



RWANDA MEDICAL SUPPLY LTD

REQUEST FOR PROPOSALS - SELECTION OF CONSULTANT'S SERVICES

Title of the Tender:

**HIRING A CONSULTING
COMPANY FOR FRAMEWORK
CONTRACT FOR CONSULTANCY
SERVICES OF SUPERVISION OF
PRE-INSTALLATION WORKS**

Tender Reference Number:

091/CNCB/2025/2026/RMS,

Procurement Method:

**REQUEST FOR PROPOSAL
(NCB)**

Date of Issue:

24/12/2025

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Selection of Consultants

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Section 1. Invitation No. 09UC/NCB2025/2026/RMS.

Dear Mr/Ms

1. RMS LTD invites eligible bidders to submit their proposal for the establishment of a framework agreement for **HIRING A CONSULTING COMPANY FOR FRAMEWORK CONTRACT FOR CONSULTANCY SERVICES OF SUPERVISION OF PRE-INSTALLATION WORKS** as indicated in the Terms of reference. The framework agreement(s) shall be conducted for a period not exceeding Four (4) years prior to a new competition. Such agreement shall be implemented by signing a two-years contract renewable once upon satisfactory performance by the consultant.
2. The **RWANDA MEDICAL SUPPLY LTD** now solicits proposals to provide the following consulting services: "CONSULTING COMPANY FOR FRAMEWORK CONTRACT FOR CONSULTANCY SERVICES OF SUPERVISION OF PRE-INSTALLATION WORKS" More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the public specialized in that area. Participation is open on equal conditions to all consultants specialized in the field.
4. Well printed proposals, properly bound and presented in two copies, one of which is the original, must be covered or hand-delivered in a sealed envelope marking the reference number of the tender and submitted at the reception of the address below before **22/01/2026** at 10:00am local time. Late bids will not be accepted.

RWANDA MEDICAL SUPPLY (RMS) LIMITED

Village: Kirumba

Cof: Akaza

Sector: Kigali

District: Gaseke

AV # Ave, Kigali

3. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

Yours sincerely,



 Dr. LORU Akishimwe
 Chief Executive Officer

Date at Kigali on 24 December 2025

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Section 2. Instructions to Consultants

Definitions

- (a) "Client/Procuring Entity" means the agency with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the agreement between the procuring entity and the successful bidder.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) "Day" means calendar day including holidays unless provided otherwise.
- (f) "Government" means the Government of the Republic of Rwanda.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the short-listed Consultants.
- (i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the Standard Request for Proposals.
- (l) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (m) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) "Terms of Reference" (TOR) means the document included in the RFP in Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

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1. Introduction

- 1.1. The Client named in the Data Sheet will select a consulting Consultant/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2. The short-listed Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that those officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4. The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client 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 Consultants.

Conflict of Interest

- 1.6. Rwanda Public Procurement policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests, act without any consideration for future work and in accordance with the law on public procurement as completed and modified to date.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- i) A Consultant that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to

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provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the Consultant's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- i) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No current employees of the Client shall work as Consultants in government ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

Fair Advantage

- 1.6.4 If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

- 1.7 The Rwanda public procurement regulations require that all procuring entities, as well as Consultants participating public procurement adhere to the highest ethical standards, both during

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the selection process and throughout the execution of a contract. In pursuance of this policy, the Rwanda public procurement laws and regulations:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) **corrupt practices:** offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of an employee;
 - (ii) **Fraudulent practices:** any legal violation, including acts of deliberate misrepresentation, intentional recklessness, misleading or attempting to mislead an employee to obtain financial or other benefit;
 - (iii) **"Collusive practices":** an arrangement between two or more parties designed to achieve an illegal purpose, including influencing improperly the acts of another party or the civil servant;
 - (iv) **"Coercive practices"** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance;
 - (v) **"Obstructive practices":** destroying, falsifying, altering or concealing of material evidence to the investigation or making false statements to investigators deliberately in order to partially impede investigation into allegations of a corrupt, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing its information about matters relevant to the investigation or from pursuing the investigation;
- (b) require rejection of a proposal for award if it is determined that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) require sanctions to a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time it is determined that the Consultant has, directly through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract; and
- (d) gives the right to require that, a provision be included requiring Consultants to permit the procuring entity to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by client.

1.3 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above para. 1.7.

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Single Proposal

- 1.9 Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

- 1.10 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall certify that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

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2. Clarification and Amendment of RFP Documents

- 2.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client 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 the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1. The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a short-listed Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-short-listed Consultant(s), or (b) short-listed Consultants if so indicated in the Data Sheet. In case of association with non-short-listed Consultant(s), the short-listed Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

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- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the Consultant's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

- 3.4. Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.
- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, in assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants' Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major Consultants within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting Consultants cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

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- (k) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (l) For the FTP and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (m) For the STP only: the description of the approach, methodology and work plan should normally consist of about 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (n) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (o) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (p) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (q) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

Financial Proposal

3.6. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7. The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-Civil Foreign Personnel, duties, fees, levies) on amounts payable by the

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Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes.

- 3.8. Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL."
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in Data sheet and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the number and the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "DO NOT OPEN, EXCEPT IN PUBLIC." The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

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- 4.5 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for Quality Based Selection (QBS)

- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under clause 6 of these Instructions.

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Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall not be sooner than seven days after the notification date. The notification may be done by hand with acknowledgement of receipt or be sent by registered letter, or email.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to certify that they have remained sealed and unopened. Those Financial Proposals shall be then opened, and the total prices read aloud and recorded. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the Consultant that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal

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among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected Consultant is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, certify availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in the Republic of Rwanda, and the manner in which it will be reflected in the Contract, and will reflect the agreed technical modifications in the cost of the services. In the case of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or

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better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

- 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 After completing negotiations the Client shall award the Contract to the best selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the accepted Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the sanctions under the law on public procurement.

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Section III. Instructions to Consultants, Data Sheet

Clause Reference	Instructions
1.1	The name of the Procuring Entity is: RWANDA MEDICAL SUPPLY The method of selection is: QCBS The Source of Funds is: RMS
1.2	Technical and Financial Proposals are requested: Yes The name, objectives, and brief description of the assignment is: consultancy services for supervision of pre-installation works countrywide
1.3	The assignment is phased: NO
1.4	A pre-proposal conference will be held: NO The name(s), and address(es) of the Procuring Entity official(s) are Rwanda Medical Supply (RMS) Limited Village: Urunga, Cell: Kibasa, Sector: Kanyiza, District: Gasabo, Street: KN 8 Ave, Kigali
1.5	The Procuring Entity will provide the following inputs: ALL AVAILABLE DOCUMENTATION
1.7.2	The Procuring Entity envisages the need for continuity for downstream work: NO
2.1	Clarifications may be requested within two-thirds (2/3) of the deadline period for the submission of tenders as of the date of tender notice publication. The address for requesting clarifications is: on e-mail: rms.procurement@rms.rw copy info@rmtshpaicardrms.rw and yf@rmtshpaicardrms.rw
3.1	Proposals should be submitted in ENGLISH
3.3	(i) Shortlisted Consultant may associate with other Consultants: NO If yes with how many shortlisted consultants: Not applicable (ii) The estimated number of professional staff-months required for the assignment is: see a table below (iii) The minimum required experience of proposed professional staff is: See criteria in the data sheet Reports that are part of the assignment must be written in ENGLISH
3.4	Training is a specific component of this assignment: No The Bid must include the following administrative documents: 1. Certificate of Company registration; 2. A valid Tax clearance certificate; 3. A valid certificate from the social security; 4. Disclosure Declaration form

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	5. Valid Certificate of good standing 6. The Consultancy firm should be classified under Category A in building supervision services
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3.7	Does THE COMPANY SHALL BE RESPONSIBLE FOR ALL TAXES UNDER RWANDAN TAX LAWS
3.8	Consent to state local cost in the national currency: Yes
3.10	Proposals must remain valid for at least 120 days
4.2	Consultants must submit original and additional copies of each proposal: Not applicable
4.4	The Proposal submission address is: <i>Rwanda Medical Supply Ltd</i> <i>Street Address: Kacyiru, Near to Rwanda National Police Headquarters</i> <i>City: Gasabo District, Kigali City</i>
4.5	Proposals must be submitted no later than the following date and time: <u>27.11.2024</u> at 10:00am local time. Late bids will not be accepted
5.1	The address to send information to the Procuring Entity is: <i>Rwanda Medical Supply (RMS) Limited</i> <i>Village: Virunga,</i> <i>Cell: Kibaza,</i> <i>Sector: Kacyiru,</i> <i>District: Gasabo,</i> <i>Street: KN 8 Ave, Kigali</i> <i>Email: info@rms.rw</i>
5.3	Minimum technical score is 70 pts
5.7	The single currency for price quotation is RWANDAN FRANCES The source of official selling rates is: NOT APPLICABLE The date of exchange rates is: NOT APPLICABLE
5.8	The weights given to the technical and Financial Proposals are: T= 0.8 P= 0.2
6.1	Address for contract negotiations: RWANDA MEDICAL SUPPLY (RMS) LIMITED <i>Village: Virunga</i> <i>Cell: Kibaza</i> <i>Sector: Kacyiru</i> <i>District: Gasabo</i> <i>KN 8 Ave, Kigali</i>
7.2	The assignment is expected to commence on: AFTER RECEPTION OF SERVICE ORDER

Nil

The Consultant must present Degree Certificates and updated CVs duly signed by the respective holders. Transcripts will be awarded to make.

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All documents not in English or French **MUST** be accompanied by official translation done by a Competent authority

Section IV: Technical Proposal - Standard Forms

[Comments in brackets () provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RIP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule

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TECH-1 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

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Name of Consultant: _____
 Address: _____

1. [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]
2. [Delete in case no association is foreseen.]

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FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your Consultancy entity and each associate for this assignment.]

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B - Consultant's Experiences

[Using the format below, provide information on each assignment for which your Consultant and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in currency: Rwanda francs or freely convertible currency)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of fee services provided by your Consultant under the contract (in currency: US\$, Euro, RWF, etc...):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your Consultant involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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Consultant's Name: and Signature _____

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**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phrasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

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B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 3.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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FOREN TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

[illegible]

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** *(only one candidate shall be nominated for each position):* _____
2. **Name of Consultant** *(Insert name of Consultant proposing the staff):* _____

3. **Name of Staff** *(Insert full name):* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *(Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of attainment):* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *(Indicate significant training since degrees under 5 - Education were obtained):* _____

8. **Countries of Work Experience:** *(List countries where staff has worked in the last ten years):* _____

9. **Languages** *(For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing):* _____

10. **Employment Record** *(Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held):*

From [Year]: ____ To [Year]: ____

Employer: _____



Positions held: _____

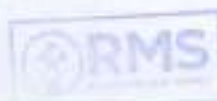
11. Detailed Assigned Tasks <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Name and Signature of staff member or authorized representative of the staff]
 Day/Month/Year



Total

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draughtsman, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Consultant's home office.

■■■■■
zzzzzz

Full time input
Part time input



Section 4. Financial Proposal - Standard Forms

[Comments in brackets] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Reimbursable expenses
- Appendix: Financial Negotiations - Breakdown of Remuneration Rates

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FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

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 sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the local taxes.

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 Paragraph Reference 1.11 of the Data Sheet.

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: _____

Name of Consultant: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2 SUMMARY OF COSTS

Item	Costs		
	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]
Total Costs of Financial Proposal ¹			

1. Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
2. Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.



FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ²	Description: ³	Costs			[Indicate Local Currency] ⁵
		[Indicate Foreign Currency & 1] ⁴	[Indicate Foreign Currency & 2] ⁴	[Indicate Foreign Currency & 3] ⁴	
Cost component					
Remuneration ¹					
Reimbursable Expenses ⁴					
Subtotals					

1. Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TFSH-8.
3. Short description of the activities whose cost breakdown is provided in this Form.
4. Indicate, between brackets the name of the foreign currency. Use the same columns and nomenclature of Form FIN-2.
5. For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-3.

FORM FIN-6 CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

Consulting Consultant:
Assignment:

Country:
Date:

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the Consultant's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the Consultant's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the Consultant's average cost experience for the latest three years as represented by the Consultant's financial statements; and
- (e) said factors for overhead and social charges do not include any other means of profit-sharing.

(Name of Consulting Consultant)

Signature of Authorized Representative

Date

Name: _____

Title: _____



FORM FIN-7 CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

(Expressed in *insert name of currency*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Y car	Social Charge a ¹	Overhead d ¹	Subtotal i	Fee ²	Away from Headquarters Allowance m	Proposed Fixed Rate per Working Month/Day/Y to 10 ³	Proposed Fixed Rate per Working Month/Day/Y to 10 ³
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

SECTION V. TERMS OF REFERENCE

TERMS OF REFERENCE FOR HIRING A CONSULTING COMPANY FOR FRAMEWORK CONTRACT FOR CONSULTANCY SERVICES OF SUPERVISION OF PRE-INSTALLATION WORKS

1. OBJECTIVES

In various circumstance, Rwanda Medical Supply Implements Medical Facilities Building Construction, Medical equipment preinstallation works, Rehabilitation, Renovation and Maintenance Projects. RMS intends to use a portion of the funds to hiring a qualified architectural or engineering consultancy firm to undertake – **under a framework contract** – the design, and/or supervision of projects involving construction.

2. PROJECT LOCATION

The location of project to be reviewed/updated or supervised will be located at different locations within the boundary of the Republic of Rwanda.

3. SCOPE OF WORK

The main scope of the assignment will consist of design review and/or supervision of Medical equipment preinstallation works executed through Rwanda Medical Supply Ltd.

Design Review

The scope of Services under this category will consist in:

- Review of existing design documents (sketches, drawings and report) to improve or update them and produce construction document for the project.
- Identify the omission in the design and produce the required documents and design to complete the set of documentation required for successful construction of the project.
- Review the existing design and update the design and drawing to fit the context and topography of the proposed plot of the project.
- Application of the building permit where applicable.

Supervision of Construction

Under the supervision category, the scope of supervision services will consist in the following responsibilities:

1. Technical duties



- Providing technical assistance in the negotiations with the implementer
- Supervise construction works focusing on meeting the timeline and performance within the budget;
- Submit to the client a weekly progress report comprising (but not limited to): The materials applied, works completed and ongoing activities, problems encountered and solutions proposed or taken, the progress of contract execution, approvals on invoice payments and financial report;
- Prepare and submit officially the monthly progress reports to RMS and copies to beneficiary institution. The report should highlight actual and potential problems (if any), need for urgent decisions, and likely deviations from overall quality, timing and costing plans.
- Ensure, check and approve the supplied materials and equipment are in full compliance with technical specification requirements and exacted national or permissible international standards; and will certify the quality, if necessary, by means of tests and trials that are independent to those of the executive contractor
- Advise the client on any technical changes during execution and seek approval before implementation;
- Professionally manage, Check and control any technical issue related to the construction works to ensure a successful completion of the project
- To immediately inform and advise the client of any contractor's defect likely to harm the works both technically and financially;
- Regularly provide technical advice to the contractor according to the needs;
- Ensure that the contractor complies with the execution time limits provided for;
- Advise the client on possible modifications to be made to the project;
- Check the conformity of works execution with related documents before final acceptance;
- Check that the contractor takes all necessary measures so that maximum security conditions for the workers and surrounding communities are fulfilled;
- Check that the contractor takes necessary measures so that actions harmful to the environment are minimized as reasonably as possible and that possible repairs are carried out in due time;
- Ensure that any new works that do not appear in the planned activities shall be quantified and seek approval of the client before they are executed;
- Submit to the client the request for Variation Orders that have been duly assessed and approved by a joint technical team.
- Provide or amend detailed drawings if need be and which shall have to be approved by the client before implementation;
- To ensure that professionals employed on site by the contractor or sub-contractors have fulfilled or necessary requirements such as being registered in their respective professional bodies or having insurance and appropriate contracts with contractor; and verify their credential to ensure they are relevant for the task to be executed.
- Provide any missing design details that may be required by the contractor throughout the execution period

II. *Administrative Duties*



- For the administration of the Agreement the Consultant shall designate an official or individual to be his representative
- Update the site logbook;
- Organize and chair weekly site meetings comprising of the contractor and the outcome shall be conveyed to the client in a written and represent the client (RMS) in onsite meetings; The date of meeting should always be communicated to the client representatives assigned to the project for their potential attendance. The consultant will be responsible for preparing and sending invitations to concerned persons as well as to compile and transmit reports and/or related signed minutes at least three days before holding the next meeting
- Send the Copies of signed Minutes of site meetings and/or inspections to the client
- In event of the contract amendments, the consultant shall prepare the clauses modifying the contract and shall be submitted to the client;
- Ensure that all the communications between the contractor and the consulting firm are officially recorded in written form for future reference if and when the need arises
- Thoroughly verify invoices submitted by the contractor, check their accuracy and quality assurance in conformity with the recommended model, countersign them after checking and if necessary, correct them and transit the approved invoice to the client with a clear recommendation of works completed and to be paid.

iii. In particular :

In addition to what have mentioned above, the consultant shall pay special attention to the following:

a) During starting phase

During starting of the construction works, the supervisor shall verify:

- If the execution program and resources allocation proposed by the contractor for the execution of the project complies with acceptable and standard requirements to meet project objectives on time, in quality and cost effectively.
- The detailed project execution plan clearly detailing task milestones, resource allocation (both personnel and material) and key materials procurement plans shall be communicated to the client within a week after official start date. After which in collaboration all parties involved, the plan should be approved and make be part official project documentations.
- The qualifications and experience of the contractor staff to ensure they comply with the required expertise as specified in the contractor's Terms of Reference.
- That the organization chart proposed by the contractor is adequate for smooth and professional completion of the project. The consultant will ensure to gather and communicate to the client the contact information (including phone numbers) of professional staff proposed by the contract for the project;



- The availability, operational conditions of equipment brought by the contractor on the site and how they match with the tasks. Detailed update on this item shall be part of the weekly report mentioned above.
 - Establish and maintain Project document control process in line with Construction standards and the Project Delivery System (PDS) in order to ensure reliable and efficient administration, control, and distribution of information are in place.
- b) During implementation, the supervision firm shall:
- i. Update every day and inconsistently with the company, a work status diary containing relevant information to the proper apprehension of any arising in connection with the executive works. The consultant will ensure that the project runs correctly in all its aspects, including;
 - ii. Keep up to date daily all document related to the design and technical specification of the project.
 - iii. Ensure that all technical query notes (TQN), Request for information, inspection and approval (RFI), and Site Instructions (SI) are issued, checked, and submitted to the appropriate and right technical staff and properly registered and filed.
 - iv. If applicable, ensure approval that the soil mechanic conditions are favorable to accommodate the structures or buildings.
 - v. Ensure that all materials and equipment allowed on the site are in full compliance with technical specification requirements and will certify the quality, if necessary, by means of tests and trials that are independent to those of the executive contractor.
 - vi. Maintain the document control system such that it is always up to date (daily) so that the client's project manager and other relevant stakeholders has access to timely and accurate information, drawings, and documents;
 - vii. Monitor the good use of materials according to the accepted professional standards and rules governing such works, installation and/or the service setting of equipment in conformity technical requirements.
 - viii. Write, in addition to the summaries in the works status diary, a report independently to the executing contractor for each important reception of materials or equipment on every critical step of work;
 - ix. Verify the compliance and accuracy of invoices submitted by the contractor for payment;
 - x. Control independently quantities that are attached and, if necessary, amend and countersign for approval;
 - xi. Check accuracy of invoices in conformity with the recommended model, countersign them after checking and if necessary, correct them and deliver them to the project administration for approval and payment;

- xii. Organize weekly and monthly meetings and initiate extraordinary site meetings, including writing and sending invitations to persons concerned as well as to write and diffuse reports and/or related minutes at least two days before holding the next meeting;
- xiii. Prepare simple comprehensive monthly progress reports highlighting actual and potential problems, need for urgent decisions, and likely deviations from overall quality, timing and costing plans. To be submitted to the Client within one week after holding a monthly site meeting.
- xiv. Make recommendations to the Client on all claims of the Contractor relating to the execution and progress of the work, such as progress payments, variation orders, contract time extensions and suspensions, including interpretation of the Contract between the Client and the Contractor
- xv. Inspect and examine the actual construction of the project with such frequency and duration as may be necessary to fully instruct the Contractor's representatives on the work, the merits of the material and workmanship, and seeing to it that the work is done, in every particular aspect, strictly in accordance with the plans and specifications. During such project visits and on the basis of the Consultant's observations, the Consultant shall keep the Client informed of defects and deficiencies in the work of contractors and shall condemn work found failing to conform with the Contract Documents, Annexes or Special Provisions of the Construction Contract if any, and decisions of the owner as conveyed;
- xvi. Write status reports related to the work status with comments and justifications for any modification with regard to the initial program. The consultant will check that all possible options are exhausted towards addressing any anomalies or former probable delay. Regularly update estimates of financial statements for the executive contractor, suppliers, and project administration with disbursements details;
- xvii. Regularly update estimates of financial statements for the executive contractor, suppliers and project administration with disbursements details;
- xviii. Perform carefully and without extra cost any additional works needed for technical changes or destination intended during work execution.
- xix. Arrange with the relevant authorities the provisional handover, produce and distribute the minutes related to;
- xx. Keep safely diary work status, calculation notes, tests and trial results, measurements, contractor's invoices, attachments, and any other documents that may permit the proper interpretation and justification of all decisions about expenses incurred in the course of the project. These documents should be accessible (without being taken) to the project administration anytime.
- xxi. Assist in the technical and legal handover process, guarantee and maintenance control, final payment, and preparation of the project completion report.
- xxii. Construction permit (when the existing is expired) and the occupation Permit received

Note: The supervisor's Final report of the project after completion shall be submitted to the owner, within four (4) weeks after the provisional handover of the works.

c) In the Finishing phase, the consultant shall:

- i. Before the payment of the final professional fees of the supervision, the documents described above, classified in a rational way will be handed over to the project administration in a well-ordered and well-labeled manner. The consultant will ensure that the closure of the project is systematic and complete in all its aspects; he will also commit himself to:
- ii. Commit to receive, verify and approve "as built plans" done by the Contractor at end of the project. Three (3) sets of "as built plan" hard copy and soft copy on a pen-drive (flash-disks) should be transmitted to the client (RMS) and copy beneficiary institution. The plans should include architectural, structural, electrical, sanitary, mechanical and air-conditioning, service-connected equipment and fixed furnishings and site planning work, all necessary for record purposes, building maintenance and repairs.
- iii. Collect and/or prepare and submit all necessary technical documents to the project administration for the proper use and maintenance of facilities covered by the project;
- iv. Write the final report summarizing all the stages of project progress with a comprehensive review of technical and financial aspects. This documentation must be accurate and show all the variations brought to the initial project and their justifications as well as the results in relation to the initial goals.
- v. Advise the OWNER of any and all finishing touches on construction or installation activities necessary to render the building operational or ready for occupancy.

4. DELIVERABLES OF THE ASSIGNMENT

4.1 DESIGN REVIEW CATEGORY

In the design review category, the consultant will be required to assess the existing design document, update them or complete the for a complete set of construction document. The consultant will be required to provide – within the time indicated in the service order the following report

1. Preliminary report

- In the preliminary report the consultant will indicate the findings of the existing design documents indicating the gaps and omission identified in the existing designs
- In the report the consultant will so indicate the methodology their intend to use in

updating the design and the list of personnel the intend to allocated in the study updating/ review.

2. Final Report

- In the final report the consultant will provide a set of document design (architectural and engineering) for the successful completion of the project
- The final set of documents for the design review should be similar to the final set of documents as proposed in the section above (set of design documents mentioned in the detailed design section)

4.2 SUPERVISION OF CONSTRUCTION WORKS CATEGORY

After signing of the construction works contract and upon issuance of the service order for supervision of construction works, the consultant will have the following responsibilities.

4.2.1 Technical duties

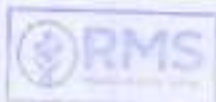
- Management of the construction project ensuring that the project is executed within allocated time and budget.
- Supervision of construction works of maternity block ensuring the quality of works in accordance with state of art rules and agreed standards;
- Submit to the client a weekly progress report comprising (but not limited to): The status of materials supplied and their compliance to agreed standards, detailed description of works completed and ongoing activities, problems encountered, and solutions proposed or taken, progress of contract execution, approvals on invoice payments and financial report;
- Prepare and submit officially the monthly progress reports to RMS with copies to the beneficiary of the project. The report should highlight actual and potential problems, need for urgent decisions, and likely deviations from overall quality, timing and costing plans.
- Ensure that all materials and equipment allowed on the site are in full compliance with technical specification requirements and will certify the quality, if necessary, by means of tests and trials that are independent to those of the executive contractor;
- Advise the client on any technical changes proposed during execution and seek the client approval before their implementation;
- Professionally manage, check and control any technical issue related to the construction of Construction of maternity block to ensure a successful completion of works;
- To immediately inform and advise the client of any contractor's defect likely to harm the works both technically or/and financially;
- Regularly provide technical advice to the contractor according to the needs;
- Ensure that the contractor complies with the execution time limits provided for;
- Check the conformity of works execution with relevant design and standard documents before final acceptance;



- Ensure that the contractor takes all necessary measures so that maximum security conditions for the workers and surrounding communities are observed and fulfilled;
- Ensure that the contractor takes necessary measures so that actions harmful to the environment are minimized as reasonably as possible and that possible repairs are carried out in due time;
- Ensure that any new works deemed necessary to a good completion of the project and do not appear in the planned activities are duly quantified and seek approval of the client before they are executed;
- Submit the client the request for Variation Orders that have been duly assessed and approved by a joint technical team;
- Amend detailed drawings as necessary and ensure prior approval from the client before they could be used for implementation;
- Ensure that professionals employed on site by the contractor or sub-contractors comply with the required and agreed on expertise. For instance, ensuring that they are registered in their respective professional bodies, having insurance, appropriate contracts with the contractor and verify their credential to ensure they are relevant for the task to be executed;
- Provide any missing design details that may be required by the contractor throughout the execution period.

4.2.2 Administrative Duties

- For the administration of the Agreement the Consultant shall designate an official or individual to be his representative;
- Update the site logbook on daily basis;
- Organize and chair weekly site meetings with the contractor and transmit the meeting outcomes to the client (RMS) in a written form. The date of meeting should always be communicated to the client representatives assigned to the project for their potential attendance. The consultant will be responsible for preparing and sending invitations to concerned persons as well as to compile and transmit reports and/or related minutes at least two days before holding the next meeting;
- In event of the contract amendments, the consultant shall prepare the clauses modifying the contract and shall be submitted to the client;
- Ensure that all the communications between the contractor and the consulting firm are officially recorded in a written form for future reference;
- Thoroughly verify invoices submitted by the contractor, check their accuracy in conformity with the recommended model, countersign them after checking and if necessary, correct them and transmit the approved invoice to the client with a clear recommendation of works completed and to be paid.



4.2.3 Particularities

In addition to what have mentioned above, the consultant shall pay special attention to the following:

- d) **During starting phase, the supervisor shall verify:**
 - If the execution program and resources allocation proposed by the contractor for the execution of the project complies with acceptable and standard requirements to meet project objectives on time, in quality and cost effectively. The detailed project execution plan clearly detailing task milestones, resource allocation (both personnel and material) and key materials procurement plans shall be communicated to the client within a week after official start date. After which in collaboration all parties involved, the plan should be approved and make be part official project documentations.
 - The qualifications and experience of the contractor staff to ensure they comply with the required expertise as specified in the contractor's Terms of Reference.
 - That the organization chart proposed by the contractor is adequate for smooth and professional completion of the project. The consultant will ensure to gather and communicate to the client the contact information (including phone numbers) of professional staff proposed by the contract for the project.
 - The availability, operational conditions of equipment brought by the contractor on the site and how they match with the tasks. Detailed update on this item shall be part of the weekly report mentioned above.
 - Establish and maintain Project document control process in line with Construction standards and the Project Delivery System (PDS) in order to ensure reliable and efficient administration, control, and distribution of information are in place;
- e) **During implementation, the supervisor shall:**
 - xxiii. Keep up to date daily all document related to the design and technical specification of the project.
 - xxiv. Prepare and share with the client representative a daily site status report containing relevant information including: any serious matter raised, instructions issued

- xxiv. Ensure that all technical query notes (TQN), Request for information, inspection and approval (RFI), and Site Instructions (SI) are issued, checked, and submitted to the appropriate and right technical staff and properly registered and filed.
- xxv. Maintain the document control system such that it is always up to date (daily) so that the client's project manager and other relevant stakeholders has access to timely and accurate information, drawings, and documents;
- xxvi. Monitor the good use of materials according to the accepted professional standards and rules governing such works, installation and / or the service setting of equipment in conformity technical requirements;
- xxvii. Make recommendations to the client on all claims of the contractor relating to the execution and progress of the work, such as program payments, variation orders, contract time extensions and suspensions, including interpretation of the Contract between the Client and the contractor
- xxix. Inspect and examine the actual construction of the project with such frequency and duration as may be necessary to fully instruct the Contractor's representatives on the work, the merits of the material and workmanship, and seeing to it that the work is strictly done in accordance with the plans and specifications. the Consultant shall keep the Client informed of defects and deficiencies in the work of Contractor and shall condemn work found failing to conform with the Contract Documents, Annexes or Special Provisions of the Construction Contract, if any, and decisions of the Client as conveyed;
- xxx. Write status reports related to the work status with comment and justifications for any modification from the initial program. The consultant will check that all possible options are exhausted towards addressing any anomalies or foresee probable delay.
- xxxi. Regularly update estimates of financial statements for the executive contractor, suppliers and project administration with disbursements details.
- xxxii. Perform carefully and without extra cost any additional studies needed for technical changes or destination intended during work execution.
- xxxiii. Arrange with the relevant authorities the provisional handover, produce and distribute the minutes related to;
- xxxiv. Keep safely diary work status, calculation notes, tests and trial results, measurements, contractor's invoices, attachments and any other documents that may permit the proper interpretation and justification of all decisions about expenses incurred in course of the project. copies of these documents should be accessible to the Client representative project anytime.
- xxxv. Assist in the technical and legal handing over process, guarantee and maintenance control, final payment and preparation of the project completion report.

Note: The supervisor Final report of the project after completion shall be submitted to the owner, within four (4) weeks after the provisional handover of the works.

f) In Finishing phase, the consultant shall:

- vi. Before the payment of the final professional fees of the supervision, the documents described above, classified in a rational way will be handed over to the client. Documents should be properly filed and clearly labeled. The consultant will ensure that the closure of the project is systematic and complete in all its aspects. he will also himself.
- vii. Commit to receive, verify and approve "as built plans" done by the Contractor at end of the project. Three (3) sets of "as built plan" hard copy and soft copy on a pen-drive (flash-disk) should be transmitted to the client (RMS) and copy the project beneficiary. The plans should include architectural, structural, electrical, sanitary, mechanical and air-conditioning, service-connected equipment and fixed furnishings and air planning work, all necessary for record purposes, building maintenance and repairs.
- viii. Collect and / or prepare and submit all necessary technical documents to the Client for the proper use and maintenance of facilities covered by the project;
- ix. Write the final report summarizing all the stages of project progress with comprehensive review of technical and financial aspects. This documentation must be accurate and show all the variations brought to the initial project and their justifications as well as the results in relation to the initial goals.
- x. Advise the OWNER of any and all finishing touches on construction or installation activities necessary to render the building operational or ready for occupancy.

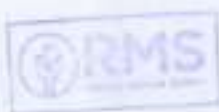
5. THE PROFILE OF THE CONSULTANT TEAM

For the profile of proposed personnel, the consultancy firm must provide the following:

- The copy of the degree
- Certificates of the respective professional bodies and other practicing licenses
- Signed and updated Curriculum Vitae (CV) of the concerned staff with their contact telephone and emails.
- Certificates of service rendered of completed assignments
- Certificate of availability

NB:

- The supporting documents must be very clear and reliable as they may be used in case of need of verification.
- A staff without the required degree will lose all the marks for the position he/she is proposed.



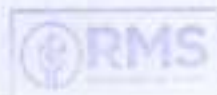
Man-Months inputs for consultancy services for design review and supervision of preinstallation projects countrywide

S/ N	Personnel	Number	Man, Month Input
1	Project Manager (Team Leader)	1	12
2	Architect	1	12
3	Civil Engineer	1	12
4	Structural Engineer	1	12
5	Quantity Surveyor	1	12
6	Land Surveyor	1	12
7	Electrical Engineer	1	12
8	Mechanical Engineer	1	12
9	Geotechnical Engineer	1	12
10	IT Expert	1	12
11	Environmental and Social Safeguard Specialist	1	12
12	Biomedical Engineer	1	12
Total		12	

N.B:

- The Man-Months provided herewith are indicative figures for comparison purposes during the evaluation of financial proposals. However, the Man-Months and number of staff shall be increased from one (1) to a variable number ("n") for each position, depending on the scope of work to be performed in consideration of the procuring entity's needs, the exact number of personnel required and corresponding man-months for a specific project will be specified in the service order.
- The Bidders interested with this tender, but having already ongoing consultancy contracts with RMS (study, design or supervision), are required to submit new key personnel different from those in the ongoing consultancy contracts with RMS.
- Any key personnel submitted by the interested Bidders, but already appearing in any of the ongoing consultancy contracts between the Bidders and RMS, shall be awarded zero marks for the position he/she is proposed to.

NOTE:



- ✓ The CVs of all personnel shall be submitted during the Bid submission as there may be requested when and as required during the implementation of the assignment for the successful bidder.
- ✓ Without prejudice of the provisions of the laws and regulations governing public procurement, no document shall be accepted by the Procuring Entity after bid opening.

Reimbursable and Miscellaneous Expenses, if applicable, must be paid upon submission of proofs and supporting documents by consultant.

6. EVALUATION AND SELECTION CRITERIA

Evaluation of each Technical Proposal shall be carried out in compliance with two (2) steps as follows:

- Step 1 (Preliminary Examination):

First evaluation is the Preliminary Examination to verify the conformity of each proposal submitted by the shortlisted consultant considering minimum requirements stipulated in the Request for Proposal (RFP). If there is any fail item in the preliminary examination list, the consultant's proposal shall be deemed to be non-responsive. In other words, the very Technical Proposal shall be rejected.

Each submitted Technical Proposal shall be examined for its eligibility of and conformity with the stipulations in the Request for Proposal (RFP) as follows:

No.	Items	Disqualifying Criteria	Evaluation	
			Pass	Fail
1	Submission of the Proposal within due time	Submission past the due time at the designated location		
2	Certificate of Company registration	Submission past the due time at the designated location		
3	A valid Tax clearance certificate	Submission past the due time at the designated location		
4	A valid certificate from the social security	Submission past the due time at the designated location		
5	Disclosure Declaration form	Submission past the due time at the designated location		
6	Valid Certificate of good standing	Submission past the due time at the designated location		

Note:



- Each of the above criteria shall be evaluated "Pass" or "Fail."
- A Technical Proposal shall be disqualified if any one of the above criteria is evaluated "Fail."

- Step 2 (Detailed Evaluation):

Second evaluation is the detailed evaluation which is only applied to the proposals passed on the preliminary evaluation. Each Technical Proposal for the Second evaluation shall be evaluated based on the following criteria.

No.	Evaluation Criteria	Points
1	Experience of the Consultant (Consulting Firm)	20
2	Adequacy of the proposed methodology and work plan	20
3	Staff's qualification and competence for the Service	60
Total		100

Each Technical Proposal shall be evaluated as follows:

Evaluation Criteria			Points
Experience of the Consultant (Consulting Firm)	Supervision	The consulting firm must submit at least two (2) certificates of good completion, each accompanied by the corresponding contract, demonstrating that the firm has successfully executed projects in the study, design, or supervision of building construction or rehabilitation works, with a minimum project value of 100,000,000 RWF per project.	20
Adequacy of the proposed methodology and work plan	Methodology and Approach		20
<u>Key staff's qualification and competence for the Service</u>	Key Staff	Project Manager	6
		Architect	5
		Civil Engineer	5
		Structural Engineer	5
		Mechanical Engineer	5
		Electrical Engineer	5

		Biomedical Engineer	6
		Environmental and Social Safeguard Specialist	5
		Quantity surveyor	5
		Land Surveyor	5
		IT Engineer	4
		Geotechnical engineer	4
		Sub Total	60
		Total	100

3.1 Experience of the Consultant (20 Points)

1. Consultant's Similar projects in the field (20 points)		
Evaluation Criteria	Points	Description & Points
The number of Similar projects successfully completed within the last ten (10) years from the issuing date of RFP.	20	The consulting firm must submit at least two (2) certificates of good completion, each accompanied by the corresponding contract, demonstrating that the firm has successfully executed projects in the study, design, or supervision of building construction or rehabilitation works, with a minimum project value of 300,000,000 RWP per project. • certificates of good completion + contracts: 20Pts • 1 certificate of good completion + contract: 10Pts • 1 certificate of completion Without contract: 5 Pts

3.2 Methodology and Approach (20 Points)

Evaluation Criteria	Points	Description & Points			
Understanding of the Project	8	Demonstration of general Understanding of the consultancy services by describing each stage of the Project and related deliverables			
		Excellent	Good	Average	Below Average
		100%	80%	60%	40%
Organization and Staffing	4	Team Composition and deployment of the proposed personnel names and responsibilities assigned to the project			

		Excellent	Good	Average	Below Average
		100%	80%	60%	40%
Innovativeness	4	Presence of alternative and unique approaches, comments, and suggestions that enhance project quality/effectiveness while maintaining core TOR requirements			
		Excellent	Good	Average	Below Average
		100%	80%	60%	40%
Work Plan	4	Describing the work plan to perform the tasks, by clearly indicating the timelines of each stage of the targeted consultancy services in relation to the project timeframe			
		Excellent	Good	Average	Below Average
		100%	80%	60%	40%

Adequacy of the proposed methodology and approach will be evaluated on the following standards.

1. Excellent (100%)

- Indicating that the Consultant has understood the main issues of the Services and have outstanding knowledge of new solutions. The proposal details ways to improve the results and the quality of the assignment by using advanced approaches, methodologies and knowledge.

2. Good (80%)

- The proposed approach is discussed in detail and methodology is specifically tailored to the characteristics of the assignment and flexible enough to allow it to adapt to changes that occur during the execution of the tasks and/or services.

3. Average (60%)

- The way to carry out the different activities of the roles and responsibilities is discussed generically. The approach is standard and not specifically tailored to the assignment. Although the approach and methodology are suitable, they do not include a discussion on how the Consultant proposes to deal with critical characteristics and specific features of the assignment.

4. Below Average (40%)

The technical approach and/or the methodology to carry out important activities indicated in the roles and responsibilities is inappropriate or very poorly presented, indicating that the Consultant has not properly understood important aspects of the work scope.



2.3 Key Expert's qualification and competence for the Service (60Points)

1) Project Manager (6 points)				
Evaluation Criteria	Points	Description & Points		
General Qualification	1	Having at least Bachelor's Degree (AU) in Civil Engineering, Building and Construction Technology, Construction Technology, Construction Management, Construction Project Management or Construction Engineering		
	2	The number of years in which the architect has been engaged in business in relation to Building construction. $X \geq 12$ $12 > X \geq 8$ $8 > X \geq 4$ $4 > X > 0$ 100% 80% 60% 40%		
Suitability for the Project (last ten (10) year from the deadline of Bid submission date)	3	Having completed projects in supervision of building construction or rehabilitation proven by certificate of service rendered. $X \geq 5$ $5 > X \geq 4$ $4 > X \geq 3$ $2 > X > 0$ 100% 80% 60% 40%		

2) Architect (5 points)				
Evaluation Criteria	Points	Description & Points		
General Qualification	1	Having at least Bachelor's Degree (AU) in Architecture		
	1	The number of years in which the Architect has been engaged in business in relation to Building construction. $X \geq 10$ $10 > X \geq 7$ $7 > X \geq 4$ $4 > X > 0$ 100% 80% 60% 40%		
Suitability for the Project	3	Having completed projects in supervision of building construction or rehabilitation proven by certificate of service rendered. $X \geq 5$ $5 > X \geq 4$ $4 > X \geq 3$ $2 > X > 0$ 100% 80% 60% 40%		

3) ChB Engineer (5points)				
Evaluation Criteria	Points	Description & Points		
General Qualification	1	Having at least Bachelor's Degree (AU) in Civil Engineering, Building and Construction Technology, Construction Technology or Construction Engineering		

	1	The number of years in which the Civil Engineer has been engaged in business in relation to building construction.				
		$X \geq 10$	$10 > X \geq 7$	$7 > X \geq 4$	$4 > X > 0$	
		100%	80%	60%	40%	
Suitability for the Project	3	Having completed projects in supervision of building construction or rehabilitation proven by certificate of service rendered				
		$X \geq 5$	$5 > X \geq 4$	$4 > X \geq 3$	$3 > X > 0$	
		100%	80%	60%	40%	

4) Structural Engineer (5 points)

Evaluation Criteria	Points	Description & Points			
General Qualification	1	Having at least Bachelor's Degree (AB) in Structural Engineering or Civil Engineering			
	1	The number of years in which the Structural Engineer has been engaged in business in relation to Building construction.			
		$X \geq 10$	$10 > X \geq 7$	$7 > X \geq 4$	$4 > X > 0$
		100%	80%	60%	40%
Suitability for the Project	3	Having completed projects in supervision of building construction or rehabilitation proven by certificate of service rendered			
		$X \geq 5$	$5 > X \geq 4$	$4 > X \geq 3$	$3 > X > 0$
		100%	80%	60%	40%

5) Quantity Surveyor (5 points)

Evaluation Criteria	Points	Description & Points			
General Qualification	1	Having at least Bachelor's Degree (AB) in Quantity Surveying			
	1	The number of years in which the Quantity Surveying has been engaged in business in relation to Building construction.			
		$X \geq 9$	$9 > X \geq 6$	$6 > X \geq 3$	$3 > X > 0$
		100%	80%	60%	40%
Suitability for the Project	3	Having completed projects in supervision of building construction or rehabilitation/maintenance proven by certificate of service rendered			
		$X \geq 5$	$5 > X \geq 4$	$4 > X \geq 3$	$3 > X > 0$
		100%	80%	60%	40%

6) Land Surveyor (5 points)



Evaluation Criteria	Points	Description & Points			
General Qualification	1	Having at least Bachelor's Degree (AB) in Land Surveying, Topography, Surveying and Geomatics Engineering			
	1	The number of years in which the Land Surveying has been engaged in business in relation to Building construction			
		$X \geq 10$ 100%	$10 > X \geq 6$ 80%	$6 > X \geq 2$ 60%	$2 > X > 0$ 40%
Suitability for the Project	3	Having completed projects in supervision of building construction or rehabilitation/maintenance proven by certificate of service rendered			
		$X \geq 5$ 100%	$5 > X \geq 4$ 80%	$4 > X \geq 3$ 60%	$2 > X > 0$ 40%

7) Electrical Engineer (5 points)

Evaluation Criteria	Points	Description & Points			
General Qualification	1	Having at least Bachelor's Degree (AB) in Electrical Engineering, Electrical Power Engineering, Electrical Technology or Electrical and Electronics Engineering			
	1	The number of years in which the electrical engineer has been engaged in business in relation to Building construction			
		$X \geq 10$ 100%	$10 > X \geq 6$ 80%	$6 > X \geq 2$ 60%	$2 > X > 0$ 40%
Suitability for the Project	3	Having completed projects in supervision of building construction or rehabilitation/maintenance proven by certificate of service rendered			
		$X \geq 5$ 100%	$5 > X \geq 4$ 80%	$4 > X \geq 3$ 60%	$2 > X > 0$ 40%

8) Mechanical Engineer (5 points)

Evaluation Criteria	Points	Description & Points			
General Qualification	1	Having at least Bachelor's Degree (AB) in Mechanical Engineering or Electromechanical Engineering			
	1	The number of years in which the Mechanical Engineering or Electromechanical Engineering has been engaged in business in relation to Mechanical Installation of Building			
		$X \geq 10$ 100%	$10 > X \geq 6$ 80%	$6 > X \geq 2$ 60%	$2 > X > 0$ 40%



Suitability for the Project	3	Having completed projects in supervision of building construction or rehabilitation/maintenance proven by certificate of service rendered			
		$X \geq 5$	$5 > X \geq 4$	$4 > X \geq 3$	$2 > X > 0$
		100%	80%	60%	40%

5) Geotechnical Engineer (4 points)

Evaluation Criteria	Points	Description & Points			
General Qualification	1	Having at least Bachelor's Degree (AD) in Geotechnical Engineering			
	1	The number of years in which the Geotechnical Engineering			
		$X \geq 10$	$10 > X \geq 6$	$6 > X \geq 2$	$2 > X > 0$
		100%	80%	60%	40%
Suitability for the Project	2	Having completed projects in Geotechnical survey of building construction proven by certificate of service rendered			
		$X \geq 5$	$5 > X \geq 4$	$4 > X \geq 3$	$2 > X > 0$
		100%	80%	60%	40%

10) IT Engineer (4 points)

Evaluation Criteria	Points	Description & Points			
General Qualification	1	Having at least Bachelor's Degree (AD) in Computer Engineering, Computer Science, Information Communication Technology, Information Technology or Electrical and Electronic Engineering			
	1	The number of years in which the IT engineer is engaged to the business			
		$X \geq 10$	$10 > X \geq 6$	$6 > X \geq 2$	$2 > X > 0$
		100%	80%	60%	40%
Suitability for the Project	2	Having completed projects in IT installation for the building proven by certificate of service rendered			
		$X \geq 5$	$5 > X \geq 4$	$4 > X \geq 3$	$2 > X > 0$
		100%	80%	60%	40%

11) Environmental and Social Safeguard Specialist (5 points)

Evaluation Criteria	Points	Description & Points			
General Qualification	1	Having at least Bachelor's Degree (AD) in Having at least a Bachelor's Degree in Environmental Sciences, Environmental Studies, Environmental Management, Environmental Engineering or Environmental Technology			

	1	The number of years in which the Environmental and Social Safeguard Specialist is engaged in the business
		$X \geq 10$ $10 > X \geq 6$ $6 > X \geq 2$ $2 > X > 0$
		100% 80% 60% 40%
Suitability for the Project	3	Having completed projects in Environmental and Social Safeguard for the building proven by certificate of service rendered
		$X \geq 5$ $5 > X \geq 4$ $4 > X \geq 3$ $2 > X > 0$
		100% 80% 60% 40%

12) Biomedical Engineer (4 points)			
Evaluation Criteria	Points	Description & Points	
General Qualification	1	Having at least Bachelor's Degree (A0) in Having at least a Bachelor's Degree in Biomedical Technology, Biomedical Equipment Technology or Biomedical Engineering	
	2	The number of years in which the Biomedical engineer is engaged in the business	
		$X \geq 10$ $10 > X \geq 6$ $6 > X \geq 2$ $2 > X > 0$	100% 80% 60% 40%
Suitability for the Project	3	Having completed projects in biomedical engineering for the building proven by certificate of service rendered	
		$X \geq 5$ $5 > X \geq 4$ $4 > X \geq 3$ $2 > X > 0$	100% 80% 60% 40%

NOTE:

- ✓ The CVs of all personnel shall be submitted during the Bid submission or these may be requested when and as required during the implementation of the assignment for the successful bidder.
- ✓ The staff should be registered in the respective professional body proven by a valid practicing certificate who fall in the registered in the respective professional body proven by a valid practicing certificate. - Zero (0) point is given to those staff for the evaluation.
- ✓ For the evaluation on project experience, project period executed by the proposed staff must be equal to or longer than three (3) months in order to meet the minimum requirements to be evaluated and covered.
- ✓ The staff should provide a copy the notified degree
- ✓ Signed and updated Curriculum Vitae (CV) of the concerned staff with their contact telephones and emails.
- ✓ Certificates of service rendered of completed assignments
- ✓ Certificate for staff availability
- ✓ The supporting documents must be very clear and reliable as they may be used in case of need of verification.
- ✓ Non complying will be given zero marks

7. DURATION OF SERVICES AND REPORTING

The duration of service will be Two-year renewable once upon performance of consulting company.

8. PAYMENT MODALITIES:

The Consultant will be paid as per the progress of the works as follow:

For design review and supervision

No advance payment shall be granted.

- 15% of the remuneration fees will be paid upon completion of at least 15 % of works execution
- 30% of remuneration fees will be paid upon completion of at least 45% of works execution.
- 30% of remuneration fees will be paid upon completion of at least 75% of works execution 20% of remuneration fees will be paid upon completion of at least 95% of works execution
- 5% of remuneration fees will be paid upon substantial completion of overall works after provisional acceptance of works.

N.B:

Payment modalities may be discussed during contract negotiations.

All payment shall be paid within forty-five (45) days from the day the consultant submits it together with all required supporting documents.

In order to meet the overall objective of the assignment, a service order indicating the duration of Consultancy services and required experts will be issued prior to the commencement of services. However, the extension of time shall not be paid unless it resulted from the change of scope.

The Consultancy firm should be classified under Category A in building supervision services.



**Section VI. STANDARD CONTRACT OF CONSULTANCY
SERVICES FOR SMALL ASSIGNMENTS**





RMS

RWANDA MEDICAL SUPPLY

Consultancy Contract

For

by and between

The Government of Rwanda

Name of the Procuring entity:

And

Contract number:



Contract amount and currency:

Contract duration:

Contract administrator/Manager:

Date of contract:

CONSULTANCY SERVICES CONTRACT

This Consultancy Services Contract Hereinafter referred to as the "Contract" is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms..... the of the Ministry of/name of the Public Institution (Hereinafter referred to as "the Client" and Ltd/Cie. a incorporated in (Country) under the Registry number Represented by Mr/Mrs/Ms ID/PC N° issued at the of the company Hereinafter referred to as the "Consultant"

Introduction

Witness:

.....

Now therefore the parties hereby agree as follows

Article One: The object of this contract

The object of this contract is to provide the Client with the consultancy services for the as detailed in the terms of reference attached to this Contract as Annex I. and constituting integral part of this contract.

Article 2: Definitions

- (1) **Contract** means, this agreement entered into between and Ltd together with the contract documents referred to in this Contract that may include any amendments thereto.
- (2) **Contract Documents** means the documents listed under Article 4 of this contract including any amendments thereto.
- (3) **Contract Price** means the total price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract
- (4) **Completion** means the fulfillment of the related services by the Consultant in accordance with the terms and conditions set forth in the Contract Documents and with the requirements of the profession.
- (5) **Day** means calendar day.

(



(6) **Force Majeure** shall include, without limitation: Acts of God; acts of war, terrorism or the public enemy, strikes, lockouts or other civil disturbances, riots, hurricanes, floods, fires, explosions or destruction from any involuntary cause of any character either similar or dissimilar to the foregoing reasonably beyond the control of the party failing to perform.

(7) **In writing** means communicated in written form with proof of receipt.

(8) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to which any part of the assignment to be performed or execution of any part of the related services is subcontracted by the Consultant.

(9) **Corrupt practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity.

(10) **Fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation.

(11) **Collusive practice** means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant.

(12) **Coercive practice** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance.

(13) **Obstructive practices** means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigation.

Article 3: Management of the contract

The in charge of shall ensure the management of this contract on behalf of the Client.

Article 4: Contract Documents

The services shall be performed in accordance with the Contract Documents listed below in the order of their priority.

1. This Contract
2. Annex 1: Terms of reference
3. The minutes of negotiations



4. The Notification
5. The Request for proposal
6. The proposal, both technical and financial

Should there be any conflict or ambiguity between any of the above listed documents, priority shall be given in the order as listed above.

Article 5: Consultant's General Responsibilities

1. The Consultant shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. The Consultant shall act at all times so as to protect, and not be in conflict with, the interests of the Client, and shall take all reasonable steps to keep all costs and expenses at a reasonable level.
3. The Consultant shall be responsible for work or services performed by its agents, servants, employees, subcontractors and independent contractors in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Consultant shall select reliable persons who will perform effectively and conform to the highest standards of professional, moral and ethical conduct.
4. The Consultant shall respect and abide by all applicable laws, regulations and ordinances, and shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors do so.
5. The consultant shall, at all times in relation with this contract, be a liable advisor of the client in accordance with professional ethics;
6. The consultant shall not be allowed to take any decision on behalf of the client without the latter's prior written consent
7. The consultant shall refrain from anything that may compromise his/her independence during the performance of the assignment

Article 6: Location

The Services shall be performed at(place).

Article 7: Duties and Obligations of the Parties

7.1. The Consultant shall, among others:

- a. Perform the duties and obligations under this Contract as specified in the Terms of reference;
- b. Submit reports and other required deliverables in the time and conditions specified in the terms of reference;



- c.
d.

7.2. The Client shall:

- Pay the invoices submitted by the Consultant within the time limit specified in this contract.
- Provide all documentation, materials, or any necessary information in its possession required for the good performance of the service.
- Approve all required reports or give relevant recommendations within fifteen (15) days. If the client fails to approve or give any feedback within that period the report shall be considered as approved ;

Article 8: Deliverables and Penalty on Delayed Reports

The Consultant shall submit to the Client reports or deliverables as specified in the terms of reference on Services rendered during the period reported on. In the event that such report or deliverable is not timely submitted to the Client by the Consultant within the period specified in the terms of reference, the Consultant shall incur a penalty fee of 1% of the total of the contract price for each day of delay until such report has been delivered to the Client. Once the maximum is reached, the client may terminate the contract.

Article 9: Contract Price

- The contract price for the consultancy services is (Rwandan Francs) (Rwf) all taxes inclusive. The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof.
- The contract price includes any fees, expenses or any other cost that the Consultant might incur in relation with this contract and no reimbursable shall be claimed by the Consultant.

Article 10: Billing and Payment modalities

- The Consultant shall be paid upon presentation to and approval by the Client of an invoice according to the payment periodicity specified in the terms of reference.
- Each invoice shall be accompanied with a report as required in the terms of reference and approved by the Client. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such a report.
- In the event of a disputed invoice, the Client shall notify the Consultant in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Client shall pay the remaining portions, if any, of such invoice.
- All payments shall be paid to the following account:

Account Holder:
Account number:
Bank Name:
Bank Address:



- e. Notwithstanding the foregoing or anything to the contrary contained herein, the Consultant may, in its sole discretion and with thirty (30) days prior written notice to Client, change the account to which such payments are to be made, subject to the requirements by relevant authorities.

Article 11: Duration of the Contract

This contract is concluded for a period of (....) days/months/years starting from the date of signing of this contract by both parties, unless terminated earlier or extended by agreement of the parties in an executed addendum to this contract.

Article 12: Termination

- a. In the event of unsatisfactory performance remedial measures shall be undertaken failure to which termination of the Contract will be an available option to the aggrieved party in accordance with the termination clauses under this Contract.
- b. Subject to the relevant articles of this Contract, either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this Contract for breach of a material term or condition of this Contract unless the party receiving the notice cures such breach within such thirty (30) day period.
- c. The Client may at any time and without assigning cause, terminate this Contract by giving at least thirty (30) days prior written notice of termination to the Consultant. During such period, the Contract shall remain in full force and effect and both parties shall continue to perform in accordance with this Contract.
- d. The Client may terminate this contract by serving a seven (7) day written notice:
 - i. If, in the judgment of the Client, the Consultant has engaged in fraud and corruption, in competing for or in executing this Contract;
 - ii. If the Consultant has been declared insolvent or bankrupt by a competent court;
 - iii. The Consultant has subcontracted this contract without informing and agreeing with the Client;
 - iv. The Consultant refuses to use the prescribed materials as expected by the Client;
 - v. The Consultant fails to observe the laws and rules of Rwanda, to comply with any final decision reached as a result of court or arbitration proceedings, or the Client's instructions;
 - vi. The Consultant demonstrates general negligence, alteration or involves himself in some activities that dispose the Client's rights
 - vii. The Consultant fails to start the work for three (3) consecutive days from the date of signing this contract.
- e. The contract shall be automatically terminated when the Consultant deserts his duties.

Upon termination of this Contract, the Client shall pay to the Consultant remuneration for Services satisfactorily performed prior to the effective date of termination, without prejudice to any remedy available to the client.



Article 13: Relationship

Nothing contained in this Contract shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant, principal and agent or employer and employee; it being understood that the Consultant is an independent contractor in relation to the Client. No person engaged by the Consultant in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of the Client, and the Consultant shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Consultant. The Consultant shall inform such persons of the foregoing.

Article 14: Assignment of Personnel

Other than persons specifically named in this Contract, no person shall be assigned by the Consultant to work or perform services in connection with this Contract until after the Consultant has notified of the Client of the identity of such proposed persons and has provided the Client with their curricula vitae, and the Client has notified the Consultant that the Client approves of such assignments.

Article 15: Removal and/or replacement of Personnel

- a. Except as the Client may otherwise agree, no changes shall be made in the personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel, the Consultant shall promptly provide as a replacement a person of equivalent or better qualifications, subject to a written approval of the Client of the proposed personnel.
- b. If the Client (i) finds that any of the personnel has committed a criminal action or, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel then the Consultant shall, at the Client's written request specifying the grounds therefor, promptly provide as a replacement a person with equivalent or better qualifications.
- c. Such withdrawal or replacement shall not be a cause for suspension of the Contract.
- d. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph a. and b. of this Article shall be borne by the Consultant, and the payment to be made by the Client for any of the personnel provided as a replacement shall not exceed the payment which would have been made in respect of the personnel replaced.

Article 16: Workmen's Compensation and other Insurance

- a. The Consultant shall take out and maintain:
 - i. All applicable workmen's compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;
 - ii. Liability insurance in an appropriate amount for death, bodily injury or damage to property arising from the operation of any vehicles, boats or airplanes or other equipment owned or leased by the Consultant or its agents, servants, employees,



subcontractors and independent contractors performing work or services in connection with this Contract;

- iii. Comprehensive general liability insurance in an appropriate amount for all claims for death;
 - iv. bodily injury or damage to property, including, but not limited to, products liability, arising from acts performed or omissions committed by the Consultant, its agents, servants, employees, subcontractors and independent contractors in connection with this Contract; and
 - v. Such other insurance as may be agreed upon between the Client and the Consultant.
- h. The Consultant shall ensure that all policies of insurance referred to above, other than for workmen's compensation, shall name the Client and, where appropriate, subcontractors and independent contractors concerned, as additional insured parties.
- e. Upon request by the Client, the Consultant shall provide evidence, to the reasonable satisfaction of the Client, of the insurance referred to above and shall give the Client reasonable advance notice of any proposed changes related to such insurance.
- d. The Client undertakes an responsibility to provide life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

Article 17: Source of Instructions

The Consultant, its agents, servants, employees, subcontractors and independent contractors, shall neither seek nor accept instructions from any authority external to the Client in connection with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect the Client. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

Article 18: Officials not to Benefit

The Consultant warrants that no Government official or employee has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

Article 19: Subcontracting

The Consultant shall engage no subcontractor to perform any work or services in connection with this Contract unless the Consultant shall have notified the Client of the identity of the proposed subcontractor and the Client shall have notified the Consultant of its approval of the



engagement of the subcontractor. The approval by the Client of the engagement of a subcontractor shall not relieve the Consultant of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor. The terms of any subcontract shall be subject to and in conformity with the provisions of this Contract.

Article 20: Fraud and Corruption

If the procuring entity determines that the Consultant, his employees, agents, subcontractors, or any other person acting in the name or on the account of the consultant, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the contract, then the procuring entity may after giving 15 days' notice to the consultant terminate the contract.

Article 21: Assignment

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Consultant's rights, claims or obligations under this Contract except after obtaining the prior written approval of the Client.

Article 22: Confidential Nature of Documents

- a. All maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and all other data (referred to hereinafter in this Article as "documents") compiled by or received by the Consultant or its agents, servants, employees, subcontractors or independent contractors in connection with this Contract shall be the property of the Client, shall be treated as confidential and shall be delivered only to duly authorized Client's officials on completion of work or services under this Contract or termination of the Contract, or as may otherwise be required by the Client.
- b. In no event shall the contents of such documents or any information known or made known to the Consultant by reason of its association with the Client be made known by the Consultant or its agents, servants, employees, subcontractors or independent contractors to any unauthorized person without written approval of the Client.
- c. Subject to the provisions of this Article, the Consultant may retain a copy of documents produced by the Consultant.
- d. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.
- e. The obligations in this Article do not lapse upon termination of this Contract.

Article 23: Use of Name, Emblem or Official Seal of the Client

The Consultant, its agents, servants, employees, subcontractors and independent contractors shall not advertise or otherwise make public the fact that it is performing, or has performed, work or services for the Client or use the name, emblem or official seal of the Client or any abbreviation of the name of the Client in connection with its business for advertising purposes or for any other purposes. The Consultant shall take all reasonable measures to ensure



compliance with this provision by its agents, servants, employees, subcontractors, and independent contractors. This obligation does not lapse upon termination of the Contract.

Article 24: Copyright, Patents and Other Proprietary Rights

- a. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks with regard to maps, drawings, photographs, messages, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, (referred to hereinafter in this Article as "materials") except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of Client, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations there from. If the Consultant incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to the Client from the persons in whom any existing copyrights therein may be vested and produce evidence to the Client of such permission.
- b. The Consultant agrees that it will forthwith disclose and assign to the Client all discoveries, processes, or inventions, made or conceived in whole or in part by it alone or in conjunction with others relating to or arising out of this Contract, and the said discoveries, processes, or inventions, shall become and remain the property of the Client, whether or not patent applications are filed thereon.
- c. Upon request by the Client and at its expense, the Consultant shall take all necessary steps, execute all necessary documents and generally assist the Client in securing such proprietary rights and transferring them to the Client in compliance with the requirements of the applicable law.
- d. The obligations in this Article do not lapse upon termination of the Contract.

Article 25: Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

Article 26 - Amendments

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

Article 27: Liability



The Consultant shall be liable to fully indemnify, defend and hold harmless the Client for and against all and any losses or damages which the Client may suffer or incur (whether directly or indirectly) as a result of the breach of this Contract by the Consultant or as a result of damages caused by the Consultant's employees.

Article 28: Limitation of Liability

Nether the Consultant, nor any of its officer, director, principal, employee, its agents, servants, employees, subcontractors or independent contractors shall be liable to the Client for any loss incurred by the Client in connection with the matter to which this Contract relates, except a loss resulting from the willful misconduct or gross negligence on the part the Consultant. Under no circumstances shall the Consultant be liable to Client for any special, incidental, indirect, punitive or consequential loss or damage of any nature except as provided for under this Contract.

Article 29: Approval and Consents

An approval or consent by a party under this Contract shall only be valid if in writing but shall not relieve the other party from responsibility for complying with the requirements of this Contract nor shall it be construed as a waiver of any rights under this Contract except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Contract.

Article 30: Force Majeure

- a. If either party is rendered unable, wholly or in part, by Force Majeure (as hereinafter defined) or any other cause of any kind not reasonably within its control, to perform or comply with any obligation or condition of this Contract, upon giving written notice to the other party within five (5) days of the occurrence of the Force Majeure event, such obligation or condition and liability therefore shall be suspended during the continuance of the inability so caused; however, such period shall not exceed sixty (60) days from the giving of written notice. Upon expiration of the sixty (60) days from the giving of written notice, if the event of Force Majeure has not been overcome, this Contract may be terminated at the option of either party. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Strikes or labor trouble shall be deemed beyond the reasonable control of the party claiming Force Majeure, and such party shall under no circumstances be required to make any concessions or concede any demands to the party or parties causing the strike or labor trouble.
- b. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Article 31: Entire Agreement and Severability



This Contract constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Article 32 - Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Article 33: Governing Law, Dispute resolution and Language

a. Governing Law

- i. "This Contract shall be governed by and construed in accordance with the laws of the Republic of Rwanda.
- ii. The Parties have further agreed that if the provisions of this Contract are inconsistent with the effective laws of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law.
- iii. Invalidity of one or more provision or articles of this Contract shall not invalidate any other provisions or the Contract as a whole. If a provision is found to be invalid or contravenes national legislation, the parties will agree on amendment of the provision and in the case of disagreement, the matter shall be referred to the Minister of Justice/Attorney General for legal advice. In case the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution".

b. Dispute Resolution

i. Amicable solution:

Any dispute or differences between the parties arising out of this Contract shall, in the first instance be settled amicably by submitting such a dispute to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative serving on such panel shall have full authority to settle the Dispute.

ii. Litigation:

"If the parties cannot settle the dispute amicably, the matter shall be referred to national courts of competent jurisdiction."

Or

iii. Arbitration:

If the dispute cannot be amicably settled by the parties, the matter shall be referred to and finally resolved by arbitration in accordance with the Rules of Kigali International Arbitration Center (KIAC).

The number of arbitrators to the proceedings shall be one (or three depending on the size of the contract) appointed in accordance with the rules.



The seat of arbitration shall be in Rwanda.

The language of arbitration shall be..... (choose the language).

The award rendered by the arbitrator(s) shall be final and binding and shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs incurred including legal fees to be paid by the party against whom enforcement is ordered.

c. Language

All notices, correspondence, documentation or communications of whatsoever nature, reports submitted or prepared under or in connection with this Contract shall be in the English language.

Article 34: Waiver

No waiver of any provision or of any breach of this Contract shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

Article 35: Notice

Each party chooses as its address for all purposes under this Contract whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Contract as follows:

The Government of Rwanda:

.....

The Client

.....

Any notice required or permitted under this Contract shall be valid and effective only if in writing, and shall be deemed to have been received on the date of its reception.

Any party may by notice to the other party, change its chosen address to another physical address and such change shall take effect on the eighth (8) day after the date of receipt by the party who last receives the notice.

Article 36: Counterparts



This Contract may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

Article 37: Entry into Force

This Contract comes into force on the date of its signature by both parties.

For and on behalf of the Government of Rwanda

By: _____
Name: _____
Title: _____

For and on behalf of the Consultant

By: _____
Name: _____
Title: _____

Date: _____

