

STANDARD PROCUREMENT DOCUMENT

**STANDARD REQUEST FOR
PROPOSALS
FOR THE
SELECTION OF CONSULTANTS**

IN PROJECTS WITH FINANCING FROM IFE / KFW

PROCUREMENT METHOD: NATIONAL COMPETITIVE BIDDING

Submitted in August 2022

PROJECT: ENHANCING PRIVATE SECTOR INVESTMENT TO CREATE DECENT JOBS IN THE HEALTH SECTOR; IMPROVING CAPACITY OF HEALTH WORKERS TO DELIVER QUALITY HEALTH CARE IN RWANDA

REQUEST FOR PROPOSALS

FOR

Consulting Services for Conducting an Environmental and Social Impact Assessment (ESIA) and Environmental and Social Management Plan (ESMP) on 80 Health Posts in Rwanda]

Employer: *SOCIETY FOR FAMILY HEALTH (SFH) RWANDA*

CONSULTANCY TENDER REFERENCE NO. [004/ ESMP AND ESIA STUDIES / IFE-RWA-C1-0163/ 01/SFH/2022]

AUGUST 2022

CONTENTS

Section	Page
INVITATION FOR BID.....	5
PART 1 – TENDERING PROCEDURES	6
SECTION I. INSTRUCTIONS TO CONSULTANTS.....	7
A. GENERAL PROVISIONS.....	9
B. PREPARATION OF PROPOSALS.....	12
C. SUBMISSION, OPENING AND EVALUATION.....	16
D. NEGOTIATIONS AND AWARD.....	20
SECTION II. DATA SHEET.....	22
SECTION III. TECHNICAL PROPOSAL – STANDARD FORMS.....	26
SECTION IV. FINANCIAL PROPOSAL - STANDARD FORMS.....	32
SECTION V. ELIGIBILITY CRITERIA	39
SECTION VI. IFE / KFW POLICY – SANCTIONABLE PRACTICE – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY.....	41
PART 2 – TERMS OF REFERENCE	43
SECTION VII. TERMS OF REFERENCE.....	44
ACRONYMS AND ABBREVIATIONS.....	46
BACKGROUND.....	47
OBJECTIVES OF THE ASSIGNMENT.....	47
RELEVANT STANDARDS AND LEGAL REQUIREMENTS.....	48
SCOPE OF WORK.....	48

DELIVERABLES	61
SCHEDULE	61
STAFF AND QUALIFICATION	61
ADMINISTRATIVE DOCUMENTS THAT ARE A MUST TO SUBMIT IN ORDER TO PREQUALIFY TO TECHNICAL EVALUATION STAGE. ANY MISSING DOCUMENTS WILL DISQUALIFY YOUR BID.	64
ANNEXES: TABLE OF CONTENT	65
PART 3 – CONTRACT FORM.....	70
SECTION VIII. CONTRACT FOR CONSULTING SERVICES	70
CONSULTING CONTRACT	71
PREAMBLE	1
GENERAL CONDITIONS	1
GENERAL PROVISIONS	1
THE EMPLOYER.....	9
THE CONSULTANT.....	11
COMMENCEMENT, COMPLETION, AMENDMENT AND TERMINATION OF THE SERVICES	13
REMUNERATION	16
LIABILITY	19
INSURANCE AGAINST LIABILITY AND DAMAGES / GUARANTEES	20
DISPUTES AND ARBITRATION PROCEDURE.....	21
PART II: SPECIAL CONDITIONS	22
LIST OF ANNEXES.....	28

INVITATION FOR BIDS

Project title: **ENHANCING PRIVATE SECTOR INVESTMENT TO CREATE DECENT JOBS IN THE HEALTH SECTOR; IMPROVING CAPACITY OF HEALTH WORKERS TO DELIVER QUALITY HEALTH CARE IN RWANDA**

Country: **Rwanda**

Date: **August 2022**

NCB no: **RWA-C1-0163/ 01/SFH/2022**

Dear Concern,

SFH-Rwanda has received financing from the **Facility Investing for Employment (IFE)**, which is an investment facility created by KfW Development Bank (KfW) on behalf of the German Federal Ministry for Economic Cooperation and Development (BMZ) as an integral part of the Special Initiative on Training and Job Creation, is cooperating with KfW under an investment for jobs project and intends to apply part of the proceeds toward payments under the contract for which tender is issued. This contract will be jointly financed by Investing for Employment) GmbH and SFH-Rwanda. Bidding process will be governed by the SFH-Rwanda.

SFH-Rwanda now invites Proposals to provide the following consulting services (hereinafter called "Services"): Consulting services for conducting an Environmental and Social Impact Assessment (ESIA) and Environmental and Social Management Plan (ESMP) on 80 health posts in Rwanda.

Bidding will be conducted by means of the National Competitive Bidding procedure with qualification as specified in the "Procurement Procedures for Recipients" from the facility Investing for Employment (IFE) and/or in KfW's Procurement Guidelines ("KfW Guidelines").

Interested eligible Bidders may obtain further information from Kakuru Godfrey, +250788300821.

A complete set of bidding documents is available to interested Bidders at SFH-Rwanda, King Faisal Hospital Road, Plot No: 233, KG 501 Street, Kacyiru, Kigali-Rwanda. Also, you can request by email to procurement@sfhrwanda.org to have the access to the e-files that are downloadable.

The bidding documents received from the Purchaser are not transferable.

Bids must be delivered to the address indicated above on or before 15th September 2022 at 11H00 Rwandan time; Hand delivered at SFH Rwanda Reception.

Late Bids will be rejected.

Bids will be opened on 15th September 2022 at 11H30 in SFH Rwanda conference Room in a public session in the presence of the Bidders' designated representatives.

PART 1 – TENDERING PROCEDURES

Section I. Instructions to Consultants

[This Section 1 - Instructions to Consultants (ITC) shall not be modified. Any changes needed to address specific country and project conditions, to supplement, but not over-write, the provisions of the ITC, shall be introduced through the Data Sheet only.]

Table of Contents

A. GENERAL PROVISIONS	9
1. Scope of Proposals and Definitions.....	9
2. Source of Funds, Responsibilities	10
3. Sanctionable Practice	10
4. Eligible Consultants and Eligible Materials, Equipment, and Services	11
5. Conflict of Interest.....	11
6. Unfair Competitive Advantage.....	12
B. PREPARATION OF PROPOSALS	12
7. General Considerations.....	12
8. Cost of Preparation of Proposal	13
9. Language	13
10. Documents Comprising the Proposal.....	13
11. Only One Proposal, Sub-Consultants, Key Experts	13
12. Proposal Validity	13
13. Clarification and Amendment of RFP	14
14. Preparation of Proposals – Specific Considerations	14
15. Technical Proposal Format and Content.....	15
16. Financial Proposal	15
C. SUBMISSION, OPENING AND EVALUATION.....	16
17. Submission, Sealing, and Marking of Proposals.....	16
18. Confidentiality	17
19. Opening of Technical Proposals	17

20. Proposals Evaluation	18
21. Evaluation of Technical Proposals	18
22. Opening and Evaluation of Financial Proposals.....	18
23. Evaluation of Financial Proposals.....	19
24. Taxes	19
25. Conversion to Single Currency.....	19
26. Combined Evaluation of Technical and Financial Proposals	19
27. Qualification of the Consultant	20
28. Employer’s Right to Reject All Proposals	20
D. NEGOTIATIONS AND AWARD	20
29. Negotiations	20
30. Conclusion of Negotiations.....	21
31. Award of Contract, Information of Consultants	21

Section I. Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

- 1.1 The Employer named in the **Data Sheet** intends to select a consultant from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 Throughout these Request for Proposal the following definitions apply:
- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Rwanda, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
 - (c) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms “Consultant” and “Bidder” are used in this document interchangeably.
 - (d) “Contract” means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
 - (e) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
 - (f) “Day” means a calendar day.
 - (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by IFE in case of an agency contract.
 - (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
 - (i) “Government” means the government of the Rwanda.
 - (j) “Guidelines” means “Procurement Procedures for Recipients” from the facility Investing for Employment (IFE) and/or Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries.
 - (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
 - (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
 - (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance

of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's **Proposal**.

- (n) "LOI" (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "RFP" means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (r) "Sub-consultant" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) "TOR" (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants' expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called "funds") from the Facility Investing for Employment (hereinafter called "the IFE") towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.

2.2 The procurement process is the responsibility of the Employer. IFE shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. IFE exercises its monitoring function based on the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for IFE's approval and no objection. No contractual relationship between IFE and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 IFE requires compliance with its policy regarding Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit IFE or an agent appointed by IFE to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by IFE.

4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3 — or a combination of such entities in the form of a joint venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement, in accordance with ITC 11.2. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Consultant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. Unless specified in the **Data Sheet**, there is no limit on the number of members in a JV.

4.2 It is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 IFE / KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to prequalified Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the IFE may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of IFE and has been fully resolved to the satisfaction of IFE;
- (b) have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of IFE and resolved to its satisfaction;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the PEA;
- (d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;

- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that
 - (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any **Proposal**, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).
- 11. Only One Proposal, Sub-Consultants, Key Experts**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one **Proposal**, all such **Proposals** shall be rejected. Sub-consultants may participate in more than one Proposal unless ITC 11.2 applies and if not otherwise stipulated in the **Data Sheet**..
- 11.2 A Sub-consultant whose qualification was taken into account during the prequalification phase along with the one of a Consultant shall only participate in the Proposal of this Consultant. The latter shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.
- 11.3 Individuals¹ (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.
- Extension of Validity Period
- 12.3 The Employer will make its best effort to complete the evaluation within the **Proposal's** validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

¹ An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

- 12.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.
- Substitution of Key Experts at Validity Extension
- 12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
- 12.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 12.8 Substitution requests shall not delay the evaluation process.
- Sub-Contracting
- 12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the **Proposal** submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.
- 13.1.2 If the amendment is substantial, the Employer may extend the **Proposal** submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals – Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 To establish that the Consultant continues to meet the eligibility and qualification criteria used at the time of prequalification, the Consultant shall submit the Form E/QUAL, as stipulated in the Section 3 – Technical Proposal Forms, and updated information on any assessed aspect that changed from that time.
- 14.1.2 If a shortlisted Consultant considers that associating with other Consultants in the form of a Joint Venture or as Sub-consultants may enhance its expertise for the assignment, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants with prior approval of the Employer, and only if sufficient competition continues to be guaranteed. Association with a non-shortlisted Consultant shall be subject to approval of the Employer. When associating with non-

shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be the Lead Consultant. If shortlisted Consultants associate with each other, any of them can be the Lead Consultant.

14.1.3 The Employer may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Employer's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.

14.1.4 If so required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.

14.1.5 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost-based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

16. Financial Proposal

16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII) and taking into account the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in Section IV.

Price Adjustment

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates shall apply in line with the provisions stated in the **Data Sheet**.

Taxes

16.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in Rwanda, unless they are exempted from such payments. The details of the applicable regime are indicated in the **Data Sheet**. In any case taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Experts outside the Rwanda shall be considered to be included in the overhead fees..

Currency of Proposal

16.4 The Consultant may express the price for its Services in RWF unless otherwise stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

Currency of Payment and Payment Conditions	<p>16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p> <p>16.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the Data Sheet.</p>
Contributions by the Employer	<p>16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:</p> <p style="padding-left: 40px;">16.7.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project.</p> <p style="padding-left: 40px;">16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs.</p> <p style="padding-left: 40px;">16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses.</p> <p style="padding-left: 40px;">16.7.4 provide other contributions as stipulated in the Data Sheet.</p>

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by hand.

17.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.

17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

17.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment] ", reference number, name and address of the Consultant, and with a warning "Do Not Open until 15th September 2022 at 11H30 in SFH Rwanda conference Room]."

17.6 Similarly, the original and all copies of the Financial Proposal (for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open with The Technical Proposal."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before 15th September 2022 at 11H00 of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

17.10 The Consultant (*in Case*) may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

19. Opening of Technical Proposals

19.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 19.4.

19.2 The Employer's evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. One member of the Evaluation committee shall not be staff from the Employer's administration or organisation. However, if a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 19.4

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (iv) any modifications to

the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 The evaluation of the Technical Proposals shall be conducted in conformity with the provisions below. The report shall include all clarifications with Consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 19.2.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

20.3 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

20.4 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

21. Evaluation of Technical Proposals

21.1 The Employer shall evaluate the Technical Proposals on the basis of the criteria and point system set out in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 22.1. If specified in the **Data Sheet** a minimum score may be applied not only to the overall technical score but also to the achievement of the ESHS minimum score.

21.2 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
- d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

22. Opening and Evaluation of Financial Proposals

22.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 21.1 shall be opened.

22.2 The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.

23. Evaluation of Financial Proposals

Time Based contracts

23.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

23.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum contracts

23.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

23.4 Notwithstanding the above, the offered price may be adjusted for reimbursable items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. Reimbursable items will be either considered or not considered for all Bidders.

23.5 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 23.2 and ITC 23.3.

24. Taxes

24.1 The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in Rwanda, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.

25. Conversion to Single Currency

25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

26. Combined Evaluation of Technical and Financial Proposals

26.1 The Proposal Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the **Data Sheet**.

26.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

- 27. Qualification of the Consultant**
- 27.1 The Employer shall determine to its satisfaction whether the Consultant, whose Proposal has achieved the highest Proposal score in accordance with ITC 26.1 continues to meet the eligibility and qualifying criteria specified at the prequalification stage. The determination shall be based upon an examination of Form E/QUAL as provided in Section 3, Technical Proposal Forms.
- 27.2 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event the Employer shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant's eligibility and qualifications to perform satisfactorily.
- 28. Employer's Right to Reject All Proposals**
- 28.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants

D. Negotiations and Award

- 29. Negotiations**
- 29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.
- 29.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.
- Availability of Key Experts
- 29.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.
- 29.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- Technical Negotiations
- 29.5 The scope of the contract negotiations shall be limited to the following points:
- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
 - b) clarifying any counterpart services to be provided by the Employer
- Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.
- Financial Negotiations
- 29.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

29.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

30. Conclusion of Negotiations

30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Employer and the Consultant's authorized representative.

30.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

31. Award of Contract, Information of Consultants

31.1 After completing the negotiations with the Consultant the Employer shall promptly inform all shortlisted Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

31.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

31.3 Subject to IFE's no-objection to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet

["Notes to Employer" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they shall be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1.1	<p>The name of the Employer is <i>Society for Family Health (SFH) Rwanda</i>.</p> <p>The method of selection is <i>The quality - cost based selection method attributing 80 % weight to the Technical Proposal and 20 % to the Financial Proposal is the standard method. If fixed budget selection is applied attributing 100 % weight to the Technical Proposal and 0 % to the Financial Proposal as bidders offer their services for the same fixed budget.</i></p>
1.2 (c)	Please note that the country of the Applicable Law is Rwanda in the RFP and in the contract shall then be the same.
1.3	<p>The name of the assignment is [Conducting an Environmental and Social Impact Assessment (ESIA) And Environmental and Social Management Plan (ESMP) On 80 Health Posts in Rwanda].</p> <p>"The prerequisites for disbursements for this assignment are not yet finalized. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment."</p>
1.4	A pre-proposal conference "will not" be held.
1.5	The Employer will provide the following inputs to facilitate the preparation of the Proposals: <i>relevant project data in writing to SFH</i>
6.	In case of any preparatory studies for the assignment or other data, prepared by a bidder and is advantageous to all bidders, it shall be made available to all other bidders of SFH Rwanda website.
B. Preparation of Proposals	
9.1	<p>Proposals shall be accepted in the <i>English</i> language, which shall be the governing language of the Contract.</p> <p>All correspondence exchange shall be in <i>English</i> language.</p>
10.1	<p>The Proposal shall submit in two envelopes comprise the following documents:</p> <p>Technical Proposal Envelope:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 Technical Proposal Submission Form (3) TECH-2 Declaration of Undertaking (4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff (5) TECH-4 Description of the Approach, Methodology, and Work Plan (6) TECH-5 Work Schedule

	<p>(7) TECH-6 Personnel Schedule (8) E/QUAL</p> <p>Financial Proposal Envelope: (1) FIN-1 Financial Proposal Submission Form (2) FIN-2 Financial Proposal – Cost Breakdown</p>
11.1	Sub-consultants “ <i>may not</i> ” participate in more than one Proposal.
11.3	Individuals “ <i>may not</i> ” participate in more than one Proposal <i>participate as Key Experts in more than one Proposal.</i>]
12.1	Proposals shall remain valid for <i>90 days</i> after the Proposal submission deadline.
13.1	<p>The deadline for clarifications by consultants is 2 days prior to the submission date of 15th September 2022 at 11H00 as per Clause 17.9</p> <p>Clarifications requests shall be addressed to Executive Director, SFH Rwanda, P.O. Box 3040 Kigali, Rwanda; Plot No: 233, KG 501 Street, Kacyiru, Gasabo District, Kigali by Hand delivery of bids at SFH Rwanda Reception</p> <p>Email for Clarification or inquiry: procurement@sfrwanda.org</p>
14.1.3	N/A
14.1.4	<p>“The Consultant’s Proposal shall include the minimum Key Experts’ time-input of [<i>number of person-months</i>].</p> <p>For the evaluation and comparison of Financial Proposals only: if a Technical Proposal is based on a lower time-input than the minimum time-input indicated above, the total amount indicated in the Financial Proposal (TECH-1) shall be adjusted as follows:</p> $F_2 = F_1 + (T_r - T_1) * R_{max}$ <p>where,</p> <p>F₂ is the adjusted amount of the Financial Proposal; F₁ is the original amount of the Financial Proposal; T_{min} is the minimum time-input required in accordance with ITC 14.1.3; T₁ is the time-input offered in the Technical Proposal. R_{max} is the highest remuneration rate for a Key Expert offered in the Financial Proposal.</p> <p>Proposals based on a higher time-input than the required minimum time-input shall not be adjusted.”]</p>
14.1.5 and 26.1	
16.1	<p>The contract period shall be contract period.</p> <p>“<i>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a time-based basis.</i>”</p>

16.2	<p><i>Unit prices expressed in local currency Rwandan Francs RWF:</i></p> <p>“The following method shall apply to the adjustment of unit prices in “local currency RWF”. The rates shall be fixed for the contract period as per ITC 16.1 or for a period of [should not exceed “12 months”] For services beyond this period, the rates shall be adjusted as follows:</p> $P_n = P_o * (0.15 + 0.85 * I_n / I_o) \quad \text{where,}$ <p>P_n = new revised unit price P_o = original unit price valid at the date of expiry of the Proposal Validity as per ITC 12 or in case of consecutive amendments at the date of expiry of the fixed rate period of the previous amendment I_n = new index prevailing one month after expiry of the fixed rate and which shall be valid for 12 (twelve) month. If no official index is available at this time the latest available index before this date shall be used I_o = original index applicable at the date of the original unit price above.</p> <p><i>I is defined as the [insert the source of the adjustment index, such as the Index of the living costs in Rwanda as published by the National Institute of Statistics of Rwanda</i></p>
16.3	<p>For the calculation of the Financial Proposal the following provisions regarding taxes and public duties in the Rwanda (only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context e.g. VAT or withholding tax on revenue or income generated through the Contract) apply:</p> <p>For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside Rwanda, shall be included in the overhead cost calculation and will not be subject to any separate remuneration.</p> <p>SFH Rwanda provides this information on tax obligations in Rwanda to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.</p>
16.4	The Financial Proposal “shall” state local costs in the Rwandan currency.
16.6.4	N/A
C. Submission, Opening and Evaluation	
17.4	<p>The Consultant shall submit the Proposal as follows:</p> <p>(a) Technical Proposal: one (1) original and [TWO] copies, each as hard copy.</p> <p>(b) Financial Proposal: one (1) original and [TWO] copies, each as hard copy.</p>
17.9	<p>The deadline for the submission of Proposals shall be 15th September 2022 at 11H00].</p> <p>The original of the Proposal shall be submitted by Hand delivery of bids at SFH Rwanda address; P.O. Box 3040 Kigali, Rwanda; Plot No: 233, KG 501 Street, Kacyiru, Gasabo District, Kigali Attention to: Manasseh GIHANA WANDERA, Executive Director,</p> <p>Reception Telephone for guidance/ directions: +250-78830685;</p>

19.1	The opening of the Proposals will take place 15th September 2022 at 11H30, and at SFH Rwanda Conference Room]																																																		
19.2	“The Employer’s evaluation committee <i>SFH Internal Tender Committee</i> is composed of <i>President from Administration, Vice President from Human Resources Depart; Member from Programs; Secretary of the committee is from Procurement and other Rotational member from the Requesting Department “User of the Project”</i> . <i>ITC members all reporting to the Executive Director</i>																																																		
21.1	<p>The technical evaluation shall be carried based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.</p> <table border="1" data-bbox="407 537 1511 1276"> <tr> <td data-bbox="407 537 526 594">1.</td> <td data-bbox="526 537 1360 594">Concept and methodology</td> <td data-bbox="1360 537 1438 594"></td> <td data-bbox="1438 537 1511 594">35</td> </tr> <tr> <td data-bbox="407 594 526 651">1.1</td> <td data-bbox="526 594 1360 651">Clarity and completeness of the tender</td> <td data-bbox="1360 594 1438 651">5</td> <td data-bbox="1438 594 1511 651"></td> </tr> <tr> <td data-bbox="407 651 526 737">1.2</td> <td data-bbox="526 651 1360 737">Critical analysis of the project objectives and the Terms of Reference (TOR)</td> <td data-bbox="1360 651 1438 737">10</td> <td data-bbox="1438 651 1511 737"></td> </tr> <tr> <td data-bbox="407 737 526 793">1.3</td> <td data-bbox="526 737 1360 793">Proposed concepts and methods</td> <td data-bbox="1360 737 1438 793">20</td> <td data-bbox="1438 737 1511 793"></td> </tr> <tr> <td data-bbox="407 793 526 879">2.</td> <td data-bbox="526 793 1360 879">Qualifications of proposed staff [CVs and Educational Background)</td> <td data-bbox="1360 793 1438 879"></td> <td data-bbox="1438 793 1511 879">65</td> </tr> <tr> <td data-bbox="407 879 526 936">2.1</td> <td data-bbox="526 879 1360 936">Team leader / project manager</td> <td data-bbox="1360 879 1438 936">30</td> <td data-bbox="1438 879 1511 936"></td> </tr> <tr> <td data-bbox="407 936 526 993">2.2</td> <td data-bbox="526 936 1360 993">Other Key staff to be employed on the project</td> <td data-bbox="1360 936 1438 993">30</td> <td data-bbox="1438 936 1511 993"></td> </tr> <tr> <td data-bbox="407 993 526 1079">2.3</td> <td data-bbox="526 993 1360 1079">Personnel in the home office who will monitor and control the team, and provide back-up services</td> <td data-bbox="1360 993 1438 1079">5</td> <td data-bbox="1438 993 1511 1079"></td> </tr> <tr> <td colspan="2" data-bbox="407 1079 1360 1115">Total (maximum)</td> <td data-bbox="1360 1079 1438 1115"></td> <td data-bbox="1438 1079 1511 1115">100</td> </tr> <tr> <td colspan="4" data-bbox="407 1115 1511 1163"><i>[If applicable add the following:</i></td> </tr> <tr> <td colspan="4" data-bbox="407 1163 1511 1199">Minimum ESHS score required at 75% _____</td> </tr> <tr> <td colspan="4" data-bbox="407 1199 1511 1276"><i>Proposals below the minimum ESHS score will be rejected]</i></td> </tr> </table> <p data-bbox="407 1310 1565 1430"><i>[The sub-criteria and point system indicated above are indicative. It is strongly recommended that sub-criteria descriptions be made as detailed and specific as possible. Depending on the nature of the assignment the distribution of points may vary from the one indicated above between 35 to 65 points for the staff proposal.</i></p> <p data-bbox="407 1451 1565 1629"><i>In case the project structure does not foresee the assignment of a dedicated ESHS Consultant during execution of works / plant contracts by contractor(s) the implementation Consultant will be required to oversee that ESHS requirements are adequately addressed and adhered to during project implementation. In line with the ESHS requirements during the prequalification phase, the evaluation of the Consultant’s concept and the proposed team shall take into account ESHS aspects with regard to:</i></p> <ul data-bbox="451 1650 1565 1797" style="list-style-type: none"> - <i>Operational Health and Safety (OHS) measures as a standard requirement</i> - <i>environmental and social safeguards, but only if the Environmental and Social Impact Assessment (ESIA) or any other document (i.e. Environmental and Social Management Plan) has identified issues to be considered during contract execution.</i> <p data-bbox="407 1818 1565 1877"><i>A percentage between 10 % and 25 % of the score for concept and methodology (1.3) and for the proposed team (2.) shall be dedicated to ESHS (resulting in 8 % to 21 % of the total). The</i></p>			1.	Concept and methodology		35	1.1	Clarity and completeness of the tender	5		1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	10		1.3	Proposed concepts and methods	20		2.	Qualifications of proposed staff [CVs and Educational Background)		65	2.1	Team leader / project manager	30		2.2	Other Key staff to be employed on the project	30		2.3	Personnel in the home office who will monitor and control the team, and provide back-up services	5		Total (maximum)			100	<i>[If applicable add the following:</i>				Minimum ESHS score required at 75% _____				<i>Proposals below the minimum ESHS score will be rejected]</i>			
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	<p><i>Consultant shall be required to demonstrate which of the team member(s) are responsible for such ESHS issues. The evaluation criteria and scheme above shall be adapted accordingly.</i></p> <p><i>For projects with significant ESHS risks during implementation Applications which do not meet the minimum ESHS score (usually 75 % of the total of the ESHS sub-criteria) shall be rejected, independent from the Overall Total Score. The minimum ESHS score needs to be included in the tender publication, if applicable.</i></p> <p><i>Above ESHS requirements might be waived if a dedicated ESHS Consultant during project execution is engaged.]</i></p>
25.1	The single currency for the conversion of prices expressed in other currencies into a single one shall be [Rwandan Francs .
26.1	<p>The weights given to the Technical (T) and Financial (F) Proposals are as follows: $W_T = [80 \%$, and $W_F = [20 \%$</p> <p><i>[Insert weight according to stipulation in ITC 2.1]</i></p> <p>The weighted technical score is calculated as follows: $PT = WT * T$, with PT = weighted technical score (points) of a technical Proposal, T = technical score (points) as per technical evaluation, WT = weight of the technical Proposal (in percent)</p> <p>The weighted financial score is calculated as follows $PF = WF * Co/C$, with PF = financial score (points) of a financial Proposal, C = evaluated price of the financial Proposal, Co = lowest evaluated price of all financial Proposals.</p> <p>and the overall score is calculated as: $P = PF + PT$.</p>
	D. Negotiations and Award
31.1.	If the cost of the bid is higher than the budget or close to the budget, the committee reserves the right to negotiation on the cost submitted for a discount
31.2.	The expected commencement date of the assignment is [Insert date, month and location.]

Section III. Technical Proposal – Standard Forms

FORM TECH-5 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks ¹ (T-..)	Months ^{2 3}												
		1	2	3	4	5	6	7	8	9	....	n	TOTAL	
T-1	<i>[e.g., Task #1: Report A</i>													
	<i>1) data collection</i>													
	<i>2) drafting</i>													
	<i>3) inception report</i>													
	<i>4) incorporating comments</i>													
	<i>5)</i>													
	<i>6) delivery of final report to Employer]</i>													
T-2	<i>[e.g., Task #2:]</i>													
n														

- 1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6 (INDICATIVE FORMAT) PERSONNEL SCHEDULE (BAR CHART)

N°	Name	Position		Months ^{1 2}											Total time-input ³ (in person-months)				
				1	2	3	4	5	6	7	8	9	.....	n	Internat' I	National	Total		
KEY EXPERTS																			
K-1	[e.g., Mr/Mrs. A]	[e.g., Team Leader]	Home Field																
K-2																			
K-3																			
n																			
														Subtotal:					
OTHER EXPERTS																			
E-1			[Home] [Field]																
E-2																			
n																			
														Subtotal:					
														Total:					

- 1 Months are counted from the start of the assignment/mobilization.
- 2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Rwanda or any other country outside the expert's country of residence.
- 3 The assignment of international and national staff shall be treated separately.



Full time input

Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	<i>[e.g., K-1, TEAM LEADER]</i>
Name of Expert:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../ e-mail.....; Mr/Mrs B, deputy minister]</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)</i>	

FORM E/QUAL CONTINUED ELIGIBILITY AND QUALIFICATION

Name of Consultant
Name of the JV Member (if applicable)

[Insert one of the two options, as applicable:

“We hereby certify that none of the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification.”

or,

“We hereby certify that the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification. The changes are provided in the attached form(s):”]

[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) including the actual information and data to the Proposal.]

- Declaration on Conflict of Interest and of Submitting a Proposal
- Declaration of Association
- Financial Capacity Statement
- Project Experience
- List of Available Personnel and Human Resource Capacity

Section IV. Financial Proposal - Standard Forms

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section II.]

FIN-1 Financial Proposal - Submission Form

FIN-2 Financial Proposal - Cost Breakdown

FORM FIN-1 FINANCIAL PROPOSAL - SUBMISSION FORM

[Location, Date]

To: *[Executive Director, SFH Rwanda]*

Dear Sir;

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert “excluding” as standard or “including”]* of all indirect local taxes in accordance with Clause 25.1 in the **Data Sheet**. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN-2].*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”]

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN

[The cost breakdown forms hereafter contain provisions for services under lump sum and time based assignment. In case the assignment includes only one form of assignment the forms for the other assignment form should be deleted.]

Model for Financial Proposal – Overall Cost Breakdown

Basic Services

	Sum in RWF
Total Package A - Lump sum services w/o options <i>[list services included in package as per Data Sheet 16.1. and TOR]</i>	
Total Package B – Time based services w/o options <i>[list services included in package as per Data Sheet clause 16.1.and TOR]</i>	
Grand Total Package A & B - Lump sum and Time based	

Optional Services, Alternative Proposal

[In case of services to be offered on an optional basis as per TOR the Consultant shall use the same cost breakdown structure shown above and below. The same applies if the Consultant wishes to propose an alternative proposal.]

Duties and Taxes

[In case the ITC requests the Bidder to offer services exclusive of taxes and duties, the bidder shall indicate the amount of taxes and duties applicable for the services.]

Taxes and duties	
Basic Services	
Optional Services	

Summary Overview

1 - Package A - Lump Sum Services (as per **Data Sheet** clause 16.1.and TOR)

SUMMARY*	Sum in RWF
1. – Foreign staff cost	
2. – Local staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
Total – Fees, transport and logistics	
8. - Equipment cost*	
9. - Miscellaneous cost*	
Total – Other cost	
Total Package A - Lump Sum Services	

*The cost overview presented for lump sum services shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services requested later. All items are remunerated on a lump-sum basis. In exceptional cases items 8 and/or 9 (Equipment, Miscellaneous cost) might be remunerated at actual cost, if explicitly specified in the ITC. The same applies for the lump sum services presented in the Detailed Cost Calculation below.

2 - Package B – Time Based Services (as per **Data Sheet** clause 16.1.and TOR)

SUMMARY	Sum in RWF
1. – Foreign staff cost	
2. – Local staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
Total – Fees, transport and logistics	
8. - Equipment cost	
9. - Miscellaneous cost	
Total – Other cost	
Total Package B – Time Based Services	

Detailed Cost Calculation for Package *[to be specified]*

1. Foreign Staff Cost	Unit	No.	Unit Rate (RWF)	Amount (RWF)
1.1 Team Leader	month	...		
1.2 ...	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 ...	month	...		
2.2 ...	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 other international flights	flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...
Sub-total Reports and documents				
8. Equipment				
8.1. Office equipment	...	...
8.2 Project vehicles				
8.2 Other. equip. to be handed over/consumed	...	...
Sub-Total Total Equipment				
9. Miscellaneous Items				
9.1 Other miscellaneous items/services	...			
9.2 Contingencies	...	...
Sub-Total Total Miscellaneous items/services				

* To be submitted separately for each package. It shall not be used as basis for payment of lump sum services. Otherwise see explanation in the Summary Overview sheet

Explanation regarding the information contained in the Financial Proposal Form FIN 2

Important note: Each sub-item contained in items 3 to 7 shall be offered as lump-sum item specified in the respective unit according to the Detailed Cost Calculation sheet. In case of lump sum packages the rates presented here shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services. In case of time based packages the relevant lump sum unit rates shall be used for payments according to the actual quantities.

The Financial Proposal shall be structured as detailed in Form FIN 2 above and be calculated inclusive of all ancillary cost as detailed below.

Item 1 & 2 - Staff Cost

These items shall include international and local/regional staff monthly home office rate, including salary, social charges and overhead cost, bonus, home office cost, all medical examinations, internal professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit. In addition, staff rates for local staff shall include accommodation and allowance for occasional local travel within the Rwanda unless the assignment foresees extensive travel in the Rwanda. In such case the Consultant shall offer it separately.

Absence for vacation of staff as applicable in the Consultant's home office for foreign staff and in the Rwanda for local staff shall be deemed to be included in the unit staff rates, as well as sick leave up to the same amount. Unless otherwise specified in this RFP backstopping services from the home office are deemed to be included in the overhead cost.

Item 3 - Allowance and accommodation

This item shall include for all foreign long term and short term staff as the case may be hotel fee, rent, furniture and running cost for flats/houses and, if necessary, also for local staff.

Item 4 - International Travel Cost

This item shall include:

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) per round trip.
- air fares for inspection flights (including cost elements as above), if any

Item 5 – Local Travel & Transport Cost

This item shall include:

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Consultant as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver;
- cost for local air, road and rail travel, if any
- taxi costs for local transport demand peaks, if any.

Item 6 - Cost for the Local Project Office

This item shall include office rent, office staff cost and office operation cost (including cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

Item 7 - Production of Reports

This item shall include reports and, if applicable any other documents to be produced/purchased in the frequency, number of copies and the format as specified in the TOR and include transport cost and distribution to the addresses as specified in the TOR. The cost of photo and video documentation of the project progress, whether specifically taken and used for the reports or not, shall be deemed included in the relevant lump sum item.

Item 8 – Equipment Cost

Unless otherwise specified all equipment purchased under this item shall be handed over to the Employer upon completion of the services taking into account normal wear and tear under the operational conditions of the project.

In case Equipment Cost items are not specified explicitly in ITC 16.1 or the TOR the following applies: The Financial Proposal shall include procurement of all office and work equipment like vehicles (other than leased/ rented or owned by the Consultant), furniture, appliances, survey, measuring and test instruments etc., which the Consultant deems necessary for the execution of the project. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Note: Procurement of goods and services for the project implementation through a disposition fund or otherwise has to be managed and controlled through inclusion of qualified and adequate staff in the team.

Item 9 - Miscellaneous Cost

This item shall include all expenses and cost items that might not be covered by the above categories but are considered required in this assignment. The following examples may fall under miscellaneous cost:

- acquisition of town maps, aerial photographs, satellite images
- rental of project equipment (e.g. for geophysical surveys)
- topographical and soil surveys for sites and pipeline alignments
- workshop / factory inspection cost
- study tours for counterpart personnel
- preparation and management of workshops and seminars
- training measures or any other special services executed by third parties
- contingency funds or other provisional sums for services or expenses deemed necessary.

In case Miscellaneous Cost items are not specified explicitly in ITC 16.1 or the TOR the following applies:

The Consultant shall include in its Financial Proposal such items considered necessary for the fulfillment of the requirements of the TOR. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Section V. Eligibility Criteria

Eligibility in IFE-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for IFE financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a IFE-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation.
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them.
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.

3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to IFE's satisfaction, through all relevant documents, including its charter and other information IFE may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. IFE / KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, IFE requires to include in the Contracts a provision pursuant to which Contractors must permit IFE and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by IFE.

IFE reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare mis procurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to IFE to remedy the situation, including by failing to inform IFE at the time they knew of such practices.

IFE defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

- Fraudulent Practice** Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
- Obstructive Practice** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of IFE's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
- Sanctionable Practice** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in IFE-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁵ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – TERMS OF REFERENCE

Section VII. Terms of Reference

TERMS OF REFERENCE (TOR) FOR CONDUCTING AN ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) AND ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP) ON 80 HEALTH POSTS IN RWANDA

Contents

ACRONYMS AND ABBREVIATIONS	46
1.0 Background	47
2.0 Objectives of the Assignment	47
3.0 Relevant Standards and Legal Requirements	48
4.0 Scope of Work	48
4.1 Task 2: Stakeholder Engagement	52
4.1.1 Implementation of stakeholder engagement activities	53
4.2 Task 3: Preparation of the Environmental and Social Impact Assessment (ESIA) Report	54
4.2.1 Description of the Project and its associated facilities	54
4.2.2 Assessment of Alternatives	55
4.2.3 Data collection and description of the baseline environment	55
4.2.4 Description of the legislative and regulatory framework and requirements, including a gap analysis with international standards	56
4.2.5 Assessment of environmental and social impacts and risks of project facilities and activities 56	
4.2.6 Mitigation and Management of Impacts and Risks	57
4.2.7 Residual Impacts and Risks	57
4.2.8 Environmental and Social Opportunities for Project Enhancement	58
4.2.9 Compiling relevant ESIA Annexes	58
4.2.10 Preparation of a Non-Technical Summary (NTS)	58
4.3 Task 4: Preparation of the Environmental and Social Management Plan (ESMP)	59
4.4 Cross-Cutting-Task: Project Management	60
5.0 Deliverables	61
6.0 Schedule	61
7.0 Staff and Qualification	61
Annexes: Table of Content	65
Annex 1: CV Template	65
Annex 2: Guidance on the preparation of an Stakeholder Engagement plan and planning of stakeholder activities	67

ACRONYMS AND ABBREVIATIONS

SEP	Stakeholder Engagement Plan
SoW	Scope of Work
ToR	Terms of Reference
WB	World Bank
IFC	International Financial Cooperation
PS	Performance Standard
AOI	Area of Influence (including areas of direct and indirect influence)
CV	Curriculum Vitae
EHS	Environment, Health, and Safety
EIB	European Investment Bank
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
ESMS	Environmental and Social Management System
ESS	Environmental and Social Standards of the World Bank
GIS	Geographic Information System
HIA	Health Impact Assessment
H&S	Health and Safety
ILO	International Labour Organisation
IP	Indigenous People
IPP	Indigenous Peoples Plan
NGO	Non-government Organisation
NTS	Non-technical Summary

BACKGROUND

The IFE Facility will finance the Project with reference number “IFE-07-RWA-C1-0163” in Rwanda. The project goal is to enhancing private sector investment to create decent jobs in the health sector and improving capacity of health workers to deliver quality health care in Rwanda. The Project has been awarded to SFH Rwanda by IFE/KFW in April 2022 and will be implemented in 12 administrative districts of Nyanza, Kirehe, Gisagara, Nyamagabe, Rusizi, Rutsiro, Kamonyi, Rubavu, Ngoma, Nyamasheke, Nyaruguru and Bugesera.

The project will see the construction of 80 Second Generation Health Posts across the 12 districts in Rwanda. The Health Posts offer a first point of contact for all health-related services as required by the communities from the rural and the hard to rich settings. The health posts have been vital mostly for vulnerable people such as pregnant mother and children of up to 5 years who could not afford to walk long distances, apart from the health services delivered at these health facilities, Health posts also create decent jobs to the people and improve their social economic welfare. Their operations are managed under a public- private community partnership model (map of the project location and the design of the HP to be Constructed are to be share with the consultant)

OBJECTIVES OF THE ASSIGNMENT

In alignment with KfW’s Sustainability Guideline and IFC Performance Standard (PS1) the Environmental and Social Impact Assessment (ESIA) will aim at identifying and assessing potentially negative and positive environmental and social risks and impacts of all phases of the proposed project. Through the developed ESIA report, mitigation measures shall be developed to avoid, minimize, and or mitigate potential negative environmental and social impacts and risks, while striving to enhance benefits to local communities and the environment. In this regard, the Project shall address potential risks and impacts by.

- Identifying and assessing the potential positive and negative environmental and social risks and impacts stemming from the project in the construction, operation, and the decommissioning phases (direct, indirect, and cumulative impacts).
- Designing appropriate mitigation, management, and monitoring measures to implement an environmentally friendly and socially acceptable project without compromising its technical and economic feasibility and help determine crucial elements that facilitate the decision-making process. Accordingly, the ESIA shall describe the social and ecological baseline environment while assessing the risks and potential impacts associated with the project’s activities and establish adequate safeguard measures in line with International Finance cooperation (IFC) good practices and relevant (environmental and social) Standards:

The ESIA is intended to be used for decision-making by local authorities including the local permitting process, lenders and internally by the project developer. Additionally, the ESIA process is intended to inform the development of an Environmental and Social Management Plan (ESMP) to mitigate any potential negative impacts, enhance benefits and establish ongoing monitoring activities. Furthermore, a Stakeholder Engagement Plan (SEP) will be required to identify potential stakeholders to inform about disclosure and participation in the project

RELEVANT STANDARDS AND LEGAL REQUIREMENTS

To ensure that potentially negative environmental and social risks and impacts stemming from Project activities are minimized, and to strive to enhance benefits for local communities in the Project area, the Assignment will be conducted in accordance with the following Relevant Standards and Guidelines

- Rwandan laws and regulations.
- International Law including conventions and treaties adopted by Rwanda and applicability to the Project.
- Sustainability Guidelines of the KfW Development Bank⁶ and therewith:
 - IFC Performance Standards⁷;
 - World Bank Environmental and Social Standards⁸
 - The Fundamental Conventions of the International Labour Organization (ILO)

As part of the assignment, the specific applicability of the requirements under each of these Legal Requirements, Standards and Guidelines needs to be evaluated and scoped out as appropriate, including the relevance and rationale and then referred to as “Relevant Standards”

SCOPE OF WORK

This project will be implemented in 12 administrative districts of Rwanda and in 80 different specific sites. Project sites are independent of each other, and the land plots were obtained through a rigorous engagement and collaboration of key stakeholders involved in this multisite project. The initial involvement included the districts, the Ministry of Health, the Ministry of Local government, Local NGOs, and community members from the cell leaderships.

The districts also used their existing procedures to encouraging community engagement and participation in planning and implementing and in land acquisition process. The process was fruitful as all 80 sites have their construction permits readily available with the grantee and already with the funder. Due to this important engagement done by the districts in collaboration with SFH Rwanda; The districts authorities and councils took note of the following steps.

- Make sure that the projects are pro poor, considering the differentials in access to and control of productive resources.
- Conducted a joint screening in collaboration with SFH Rwanda to have clear understanding of the sites based on the findings of the field investigations.
- Assessed and solved the issues of resettlement needs.
- Avoided and minimized the involuntary land acquisition and resettlement of the communities and where involuntary resettlement and land acquisition was unavoidable, assistance and sufficient resources were provided to the displaced

⁶ https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Nachhaltigkeitsrichtlinie_EN.pdf

⁷ www.ifc.org/performancestandards

⁸ <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards>

-
- persons with the view to maintaining and/or improving their standards of living, earning capacities and production levels.
- Defined well the investment activities to be undertaken and the locations of the investments that will undergo preliminary evaluation basing on the objectives of the project.
 - Where necessary the Local Government approached the communities to inform them of the project relevance and their roles as primary beneficiaries of the project and arrived at consensus on possible sites appropriate for the type of health facility to be constructed in their villages.
 - To some extent the local communities' authorities (Local councils, district development committees, cell council committees as well as those from churches were consulted to arrive at possible siting of the facility that is vital to the communities.
 - And whether any loss of land, assets or access to economic resources seemed to occur, or whether any of the World Bank operational policies were to be triggered in case the above provisions were possible, the districts provided for the compensation after the MoH has identified and mapped the land and guided an objective comprehensive evaluation report made by the Government Valuer to avoid grievances from the communities.
 - Whether or not to compensate the landowners on the provisions of the existing Rwandan expropriation law in place that are equivalent to the provisions of the **World Bank's OP 4.12**,
 - Prepare a RAP basing on the existing Rwandan expropriation Law or amicable compensation where possible.

From these observations, SFH carried out field inspections at each of the 80 sites located in 12 districts and found out that the above processes and procedures were adhered to and henceforth recommended that the following steps should not be conducted during the development of the ESIA /ESMP reports to avoid duplication of similar works and resources and time.

- i. The Resettlement Policy Framework (RPF), which is prepared as an instrument to be used throughout the Development Response to Displacement Impacts Project (DRDIP) implementation resettlement and compensation policy, organizational arrangements, and design criteria to be applied to meet the needs of the people who may be affected by the program.
- ii. Resettlement Action Plans (RAPs) for all the investments as district authorities in collaboration with the other partners have already identified and sorted out all the Project Affected Person(s) (PAPs) either through compensation means either as payment in kind, cash or other assets given in exchange for the acquisition of land including fixed assets thereon.
- iii. Grievance redress mechanism, the grievance was sorted out through engagement, collaboration, and compensations.
- iv. Detailed SEP, which was developed during the site's identification.
- v. The details of Land acquisition process
- vi. Public consultation activities

Therefore, the ToR aims to outline the Consultant's tasks in as much details as possible. Nevertheless, the Consultant shall critically verify the scope of services

indicated and may extend, reduce, or amend those services wherever such is deemed necessary according to his/her own professional judgement and knowledge. Any suggested amendments to the ToR should be clearly documented within the Consultant's submission, including accompanying justifications for the proposed amendments. Furthermore, it is understood that the Consultant will check the correctness of the google maps provided and further verify the findings emphasizing on both social and environmental risks and impacts identified from each specific sites to advise on the way forward. It is anticipated that the assignment will be undertaken through the following tasks:

- Task 1: Scoping Study including the verification of the findings (both social and environmental) and their proposed measures and maps correctness.
- Task 2: Stakeholder Engagement- key stakeholders.
- Task 3: Preparation of the ESIA and the Report
- Task 4: Environmental and Social Management Plan (ESMP)

The tasks are described in the sub-section below. Further details of the required scope and guidance on content and proposed methodologies are provided in the annexes to the ToR (to be considered as appropriate in the Consultant's proposal).

Task 1: Scoping Study

The Grantee will provide available information regarding the environmental and social aspects of the Project. The Consultant shall become familiar with the documentation and relevant standards as listed above. The Consultant shall propose a kick-off meeting (or a kick-off-call, as appropriate) if the initial review of the documentation may cause any divergence in the assumed work plan.

The Consultant will carry out a scoping exercise/study and must meet current internationally accepted standards of data collection, reporting and analysis and comply with existing environmental and social standards mostly IFC standards. Furthermore, it must be assessed how national and international requirements can be streamlined throughout the ESIA process.

The Scoping Study shall clearly outline the scope of the ESIA to allow a focus on the environmental and social impacts and risks based on their significance. Further it shall scope out any insignificant effects or components by providing a comprehensive rational.

The Scoping Study will cover the physical, biological, chemical, radiological as well as socio-economic and cultural environments within the proposed project scope and identify the key issues relevant to the project to be considered in the full ESIA. The scoping study will also define the scope of the required baseline studies, ongoing stakeholder engagement and impact assessment.

The Scoping Study should be undertaken through the following steps:

- i. Desk top review of available data
- ii. Site verification visit

-
- iii. Engagement with key stakeholders (please see 0 for further detail on the stakeholder engagement aspects related to the overall ESIA process)
 - iv. Preparation and disclosure of a Scoping Report.

The results of the scoping shall be summarized and presented within a concise Scoping Report that can be disclosed to the public. The report should cover the following aspects at a minimum:

- Map showing the project location sites.
- Brief description of the project, size, and layout of the project area, as well as associated facilities; including a brief description of the project phases and related activities.
- Outline of Project Area of Influence for the different environmental and social receptors.
- Brief description of the applicable legal framework and standards; initial gap analysis of national legal frameworks in relation to applicable international standards.
- Brief description of the physical environment and socio-economic setting.
- Identification of the key environmental and social risk and potential impacts, i.e., aspects/areas that could potentially be impacted by the project, including identification of potentially affected local communities.
- Brief description of the alternatives to be considered in the ESIA.
- Brief stakeholder analysis/stakeholder mapping to identify the stakeholder groups who may be affected by and/or may have an interest in/influence on the Project, including initial consultation of local communities and statutory stakeholders for the scoping process.
- Outline of methodology and approaches for community engagement to be applied during ESIA, including national legal provisions for public information and disclosure.
- Outline of the methodology, the approach, and the general timeline for the ESIA, including activities and other necessary studies as required.

Attention shall focus on (but not be limited to) issues related to:

- **Physical environment:** topography, geology, soils, meteorology, and climate/climate change, surface, and underground water resources (hydrology, water quality and drainage patterns); ambient air quality and noise levels, land use and land cover, landscape, and visual amenity.
- **Biological environment:** fauna, flora, rare or endangered species, ecosystem services, protected areas, and critical habitats.
- **Social, economic, and cultural environment:** urban and rural livelihoods, land use (including seasonal land use), land tenure, agriculture/livestock farming, demographics, employment, socio-cultural institutions and cultural norms, community health and safety, education, infrastructure, waste management, landscape aesthetics, cultural heritage, vulnerable groups including persons with disabilities.

– **Chemical and radiological if any.**

If potential effects of the Project on these receptors (and any additionally identified receptors) are not considered as relevant, a reasonable explanation must be provided; these items are then considered to be “scoped out”.

Based on the Scoping the Consultant shall provide the grantee in addition to the Scoping Report alongside:

- A detailed work plan for the ESIA, including timeline of activities and other necessary studies as required.
- Terms of Reference for any additional baseline studies or assessment methodologies needed, which will be implemented through the next ESIA tasks, that were not presented in the proposal.

Deliverables Task 1:

- Verifying the correctness of the goggle maps from each of the 80 sites.
- Verifying the findings (Challenges and proposed measures) from each of the sites.
- Draft Scoping Report in English and Final Scoping Report in English
- Detailed ESIA Work Plan
- ToR for additional studies if required

TASK 2: STAKEHOLDER ENGAGEMENT

Stakeholder Engagement is an inclusive process conducted throughout the project life cycle and a key aspect of any ESIA process. A transparent engagement between the Grantee and project stakeholders is an essential element of good international practice. Effective stakeholder engagement can improve the environmental and social sustainability of projects, enhance project acceptance, and make a significant contribution to successful project design and implementation. Stakeholder Engagement of the Project shall be aligned with ESS10 from the World Bank. The Consultant will, in cooperation with the Grantee, undertake planning and implementation of stakeholder engagement activities to inform the ESIA (including Scoping) process and disclosure outcomes.

The stakeholder engagement activities should continue throughout the ESIA process and contain the following activities:

- Preparation of a SEP including an appropriate grievance procedure used by the district authorities in the process of Land acquisition procedures and processes.
- Implementation of stakeholder engagement activities if appropriate.

NB. The Consultant shall in collaboration with the district authorities discuss if the above requirement were adhered to during the process of Land acquisition.

Preparation of a Stakeholder Engagement Plan (SEP)

The Consultant shall prepare a SEP to guide stakeholder engagement activities to be undertaken during the Project stage(s) (as applicable for example, Project planning/design, construction, operation, and maintenance) to the SEP should ensure that any interested and affected stakeholder group/communities encountered within the

project footprint will be consulted in a culturally appropriate and participatory manner regarding the positive and negative impacts of the Project.

Generally, the SEP shall be aligned with the Good Practice Handbook on Stakeholder Engagement of the IFC (2007)⁹ and scaled to the project potential risks and impacts, as well as the respective development stages and be tailored to the affected communities if any.

As part of the SEP the Consultant will work closely with the district to assess the land acquisition processes and if the Land was acquired through an established a grievance mechanism proportionate to the potential risks and impacts of the project that is accessible and inclusive. The Consultant shall evaluate how and or if the districts conducted through formal or informal grievance mechanisms and feasible and suitable for the project to utilize existing structures. If so, it shall be evaluated if any supplement project-specific arrangements are needed. The grievance mechanism to address concerns promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all project-affected parties, at no cost and without retribution for the project affected parties (Refer to annex.2)

During the scoping task the Consultant will have identified whether Indigenous Peoples are living in the Area of Influence (Aol) of the project. If this is the case, the Consultant will be required to develop an Indigenous Peoples Plan (IPP) according to World Bank ESS 7. The IPP will ensure that the project:

- Fully respects the dignity, human rights, economies, and cultures of vulnerable, marginalized, or indigenous peoples.
- Avoid, minimize, mitigate, or compensate potentially adverse effects on the vulnerable, marginalized, or indigenous peoples.
- Provides social and economic benefits to affected vulnerable, marginalized, or indigenous peoples.
- Follows the principle of Free, Prior and Informed Consent (FPIC);

If no Indigenous People have been identified the Consultant will only prepare the SEP.

▪ **Implementation of stakeholder engagement activities**

Based on the Consultant's knowledge of the National legislative and IFC requirements of the project context, the Consultant shall prepare a Scope of Work (SoW) for the key public consultation activities to be undertaken during the Assignment.

The aim of the SoW is to present the project to the concerned institutions and to collect their comments and reactions regarding the project and its related potential impacts. The main steps of this consultation are provided (see Annex. 2 attached)

⁹ [Stakeholder Engagement: A Good Practice Handbook for Companies Doing Business in Emerging Markets \(2007\)](#). Available in English, Spanish, French, Portuguese, Chinese, and Russian.

To facilitate the procedure of the public consultation and its implementation, the information and population consultation meetings related to the project will be organized by the Consultant in coordination with the Grantee, and in consultation, if applicable, with local authorities.

The SEP will have to be updated throughout the project cycle. If updates are required to the SEP during the assignment for the ESIA, the Consultant will be responsible for these updates. During the development of the SEP, the Consultant will jointly work with the Grantee, undertake an assessment of the Grantee's capacity to implement the SEP. The Consultant will then update the SEP activities for the construction and operation phases and provide adequate recommendations for resources and responsibilities.

Important Note: for documentation purposes personal data and pictures may be taken throughout the engagement process for the ESIA, this shall be in line with the "Principle for Digital Development: Address Privacy and Security". Participant list with personal information such as names, phone numbers, professions, etc. and pictures where individuals can be identified shall only be presented to Grantee for review purposes but not be disclosed at any time, unless it is required under the National legislation

Deliverables Task 2

- **Draft SEP in English**
- **Provision of relevant updates of the SEP during the assignment if required**

TASK 3: PREPARATION OF THE ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) REPORT

After the approval of the Scoping Report and agreement on the detailed scope and structure of the ESIA by the Grantee, the Consultant will start preparing the ESIA document and acquire all missing data for evaluating the project impacts to develop the corresponding documents.

The Consultant will carry out the necessary studies and processes culminating in a detailed ESIA Report including the ESMP (Environmental and Social Management Plan) report and supporting documents.

The following sub-sections outline which aspects should be covered by the ESIA at minimum.

- **Description of the Project and its associated facilities**

The Consultant shall produce a concise and comprehensive project description supported by maps, plans, graphs, and charts to provide an easy and structured overview. The description shall be based on information on existing project reports and documents (e.g., this may be an extract from the pre-feasibility study or other design documents) and illustrate the geographic layout of all key components. The level of detail of the project description shall be commensurate with potential project effects on

the receiving environment. This may include –depending on the project – energy demand and consumption, nature and quantity of the materials and natural resources (including water) used, etc. Furthermore, this should include an estimate - by type and quantity - of expected residues and emissions (for example, water, air, and quantities and types of waste produced during the construction and operation phases).

▪ **Assessment of Alternatives**

A systematic identification and consideration of feasible alternatives to the project in terms of location, technology, design, and scale in terms of potential environmental and social impact shall be compiled. Specifically, the alternative analysis should provide an overview of the main reasons and rationale for selecting the chosen option, including a comparison of the environmental and social effects. The analysis should include the 'do-nothing' option. Mitigation and compensation measures should be considered when assessing alternatives, both with a view to strengthening the feasibility of the Projects, and to improving the project's design. The Alternative Assessment chapter shall contain a description of the reasonable alternatives that were assessed and an indication of the main reasons for selecting the chosen option with regards to their environmental and social impacts and risks.

▪ **Data collection and description of the baseline environment**

Based on the scoping results the Consultant shall collect, collate, and present baseline information on the natural (biological and physical) and human environments (social, cultural, and economic) of the study area with qualified experts. This baseline description shall be derived from both secondary sources and fieldwork to collect primary data where required and should be inclusive of, but not be limited to:

- **Physical environment** (hydrographic network, geology, ground topography, climate, air quality, fauna and flora, aquatic environment, ecological system).
- **Biological environment** (i.e., flora and fauna types and diversity, endangered species, sensitive habitats, ecosystem services etc.).
- **Social and cultural environment**, including present and projected (i.e., demography, population, land use, planned development activities, infrastructure facilities/community social structures, employment and labor market, sources and distribution of income, cultural/religious sites and properties, vulnerable groups, and indigenous populations etc., infrastructure and basic social services.);
- **Economic activities** (agriculture, livestock, fisheries, small scale industries)
- **Chemical including** hazardous medical waste streams from the health facilities,

Data gaps or uncertainties inherent in the baseline description shall be stated and explained. Data presented within the baseline description shall be sufficient to describe the key aspects of the Area of Influence (Aol) of each environmental and social component and be focused on identified determinants such as project location, design, or operational controls. Baseline description shall also indicate the accuracy, reliability and sources of the data presented.

Based on the Consultant's professional experience and judgement, required studies or surveys to be performed for baseline data gathering shall be presented in the document **(Refer to annex.3)**

The Consultant shall provide a justification of the timeframe (given in number of weeks or months) required for the specific field studies, including the consideration of seasonality.

- **Description of the legislative and regulatory framework and requirements, including a gap analysis with international standards**

The Consultant shall provide a comprehensive and appropriately detailed description of the National legislative requirements and framework relevant to the Project (i.e. describing the key laws, regulations or ordinances etc. in the area of environment, social aspects, labour conditions and occupational health and safety). This description should include the context of national/regional/local environmental and social programs, as well as regional development or sector development frameworks in place. The legislative framework should identify relevant environmental and socio-economic legal requirements (laws) applicable to the assessment and to be adhered to within project implementation (e.g., related to air emissions, wastewater discharge, noise, etc.). This may also include internal requirements the Grantee has to follow (referred to as borrower framework). Additionally, the Consultant shall describe the relevant international environmental and social obligations of the country (conventions etc.) as well as details of the international environmental and social standards which are referenced for the Project in **Chapter 0**. The legislative framework shall also include a description of gaps between national legislation and the applicable international standards. The Consultant shall develop a structured gap analysis to present the gaps between the national legislation and the international requirements outlined in Chapter 3 above. Based on the analysis the Consultant will provide measures and recommendations in the Project context to bridge the gaps between the policies.

- **Assessment of environmental and social impacts and risks of project facilities and activities**

The Consultant will identify the positive and negative environmental and social impacts (direct, indirect, and cumulative, temporary, and permanent) potentially stemming from the project. This should include impacts in terms of magnitude, significance, reversibility/potential for mitigation, extent, duration (major, moderate, minor, and negligible impacts) during the pre-construction, construction, and operation/maintenance phases as well as for decommissioning or closure and reinstatement. To do so, the Consultant will make use of a robust and consistent qualitative or semi-qualitative methodology. Quantitative data should be employed to the extent possible. The assessment will also compare the identified impacts with the "without project"-scenario impacts.

The chapter should also identify opportunities for environmental enhancement and identify key uncertainties and data gaps. Where Third Parties such as contractors are involved, their roles and capacities, and the degree of control the project can exert over them, should be considered.

Supply chain issues that are central to the project's core functions should be considered where the resource utilized by the project is ecologically sensitive or where low labor cost is a material factor of the project's competitiveness. The Impact Assessment will include the use of available remote sensing imagery and other relevant means to identify potential sensitive receptors (human and ecological) that are likely to be affected by project activities (mainly during the construction phase). The Consultant shall then identify indicators against which impacts on these receptors can be evaluated.

The Consultant should make reasonable assumptions to justify the inclusion of additional studies and provide an approach based on international recognized standards. Please note that these studies are expected to be required for this ESIA but will be confirmed in the Scoping Report.

- **Mitigation and Management of Impacts and Risks**

Working in collaboration with the Grantee, other responsible institutions, agencies, organisations and representatives of affected groups, the Consultant will identify and develop realistic and cost-effective mitigation measures for significant negative impacts predicted to occur as a result of the different project phases (Pre-construction phase, Construction, Operation and maintenance, Decommissioning or closure and reinstatement) - whether direct, indirect or cumulative, temporary or permanent.

These measures will avoid, minimize and/or compensate or offset such impacts, in that order of priority to be aligned with the mitigation hierarchy. Any residual negative effects after mitigation measures will be described. These measures will cover all aspects and phases of the project and may include, but are not limited to, changes in the project's footprint, design details and operating procedures, land management, social support, institutional development, and capacity building for both government and civil society organisations. The measures will pay particular attention to the principles of sustainability, including equitable social development with minimal impacts on biodiversity and ecosystem services.

Regarding social issues, mitigation measures should be developed in line with policy frameworks of the host counties that may exist on various governmental levels and, if applicable, any international policies. (e.g., poverty reduction strategy, policies on agricultural/infrastructure development, etc.). Regarding measures related to education and health, it is particularly important that mitigation measures are linked to public sector provisions to maximize positive impact and to ensure sustainability.

- **Residual Impacts and Risks**

The Consultant will describe key residual impacts and their significance. Environmental risks such as the potential for accidents and incidents should also be considered. The Consultant shall also describe proposed contingency planning and measures and evaluate their adequacy.

Social risks are context-specific and could include factors such as:

- Economic changes, e.g., inflationary trends.

-
- Political changes that could make it difficult to implement mitigation measures.
 - Unforeseen events, e.g., natural disasters.
 - Lack of people with the necessary skills to implement mitigation measures.

- **Environmental and Social Opportunities for Project Enhancement**

The Consultant shall as part of the ESIA identify potential development opportunities associated with the project and in collaboration with the Grantee, discuss the feasibility of integrating these opportunities in the project. Examples of such opportunities could include:

- For environmental aspects: Habitat enhancement, ecological set-aside, site remediation and clean-up, Energy and resource efficiency; cleaner production; institutional strengthening, capacity building, and so many others.
- For social aspects: temporary and permanent jobs within the project; opportunities for local firms to sub-contract services; opportunities for local firms to supply goods; in cases where relocation is required there may be opportunities to improve the housing condition of people relocated; the Project may be able to link up with local schools to create opportunities for learning; strengthening of vulnerable groups. Opportunities for facilitating development gains will be specific to the project context and should be considered in consultation with the local community. Particular attention should be given to any development strategy that relates to vulnerable people within the area of impact, due to the high risk that they will be excluded from development gains unless specific measures are taken to include them. It is important to note that participatory or community-demand-driven approaches to development will not necessarily ensure the inclusion of vulnerable people. Furthermore, special measures may be required to enable certain vulnerable people to take part in activities (e.g., employing persons with disabilities may require the provision of special facilities).

- **Compiling relevant ESIA Annexes**

The Annex shall be used to present supporting information to the ESIA to allow for the main text to remain relevant. The Annex shall include:

- The names of the people responsible for preparing the ESIA
- The Terms of Reference of the consultancy conducting the ESIA
- References and sources of information
- Stakeholder Engagement Plan and Records of public meetings and consultations from key stakeholders held
- The Scoping Report
- Details on the Legal Framework
- Supporting technical data / Supporting special studies including maps of the 80 sites (1km*1km).

- **Preparation of a Non-Technical Summary (NTS)**

The Consultant shall compile and include an easy-to-understand NTS of the ESIA and stakeholder engagement. The NTS will serve to inform the public and other interested parties of project activities. The Consultant shall take into consideration that IFE

requires the Grantee to disclose the NTS. The NTS shall be in the form of a concise, standalone document and should include:

- (i) A concise summary description of the proposed project.
- (ii) The rationale for the proposed project.
- (iii) The geographical area that the project will influence (Aol).
- (iv) A short description of the baseline in the Aol.
- (v) Any significant environmental and social impacts.
- (vi) Any significant issues or opportunities.
- (vii) A summary of key aspects of the ESMP.
- (viii) Residual risks/issues and material information gaps or the need for further studies should be highlighted.
- (ix) The nature of the developer's/project's systematic approach to managing the environmental and social aspects of the project including monitoring activities; and
- (x) A summary of stakeholder consultation held and further activities, information about availability of grievance mechanism and contact details for further information.

Deliverables Task 3:

- Draft briefs of ESIA/ESMP fit for purpose (with 80 maps and summaries of key ESIA site specific issues) with Annexes in English, Final ESIA in English
- Non-Technical Summary in English; Final ESIA in English

The ESIA report shall be presented in a logical and clear format and include an assessment of the impacts prior to and following the implementation of mitigation measures. It should identify constraints associated with the mitigation methods recommended and allow provision for modification.

TASK 4: PREPARATION OF THE ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP)

Based on the results of the ESIA, the Consultant shall prepare an Environmental and Social Management Plan (ESMP) that compiles the impacts and required mitigation measures as identified in the ESIA, as well as the monitoring requirements to ensure that the identified measures are implemented, and any unforeseen impact is identified and handled aligned with the ESMP.

The ESMP shall include:

- details on specific management plans that will be required
- a table of the commitments based on the mitigation measures identified, which should include details on:
 - The anticipated objectives or target of each measure,
 - Related milestones and time frames and
 - Reporting requirements as well as
 - Required resources (competencies, human resources, required equipment, materials and budgets required for the implementation of this commitment).

-
- Details on appropriate monitoring activities to ensure that (a) mitigation measures are effective, (b) unforeseen negative impacts or trends are detected and addressed, and (c) expected project benefits or opportunities are achieved. Indicators should be aligned to elements of the existing pre-project baseline and be (a) Specific, (b) Measurable, (c) Achievable; (d) Relevant and (e) Time-bound.

Also, the Consultant shall include a precise and specific action plan, detailing required training (technical assistance, equipment and supplies, organizational changes) for the management and monitoring of environmental and social impacts as well as corresponding costs. Where significant residual impacts remain after application of mitigation measures, the Consultant shall propose measures to compensate/offset the identified impacts.

If relevant to the project, the tender shall present a change management procedure that outlines the requirements for additional environmental and social assessment if design changes occur after finalizing the ESIA process.

Further, an ESMP workshop shall be proposed to work with the Grantee through the proposed mitigation measures.

The ESMP shall be clearly structured and should cover all Project phases.

Deliverables Task 4:

- | |
|---|
| - Draft ESMP in English and Final ESMP in English |
|---|

CROSS-CUTTING-TASK: PROJECT MANAGEMENT

The Consultant shall manage the Assignment to ensure that the tasks are delivered to the agreed schedule and that these meet the standards set out for the Assignment.

The ESIA and project management activities should include:

- a) Management of the Consultant's team.
- b) Communication activities with the Grantee key contacts, the technical consultants/feasibility consultant, IFE, and other parties.
- c) Regular reporting on schedule, budget, and progress of the Assignment.
- d) Health and Safety (H&S) planning for the Assignment.

As part of the tender submission, the Consultant shall provide a description of the ESIA project management and H&S activities and organisation.

The Consultant is expected to coordinate with the detailed design consultant when appointed, to ensure that any needs and recommendations for design requirements and changes resulting from the ongoing ESIA processes are available for discussion at the earliest opportunity.

It is expected that the Consultant provides regular bi-monthly short progress reports about the status of the assignment including critical paths, preferably in a tabular format.

Deliverables Cross-Cutting-Task:

-Progress Reports in English

DELIVERABLES

The Consultant will submit as part of the proposal a detailed work plan and schedule, including timelines for draft and final versions of deliverables as required in these ToR. The work plan and schedule will be established along the general estimates of the overall time frame of the assignment, as outlined in the Chapter 0 Schedule. The Consultant may adapt timing based on experience and professional judgement, accompanied by an acceptable justification.

Deliverables Task 1:

- Draft Scoping Report in English and Final Scoping Report in English
- Detailed ESIA Work Plan
- ToR for additional studies if required

Deliverables Task 2:

- Draft SEP in English and Final SEP in English
- Provision of relevant updates of the SEP during the assignment if required

Deliverables Task 3

- Draft ESIA in English and Final ESIA in English
- Non-Technical Summary in English

Deliverables Task 4

- Draft ESMP in English and Final ESMP in English

Deliverables Cross-Cutting-Task:5

- Progress Reports in English

SCHEDULE

The total duration of the assignment will be 2 months

The Consultant will complete the ESIA process within 2 months of taking up the Assignment. Initial drafts of the ESIA reports will be submitted within 1.5 months after taking up the Assignment. Final versions of the ESIA reports are expected within 2 months from contract signature

The Scoping Report, SEP and the Detailed ESIA Work plans should be completed within 1 month. The Consultant will complete the ESIA process (including requested specialist studies) and the Draft ESMS within 2 months of taking up the Assignment.

STAFF AND QUALIFICATION

The Company or Individual consultant and the project team and their qualifications must reflect the scope of services and show excellent technical and professional qualifications.¹⁰ The Consultant shall provide a description of tasks to be performed by

¹⁰ All key personal shall not be in or standing before retirement or reactivated from retirement.

each team member as well as details on the selection and experience of the proposed members regarding their tasks.

The Company or Individual Consultant shall provide updated curricula vitae (CV) of the proposed international and regional or Local staff in standard format (refer to annex.1) showing relevant experience and shall not exceed four (4) pages. Key staff should have adequate education, professional experience, language skills and experience in Rwanda and the Region with similar tasks. Please note that key staff presented in the Consultant's proposal may not be replaced without the prior approval from the Grantee.

The following staff should be included in the Team composition as a minimum.

- An overall responsible Project Director/manager (Environmental) /.... National
- Key ESIA (environmentalist) expertsNational
- Key ESIA (social) expertsNational
- Key ESIA expertsNational

– **Key expert 1: ESIA Expert National (Environment)**

Qualifications and skills:

- University degree (PhD or Master's) in environmental management, Civil Engineering, Environmental Sciences, Biology, Geography, or other related disciplines.

General professional experience

- Minimum of 4 years of experience in conducting ESIA related projects according to international, regional, and National environmental and social safeguard standards example those from National environmental guidelines and policies, World Bank, IFC, ADB, EBRD...)
- Experts must have done an ESIA study of at least five (5) projects of a similar nature within the past 5 years.
- Expert must have at least 4 years working experience in country/region or other developing or emerging countries.
- Knowledge in national resource management and environmental and social management plans.

– **Key expert 2: ESIA Expert National (Social)**

Qualifications and skills

- University degree (Master's) in anthropology / sociology, Biology, Environmental sciences, geography, or related disciplines.

General professional experience

- Minimum 4 years of experience in conducting ESIA in related sectors (Environmental and Natural Resources, Energy, transport sector according to National/ international standards.
- He/she must have done an ESIA of at least two (2) projects of a similar nature within the past 5years.
- He/she must have at least 4 years working experience in Rwanda or regional countries.

-
- Knowledge in developing and implementing resettlement plans, stakeholder engagement in particular with indigenous groups and environmental and social management plans.

– **Key expert 3: ESIA Expert local**

Qualifications and skills:

- University degree (Master's) in environmental management, Environmental sciences, Biology, geography, anthropology / sociology, or related disciplines.

General professional experience

- Minimum 4 years of experience in conducting ESIA's in country projects according to international environmental and social safeguards (e.g., World Bank, IFC, ADB, EBRD...)
- He/she must have done an ESIA of at least two (2) projects of a similar nature within the past 5 years.
- Profound knowledge of the national environmental and social legislations as well as national requirements for the Environmental and Social Impact Assessment process.

NB

- Within the proposal the Consultant shall confirm that the key experts will be available for the respective position throughout the whole duration of the assignment.
- He/she should be certified and registered with the Rwanda Association of Professional Environmental Practitioners (RAPEP) in the category of either Firms of Experts; Lead Experts and Associate Experts in Rwanda and present a recent certificate of membership for the year 2022-2023.
- The application file should contain the following documents:
 - a) Up-to-date and detailed Curriculum Vitae for Individual Consultant/ Curricula vitae of the proposed team members in the company to carry out the assignment.
 - b) A technical offer, a proposal with a clear timeframe and a description of the proposed methodology, an understanding of TORs, and detailed description of how the deliverables will be achieved (*Clarity and completeness of the tender; Critical analysis of the project objectives and the Terms of Reference; as well as the Proposed concepts and methods.*)
 - c) A Financial offer detailing the costs (in Rwandan Francs) detailing the taxes charged associated with the delivery of the above services, The financial offer must be a separate document in separate envelope from the technical bid.
 - d) At least Two (2) evidence of the consultant's experience in a similar assignment: Copies of similar assignments (with evidence of Certificates for satisfactory completion of these assignments is a MUST)
 - e) At least 3 references with their contacts and addresses

ADMINISTRATIVE DOCUMENTS THAT ARE A MUST TO SUBMIT IN ORDER TO PREQUALIFY TO TECHNICAL EVALUATION STAGE. ANY MISSING DOCUMENTS WILL DISQUALIFY YOUR BID.

1. Copy of Certificate of Business/ domestic Company Registration from Rwanda Development Board
2. Copy of VAT/TIN certificate if your company is registered to Pay taxes
3. Valid Original or certified copy of tax clearance certificate (Attestation de non creance) from Rwanda Revenue Authority
4. RAPEP Certificate of membership in 2022-2023, Either as a Firm of experts/ Lead expert/Associate Expert in Rwanda
5. Proof of payment of a non-refundable fee equivalent to Fifty Thousand Francs (**50,000 RWF**) paid into:

Bank Name: **Access Bank (Rwanda) Ltd.**
Account Name: **SOCIETY FOR FAMILY HEALTH RWANDA.**
Account Number: **1002190101953001.**
Currency: **RWF**

ANNEXES: TABLE OF CONTENT

Annex 1 CV Template

Annex 2 Guidance on the preparation of a Stakeholder Engagement Plan and planning of stakeholder activities

ANNEX 1: CV TEMPLATE

CURRICULUM VITAE

Proposed position in the assignment:
contact details ((email, telephone)

1 Family name:

2 First names:

3 Date of birth:

4 Nationality:

5 Education:

Institution	
Date: from - to:	
Degree(s) or Diploma(s) obtained:	

Institution	
Date: from - to:	
Degree(s) or Diploma(s) obtained:	

6 Language skills: (Mark 1 to 5 for competence, 5 being the highest)

Language	Reading	Speaking	Writing

7 Membership of professional bodies:

8 Other skills (e.g. Computer literacy, etc.):

9 Present position:

10 Years with the firm:

11 Key qualifications (relevant to the proposed position in the Assignment):

ANNEX 2: GUIDANCE ON THE PREPARATION OF A STAKEHOLDER ENGAGEMENT PLAN AND PLANNING OF STAKEHOLDER ACTIVITIES

Information to be provided by a SEP

The SEP shall contain information on the following (at least but not limited to):

- **Background information:** Overview of the proposed Project design and its activities during the different project stages (planning, construction, operation, maintenance), its purpose, costs, and financiers.
- **Public consultation regulations and requirements:** Description of national regulations and requirements as well as international Standards and international Best Practice. Wherever there are gaps between national and international requirements, the most stringent will be applied.
- **Previous public consultation and disclosure activities:** Summarize all public consultation and information disclosure activities to date. This should include the types of information disseminated, the locations and dates of meetings, descriptions of those individuals/groups involved. An overview of issues discussed, how they were responded to and how they were communicated back to the concerned publics.
- **Stakeholder identification:** The first step of the stakeholder engagement activities is the identification and characterization of the Project stakeholders. In this regard, provide an inventory of key stakeholder groups who were/will be informed and consulted about the project. This would include authority, local communities, landowners, civic organizations, Non-Governmental Organizations (NGOs) and Community Based Organizations (CBOs) and government representatives as well as consider power/influence relations and inter- and intra- social dynamics across all stakeholders, identifying under-represented and vulnerable groups. The identified stakeholders shall be compiled in a list.
- **Stakeholder planning:** The SEP shall describe the engagement planning activities to be undertaken. The planning activities should define the goals of the SEP, its methods for information disclosure and consultation, including appropriate communication methods (culturally appropriate and relevant language(s)), timing and activities for stakeholder engagement as well as the issues to be presented based on the ESIA study. Also, a schedule detailing when public consultation and information disclosure will occur, with which stakeholder groups, at what stages of the project's process/project cycle, and through what formats will be provided.
- **Stakeholder documentation:** The Consultant shall prepare the necessary documentation required for engagement activities. This will include a Background Information Document (BID), presentation for use at stakeholder meetings, advertisements, and notices as well as maps, pictures and posters if required.
- **Stakeholder interactions:** including meetings, provision of information, advertisements, notices, radio, and TV advertisements if required
- **Reporting:** The results of the stakeholder interactions should be summarized within the Scoping Report and ESIA Reports. The issues raised should be listed and grouped, and the ESIA should demonstrate how these issues have been addressed within the ESIA.
- **Monitoring, reporting and review:** Monitoring activities for review of the stakeholder engagement activities and the need for updating of the SEP through a

management of change process. Identify where and when the results of public consultation and information disclosure will be reported. This should include at a minimum reporting on the results of consultations at the draft ESIA stage and annual monitoring reports.

- **Resource and Responsibilities:** The staff and resources that will be required to implement and manage stakeholder management activities and how it will be integrated in the current management activities.
- **Disclosure:** The stakeholder engagement activities should include sufficient disclosure of Project information, including release of the Scoping Report and ESIA Report.

– **Exemplary Table of Content of a SEP**

The following exemplary table of content shall be used or amended accordingly to the impacts and risks of the Project

1. Introduction

- 1.1 Project Description
- 1.2 Public Consultation and Project Design, Construction and Operations
- 1.3 Project Purpose and Objectives
- 1.4 Total Project Cost and Associated Financiers and Lenders

2. Public Consultation Regulations and Requirements

- 2.1 Local Regulations and Requirements
- 2.2 International Best Practice

3. Stakeholders

- Provide an inventory of key stakeholder groups who were informed and consulted about the project.

4. Stakeholder Engagement Plan

- 4.1 Goals of the Plan
- 4.2 Methods for Information Dissemination and Public Consultation
- 4.3 Information Disclosure and Public Consultation
 - 4.3.1 Issues Scoping
 - 4.3.2 ESIA Review
 - 4.3.3 Construction and Operations

5. Schedule and Timetable

- Provide a schedule detailing when public consultation and information disclosure will occur, with which stakeholder groups, at what stages of the project's process/project cycle, and through what formats.

6. Resources and Responsibilities

- Indicate budgets allocated to the realisation of all activities foreseen in the Plan

7. Monitoring and Reporting

Identify where and when the results of public consultation and information disclosure will be reported. This should include at a minimum reporting on the results of consultations at the draft ESIA stage and

– **Guidance for the implementation of stakeholder engagement activities**

Stakeholder Engagement activities may be but not be limited to:

- Every effort should be taken to include broad representation from all stakeholder groups with particular attention to include potentially marginalized or vulnerable groups.
- Presentation of the project during the meeting with adapted and appropriate languages:
- The Consultant will have to present the project in the less technical way, and the nearest to the population's concerns.
- The presentation should include a clear summary of the main information contained in the ESIA, and especially the information related to potential positive or negative impacts of the project and the measures to be implemented to avoid, mitigate, or compensate harmful consequences of the project on the human and natural environment. It should also contain a situation plan detailing the borders of the predictable area impacted by the Project.

In addition, the Consultant should note the following in the preparation of the proposal for this work:

- Stakeholder engagement activities need to satisfy host country legal requirements, guidelines, and formats.
- The nature, frequency, and number of the engagement meetings shall be determined by the Consultant as appropriate for the Project nature and context if applicable

PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

Between the Employer and successful Consultant, a Contract will be signed as per the attached Model Contract for Consulting Services.

CONSULTING CONTRACT

dated

[•]

between

[•]

– hereinafter referred to as the “Employer” –

and

[•]

– hereinafter referred to as the “**Consultant**” –

Relating to project “[•]”

CONTENTS

Section	Page
<u>Preamble</u>	1
<u>General Conditions</u>	1
<u>Paragraph 1</u> <u>General Provisions</u>	1
<u>Paragraph 2</u> <u>The Employer</u>	9
<u>Paragraph 3</u> <u>The Consultant</u>	11
<u>Paragraph 4</u> <u>Commencement, Completion, Amendment and Termination of the Services</u>	13
<u>Paragraph 5</u> <u>Remuneration</u>	16
<u>Paragraph 6</u> <u>Liability</u>	19
<u>Paragraph 7</u> <u>Insurance against Liability and Damages / Guarantees</u>	20
<u>Paragraph 8</u> <u>Disputes and Arbitration Procedure</u>	21

Preamble

The Employer requests consulting services to be rendered for the Project (as defined below) as designated in the Special Conditions (as defined below). The Consultant has submitted a technical and a financial bid for the Services (as defined below) which has been accepted by the Employer. Therefore, the Parties agree as follows:

General Conditions

GENERAL PROVISIONS

DEFINITIONS

Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.

“**Agreed Remuneration**” means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

“**Commencement Date**” has the meaning given to such term in the Special Conditions.

“**Completion Period**” means the period for the completion of the Services as set out in the Special Conditions.

“**Consulting Contract**” means this contract for consulting services, including its Preamble and its Annexes^{11,12}

“**Contract Value**” has the meaning given to such term in the Special Conditions.

“**Country**” has the meaning given to such term in the Special Conditions.

“**Force Majeure**” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party’s experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting

¹¹ If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

¹² In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

“Foreign Currency” means any currency other than the Local Currency.

“Foreign Staff” means the staff who do not hold the citizenship of the Country.

“Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contract and one member has the authority to conduct all business for and on behalf of any and all the members of the JV. The terms Joint Venture and Consortium can be used interchangeably.

“Local Currency” has the meaning given to such term in the Special Conditions.

“Other Costs” means the additional costs of the Consultant to the extent agreed in the Special Conditions.

“Parties” means the Employer and the Consultant.

“Project” means the project specified in the Special Conditions.

“Services” means the contractual services described in **Annex 3** [*Terms of Reference plus Tender Documents*], **Annex 9** [*The Consultant’s Bid*] and Paragraph 3.1 [*Scope of Services*], including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 [*Standard and Special Services*].

“Special Conditions” means the terms and conditions set out under the header “Part II: Special Conditions” of this Consulting Contract.

“Standards” means the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

“Written” or **“in writing”** means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

INTERPRETATION	<p>Unless a contrary indication appears, in this Consulting Contract: Section, clause, annex and schedule headings are for ease of reference only.</p> <p>The singular includes the plural and vice versa.</p> <p>References to a "Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.</p> <p>References to a "director" include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.</p> <p>References to this "Consulting Contract" or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.</p> <p>References to a "person" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).</p> <p>References to Euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US\$ are references to the legal currency of the United States of America.</p>
RANKING AND ORDER	<p>In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.</p> <p>In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.</p> <p>In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.</p>
COMMUNICATION AND LANGUAGE	<p>Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form.</p>
GOVERNING LAW	<p>This Consulting Contract is governed by the laws specified in the Special Conditions.</p>
ENTRY INTO FORCE AND EFFECT	<p>This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties,.</p>
MEASUREMENTS AND STANDARDS	<p>Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.</p>

- ASSIGNMENT AND SUB-CONTRACTING** The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Employer.
- The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer,. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.
- The Consultant shall, and shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).
- COPYRIGHT AND RIGHTS OF USE** To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that no third party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.
- OWNERSHIP OF DOCUMENTS AND EQUIPMENT** All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.
- The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.
- CONFIDENTIALITY AND PUBLICATION** The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer , as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.

The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:

which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;

which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

the disclosure of which is:

- i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;
- ii. required pursuant to any applicable law or regulation; or
- iii. made with the prior written consent of the Party providing the information.

Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to IFE.

CONDUCT

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff will not, interfere with the political or religious affairs of the Country.

SANCTIONABLE PRACTICE

The Consultant shall, and shall ensure that its representatives, agents and employees will:

a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,

b) not engage at any time in any Sanctionable Practice; and

c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

Coercive Practice The impairing or harming, or threatening to impair or harm, directly or indirectly, any

	person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of IFE's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.

Sanctioning Body Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.

Sanctions List Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

The Consultant will inform its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract of their respective obligations.

The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall remain unaffected.

**SSOCIAL
ENVIRONMENTAL
RESPONSIBILITY**

AND

The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with the Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) as outlined in IFE / KFW's Sustainability Guideline (October 01, 2019, as amended from time to time) and, consequently:

where relevant, implement any environmental and social and health and safety risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the Employer and/or IFE. The Consultant will report on the status of implementation of ESHS measures and plan items as contractually agreed.

REIMBURSEMENTS

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments:

if in Foreign Currency, for the account of the Employer to _____; and

if in Local Currency, to the special account of the Employer specified in the Special Conditions.

SEVERABILITY AND WRITTEN FORM

If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.

The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.

Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

DROLE OF IFE

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to IFE pursuant to this Consulting Contract, IFE shall not and shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder.

THE EMPLOYER

INFORMATION

During the term of this Consulting Contract, the Employer, shall, within a reasonable period of time and at its own cost and expense, provide the Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it..

DECISIONS AND COOPERATION

Where the Employer is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Employer with all the information reasonably required by the Employer including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

SUPPORT

The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].

In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:

- obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);

- granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;

- the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;

- securing return transport in cases of emergency;

- obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;

- obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and

- providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out

under any of the foregoing sub-paragraphs (a) through (f) above.

TAXES

The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country are considered to be included in the Remuneration and may not be charged separately.

If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable laws in Rwanda with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be) decreased accordingly by agreement to be concluded between the Parties hereto.

SERVICES AND FURNISHINGS

The Employer shall make available to the Consultant, at the Employer's cost and expense, such technical and other equipment and offices as described in Annex 6 [*Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer*] for the purpose of performing the Services.

CONTACT PERSONS OF THE EMPLOYER

The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Employer further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

THE CONSULTANT

SCOPE OF SERVICES

The Consultant shall deliver the Services in full and on time.

The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [*Services and Furnishings*]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.

REPORTING AND INFORMATION

The Consultant shall report to the Employer on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. The Consultant shall inform the Employer promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services.

The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

STAFFING

The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer.

Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.

If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.

If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

**CONTACT PERSON OF
THE CONSULTANT**

The Consultant shall appoint a natural person as its contact person for the Employer in relation to this Consulting Contract, and the Consultant further undertakes to appoint a substitute contact person without undue delay should the individual appointed (or its substitute) no longer be available.

Moreover, the Consultant shall specify and provide contact details to the Employer for an individual, as well as a deputy, at the Consultant's place of business who can be reached at any time in cases of emergency or crisis. The Consultant shall notify the Employer without delay of any change of any such elected person or its contact details.

COMMENCEMENT, COMPLETION, AMENDMENT AND TERMINATION OF THE SERVICES

COMMENCEMENT AND COMPLETION

The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [*Time Schedule for the Performance of the Services*] and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).

In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Employer.

Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

PENALTIES FOR DELAY AND DISSATISFACTORY SERVICES

If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 1/1000 per day of the contract value for every day of delay, subject to an overall cap of 10% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 4.6.2 [*Suspension and Termination*].

In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

FORCE MAJEURE

In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has

wilfully or negligently not, mitigated in light of the circumstances at that time.

In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:

a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and

all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [*Remuneration*] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [*Suspension or Termination*].

The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:

any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and

any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's willful misconduct or negligence.

The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

The Employer may, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimised. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [*Force majeure*] shall apply *mutatis mutandis*.

If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer

SUSPENSION OR TERMINATION

may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.

The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant's corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.

In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:

the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and

if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:

(i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and

(ii) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's willful misconduct or negligence.

If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.

BREACH OF PARAGRAPH 1.13

If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if the any obligations thereunder have been breached.

RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [*Breach of Paragraph 1.13*] the Employer shall be entitled, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Employer.

REMUNERATION

FORMS OF REMUNERATION

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [*Cost Calculation and Invoicing Table*], depending on the type of Services agreed which may be either

lump sum services; or time-based services.

**GENERAL PAYMENT
TERMS**

To the extent not otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract **upon presentation and approval of inception report**; and **an invoice of 20% advance**; against presentation of an advance payment **performance guarantee of 5% from a financial institution** in accordance with the Special Conditions.

Second Instalment shall be paid upon presentation and approval of the first draft of the ESIA and ESMP report and corresponding invoice not exceeding 70% of the total contract value.

The final payment of 10% shall be made after the Services have been performed in full and written confirmed Reports approved by both the employer and the project donor to the Consultant.

**PAYMENT
CONDITIONS**

In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.

In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*] as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*].

Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*].

The original documentation evidencing the Other Costs shall be sent to the Employer, unless this Consulting Contract has been entered into pursuant to an agency contract in which case the original documentation shall remain with the Consultant and be delivered to the Employer.

LIMITATIONS

The remuneration of the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.

INVOICING	Payments are made against invoices. The original invoices shall specify (i) the period for which the underlying Services have been performed and (ii) correct banking details and shall be addressed to the Employer.
PAYMENT DEADLINE	With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete. Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 15 days of presentation of a verifiable invoice by the Consultant to the Employer. If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [<i>Payment Deadline</i>] and the Employer has not raised an objection pursuant to Paragraph 5.7 [<i>Objection to Invoices</i>] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.
OBJECTION TO INVOICES	Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of an invoice, it shall pay that part of the invoiced amount to which it has not objected within the period specified in Paragraph 5.6 [<i>Payment Deadline</i>].

AUDITING

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall maintain up-to-date records that meet professional standards and that clearly and systematically indicate the Services provided and the time and expense involved. The Consultant shall permit the Employer and IFE (as well as their respective advisors and auditors) to audit these records at any time and make copies of them.

LIABILITY

GENERAL LIABILITY OF THE CONSULTANT

The Consultant shall be liable to the Employer for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [*The Consultant*]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of willful misconduct or gross negligence.

LIABILITY FOR SUB-CONTRACTORS

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [*Assignment and Sub-contracting*].

PERIOD OF LIABILITY

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

LIABILITY FOR CONSEQUENTIAL DAMAGE

Liability for consequential damages is excluded.

LIABILITY OF THE EMPLOYER

The Employer shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [*The Employer*].

INSURANCE AGAINST LIABILITY AND DAMAGES / GUARANTEES

INSURANCE AGAINST LIABILITY AND DAMAGES

The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions, including, but not limited to, the following:

professional liability insurance;

personal liability insurance;

equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract; and

motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.

The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [*Insurance Against Liability and Damages*] shall be fully compensated by the Agreed Remuneration and may not be charged separately.

The Employer shall take out the insurances to the extent agreed in the Special Conditions.

GUARANTEES

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall always be provided as bank guarantees issued in favour of the Employer as beneficiary. They must be acceptable to the Employer. The original of the guarantee shall be sent to the Employer,.

DISPUTES AND ARBITRATION PROCEDURE

ARBITRATION PROCEDURE

If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Consulting Contract shall finally and exclusively be settled by Rwandan courts of law. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

PART II: SPECIAL CONDITIONS

Ad Article 1: General Provisions

Ad 1.1: Definitions

“Completion Period”: The completion period shall be the period starting on the Commencement Date and ending on [.....●].

“Country”: [Rwanda]

“Project”: **Enhancing private sector investment to create decent jobs in the health sector; improving capacity of health workers to deliver quality health care in Rwanda]**

BMZ no. [IFE-RWA-C1-0163] as further specified in Annex 3.

“Commencement Date”: [insert date] / the date [falling [●] weeks after]/[of] the entry into force of this Consulting Contract.

[The date on which execution shall be commenced can be identical with the date on which the contract enters into force or it can lie after the date on which the contract enters into force. The date on which execution shall be commenced can be defined in absolute terms (first option) if the timeline of events is fixed or it can be defined relative to the date on which the contract enters into force (second option) if the date on which the contract enters into force cannot be determined in advance. The option that does not apply shall be erased. Usually, between the date on which the contract enters into force and the date on which execution shall be commenced a mobilization phase is planned for, whose length may be up to four weeks depending on nature and scope of the task.]

Ad 1.4: Communication and Language

The language for notices, instructions, reports and other communication shall be [in English].

Notices

Address of the Employer

Postal address	[PO Box 3040, Kigali; Plot No: 233, KG 501 Street, Kacyiru]
Email:	[info@sfrwanda.org]
Phone:	[Reception Tel: +250-78830685]

Address of the Consultant

Postal address

Email: [•]

Phone: [•]

Ad 1.5: Governing law

The law governing this Consulting Contract shall be [Rwandan law].

[If this Consulting Contract is concluded in more than one language, only the [English] language version shall be legally binding.]

Ad 1.9: Copyright and rights of use [Employer]

Ad 1.14: Reimbursements

Account details of the Employer's special account for reimbursements in Local Currency: [RWF]

Ad Article 2: The Employer

Ad 2.2: Decisions and cooperation

[Distinguish as and where appropriate] Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within [30] days/weeks from receipt by the Employer of the respective written request of the Consultant.

Ad 2.4: Taxes

The contractual parties agree on the following provisions regarding taxes and public duties in the country of the Employer: **[Rwanda]**

[Clarification is required for local taxes that may need to be paid or reimbursed, by the consultant/Firm, e.g. 18% VAT, 15% withholding tax, as mandatory fees to a regulatory body. The agreements below should be fully in line with the relevant instructions to consultants in the request for proposal and shall not substantially modify these instructions.]

[Depending on the legal situation governing the Contract the following general cases may occur:

- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract*

- *and the Employer will reimburse the Consultant for these local taxes and public duties paid by the Consultant to the tax authorities*
- *or the Employer will pay these taxes and duties on behalf of the Consultant to tax authorities.*
- *In such cases the Contract should specify the nature and amounts of taxes and the procedure of invoicing by the Consultant and the mode of payment by the Employer,*
- *the Consultant and its foreign staff are subject to local taxes and public duties directly attributable to the Contract which will be borne by the Consultant and its staff. In such cases offered prices are considered inclusive of local taxes and public duties, i.e. local taxes and public duties shall be considered to be included in the overhead cost calculation and will not be subject to any separate payment.*

The contractual provisions shall reflect the relevant case]

Ad 2.6: Contact persons of the Employer

The Employer's contact persons shall be

- ✓ [Manasseh GIHANA WANDERA; Executive Director].
- ✓ Contact details [0788312174].

- ✓ The Employer's deputy shall be [Janepher TURATSINZE].
- ✓ Contact details [0788309996].

Ad Article 3: The Consultant

Ad 3.2: Reporting and information [●]

[Indicate nature, scope and frequency of reports, including a final report, throughout the period of the Contract.]

The total duration of the assignment will be 2 months

- ❖ Inception Report will be submitted within 2 weeks after taking up the assignment,
- ❖ Initial draft of the ESIA report within 1.5 months after taking up the Assignment.
- ❖ Final versions of the ESIA reports are expected within 2 months from contract signature

Ad 3.4.1: The Consultant's contact person

The Consultant's contact person shall be [●].

- ✓ Contact details [●].
- ✓ The deputy shall be [●].
- ✓ Contact details [●].

Ad 3.4.2: The Consultant's contact person for cases of emergency or crisis

The Consultant's contact person for cases of emergency or crisis shall be [●].

- ✓ Contact details [●].
- ✓ The deputy shall be [●].
- ✓ Contact details [●].

Ad Article 5: Remuneration

Ad 5.1: Forms of Remuneration

In consideration of the Services, the Employer shall pay to the Consultant an amount of

up to [●] in [RWF currency]

(the "**Contract Value**").

In accordance with the Terms of Reference, the Services will be rendered as

[please select:

Lump sum services

Time based services

Ad 5.2 (a): General Payment Terms

[Total amount of the advance payment: RWF]

equalling [20] % of the Contract Value excluding Other Costs]

Please select

Prior to any advance payment, the Consultant must present an advance payment Performance guarantee in the entire amount of such advance payment in the form set out in Annex 10. Such guarantee shall be provided as a bank guarantee in favour of the Employer as beneficiary. It must be acceptable to the Employer. The original of the guarantee shall be sent to the Employer,

An advance payment guarantee will not be required.]

5.3:

Instalments

Payment shall be made in [.....] instalments [, each for an amount of [.....] / [as follows: [.....].

[If applicable: In derogation of Art. 5.2(b), instalments will be made every [.....] months.]

If applicable: In derogation of Art. 5.2.(b) payment shall be made based on the fulfilment of the respective milestone as follows: [.....]

[Please specify in detail the respective milestones and the corresponding payment amounts for the achievement of such milestones.]

[•] RWF as the final payment

[The instalments should be arranged in a way that the final payment for the lump sum services will amount to approximately 10 % of the Contract Value.]

A) Time based services

[•] RWF advance payment relating to the time-based services

equaling [.....] % of the total remuneration for the time-based services]]

Instalments

Instalments will be invoiced on the basis of the Cost Calculation and Invoicing Table (Annex 8) and the unit prices set out therein and substantially in the form of the model invoicing sheet enclosed in Annex 8.

The advance payment [relating to the time-based services] of [.....] RWF will be deducted from each instalment on a pro rata basis. A retention of **[5]**% will be deducted from each instalment and will constitute the final payment.

[•] RWF as the final payment

[The instalments should be arranged in a way that the final payment for time based services will amount to approximately 10 %, of the Contract Value.]

B) Other Costs

Other Costs, if any, will be invoiced together with the instalments on the basis of and substantially in the form set out in the Cost Calculation and Invoicing Table (Annex 8) stating the actual costs and exchange rates applied.

Ad 5.5: Invoicing

The Consultant's invoice shall indicate the BMZ-No. **IFE-RWA-C1-0163** (see Definition of "Project" pursuant to Article 1.1).

Payments shall be made to the following account:

- Account holder: [•]
 Bank: [•]

-
- Account number: [●]
 - [where applicable:
 - IBAN: [●]

Ad Article 6: Liability

Ad 6.3: [Period of liability

The Consultant's liability shall terminate year after the final acceptance of the structures.

Ad Article 7: Insurance

The insurance [●] shall be taken out and maintained by the Consultant,

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.1: Arbitration Procedure

The place of arbitration shall be [Kigali- Rwanda].

The language of the arbitration procedure shall be [English].

(Place, date)

(for the Employer)

(for the Consultant)

LIST OF ANNEXES

[Note: If one or several of the Annexes are not necessary in the respective Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.]

Annex no.	Title
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant)
3	Terms of Reference plus Tender Documents
4	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
5	Staffing Schedule
6	Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
7	Time Schedule for the Performance of the Services
8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Form of Advance Payment Guarantee (if relevant)

Declaration of Undertaking

Reference name of the Application/Offer/Contract: **("Contract")**

To: **("Project Executing Agency")**

9. We recognise and accept that the Investitionen für Beschäftigung (Investing for Employment) GmbH (hereafter the "Facility") only finances projects of the Recipient¹³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the Recipient. As a matter of consequence, no legal relationship exists between the Facility and our company, our Joint Venture or our Subcontractors under the Contract. The Recipient retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
10. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);
 - 2.4) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the Recipient's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or
 - 2.7) being guilty of misrepresentation in supplying the information required as a condition

¹³ The Recipient means, in this case, the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services

- of participation in the Tender.
11. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an Affiliate controlled by the Recipient or a shareholder controlling the Recipient, unless the stemming conflict of interest has been brought to the attention of the Facility and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a Recipient's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of the Recipient and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the Recipient;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Recipient;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract.
 12. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
 13. We undertake to bring to the attention of the Recipient, which will inform the Facility, any change in situation with regard to points 2 to 4 here above.
 14. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation¹⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
 15. In the case of being awarded a Contract, we, as well as all members of our Joint Venture

¹⁴ In case ILO conventions have not been fully ratified or implemented in the Rwanda the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and the Facility, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination

partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the Recipient and the Facility or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.

16. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the Applicable Law by the Recipient and the Facility.

Name: _____ In the capacity of:

Duly empowered to sign in the name and on behalf of¹⁵:

Signature:

Dated:

¹⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder

Minutes of Negotiation (if relevant)

N/A

Terms of Reference plus Tender Documents

Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries

(in the version valid on the date the bid was submitted)

Staffing Schedule

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer

Time Schedule for Delivery of the Services

(Pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

Cost Calculation and Invoicing in [RWF preferably] Package A – Lump Sum Services

Detailed Cost Calculation – Fees, Transport, Logistics (for information only not basis for payments)				
1. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Contract amount
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 other international flights	flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...
Sub-total Reports and documents				
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>				
Total Package A – Lump Sum Services				

7.2 ...	...	...					
Sub-total Reports and documents									
8. Equipment Costs									
8.1 Office equipment									
8.2 Project vehicles									
8.3 Other equipment to be handed over/consumed									
Sub-total Equipment Costs									
9. Miscellaneous									
9.1 Other miscellaneous items/services									
9.2 Security measures									
Sub-total Miscellaneous									
Total Package B – Time Based Services									
minus Advance payment									
minus Retention									
Total									

Cost Calculation and Invoicing in [RWF preferably]
Other Costs

Contract Allowance			Model for invoicing							
			Total previous invoices		This invoice (actual quantity and actual amount)		Total to date	Remaining Budget		
	Unit	Provisional Contract Amount RWF	Cum. Quantity	Cum. Amount RWF	Quantity	Amount local currency (if appl.)	Exchange rate (if appl.)	Amount RWF	Amount RWF	Amount RWF
10. Uncertain expenses										
10.1. aus 8.										
10.2. aus 9.										
11. Contingencies/other										
11.1. General Contingencies		...	not	applicable						
11.2....		...								
11.3.		...								
Total Other Costs										

The Consultant's Bid

Advance Payment Guarantee

Beneficiary: *[SOCIETY FOR FAMILY HEALTH (SFH)RWANDA]*

Date of issue: *[Insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the **Contractor**”) has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called “the **Contract**”). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*¹⁶, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Contractor on its account. Minor deductions of the above-mentioned amount notably due to bank fees shall have no effect on the entry into force.

[For guarantees issued in foreign currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to _____, for the account of *[Insert name of the Beneficiary and the Beneficiary’s country]*.

[For guarantees issued in local currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary’s country]*.

This guarantee shall be automatically reduced pro rata in accordance with the payments performed by the Gurantor hereunder and expire not later than *[insert expiry date]*.

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

¹⁶ This guarantee must be issued in the Contract currency only.

[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]

[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [insert country of jurisdiction where the bank's branch issuing the guarantee is physically located].

Place, date

Guarantor's authorised signature(s)

Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.

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