family planning after delivery			Numerator: Women accepting family planning after delivery (HMIS) Number of health facility deliveries (HMIS)	HMIS
Cat 2 Tracking Indicators for Policy Dialogue					
1	Maternal Mortality Ratio			Num: #maternal deaths Den: # live births x 100,000	HMIS
2	Perinatal mortality Rate			Num: #perinatal deaths (stillbirths, deaths at births and deaths within 7 days) Den: total births x 1000	HMIS
3	% girls aged under 20 years pregnant			Num: # girls under 20 years pregnant Den: # pregnant women attending ANC (Ante Natal Care)	HMIS
4	% women aged 30-49 years screened for cervical cancer			Num: # <i>Women screened for</i> cervical cancer in the last five years Den: # Women aged 30-49 years	HMIS
5	% of women screened for depression at PNC			Num: # women screened for depression at PNC Den: # of women registering at PNC	To be put into HMIS
6	% hypertensive patients controlled			Num: # hypertensive patients controlled Den: #hypertensive patients recorded	EMR Hospital To be put into HMIS

No	Indicator	Baseline	Target	Numerator Denominator	Means of verification
7	% people >35 years screened for diabetes and Hypertension			Num: # people >35 years screened for diabetes and Hypertension Den: # people screened for diabetes and Hypertension	HMIS/NCD Tracker
8	% SGBV (Sexual and Gender Based Violence) cases presenting at health facilities within 72 hours			Num: # Sexual Gender-based Violence cases arriving at Isange centres within 72 hours Den: # Sexual Gender-based Violence cases arriving at Isange centres (ISOC)	HMIS
9	% GBV cases presenting to Isange One Stop Centre seen by mental health professional			Num: # GBV cases receiving psychological support Den: #GBV cases presenting at Isange centres	HMIS
10	% GBV cases rehabilitated/integration in community			Num: #GBV cases rehabilitated in community Den: # of GBV cases seen at Isange Centres	Isange One Stop Centre register
11	Availability of essential medicines: such as: <i>Oxytocin, Implanon, Magnesium Sulphate, Metformin, hydralazine and fluoxetine</i>			N: # Health facilities with Stockouts of essential medicine (Oxytocin, Implanon, Magnesium Sulphate, Metformin, hydralazine and fluoxetine) D: # Health facilities assessed for the stockout level of essential medicine (Oxytocin, Implanon, Magnesium Sulphate, Metformin, hydralazine and fluoxetine)	eLMIS or survey at health facilities
12	% equipment that is fully functioning			Numerator: essential SRHR equipment fully functional (list to be determined) Denominator: SRHR equipment in health facilities MEMMS	MEMMS
Cat 3 additional indicators related to quality of care					
1	Neonatal mortality rate at health facilities _ catchment area level			Num: Neonatal deaths Den: Births live	HMIS

No	Indicator	Baseline	Target	Numerator Denominator	Means of verification
3	Neonatal mortality as % of neonatal admissions at NNU			Num: Neonatal deaths Den: # admission in NNU	HMIS
4	% hypothermic newborns on admission at NNU			Num: Newborns with hypothermia at NNU admission Den: # admission in NNU	HMIS
5	Incidence of PPH as a proportion of deliveries			Num: # PPH Den: # deliveries	HMIS
6	Proportion of PPH cases managed as per protocol			Num: # cases managed as per protocol Den: # PPH	Review of case notes
7	% maternal deaths audits conducted uploaded in HMIS (audit reports/ report uploaded in HMIS)			Num: # maternal deaths audits uploaded in HMIS Den: #Maternal deaths	HMIS
8	Proportion of clinicians able to conduct basic neonatal resuscitation (HBB) at delivery/ maternity			Num: # Clinicians (nurses and midwives) in maternity who able to conduct basic neonatal resuscitation Den: # Clinicians (nurses and midwives) in maternity	Skills test
9	Proportion of staff showing increased knowledge/skills in labour monitoring			Num: # Clinicians (nurses and midwives) in maternity showing increased knowledge/skills in labour monitoring Den: # Clinicians (nurses and midwives) in maternity	Skills test
10	% newborn who did not cry/breath at birth and were successfully resuscitated			Num: # newborn who did not cry/breath at birth and were successfully resuscitated Den: # # newborn who did not cry/breath at birth	HMIS
11	% hypothermic newborns in delivery room/ maternity			Num: # hypothermic newborns in delivery room Den: # Births live	Clinical audits/spot checks

No	Indicator	Baseline	Target	Numerator Denominator	Means of verification
12	% hypothermic newborns on admission at NNU			Num: # hypothermic newborns on admission at NNU Den: #admission in NNU	HMIS

Note: For indicators that are not collected through HMIS, the service provider will put in place data collection tools in collaboration with Public Health Experts data managers and M&E of the Hospital and ensure that data desegregation by gender and the level of vulnerability (refugees, people with disability) are captured.

5.3.3. Organization

The clinical mentorship will start by making a quick assessment of actual needs as recommended by mentorship guidelines.

They will start with general discussions with facility administration to explain the purpose of the activity and expected outcomes, as well as prevailing gaps and challenges to be prioritized.

The visits will end with a debriefing session involving the hospital administration, and mentees to communicate key actions required, and milestones to be achieved by hospital administration and mentees and to agree on dates of subsequent mentoring visits.

The clinical mentorship implementation will comply with the mentorship guidelines as developed by MoH/RBC, in April 2024. Depending on the clinical performance, knowledge, and skills gaps, any, or a combination of the types of mentorships below could be applied:

- (i) Group mentorship,
- (ii) onsite/downward mentorship.
- (iii) offsite/upward mentorship and
- (iv) Peer mentoring.

5.3.4. Deliverables

The clinical mentorship deliverables and implementation timeline are described in the table below:

Deliverables	Timeline	Payments schedules
1st period of the framework contract (year 1 and 2)		
I. Provide an inception report including: 1-Clinical mentorship implementation methods, 2-List of mentors with their qualifications, experience and CV, 3- Baseline of key performance indicators 3-Clinical Mentorship Needs Assessment report	Within two months after contract notification	20% of the entire contract costs

<p>II. Submit for approval an integrated bi-annual plan for clinical mentorship activities for the first two years:</p> <ol style="list-style-type: none"> 1. List of activities to be conducted by health facility 2. Date and month of the visit with several working days at each health facility 3. Name of technical working group or conference to attend 	<p>Within one month after approval of the inception report</p>	
<p>III Submit a semester report of activities implemented, including the adjusted semester plan:</p> <ol style="list-style-type: none"> 1-List of mentoring activities conducted such as competencies) 2-Database of mentees with their progress report towards competencies acquired. 3- Quality improvement projects developed for subsequent mentoring visits, their progress, results and a near miss with averted deaths, 4- Technical and clinical recommendations provided and advocacy done as well as changes observed during the implementation period 5. Next semester adjusted planned activities 	<p>Six months after the starting date of the program implementation</p>	<p>NA</p>
<p>IV. Submit Annual report (Y1) summarizing achievements with the full database of certified mentees on duty whose competencies were recognized through CPD highlighting champions for the continuity of the program:</p> <ol style="list-style-type: none"> 1. Comprehensive end report on clinical mentorship, with achievements based on annual action plan, indicators, targets and actual results. 2. Progress in achieving clinical mentorship outcomes (changes in practices) 3. Action research protocols and findings (once finalized) report and dissemination plans (national and international conferences or seminars) 4. Database of mentees with their acquired competencies highlighting champions, those current on duty at the reporting time with those who left the service/institution. The creation of a platform of all certified mentees for information exchange and experience sharing (a community of practice). 	<p>On the 15th of the month following the end of Fiscal year</p>	<p>20% of the entire contract costs</p>
<p>V. Submit the second-semester report fulfilling the same requirement as for the first semester (see III)</p>		<p>NA</p>
<p>VI. Submit a consolidated report for the first two years including implemented activities, achieved results, outputs and outcomes indicators with targets and actual results</p>	<p>Within the last month of the Y2</p>	<p>20% of the entire contract costs</p>

1. Narrative report implemented activities and achieved results 2. Number and % of certified mentees 3. Challenges and proposed solutions 4. Priorities for the next two years		
2nd period of the framework contract, <u>subject to the renewal of the contract</u> (year 3 and 4)		
I. Submit an adjusted bi-annual plan for the two remaining years and six months if continuity approved 1. Planned clinical mentorship addressing the remaining gaps and challenges 2- Quality improvement projects that address the remaining gaps 3. Clinical mentorship Indicators with adjusted targets 4. Action research with communication and capitalization plan	Within one month after approval of the contract continuation (1 st month of Y3)	NA
II. Submit a semester report of activities implemented, including the adjusted semester plan: 1. List of mentoring activities conducted such as competencies) 2. Database of mentees with their progress report towards competencies acquired. 3. Quality improvement projects developed for subsequent mentoring visits, their progress, results and a near miss with averted deaths, 4. Technical and clinical recommendations provided, and advocacy done as well as changes observed during the implementation period 5. Next semester adjusted planned activities	Six months after the starting date of the 2 nd phase of the contract	NA
III. Submit Annual report (Y3) summarizing achievements with the full database of certified mentees on duty whose competencies were recognized through CPD highlighting champions for the continuity of the program: 1. Comprehensive end report on clinical mentorship, with achievements based on annual action plan, indicators, targets and actual results. 2. Progress in achieving clinical mentorship outcomes (changes in practices) 3. Action research protocols and findings (once finalized) report and dissemination plans (national and international conferences or seminars) 4. Database of mentees with their acquired competencies highlighting champions, those current on duty at the reporting time with those who left the	On the 15th of the month following the end of Fiscal year (and of Y3)	20% of the entire contract costs

service/institution. The creation of a platform of all certified mentees for information exchange and experience sharing (a community of practice).		
IV. Submit the second year - semester report fulfilling the same requirement as for the first semester (see II)	In the 1 st half of Y4 - 2nd phase of the contract	NA
V. End program report including a list of validated mentees implemented action research and findings, mentorship achieved results, success stories including video and photos, testimonies and sustainability plan	One month before the end of the program implementation	20% of the entire contract costs

5.4. Duration

The overall contract is expected to last for four(4) years upon gradual successful compliance with performance objectives, targets and deadlines, **with the initial duration of two (2) years renewable once**, depending on the positive performance of the previous contract by the consulting firm vs deliverables and clinical mentorship outcomes: **The performance indicators should be attained up to at least 80% for the contract to renewed (an average of Actual vs of Year 2 targets).**

The clinical mentorship will be conducted every month and the number of days per health facility will depend on the importance of identified gaps as recommended by mentorship guidelines with a minimum of five days in hospitals and a minimum of three days in health centers per month.

In cases where the service level does not conform with the required standards of Enabel, the Enabel Contract manager will inform the consulting firm and share instructions to successfully and appropriately accomplish the deliverables. The failure of performance will lead to termination of the contract.

5.5. Mentorship services description and technical areas

The mentorship program includes services related to **maternal, newborn and child health care** as described in the technical scope section. In addition to that, the consulting firm will:

- Carry out pre-test assessments of all mentees and documentation of scores
- Collect relevant information on key indicators related to maternal, neonatal and child health as listed in Table 2 above-entitled list of indicators.
- Carry out post-test assessment of all mentees and documentation of scores as well as other relevant information, and data from the mentorship process on key indicators related to maternal & neonatal health.
- Collect and analyze information on clinical mentorship indicators.
- Initiate action research on the mentorship and contribute to the dissemination of findings.
- The current clinical mentorship will be the most comprehensive and the most aligned with the mentorship guidelines. It will be coordinated from the central to the health center level by well-trained mentors and its M&E will be done by competent and trained personnel.
- Conduct assessment and document the use of CPAP or other innovations.
- Strengthening and follow up and linking two levels (health center and hospitals) in terms of collaboration.
- Identification of champions and district-based mentors to mentor health center-level

- Implementation of quality improvement projects
- Contribute to identity Action Research (AR) and assist health providers to conduct AR
- Collaboration with L2 Hospitals to identify and address any gaps in the quality of care related to the pre-service training.
- Ensure the proper follow-up of interns enrolled in the mentorship program wherever they are.
- The consulting firm will ensure coordination in collaboration with RBC and Enabel team. At the district level, the coordination will be done by the Hospital level District Health Unit which includes hospital leaders (DG or clinical director) and at the health center level by the head of the health center and quality improvement committee.
- The same team of coordinators will ensure technical supervision and documentation of progress made while tracking mentorship-related indicators and organizing feedback to mentors and mentees for further improvement of quality management of maternal, neonatal and child health care.

5.6. Profile: Minimum requirements for the firm (to be used at the selection stage)

5.6.1. Minimum required profile for the consulting firm

The consulting firm should comply with the following:

- Have consulting and clinical mentorship services as core business (with a legal/ registration document to prove this);
- Have at least three (3) years of professional experience of providing successful mentorship services targeting healthcare institutions and/or professionals in Rwandan health facilities (proven by related certificates of satisfactory performance or any other relevant document);
- At least one similar assignment (mentorship/training of healthcare institutions and/or professionals) proven by related certificates of satisfactory performance or any other relevant document.

5.6.2. Team members' minimum required profile

The consulting firm should be able to propose a team of experienced obstetricians and Gynecologists, anesthesiologists, non-physician anesthetists, pediatricians, midwives and nurses and mental health specialists who will together ensure the provision of the management of maternal, neonatal nurses, nurses (instruments) and required expertise.

The consulting firm must present the list, full contacts and CVs, degree certificates and proof of experience of at least 9 Key staff composed of **one (1) team leader and eight (8) supervisors of mentors (to be selected) in different domains as described below:**

Minimum required profile of the key consultancy team members (min. 9 key experts for two key positions)

- **Team Leader – medical doctor (1)**
- **Supervisors (8)**
 - o Obstetricians and Gynecologists (2)
 - o Anesthesiologists (1)
 - o Pediatricians (2)
 - o Midwives or nurses (2)
 - o Mental Health Specialists (1)

A. Minimum required Qualification and experience of the Team Leader (1)

The role of the Team Leader is to coordinate the services requested, conduct the general management of the assignment, support other team members, ensure the quality of all mentorship and training provided and conduct reporting to Enabel.

The Team Leader must have the following technical and managerial expertise and skills:

- At least a have medical degree (M.D - Medical doctor) and hold a valid medical board certification (copies of degree/certificates to be provided);
- Proven management and leadership skills with at least two (2) similar assignments in training/mentorship/capacity building (proven by related certificates of good completion or employment records);
- At least three (3) years of experience in managing a team of supervisors and mentors composed by midwives, nurses' gynecologists/obstetricians, pediatricians, anesthetists, and neonatal and pediatrics nurses.
- Proven experience in planning, analysing data, monitoring and evaluation, and producing reports in the frame of a mentorship program with at least two (2) similar assignments in training/mentorship/capacity building whereby tasks related to planning, analysing data, monitoring and evaluation, and producing reports were involved (proven by related certificates of good completion or employment records);
- Good knowledge of Rwanda's medical environment, proven by **at least one (1) similar assignment performed as a team leader in Rwanda in this context.**
- Possess an advanced level of English writing and speaking, understanding Kinyarwanda will be an added value.

B. Minimum required Qualification and experience of the Supervisors (8)

The role of the Supervisors will be to supervise the selected mentors and the implementation of the mentorship in collaboration with Enabel and RBC to ensure that it reaches its objectives.

Obstetricians and Gynecologists (2)

- At least have a medical degree (M.D.) specialized in Obstetrics & Gynecology and hold a valid medical board certification (copies of degree/certificates to be provided).
- At least five (5) years of clinical experience in Obstetrics and Gynecology, including significant experience in managing high-risk pregnancies and performing complex procedures (proven by related certificates or employment records);
- At least three (3) years of experience in antenatal, intrapartum, and postnatal care; gynecological surgeries; and in using ultrasound machines (proven by related certificates or employment records) ;
- Have successfully completed at least one (1) similar assignment in clinical mentorship, proven by the related certificate of good completion or letters of employment if the trainer is a staff of the bidding organization.
- Must Have a working knowledge of both is a must.

Anesthesiologists (1)

- At least have a bachelor's degree in anesthesiology and hold a valid board certification in Anesthesiology (copies of degree/certificates to be provided);
- Minimum of five (5) years of experience in anesthesiology, with extensive experience in providing anesthesia for various surgical and obstetric procedures (proven by relevant certificates or employment records).

- Proficiency in anesthesia administration, management of anesthesia-related complications, and patient safety; strong leadership and clinical skills, with at least one similar assignment successfully performed and proven by its related certificate of good completion.

Pediatricians (2)

- At least have a medical degree (M.D.) specialized in Pediatrics and hold a valid board certification in Pediatrics (copies of degree/certificates to be provided);
- Minimum five (5) years of experience in pediatric care, including experience in neonatal care and managing complex pediatric cases (proven by related certificates of good completion or employment records);
- Must Have a working knowledge of both English and **French**.
- Knowledge of Kinyarwanda is a must.
- Proficiency in diagnosing and treating paediatric conditions; strong leadership and collaboration skills, with at least one similar assignment successfully performed and proven by its related certificate of good completion.

Midwives and/or nurses (2)

- Have at least an A1 Degree in midwifery or nursing (copies of degree/certificates to be provided);
- With Relevant midwifery and nursing professional certifications and Licenses.
- At least five (5) years of experience in midwifery, including experience in managing antenatal, delivery, and postnatal care; or a Minimum of five (5) years of experience in nursing, with experience in maternal and neonatal care. **Either experience should be proven by related certificates of good completion or employment records.**
- Proficiency in patient care, including monitoring, administering medications, and providing support in labor and delivery; strong organizational and communication skills; with at least one (1) similar assignment successfully performed in those fields proven by its related certificate of good completion
- Have proven management and leadership skills with at least three (3) working experiences in the field (proven by employment records or certificates)
- Must have a working knowledge of both English and French.
- knowledge of Kinyarwanda is a must

Mental Health Specialist (1)

- Have at least an AO Degree in Mental health or psychology (copies of degree/certificates to be provided);
- At least five (5) years of experience in mental health care, with experience in providing support to individuals facing perinatal or postpartum mental health challenges (proven by related certificates of good completion or employment records) ;
- With Relevant certifications or licenses in mental health or psychology.
- Expertise and professional experience of at least three (3) years in psychological counselling, mental health interventions, and integration of mental health services into broader care.
- Have a working knowledge of both English and French.
- Knowledge of Kinyarwanda is a must.

The consulting firm must present (during the presentation of the 1st deliverable: inception meeting) a list of selected mentors which is composed with at least one **mentor** per each targeted category **(1)Obstetricians and Gynecologists, (1)Pediatricians, (1)Midwives or nurses, (1)Mental health specialists)** and for midwives or nurses it must be at least one nurse or midwife for maximum two health centers **(which means a minimum of 36 midwives or nurses)** and these selected mentors must fulfil the requirements as recommended by RBC/MoH Clinical mentorship guideline¹⁹.

This team of selected champions will then be delegated to carry out mentorship in the health center of the hospital's catchment area.

5.6.3. Criteria for the selection of Mentors by the consulting firm (at the inception phase)

1. Obstetricians and Gynecologist:

- Medical doctor specialized in Obstetricians & Gynecologist and hold a valid board certification Have proven extensive knowledge and experience in obstetrics and gynecology with at least four (4) years of working experience in the field.
- Mentors should have extensive knowledge and a solid understanding of emergency protocols and interventions.
- They should have substantial hands-on experience in managing complex and emergency cases in obstetrics or Non-Communicable Diseases related to pregnancy
- Have a working knowledge of both English and/or French,
- Fluent in Kinyarwanda

2. Pediatricians

- Medical doctor with specialization in Pediatrics.
- Mentors should have extensive knowledge of neonatology, with a solid understanding of emergency protocols and interventions.
- They should have substantial hands-on experience in managing complex and emergency cases of neonatology or Non-Communicable Diseases.
- Have working knowledge of both English and/or French,
- Fluent in Kinyarwanda and French or English

3. Midwives or nurses

- Have at least an A1 or A0 Degree in Midwifery or nursing with Certificates/degree
- Be Accredited as a Continuing Professional Development (CPD) provider (with proof)
- Have proven experience of at least 3 years in the field where his/her assignments
- Have successfully completed at least 1 similar assignment in the past years, proven by a certificate of good completion or letters of employment
- Having working knowledge of both English and French, knowledge of Kinyarwanda is an added value
- Be a role model and champion of best practices within their own facility
- Being available, interested in clinical mentorship and committed to it
- Demonstrated ability to transfer knowledge and skills
- Have working knowledge of both English and/or French,
- Kinyarwanda is an added value

4. Mental Health Specialists

- Mental health by professional with Specialization (A1or A0) with certification or degree

- At least five years of experience in mental health care, with experience in providing support to individuals facing perinatal or postpartum mental health challenges.
- Relevant certifications or licenses in mental health or psychology.
- Expertise in psychological counselling, mental health interventions, and integration of mental health services into broader care.

5. Non-Physician Anesthetists

- Being a Non-Physician Anesthetists by professional with certification or Degree
- At least 5 years of experience in anesthesiology, including experience in administering anesthesia and managing anesthesia-related complications.
- Expertise in anesthesia techniques, patient monitoring, and crisis management; experience in training and supervising anesthesia staff.
- Relevant certifications or licenses in anesthesiology

6. Nurse or midwife for Health centers:

- AO/A1 nurses/Midwives with formal academic training and
- Have proven experience of at least 3 years in the field where his/her assignments
- Have successfully completed at least 1 similar assignment in the past years, proven by a certificate of good completion or letters of employment if the trainer is a permanent staff of the bidding organization
- Be a role model and champion of best practices within their own facility
- Being available, interested in clinical mentorship and committed to it
- Demonstrated ability to transfer knowledge and skills
- Fluent in speaking Kinyarwanda and English or French.

5.7. Initial training and initiation of mentors

After the identification of mentors, the provider will carry out training workshops before they can start practising clinical mentorship. The training will focus on the methodology for conducting mentorship, evaluation of mentees, and report on progress made as well as evaluation tools

5.8. Cost of the mentor's contribution to the implementation of the assignments

The contribution to the mentorship program must be a maximum of FRW 200,000 per day/ Mentor (and this must be included in the financial proposal of the Service provider), as regulated by the Dual Clinical Practices Policy (MoH, 2020) for health professionals working in the public health sector. The provider will precise the expected timing and planning to be used by mentors in his proposal

5.9. Ensuring the continuation and sustainability of the mentorship program.

At the end of the program, the Service provider will develop and submit the End Program Report including a list of validated mentees, implemented action research and findings, mentorship achieved, achieved results as well as sustainability and continuity plan.

5.10. Reporting and communication

All correspondence on the progress of the clinical mentorship will be done between the Service Provider, and Enabel- Health Management team and the Rwanda Biomedical Centre-MCCH Divisions.

Achieved results and Action research findings will be presented through technical working groups.

Publication of findings must get approval from RBC MCCH Division and Enabel Health Management team.

English will be used as the working and reporting language, and French and Kinyarwanda may be used when necessary, during the implementation (mentorship). The selected service provider will submit semester progress reports and detailed work plans at the end of each calendar Year counted from the starting of the related contract phase

The health facility leadership and district health management including NTA embedded in the districts will be copied on all these reports.

5.11. Contract management

The selected consulting firm shall work under the direct technical management of the Enabel TA Public Health base embedded in each of the four districts, Enabel Intervention Manager and RBC-MCCH Division (Contract Management Team). The Contract Management team will have frequent interactions with the health facility leadership, Teaching Hospital, mentors and mentees at various stages to brief them on the situation/assignment; agree on the process and clarify the deliverables; provide feedback and comments on intermediary products/reports; and track the progress made by the trainers.

The supervisors will evaluate the mentors' work and certify the delivery of work.

6 Forms

6.1 Identification forms

6.1.1. Natural person

To fill the form, please click here :

[https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c[lien])

I. PERSONAL DATA	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
JJ MM YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD PASSPORT DRIVING LICENCE② OTHER③	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?	BUSINESS (if applicable) NAME VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY
YES NO	
DATE	SIGNATURE

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country.

⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2. Legal person entity private/public legal body

To fill the form, please click here:

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

OFFICIAL		NAME			②
ABREVIATION					
MAIN REGISTRATION NUMBER③					
SECONDARY (if applicable)		REGISTRATION			NUMBER
PLACE OF MAIN REGISTRATION		CITY		COUNTRY	
DATE	OF	DD	MM	YYYY	REGISTRATION
VAT NUMBER					
OFFICIAL					ADDRESS
POSTCODE	P.O. BOX		CITY		
COUNTRY			PHONE		
E-MAIL					
DATE		STAMP			
SIGNATURE OF AUTHORISED REPRESENTATIVE					

- ① **Public law body WITH LEGAL PERSONALITY**, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② **National denomination and its translation in EN or FR if existing.**
- ③ **Registration number in the national register of the entity.**

6.1.3. Public law entity

To fill the form, please click here:

[https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd[lien])

OFFICIAL		NAME ^①	
BUSINESS (if different)		NAME	
ABREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT		
	NOT FOR PROFIT	NGO ^②	YES NO
MAIN REGISTRATION NUMBER ^③			
SECONDARY (if applicable)	REGISTRATION		NUMBER
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE	OF	DD	MM YYYY REGISTRATION
VAT NUMBER			
ADDRESS HEAD OFFICE			OF
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

^① National denomination and its translation in EN or FR if existing.

^② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

^③ Registration number in the national register of companies. See table with corresponding field denomination by country.

6.1.4. Subcontractors

Name and legal form	Address / Registered office	Object

6.2 Tender Forms – prices (LUMPSUM CONTRACT)

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, **given in euros and inclusive of VAT**.

	Unit	Unit price incl. WHT ^{20 21}	Quantity	Total incl. WHT ^{1 2}
1. Expert Fees				
Expert 1 – Team Leader	Person-day	€		€
Expert 2 - Obstetricians and Gynecologists (1)	Person-day	€		€
Expert 3- Obstetricians and Gynecologists (2)	Person-day	€		€
Expert 4 - Anesthesiologists	Person-day	€		€
Expert 5 – Pediatricians (1)	Person-day	€		€
Expert 6 – Pediatricians (2)	Person-day	€		€
Expert 7 - Midwives and/or nurses (1)	Person-day	€		€
Expert 8 - Midwives and/or nurses (2)	Person-day	€		€
Expert 9 - Mental Health Specialist	Person-day	€		€
Lumpsum cost for the selected mentors (refer to section 5.6.2. and 5.6.3): <ul style="list-style-type: none"> ○ (1) Obstetricians and Gynecologists, ○ (1) Pediatricians, ○ (1) Midwives or nurses, ○ (1) Mental health specialists) and ○ Midwives or nurses it must be at least one nurse or midwife for maximum two health canters (which means a minimum of 36 midwives or nurses) 		//		
SUB-TOTAL: incl. WHT and excl. VAT (A)				€

²⁰ Refer to the Rwanda Revenue Authority (RRA) link, publishing the double taxation agreements (DTA) for international bidders: https://www.rra.gov.rw/en/publications?tx_news_pi1%5Baction%5D=detail&tx_news_pi1%5Bcontroller%5D=News&tx_news_pi1%5Bnews%5D=1105&cHash=f71e9bc7ede752e64679f8c39e73871c

²¹ Refer to article 63 of the law N° 027/2022 of 20/10/2022, establishing taxes on income in if the recipient is not registered with the Tax Administration or is registered but does not have his/her previous income tax declaration. Rwanda. A tax of 15% shall be withheld on public tenders

WHT¹² to be retained at source: 15% of (A) for international bidders or DTA rates (B)		€
NET to be paid to the bidder (C) = (A-B)		€
VAT of 18% to be added on (A); for international bidders²² refer to the footnote (D)		€
SUB-TOTAL: incl. WHT and VAT (E) = (A+D)		€
2. Reimbursable Fees (if applicable)		
International travel costs	€	€
Visa costs	€	€
SUB-TOTAL (F)		€
GRAND TOTAL (G) = (E+F)		€

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

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

The confidential information and/or the information relating to technical, or business secrets is indicated clearly in the tender.

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

Certified true and sincere,

Done at, on

²² Refer to article 14 of the law N° 049/2023 of 05/09/2023, applying a reverse VAT of 18% to international bidders which will be retained and paid by Enabel.

6.3 Financial identification

7. <u>BANKING DETAILS</u>	
ACCOUNT NAME ²³	
IBAN ²⁴ & ACCOUNT NUMBER	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS OF BANK BRANCH		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

<u>ACCOUNT HOLDER'S DATA</u>		
AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

<u>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)</u>

<u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u>

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

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

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

²³ This does not refer to the type of account. The account name is usually the one of the account holders. However, the account holder may have chosen a different name to its bank account.

²⁴ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.4 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

- 1) The tenderer or one of its ‘directors[1]’ was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel’s Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel’s Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel’s exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2

- 8) If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

Certified true and sincere,

Handwritten original signature(s):

6.5 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public 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 businesses, organisations, etc. that have a direct or indirect link with Enabel (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 Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, 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 public contract, it is strictly forbidden to the public contractor (i.e. members of the 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 public contract, regardless of their hierarchical rank.
- Any (public) 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 comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor 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.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

6.6 Selection file – economic and financial capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In the past three financial years, the tenderer must have achieved a total turnover of at least the value of the tender. He shall include in his tender a statement on turnover during the three past financial years unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).</p>	<p>The statement on the total turnovers achieved during the past three financial years</p> <p>The TOTAL required turnover is at least “the value of the tender.</p>
<p>The tenderer must also provide evidence of his financial solvability. This financial capacity will be evaluated based on the approved Financial Statements of the last three years.</p> <p>For individual undertakings, it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date).</p> <p>In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant, or the registered auditor will do.</p> <p>Non-Belgian enterprises must also attach to their tender their approved Financial Statements for the last three financial years or a document listing all assets and liabilities of the enterprise.</p> <p>In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.</p>	<p>Provisions of the Financial Statements documents approved by the competent organ/Authority, for the last 3 years.</p>

6.7 Selection file – technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18.04.2017	
<p>The tenderer shall dispose of staff that can perform the contract properly.</p> <p>The tenderer shall include in his tender an overview of staff that will be used for the performance of the contract. In this document, the tenderer lists the staff members' degrees as well as their professional qualifications and experience.</p>	<p>PROVIDE an overview of staff that will be used for the performance of the contract with their documents (CV, Certificates proving their qualification and previous experience).</p> <p>(Please refer to the minimum requirement- for the key staff/team member in the Tor's – point 5.6.2)</p>
<p>The tenderer must present his previous experience with the following minimum requirements.</p> <ul style="list-style-type: none"> • Have consulting and clinical mentorship services as a core business (with a legal/ registration document to prove this). • Have at least three (3) years of professional experience in providing successful mentorship services targeting healthcare institutions and/or professionals in Rwandan health facilities (proven by related certificates of satisfactory performance or any other relevant document). • At least one similar assignment (mentorship/training of healthcare institutions and/or professionals) proven by related certificates of satisfactory performance or any other relevant document. <p>The tenderer includes in his tender a list of the main services that have been delivered over the past ten (10) years including the amount and date as well as the public or private recipients. Service delivery is demonstrated by certificates drawn up or approved by the competent authority or, where the client was a private purchaser, by certification of the private purchaser, or by default, by a simple statement of the service provider.</p>	<ul style="list-style-type: none"> • Company profile and list of similar assignments as required on section 5.6.1 • (Refer to point 5.6.1 of the TD – minimum required profile for the Consulting firm)
<p>An indication of the proportion of the contract which the service provider intends possibly to subcontract.</p>	<p>If sub-contracting is applicable – to be indicated</p>
<p>an indication of the proportion of the contract which the service provider intends possibly to subcontract.</p>	

Overview of the documents to be submitted – to be completed exhaustively

6.8 Power of attorney

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

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

6.9 Incorporation certificate

The tenderer shall include in his tender the **incorporation certificate/trading license**²⁵ from the competent authority.

6.10 VAT Registration certificate

6.11 Non-Bankruptcy certificate

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

At the latest before award, the Bidder must provide a certification²⁵ from the competent authority stating that he is **in order with his obligations with regard to the payments of social security contributions** that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the **2nd Term of 2024**.

6.13 Certification of clearance with regard to the payments of applicable taxes

At the latest before award, the bidder must provide a **recent certification**²⁵ (up to 6 months) from the competent authority stating that the bidder is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

6.14 List of similar assignments.

Bidder must provide in his bid the list of the **main similar services (min. 1) performed in the last 3 years (in mentorship/training of healthcare institutions and/or professionals)**, 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 delivering those services.

Description of the main similar services performed	Delivery places	Amount involved	Relevant dates in the last 3 years	Name of the Client

²⁵ In case of a consortium or a temporary association, the required certificates must be submitted for all members of the consortium.

6.15 Certificates of completion

For each of the listed projects (minimum 1), the tenderer must provide in his offer **the related certificates of good completion** (statement or certificate without major reservation) approved by the entity which awarded the contract.

6.16 Annexes

6.16.1. GDPR clauses (in case of contractor who will process personal data)

This annex is to be used if the tenderer is a sub-contractor in the sens of GDPR regulations, a natural or legal entity that processes personal data on behalf of Enabel.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1. AGREEMENT on the Processing of personal data (GDPR)

BETWEEN:

The contracting authority: Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels, Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Represented by: [.....],

Hereinafter referred to as 'the contracting authority' or 'personal data controller'.

AND:

The contractor: [.....], with its registered office at [.....], and which is registered with the Crossroad Bank for Enterprises under number [.....],

Represented by: [.....],

in accordance with Article [.....] of the statutes of the company,

Hereinafter referred to as 'the contractor' or 'processor'.

The contracting authority and the contractor are referred to separately as a 'Party' and are jointly referred to as the 'Parties'.

Preamble

By decision of the [.....], the contractor was awarded a public contract in accordance with Tender Specifications no. [.....].

The needs of this public contract involve the processing of personal data within the meaning of the Belgian law on the protection of natural persons with regard to the processing of personal data and of European Regulation 2016/679 (GDPR).

The purpose of this amendment is to comply with the requirements of Article 28 of the GDPR.

The public contract conditions are not otherwise derogated, particularly in terms of the time frame and value of the public contract awarded.

Article 1: Definitions

- 1.1. Terms such as ‘process’/‘processing, ‘personal data,’ ‘personal data controller,’ ‘processor’ and ‘personal data breach’ must be interpreted in light of data protection legislation. ‘Data protection legislation’ refers to any regulation of the European Union and/or its Member States, including, without being limited to laws, directives and regulations for the protection of personal data, in particular European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

Article 2: Subject-matter of the Agreement

- 2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.
- 2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.
- 2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.
- 2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:
 - a) Personal data processing activities;
 - b) The categories of personal data processed;
 - c) The categories of stakeholders to which the personal data of the contracting authority’s relate;
 - d) The purpose of the processing.
- 2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.
- 2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.
- 2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

Article 3: Instructions of the contracting authority

- 3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.
- 3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.
- 3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.
- 3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

Article 4: Assistance to the contracting authority

- 4.1. **Legal conformity** The contractor assists the contracting authority in accordance with its obligations under the Regulation, taking into account the nature of the processing and the information available to the contractor.
- 4.2. **Personal data breach** In the case of a personal data breach in relation to processing under this Agreement, the contractor must without undue delay after having become aware of it notify the personal data breach to the contracting authority.

At the very least, this notification should include the following information:

- (a) Nature of the personal data breach;
- (b) The categories of personal data;
- (c) The categories and approximate number of data subjects concerned;
- (d) The categories and approximate number of personal data records concerned;
- (e) The likely consequences of the personal data breach;
- (f) The measures taken or proposed to be taken by the contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor is required to remedy the negative consequences of a data breach as quickly as possible or to minimise other potential consequences. The contractor will immediately implement all remedies requested by the contracting authority or the relevant authorities to remedy any data breach or other non-compliance and/or mitigate the risks associated with

these events. The contractor will have to cooperate at all times with the contracting authority and observe its instructions in order to enable it to carry out an appropriate investigation into the data breach, formulate a correct response and then take appropriate action.

- 4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying out the data protection impact assessment in accordance with Article 35 of the Regulation.

Article 5: Obligations of the contractor/processor

- 5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.
- 5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.
- 5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.
- 5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.
- 5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.
- 5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).
- 5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the obligations of this Agreement and ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.
- 5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

Article 6: Obligations of the contracting authority/controller

- 6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.

- 6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

The point of contact of the contracting authority is: dpo@enabel.be

- 6.3. The contracting authority guarantees that it will not issue any instructions, guidance or requests to the contractor who does not comply with the provisions of the Regulation.
- 6.4. The contracting authority provides the necessary assistance to the contractor and/or his or her subsequent subcontractors to comply with a request, order, investigation or subpoena addressed to the contractor or his subsequent subcontractor(s) by a competent government or judicial authority.
- 6.5. The contracting authority guarantees that it will not instruct, guide or ask the contractor to compel the contractor and/or his subsequent subcontractor(s) to violate any obligation imposed by the applicable mandatory national legislation to which the contractor and/or his subcontractor(s) are subject.
- 6.6. The contracting authority ensures that it will cooperate in good faith with the contractor in order to mitigate the negative effects of a security incident affecting the personal data processed by the contractor and/or his subsequent contractor(s) on behalf of the contracting authority.

Article 7: Use of subsequent subcontractors/processors

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR²⁶.
- 7.2. The contractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The contracting authority disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.
- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GPDR and assures the rights of the data subject concerned.

²⁶ To be adapted in accordance with Tender Specifications.

- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.

- 7.5. Where the subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of the subsequent subcontractor's obligations.
- 7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

Article 8: Rights of the data subject concerned

- 8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.
- 8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:
- The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;
 - The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;
 - The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.
- 8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

Article 9: Security measures

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.
- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

- 10.1. The contractor acknowledges that the contracting authority is under the supervision of one Supervisory Authority or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contracting authority's regular office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.
- 10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.
- 10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.

- 10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.
- 10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.
- 10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

Article 11: Transfers to third parties

- 11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.
- 11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

Article 12: Transfer outside the EEA

- 12.1. The contractor will process personal data from the contracting authority only in a location in the EEA.
- 12.2. The contractor shall not process or transfer the personal data of the contracting authority, or process them himself or through third parties, outside the European Union, unless after express and explicit prior authorisation from the contracting authority.

The contractor will have to ensure that no access to the personal data of the contracting authority by a third party in any way leads to the transfer of these data outside the European Union.

Article 13: Behaviour towards national government and judicial authorities

- 13.1. The contractor will immediately notify the contracting authority of any request, injunction, investigation or subpoena of a competent national government or judicial authority addressed to the contractor or its subsequent subcontractor(s) that involves the disclosure of personal data processed by the contractor or a subsequent subcontractor for and on behalf of the contracting authority or any data and/or information relating to that processing.

Article 14: Intellectual property rights

- 14.1. All intellectual property rights relating to personal data and databases containing such personal data are reserved for the contracting authority, unless otherwise agreed between the Parties.

Article 15: Confidentiality

- 15.1. The contractor undertakes to guarantee the confidentiality and processing of personal data.
- 15.2. The contractor ensures that employees or subsequent subcontractors authorised to process personal data have committed to conducting the processing confidentially and are also bound by a contractual obligation of confidentiality.

Article 16: Liability

- 16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.
- 16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.
- 16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.
- 16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

- 17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.
- 17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.
- 17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

Article 18: Mediation and competence

- 18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:
 - To refer the dispute to mediation with an independent person
 - To refer the dispute to the courts of the place of establishment of the contracting authority
- 18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.

19.1. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus, agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name: [.....]

Name: [.....]

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor²⁷

1. Processing activities carried out by the subcontractor

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

2. The categories of personal data that the subcontractor will process on behalf of the controller (where applicable (* indicate as appropriate)).

- Personal identification data (e.g. name, address and telephone, etc.)
- Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- Biometric identification data (e.g. fingerprints, iris scan, etc.)

²⁷ To be filled out by the contracting authority and the contractor.

- Copies of identity documents
- Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- Physical data (e.g. height, weight, etc.)
- Habits of life
- Psychological data (e.g. personality, character, etc.)
- Family composition
- Leisure and interests
- Memberships
- Consumption habits
- Education and training
- Career and occupation (e.g. function, title, etc.)
- Images/photos
- Sound recordings
- National Social Security Register Number/Identification Number
- Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- Other categories of data, <Describe>

3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)

- Special categories of personal data (Art. 9 GDPR)
 - Data revealing racial or ethnic origin
 - Data concerning sexual orientation
 - Political opinions
 - Trade union membership
 - Religious or philosophical beliefs
- Data concerning health (Art. 9 DGPR)
 - Physical health
 - Mental health
 - Risk situations and risk behaviours
 - Genetic data

- Healthcare data
- Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
 - DNA data

4. The categories of data subjects concerned (*indicate as appropriate)

- (Potential)/(former) clients

If yes, <describe>

- Applicants and (former) employees, interns, etc.

If yes, <describe>

- (Potential)/(former) suppliers

If yes, <describe>

- (Potential)/(former) (business) partners

If yes, <describe>

- Other category

If yes, <describe>

5. Extent of processing (number of records/number of data subject concerned)

<Describe>

6. Period of use and period for which the (various categories of) personal data are stored:

<Describe>

7. Processing place

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

8. Use of subsequent subcontractors/processors:

<Describe>

9. Contact details of the responsible contact person at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name: ²⁸	
Title:	
Telephone number:	
E-mail:	

10. Contact details of the responsible contact person at the processor's:

Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

²⁸ Identify the person responsible of the project/department/other as appropriate

Annexe 2: Security of processing²⁹

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.³⁰

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]

²⁹ To be filled out by contractor

³⁰ Consideration 81 of the GDPR