



**BTC**

**BELGIAN  
DEVELOPMENT AGENCY**

# **BID SPECIFICATIONS BTC RWA 829**

**SERVICE TENDER FOR**

**“CAPACITY BUILDING OF LCF  
BENEFICIARIES IN BUSINESS  
SKILLS AND PARTNERSHIP  
SKILLS”**

**NAVISION CODE: RWA1309011**



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# 1 Part 1: Administrative and contractual provisions

## 1.1 General points

### 1.1.1 Derogations from the Royal Decree of 14.01.2013

Chapter 1.4 Specific contractual and administrative provisions of these Bid Specifications (CSC/Cahier spécial des charges) includes the administrative and contractual terms that apply to this tender as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

### 1.1.2 The contracting authority:

The contracting authority of this tender is “Belgian Technical Cooperation”, further called “BTC”, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

BTC, the Belgian development agency, supports developing countries in their fight against poverty on behalf of the Belgian government. Besides this public service mission on behalf of the Belgian government BTC also provides services on behalf of other national and international organisations contributing to sustainable human development<sup>1</sup>.

For this tender, BTC is represented by Mr Laurent Messiaen, Co-manager of RDSP-BTC project in Rwanda.

### 1.1.3 Institutional framework of BTC

The general reference framework in which BTC operates is the Belgian Law on Development Cooperation of 19 March 2013<sup>2</sup> as well as the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company, changed by the Laws of 3 November 2001, of 12 June 2012, of 27 December 2012 and of 15 January 2013<sup>3</sup>.

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

- In the field of international cooperation: the United Nations millennium goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;
- In the field of fighting corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>4</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

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

<sup>3</sup> Belgian Official Gazette of 1 July 1999.

<sup>4</sup> Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>5</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of respecting the environment: Agenda 21 (the 1992 Rio Summit), the Plan of Implementation of the World Summit on Sustainable Development (Johannesburg 2002), as well as initiatives of the European Union, like for instance The European Union Strategy for Sustainable Development, which was adopted in 2001 in Göteborg.

#### 1.1.4 Rules governing the tender

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

- The Law of 15 June 2006 on public procurement and on certain contracts for works, supplies and services<sup>6</sup>;
- The Law of 17 June 2013 on justification, information and means of appeal for tenders and certain contracts for works, supplies and services<sup>7</sup>
- The Royal Decree of 15 July 2011 on the award of tenders in the classical sectors<sup>5</sup>;
- The Royal Decree of 14 January 2013 establishing the general rules for the performance of tenders and of public works concessions.
- Circulars of the Prime Minister with regards to tenders<sup>5</sup>;

#### 1.1.5 Definitions

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

- The bidder: the natural person (m/f) or legal entity that submits a bid;
- The successful bidder / service provider: the bidder to whom the contract is awarded;
- The contracting authority: BTC, represented by the Co-manager of RDSP-BTC project in Rwanda;
- The bid: the commitment of the bidder to perform the tender under the conditions that he has submitted;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental performance levels, the design for all kinds of uses, including access for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, its safety or its dimensions, as well as requirements applicable to the product as regards trade

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

<sup>6</sup> A consolidated version of this document can be consulted in French on [www.belgium.be](http://www.belgium.be); click on Économie > Marchés publics > réglementation.

<sup>7</sup> Belgian Official Gazette of 21 June 2013.

names, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods, as well as the evaluation and conformity procedures;

- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the bidder;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, either at the initiative of the bidder;
- Summary bill of quantities: The contract document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them
- Inventory: A contract document, in a public supply contract or a public services contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- BDA: Belgian Public Bid bulletin;
- OJEU: Official Journal of the European Union;
- OECD: Organisation for Economic Cooperation and Development;
- General Implementing Rules ('RGE/AUR'): Rules given in the Royal Decree of 14.01.2013 establishing the general rules for the performance of tenders and of public works concessions;
- The Bidding document (Cahier special des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Litigation: Court action.

### 1.1.6 Confidentiality

The bidder or successful bidder and BTC are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and shall only divulge such information to third parties after receiving the prior written consent of the other party. They shall disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties shall be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

### 1.1.7 Deontological obligations

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

concluded with BTC.

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

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

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

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

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

### **1.1.8 Applicable law and competent court**

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

The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

In case of litigation or divergence of opinion between the contracting authority and the successful bidder, the parties shall consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

See also point 4.14 Claims and requests (Articles 73 of the Royal Decree of 14.01.2013)

## 1.2 Object and scope of the contract

### 1.2.1 Type of contract

Tender for services

### 1.2.2 Object of the contract

The present tender consists of consultancy services to perform the “**capacity building of LCF (Local Competitiveness Facility) beneficiaries in business skills and partnership skills**”

In order to implement this service, BTC is looking for a **consultancy expertise to perform these services.**

### 1.2.3 Lots

The tender is composed of 4 lots. Bidders may bid for one or several lots.

Lot	Description
Lot 1	Training and coaching on operational and financial management for micro, small and medium enterprises/cooperatives
Lot 2	Training and coaching on marketing for micro, small and medium enterprises/cooperatives
Lot 3	Training and coaching on entrepreneurship and business strategy for micro, small and medium enterprises/cooperatives
Lot 4	Training and coaching on managing cooperation, partnership coordination processes and conflict resolution for companies/cooperatives working together

### 1.2.4 Duration

The contract has a duration of **24 months** beginning from the day after the bidder received the award notification letter.

### 1.2.5 Variants

Each bidder may submit only one bid. Variants are forbidden.

### 1.2.6 Quantities

The number of man/days are estimated and given for determine the financial proposal. (See ToR)



## 1.3 Procedure

### 1.3.1 Award procedure

This contract is awarded in accordance with Article 26, §2, 1° d of the law of 15 June 2003 pursuant to a **direct negotiated procedure, with prior publication**.

### 1.3.2 Publication

#### 1.3.2.1 Official notification

The bid notice is subject to national publication in the Belgian Public Bid bulletin (via e-notification) and on the OECD website.

#### 1.3.2.2 Semi-official notification

These Bid Specifications are published on the BTC website ([www.btcctb.org](http://www.btcctb.org)), LODA website, DG Market website.

### 1.3.3 Information

The awarding of this contract is coordinated by Mrs **Lea Ingabire, BTC**. Throughout this procedure, all contacts between the contracting authority and the (possible) bidders about the present contract shall exclusively pass through these persons. Potential bidders are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these Bid Specifications.

Questions shall be addressed in writing to **Mrs Lea Ingabire** ([lea.ingabire@btcctb.org](mailto:lea.ingabire@btcctb.org)) with copy to **Mrs Sofie Geerts** ([sofie.geerts@btcctb.org](mailto:sofie.geerts@btcctb.org)) and they shall be answered in the order received.

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

The bidder is supposed to submit his bid after reading and taking into account any corrections made to the contract notice or the Bid Specifications that are published in the Belgian Public Bid bulletin and on BTC website ([www.btcctb.org](http://www.btcctb.org)) or that are sent to him by electronic mail. To do so, when the bidder has downloaded the Bid Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and that he gets information on any modifications or additional information.

### 1.3.4 Bid

#### 1.3.4.1 Data to be included in the bid

The bidder's attention is drawn to Article 8 of the Law of 15 June 2006 and to Article 64 of the Royal Decree of 15 July 2011 on incompatibilities.

The bidder is strongly advised to use the bid form in annexe. In this respect, the bidder's attention is drawn to Article 80 of the Royal Decree of 15 July 2011, which stipulates: "When the contract documents include a form for drawing up the bid and for filling out the summary bill of quantities or the inventory, the bidder shall use it. When not using this form, he is fully responsible for the perfect concordance between the documents he has used and the form".

The bid and the annexes to the bid form are drawn up in **English, French or Dutch**. However, bidders are informed that the evaluation committee will be composed in large part by English speaking members and the contract should be performed in English.

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

The bidder clearly designates in his bid which information is confidential and/or relates to technical or trade secrets and shall therefore not be disseminated by the contracting authority.

**The following information shall be included in the bid submission form and bidder identification forms:**

- The unit prices (excluding VAT)
- The lump sum (excluding VAT)
- The total amount of the bid in words and figures (including Withholding taxes excluding VAT)
- The amount of applicable VAT
- The name, position and signature of the person who has a mandate for signing the bid and the proof of that mandate
- The date on which the above-mentioned person has signed the bid
- The document of registration of the bidder as a company/individual consultant in his country of origin.
- Signature of the availability and Integrity forms

#### **1.3.4.2 Period the bid is valid**

The bidders are bound by their bid for a period of **120 calendar days**, as from the day following the date for the opening of bids.

#### **1.3.4.3 Documents and certificates to be added to the bidder**

The bidders include the following to their bid:

- All documents requested for the selection criteria (point 1.3.6)
- All documents requested for the award criteria (point 1.3.6.2)
- Forms (Part 3)

#### **1.3.4.4 Copies**

The bids must be submitted in **three copies**, one of which mentions 'original' with original signature and the others mentions 'duplicata' or 'copy'. The original must be a paper copy. The duplicate may be a simple photocopy, but it may also be submitted in the form of one or several files on a CD-ROM.

#### **1.3.4.5 Determination, components and revision of the prices**

All prices given in the bid form must obligatorily be given in **euros**.

This contract is a lump sum price contract, i.e. only the global price is a lump-sum price.

The successful bidder is deemed to have included in his global price all the charges of any kind normally applied to services, with the exception of VAT.

According to Article 21, § 2, of the Royal Decree of 15 July 2011, the contracting authority may for the purpose of verifying the prices carry out an audit involving any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

#### **1.3.4.6 Elements included in the price**

The service provider is supposed to include in all prices all costs and taxes that generally somehow affect the services, with the exception of the value-added tax and **including a withholding tax of 15% applicable in Rwanda**.

The following are included in the prices: fees, per diems, accommodation costs, national and international transport costs, insurance costs, communication costs, costs for documentation of the services that can be required by the contracting authority, all costs, consultant staff and material expenses needed to implement the present contract, the copyright fees, the purchase or leasing of third party services needed by consultant for the implementation of the contract.

For the eventual necessary missions into the country, a vehicle from CDEU project with a driver will be made available. These missions will be planned in close collaboration with and sanctioned by the Management of CDEU project.

#### **1.3.4.7 Price revision**

For this contract, no price adjustment whatsoever is possible.

### **1.3.5 The right to submit bids and opening of bids**

#### **1.3.5.1 The right to submit a bid and how to submit bids**

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

The bid must reach the president of the opening session before he/she has officially opened the session. It is submitted in a properly sealed envelope bearing the following information: Bid **RWA 829**– Opening of bids on the **11th of July 2017 at 11.00 am Kigali time**, “capacity building of LCF beneficiaries in business skills and partnership skills”.

It may be submitted:

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

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

**To the Attention of Lea Ingabire**  
**Belgian technical Cooperation**  
**8, KN 47 ST**  
**B.P. 6089 KIYOVU**  
**KIGALI- RWANDA**

- b) Delivered by hand with acknowledgement of receipt.

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

### **1.3.5.2 Change or withdrawal of a bid that has already been submitted**

When a bidder wants to change or withdraw a bid already sent or submitted this must be done in accordance with the provisions of Article 91 of the Royal Decree of 15 July 2011.

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

A withdrawal can also be communicated by means of a fax or by electronic means that are not in conformity with Article 52, § 1 of the Royal Decree of 15 July 2011, in as far:

1° The withdrawal reaches the president of the opening session before he/she has officially opened the session; and,

2° The withdrawal is confirmed in a registered letter sent at the latest the day before the opening session is held.

### **1.3.5.3 Opening of bids**

The bids must be in the possession of the contracting authority at the latest on **11th of July 2017 at 11.00 am Kigali time**. The bids shall be opened in public.

## **1.3.6 Selection criteria– Regularity of the bids– Award criteria**

### **1.3.6.1 Access rights and selection criteria**

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

In view of the qualitative selection of bidders and in conformity with Art. 67 to 79 of the Royal Decree of 15.07.2011, for this contract the bidder must add to his bid dossier a

selection file with the information requested in Part 3 with regards to his personal situation, his financial capacity and his technical aptitude.

Moreover, by means of the documents requested, the bidder must prove in the selection file that he is sufficiently able, from an economic and financial as well as from a technical point of view, to successfully perform the present tender.

### **Access rights**

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

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

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

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

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

### **Selection criteria**

Moreover, by means of the documents requested, the bidder must prove in the selection file that he/she is sufficiently able, from an economic and financial as well as from a technical point of view, to successfully perform the present tender.

See **Part 3.4**

#### **1.3.6.2 Overview of the procedure**

In a first phase, the bids submitted by the selected bidders shall be evaluated as to formal and material regularity. Irregular bids shall be rejected. In a second phase, the formally and regular materially bids shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned in these Bid Specifications and aims to setting a shortlist of bidders with whom negotiations shall be conducted. Maximum five (5) bidders shall be included in the shortlist. Then the negotiation phase follows. After these negotiations, the bidders can submit a Best And Final Offer (BAFO – accordingly the negotiated procedure). After negotiations have been closed, the BAFOs are assessed against the award criteria. The bidder whose BAFO is the

economically most advantageous (so, the one who has obtained the best score on the basis of the award criteria given below) shall be designated the successful bidder for this contract.

### 1.3.6.3 Award criteria

The contracting authority selects the regular Bid that it finds to be most advantageous for each lot, taking into account of the following criteria per lot.

#### a) Technical expertise: 70%

Criteria Nbr	Criteria for methodology evaluation	Maximum score
1	Description of the general coaching methodology proposed	30
2	Detailed modalities and methodology and collaboration between proposed experts	30
3	Proposed calendar of activities of each training	10
	<b>TOTAL</b>	<b>70</b>

#### b) Price: 30%

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

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

Bid price x

#### Final score

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

### 1.3.6.4 Awarding the tender

The contract shall be awarded to the bidder who has submitted the most interesting regular bid.

We need to point out though, that in conformity with Art. 41 of the Law of 17 June 2013, there is no obligation for the contracting authority to award the contract.

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

### 1.3.7 Concluding the contract

Pursuant to Art. 110 of the Royal Decree of 15 July 2011, the contract is formalized by the notification to the chosen bidder of the approval of his bid. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five days by registered letter.

So, the full contract agreement consists of a tender awarded by BTC to the chosen bidder in accordance with:

- These Bid Specifications and the annexes;
- The approved Bid of the successful bidder and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

## 1.4 Specific contractual and administrative provisions

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

These Bid Specifications derogate from Article 26 RGE/AUR.

### 1.4.1 Definitions (Art. 2)

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

### 1.4.2 Correspondence with the service provider (Art. 10)

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

### 1.4.3 Managing officials (Art. 11)

The direct supervisor (managing officials) of the contract, ensuring communication and daily management of the contract, will be **Mrs Sofie Geerts (sofie.geerts@btcctb.org)**. She will ensure the management and control of contract performance under her supervision and will approve the deliverables.

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

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract is not part of the



competence of the managing officials. For such decisions managing officials will submit a request to BTC Resident Representative. BTC Resident Representative will sign as representative of the Contracting Authority.

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

#### **1.4.4 Subcontractors (Art. 12 to 15)**

The fact that the successful bidder entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

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

The service provider commits to having the contract performed by the persons indicated in the bid, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

#### **1.4.5 Confidentiality (Art. 18)**

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

#### **1.4.6 Intellectual property (Art. 19 to 23)**

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

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

#### **1.4.7 Performance performance guarantee (Art. 25 to 33)**

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

In accordance with the legal and regulatory provisions, the performance performance guarantee may be constituted either of cash or of public funds or may take the form of a collective performance performance guarantee.

The performance performance guarantee may also take the form of a guarantee issued by

a bank institution meeting the requirements of the law relating to the status and control of credit institutions.

*As derogation from Article 26, the performance performance guarantee may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse the posting of the performance guarantee through that institution. The bidder shall mention the name and address of this institution in the bid. This institution has to be a recognised bank institution.*

*This derogation is founded on the idea of providing possible local bidders with an opportunity to submit a bid.*

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

- 1° in the case of cash, by transfer of the amount to the bpost account number of the Caisse des Dépôts et Consignations in Belgium  
[bpost bank account n° BE58 6792 0040 9979 (IBAN), PCHQBEBB (BIC)]  
or an equivalent public body (hereinafter referred to as "public body fulfilling a similar function");
- 2° in the case of public funds, by depositing such funds with the government cashier at the head office of the Banque Nationale in Brussels or one of its provincial agencies, for the account of the Caisse des Dépôts et Consignations, or a public body fulfilling a similar function;
- 3° in the case of a collective performance performance guarantee, through the depositing, by a company lawfully practising this profession, of a joint and several performance performance guarantee with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;
- 4° in the case of a surety, by the written undertaking of the credit institution or the insurance company.

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

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

These documents, signed by the depositor, must state for whom the performance

performance guarantee has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful bidder and, if applicable, of the third party making the deposit, with the words "lender" or "representative" as applicable.

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

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

**Request for the acceptance procedure to be carried out:**

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

#### **1.4.8 Conformity of the performance (Art. 34)**

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

#### **1.4.9 Preliminary technical acceptance (Art. 42)**

Based on its own request and/or on the request coming from the beneficiary (EUCL), the contracting authority (BTC – RR) reserves the right to demand an activity report at any time of the mission to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and problems solved, deviation from the planning and deviations from the ToR...).

#### **1.4.10 Performance modalities (Art. 146 et seq.)**

##### **1.4.10.1 Deadlines and terms (Art. 147)**

The services must be performed within **24 months** from the day of the tender awarding notification.

As much as possible, the maximum of these man-days must be invested in Rwanda.

##### **1.4.10.2 Place where the services shall be performed (Art. 149)**

The trainings and coachings are to take place at the District office in some instances and others on site at the beneficiaries at the following districts in Rwanda:

Rutsiro District

Nyagatare District

Gakenke District

Gisagara District

### **1.4.10.3 Evaluation of the services performed**

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

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

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

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

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

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

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

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

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

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

#### **1.4.12.1 Failure of performance (Art. 44)**

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

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

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

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

§ 2 Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a report ('process verbal'), a copy of which shall be sent immediately to the successful bidder by registered letter.

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

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

#### **1.4.12.2 Fines for delay (Art. 46-154)**

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

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

#### **1.4.12.3 Measures as of right (Art. 47-155)**

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

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

§ 2 The measures as of right are:

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

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

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

### **1.4.13 End of the tender**

#### **1.4.13.1 Acceptance of the services performed (Art. 64-65 and 156)**

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

The services shall not be accepted until after technical acceptance are done.

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

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

The partial provisional acceptance will occur on following phases, according to schedule of deliverables to be provided by the service provider and payment instalments (see 2.3 for more details):

- Inception report
- Training and coaching materials/tools
- Quarterly reports on each beneficiary
- Final Report at the end of services

#### **1.4.13.2 Acceptance costs**

Travel costs and costs for the stay of the representative of the contracting authority shall be borne by the service.

### **1.4.14 Invoicing and payment of services (Art. 66 to 72-160)**

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

**Mrs Patricia Cardon**  
**Belgian Technical Cooperation**  
**8, KN 47 ST, B.P. 6089 KIYOVU**  
**KIGALI- RWANDA**  
**Patricia.cardon@btcctb.org**

Only services that have been performed correctly may be invoiced.

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

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

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

The invoice shall be in **euros**.

No advance may be asked by the successful bidder, and payment shall be made monthly after the approval of each monthly report.

The payment should be done in instalments and **per lot**. Each payment should be done after approval of following per lot:

- Inception report: 10%
- Training/coaching materials and tools: 20%
- Each quarter payment for the done and approved training and coaching: payment of the part of the quarter from 60%
- Final Report at the end of services and completion of all activities:10%

#### 1.4.15 Litigation (Art. 73 of the Royal Decree of 14.01.2013)

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

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

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

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

## 2 Part 2: Terms of reference

### 2.1 Background and context:

The Local Competitiveness Facility (LCF) is a matched grant facility to support private business partnerships focusing on value chain integration. NGOs and Training and Vocational Centres (TVETs) can also be a partner under certain conditions. Four Districts were selected to pilot LCF, namely Nyagatare, Gisagara, Gakenke and Rutsiro. One District per Province was chosen, to promote interlinkages in value chains in order to facilitate trade and business development.

The main purpose of LCF is to fund innovative economic partnerships projects **to enhance pro-poor local economic development (LED)**.

To this end, the **four objectives** of LCF are as follows:

1. LCF will fund projects that will make a positive LED impact
2. LCF will fund projects that make a real pro-poor impact
3. LCF will fund partnerships between micro, small, medium and large companies or cooperatives
4. LCF will fund innovative project ideas in the area of value chain development to mitigate cost and risk barriers that inhibit development of innovative private sector partnerships

The LCF cycle has started in 2016 with a first call for project proposals, and a second one will be launched in 2017. The first beneficiaries have received their grants and are now in need of a variety of capacity building.

Consultancy firms are therefore needed to offer targeted capacity building to the LCF beneficiaries. Four lots of capacity building needs have been identified:

- **Lot 1:** Training and coaching on operational and financial management for micro, small and medium enterprises/cooperatives: general business management, project management, bookkeeping, budgeting, supply chain management, production process management
- **Lot 2:** Training and coaching on marketing for micro, small and medium enterprises/cooperatives: through internal marketing/business analysis and analysis of market and competitors leading to the identification of competitive advantages, developing a marketing strategy and plan, developing a sales and prospection plan and formulation of communication/promotion strategy and plan.
- **Lot 3:** Training and coaching on entrepreneurship and business strategy for micro, small and medium enterprises/cooperatives: developing a business mind-set, enhancement of leadership capacities, goal setting, planning, prioritising, time management, achieving efficiency gain, team management, human resources management, business growth strategy



- **Lot 4:** Training and coaching on managing cooperation, partnership coordination processes and conflict resolution for companies/cooperatives working together

## 2.2 Objectives of the assignment

**For each lot,** the objectives of this consultancy are as follows:

- Conduct an analysis of the specific needs of the training/coaching beneficiaries (both LCF beneficiaries and members of the LCF Secretariat) and contextualise the intervention accordingly;
- Prepare a training and coaching methodology specifically for LCF beneficiaries (micro, small and medium enterprises/cooperatives), departing from specific problems that they have, that can be duplicated to other beneficiaries in the future;

Note that for the marketing training and coaching a methodology has already been developed which should be applied by the consultant

- Prepare a training and coaching methodology specifically for staff members of the LCF Secretariat (training of trainers);

Note that for the marketing training and coaching a methodology has already been developed which should be applied by the consultant

- Train and/or coach the LCF beneficiaries and staff members of the LCF Secretariat as per the needs identified and the developed methodology for the duration of the contract;
- Report to LCF Secretariat and LCF Investment Committee about progress made, and advise them on how to best meet capacity needs of LCF beneficiaries.

## 2.3 Tasks and duration

The consultant will be responsible for the following tasks.

This tasks applies to each lot, if a consultant will conduct two or more lots he may deliver one inception report, methodology, etc.):

### **Inception report:**

- To read and fully understand the LCF, LCF Operational Manual and related tools relevant to the assignment, so as to develop interventions in function of relevant LCF procedures and tools.
- To have discussions with relevant LCF Secretariat staff and to develop an inception report indicating how the consultant will undertake the assignment
- The inception report will be presented to the LCF Secretariat and after comments have been received, the inception report will be revised and submitted for final validation.

### **Analysis of specific needs of LCF beneficiaries and LCF Secretariat in terms of capacity building:**

- Critical analysis of documents of the LCF beneficiaries which can inform the capacity needs assessment (beneficiaries might not be aware of needs; analysing company documents can point out those needs)
- Visit selected LCF beneficiaries on site (37 already identified, more to be added after 2nd call for proposals starting January 2018 – maximum number of beneficiaries will be 100), conduct interviews so as to make a capacity needs assessment highlighting specific needs (e.g all companies might need financial management training but what exactly does each company need, how will the training and coaching be contextualised for this particular company). The consultant will propose a methodology for this needs assessment. The capacity needs assessment should focus on organisational needs and individual needs of the company's/cooperative's management.
- Discuss the capacity needs of LCF beneficiaries with LCF Secretariat
- Identify/categorize problem areas where the beneficiary need specific, targeted capacity building and develop adapted training and coaching objectives.

### **Report on proposed methodology:**

This report should indicate which objectives and methodology the consultant will take *with each category of problem areas* in terms of training and coaching. The proposed methodology should focus on empowering beneficiaries to solve problems identified in the capacity needs assessment. The report is to be submitted to the LCF Secretariat, and includes a meeting and revision of the methodology as per the Secretariat's input.

### **Training and coaching of LCF Secretariat members:**

For lot 1, 3 and 4 the LCF Secretariat members (4 groups of 5 people) should undergo training-of-trainers but they are not responsible for coaching the companies (this is the responsibility of the consultant). However, the LCF Secretariat members to undergo training to learn more.

For lot 2, the LCF Secretariat members already underwent training. The training of LCF beneficiaries for lot 2 is conducted by the consultant but coaching is jointly done with the LCF secretariat members.

### **Training and coaching of beneficiaries:**

The focus of the consultancy should be on helping the beneficiary to achieve certain targets, make certain decisions without actually doing the work or taking the decisions. Trainings should be contextualised, starting from problems and case studies that occur in the companies. Training/coaching materials and tools to be available in Kinyarwanda and contextualised for each beneficiary. No general trainings. No PowerPoint presentations. Hands-on tools to be available for use in rural areas where there is no electricity.

### **Reporting and meetings:**

Report on a quarterly basis to the LCF Secretariat on each beneficiary. Have meetings quarterly with relevant LCF Secretariat staff.

### **Short video (lot 1 and 2 only):**

A short video will be shot when coaching of LCF beneficiaries (Lots 1 and 2) is ongoing for one year. A success story (or more) should be showed about the capacity building process that a company underwent and how it benefitted their day-to-day business operations. The successful bidder's responsibility will be limited to (a) facilitating identification of successful practices to share through the video and (b) accompanying the team who will shoot the video in order to guide and facilitate the process (c) write the script for the video

The specific duration of a training and coaching will depend on the capacity needs assessment and the methodology that the consultancy firm will conduct and propose. Here is an indicative duration for each activity:

No	Activity	Time to perform each activity			
		Lot 1	Lot 2	Lot 3	Lot 4
1.	Submit inception report indicating how the consultant will undertake the assignment (this activity can be combined if a company has two or more lots)	2 days			
2.	Analysis of specific capacity needs of LCF beneficiaries – the capacity needs assessment should focus on organisational needs and individual needs of company/cooperative management, it will be performed through analysis of key documents and dialogue with beneficiaries	max. 10 days			
3.	Report on proposed training and coaching methodology to LCF Secretariat (including meeting and revision of methodology as per Secretariat's input)	2 days			
4.	Review proposed methodology after inputs of Secretariat	2 days			
5.	Develop the necessary training/coaching materials and tools	max. 15 days			
6.	Conduct training of trainers to LCF Secretariat members (trainings to take place in 4 Districts)	max 2.5 days			max 1 day
7.	Conduct training and coaching of LCF beneficiaries on identified topics, at their location, for lot 1, 2, 3 and 4.  For lot 2, LCF secretariat members will assist the consultant – see point 7 below Group training and coaching can be envisaged.	As per proposal of consultant <i>e.g. max xxx days per beneficiary</i>			
8.	Send training and coaching reports (for each LCF beneficiary) to LCF Secretariat on a quarterly basis	2 days per quarter			
9.	Conduct meetings with LCF Secretariat as required (LODA or District level)	1 day per quarter			
10.	Contribute to a short video about success story for lot 1/2 (shooting of the video will be organised by the LCF Secretariat and RDSP programme)	2 days			

## 2.4 Key deliverables (outputs)

Key deliverables for each lot are:

- An inception report
- A report on proposed methodology
- Training and coaching materials/tools
- Training of trainers to LCF Secretariat members
- Training and coaching of LCF beneficiaries
- Quarterly reports on beneficiaries
- Short video about a success story (or more) after one year of coaching (only for lot 1 or 2)

## 2.5 Duration

The contract has a duration of max. 24 months. However, each lot and training and coaching activity will have a proper timeline we request the bidder to propose in its methodology and calendar. This will be part of the negotiations.

## 2.6 Required qualifications

The required qualifications are given per lot. A consultancy firm is allowed to bid for one or several lots if it has the required qualifications.

Consultancy firms can be national or international, but the capacity needs assessment, coaching and training has to be done in Kinyarwanda.

**LOT 1: Training and coaching on business management for micro, small and medium enterprises/cooperatives: general business management, project management, bookkeeping, budgeting, financial management**

Lot 1	Qualifications required	How the Bidder fulfill the requirements
<b>consultancy firm</b>	At least 3 years' experience in Sub-Saharan Africa	
	At least 3 years' experience with similar consultancies namely offering capacity building to micro, small and medium enterprises/cooperatives <i>proven by at least one certificate of good completion</i>	
<b>Team Leader</b>	Master's degree in Education, Human Resource Management, Management, Economics, Capacity building, Development or related	
	At least 5 years' practical working experience in training, teaching, coaching, capacity building	

	At least 2 years' experience in consultancy tasks of similar magnitude, <b>meaning building business management capacity for micro, small and medium enterprises</b> , in Sub-Saharan Africa	
	Experience with problem-based learning and capacity building	
	Tailor made and participative coaching approaches	
	Extensive knowledge in conducting assessments	
	Having strong facilitation skills, spoken and written	
	Good computer skills; experience with Monitoring and Evaluation Information System (MEIS) will be an advantage (for reporting purposes)	
<b>Other team members (each one) should at minimum have the following qualifications:</b>	Master's degree or Bachelor's degree in Education, Human Resource Management, Management, Economics, Capacity building, Development or related	
	At least <u>3 years</u> of practical working experience in training, coaching, capacity building <u>if Bachelor degree</u> , or at least <u>2 years</u> of practical experience <u>if Master's degree</u>	
	at least one of the proposed team members should have experience with similar consultancy tasks, meaning <b>building business management capacity for micro, small and medium enterprises</b>	
	Experience with problem-based learning and capacity building	
	Having strong facilitation skills, spoken and written	
	Fluent in Kinyarwanda (spoken and written) and English	
	Good computer skills; experience with Monitoring and Evaluation Information System (MEIS) will be an advantage (for reporting purposes)	

**LOT 2: Training and coaching on strategic marketing, sales and communication for micro, small and medium enterprises/cooperatives**

Lot 2	Qualifications required	How the Bidder fulfill the requirements
<b>consultancy firm</b>	At least 3 years' experience in Sub-Saharan Africa	
	At least 5 years' experience with similar consultancies namely offering capacity building to micro, small and medium enterprises/cooperatives including specialisation in marketing of fast moving consumer goods <i>proven by <b>at least one certificate of good completion and a marketing &amp; sales plan previously performed</b></i>	
	Having performed a participative coaching approaches and methodologies, tailored to the business of the customer	
<b>Team Leader</b>	Master's degree in Economics, Marketing, Management, MBA, Finance or related	
	At least 5 years' practical working experience in training, teaching, coaching, capacity building	
	At least 2 years' experience in consultancy tasks of similar magnitude, <b>meaning offering marketing coaching for micro, small and medium enterprises</b> , in Sub-Saharan Africa	
	Experience with problem-based learning and capacity building	
	Tailor made and participative coaching approaches	
	Extensive knowledge in conducting assessments	
	Having strong facilitation skills, spoken and written	
	Good computer skills; experience with MEIS will be an advantage (for reporting purposes)	
<b>Other team members (each one) should at minimum have the following qualifications:</b>	Master's degree or Bachelor's degree in Economics, Marketing, Management, MBA, Finance or related	

	At least <u>3 years</u> of practical working experience in training, coaching, capacity building <u>if Bachelor degree</u> , or at least <u>2 years</u> of practical experience <u>if Master's degree</u>	
	At least two of the proposed team members should have experience with similar consultancy tasks, <b><u>meaning offering marketing coaching for micro, small and medium enterprises</u></b> in Sub-Saharan Africa	
	Experience with problem-based learning and capacity building	
	Having strong facilitation skills, spoken and written	
	Fluent in Kinyarwanda (spoken and written) and English	
	Good computer skills; experience with MEIS will be an advantage for reporting purposes	

**Lot 3: Training and coaching on entrepreneurship for micro, small and medium enterprises/cooperatives: developing a business mindset, being a leader, goal setting, planning, prioritising, time management, achieving efficiency gain, team management, human resources in general**

<b>Lot 3</b>	<b>Qualifications required</b>	<b>How the Bidder fulfill the requirements</b>
<b>consultancy firm</b>	At least 2 years' experience in Sub-Saharan Africa	
	At least 5 years' experience with similar consultancies namely offering capacity building to micro, small and medium enterprises/cooperatives <i>proven by <b>at least one certificate of good completion</b></i>	
<b>Team Leader</b>	Master's degree in Education, Human Resource Management, Management, Economics, Capacity building, Development or related	
	At least 5 years' practical working experience in training, teaching, coaching, capacity building	

	Experience in undertaking consultancy tasks of similar magnitude, <b>meaning developing a business mind-set, being a leader, goal setting, planning, prioritising, time management, achieving efficiency gain, team management</b> , in Sub-Saharan Africa	
	Experience with problem-based learning and capacity building	
	Tailor made and participative coaching approaches	
	Extensive knowledge in conducting assessments	
	Having strong facilitation skills, spoken and written	
	Good computer skills; experience with MEIS will be an advantage (for reporting purposes)	
<b>Other team members (each one) should at minimum have the following qualifications:</b>	Master's degree or Bachelor's degree in Education, Human Resource Management, Management, Economics, Capacity building, Development or related	
	At least 3 years of practical working experience in training, coaching, capacity building if Bachelor degree, or at least 2 years of practical experience if Master's degree	
	At least two of the proposed team members should have experience with similar consultancy tasks, <b>meaning developing a business mind-set, being a leader, goal setting, planning, prioritising, time management, achieving efficiency gain, team management, human resources in general</b>	
	Experience with problem-based learning and capacity building	
	Having strong facilitation skills, spoken and written	
	Fluent in Kinyarwanda (spoken and written) and English	
	Good computer skills; experience with MEIS will be an advantage for reporting purposes	



**Lot 4: Training and coaching on partnership and conflict resolution for companies/cooperatives working together**

Lot 4	Qualifications required	How the Bidder fulfill the requirements
<i>consultancy firm</i>	At least 3 years' experience in Sub-Saharan Africa	
	At least 5 years' experience with similar consultancies namely offering capacity building to micro, small and medium enterprises/cooperatives <i>proven by at least one certificate of good completion</i>	
<b>Team Leader</b>	Master's degree in Education, Human Resource Management, Management, Economics, Capacity building, Development or related	
	At least 5 years' practical working experience in training, coaching, capacity building	
	Experience in undertaking consultancy tasks of similar magnitude, <b>meaning training on partnership and conflict resolution for micro, small and medium enterprises/cooperatives</b> , in Sub-Saharan Africa	
	Experience with problem-based learning and capacity building	
	Extensive knowledge in conducting assessments	
	Having strong facilitation skills, spoken and written	
	Good computer skills; experience with MEIS will be an advantage (for reporting purposes)	
<b>Other team members (each one) should at minimum have the following qualifications:</b>	Master's degree or Bachelor's degree in Education, Human Resource Management, Management, Economics, Capacity building, Development or related	
	At least 3 years of practical working experience in training, coaching, capacity building if Bachelor degree, or at least 2 years of practical experience if Master's degree	
	At least two of the proposed team members should have experience with similar consultancy tasks, <b>meaning training on partnership and conflict resolution for</b>	

	<b>micro, small and medium enterprises/cooperatives</b>	
	Experience with problem-based learning and capacity building	
	Having strong facilitation skills, spoken and written	
	Fluent in Kinyarwanda (spoken and written) and English	
	Good computer skills; experience with MEIS will be an advantage for reporting purposes	

## 2.7 Reporting, supervision and collaboration

The reporting will be done in English.

The consultant will be contracted by Belgian Technical Cooperation (BTC) and will report to a technical steering committee composed of BTC LED ITA, Division Manager LPPD LODA and LCF Fund Manager.

Regarding the daily work for activity implementation the consultant will work in close collaboration with the BTC LED ITA and LCF Fund Manager.

## 3 Part 3: Forms

### 3.1 Instructions for compiling the bid

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

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

The bids must be submitted in **three copies**, one of which mentions 'original' and the others mentions 'duplicata' or 'copy'. The original must be a paper copy. The duplicate may be a simple photocopy, but it may also be submitted in the form of one or several files on a CD-ROM.

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

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

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

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

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

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

### 3.2 Identification of the bidder

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

Signature(s):

### 3.3 Bid Submission Form – Prices for LOT X

We, the undersigned, offer to provide the consulting services for “**Capacity building of LCF Beneficiaries in business skills and partnership skills**” in accordance with the bidding document **RWA 829 Lot X**

Our attached Financial Proposal is for the sum of ..... [Amount in words and figures]. This amount is **inclusive of the withholding taxes of 15%** and exclusive of VAT, which we have estimated at ...% [VAT applicable to the bidder].

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

By submitting this bid, we commit to performing the present tender in conformity with the provisions of the Specifications **RWA 829 Lot X** and explicitly declares accepting all conditions listed in the Specifications and renounces any derogatory provisions such as our own conditions.

The bidder commits to performing the tender following those detailed prices, given in **euros** and including Withholding taxes, exclusive of VAT:

	Unit	Unit price <sup>8</sup>	Quantity	Total
<b>Expert fees</b>				
Team Leader	Man-day(s)	€	X	€
Other team member	Man-day(s)	€	X	€
Other team member	Man-day(s)	€	X	€
<b>Transport costs</b>				
Maximum transport price Home-Rwanda		€	X	€
National transport (to Districts)		€	X	€
<b>Accommodation</b>				
Accommodation (in Districts)	Night			
<b>Total</b>				€
<b>Withholding taxes (15%)</b>				€
<b>Total</b>				€

Applicable VAT %: .....

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

Certified true and sincere,

Name and Signature(s):

<sup>8</sup> Unit price per worked day. In conformity with section 1.3.4.6 “**Element included in the price**” of these specifications.

### 3.4 Selection file

In view of the qualitative selection of the bidders, the information or documents mentioned below must be joined to the bid (see "Qualitative selection").

<b>Access rights – See Art. 61 et seq. of the Royal Decree of 15.07.2011</b>	
<p>In accordance with Article 20 of the Law of 15 June 2006 any bidder is excluded from accessing the contract, regardless of the stage of the procedure, if he has been found guilty by a judgement which has the force of res judicata of which the contracting authority has knowledge, for:</p> <p>1° Participation in a criminal organisation as defined in article 324a of the Criminal Code;</p> <p>2° Corruption, as defined by article 246 of the Criminal Code;</p> <p>3° Fraud within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests, approved by the Law of 17 February 2002;</p> <p>4° Money laundering as defined by Article 3 of the Law of 11 January 1993 on the prevention of the use of the financial system for the purposes of money laundering and of terrorist financing.</p> <p>In view of the application of this paragraph, the contracting authority has the right to ask the bidder to provide the necessary information or documents. When the contracting authority has doubts about the personal situation of these candidates or bidders, it can contact the competent Belgian or foreign authorities to obtain the information it considers necessary information in this respect.</p>	<p><b>Submit a signed Declaration on honor (See form on point 3.5)</b></p>
<p>The bidder must prove that he's in order with the obligations with regards to <b>social security contributions</b> according to legal provisions of the country where he is established;</p>	<p><b>Submit a certificate of social security authority which is valid on the 1<sup>th</sup> quarter of 2017</b></p>
<p>The bidder must be in order with his obligation pertaining to the <b>payment of his taxes</b> in accordance with legislation of the country where he has his registered office</p>	<p><b>Submit a certificate of tax authority which is valid not later than 6 months</b></p>
<b>Technical aptitude: See Art. 72 of the Royal Decree of 15.07.2011</b>	
<p>The bidder must dispose the experience and references as described per lot in Point 2.6 of Terms of References</p>	<p><b>Fill in the tables of Point 2.6 of ToRs</b></p>
<p>Qualification of the team members that comply with the required profile (See ToR Point 2.6)</p>	<p><b>Submit detailed CV of the team members</b></p>

### 3.5 Declaration on honour

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

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

Signature:

Name:

.....

### 3.6 Availability certificate

By submitting this bid, the bidder ..... explicitly states that the consultant mentioned in the bid is available **from September 2017 to August 2019** to perform the services mentioned in these Specifications in accordance with the indicative calendar mentioned in the Terms of Reference.

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

Signature:

Name:

.....



### 3.7 Model of Proof of posting performance guarantee

Bank *X*

*Address*

#### Performance guarantee n°*X*

This performance guarantee is posted in the context of the Law of 24/12/1993 on tenders and on certain works contract, supply contracts and service contracts and in conformity with the Royal Decree of 26/09/1996 establishing the general rules of execution of tenders and the award of public works and namely Article 5 § 2, 2<sup>nd</sup> alinea, inserted by the Royal Decree of 04/07/2001.

*X, address* (the “Bank”)

hereby declares posting security for a maximum amount of

EUR *X* (*X* euros)

for Belgian Technical Cooperation (BTC)

for the obligations of *X, address* for the contract:

“*X, Specifications CTB/BTC Bxl X*” (the “Contract”).

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

This performance guarantee may be paid back in accordance with the provisions of the Specifications and of Article 9 of the Annexe to the Royal Decree of 26/09/1996.

Any appeal made to this performance guarantee must be addressed by registered mail to the Bank *X, address*, with mention of the reference: *X*.

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

The performance guarantee falls under the principles of Belgian Law and only Belgian courts are competent in case of litigation.

Done in *X* on *X*

Signature:

Name:

.....

### 3.8 Integrity Statement for the bidders

Concerns the bidder:

Domicile / Registered office:

Reference n° of the tender:

To the attention of the Belgian Technical Cooperation,

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

- Neither members of administration or workers, or any person or legal person with whom the bidder has concluded an agreement in view of performing the contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of the Belgian Technical Cooperation.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with the Belgian Technical Cooperation (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Bid Specifications and I / we declare fully endorsing and respecting these articles.

I / we are also aware of the fact that the personnel of the Belgian Technical Cooperation are bound by the provisions of a Code of conduct, which states that: *“In order to ensure the impartiality of personnel, staff members are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Note, that what matters most here is not so much the enrichment resulting from accepting gifts, bonuses or benefits of all kinds, rather than the loss of impartiality, which is required from the staff member when exercising his/her function. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”*.

If above-mentioned contract is awarded to the bidder, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the successful bidder of the contract (i.e., members of administration and workers) to

offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to staff members of the Belgian Technical Cooperation who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.

- Any (procurement) contract shall be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the signer of this contract from other tenders concluded with the Belgian Technical Cooperation.
- The successful bidder of the tender commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority shall be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

Including the name and function)"

.....  
Place, date