Tender Document

Invitation to tender in accordance with the European open procedure for Feasibility studies for the Development of a Referral Hospital in Burkina Faso

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Contents

Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten).
D2B, TA DRIVE	Programs *Develop to Build* an *Technical Assistance DRIVE* of RVO, supporting and financing feasibility studies for public infrastructure in developing countries.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.

Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
ANEVE (successor of BUNEE)	The National Agency for Environmental Assessments
CoRev	Review Committee meeting
IFC	International Finance Corporation
Competent Authority	Ministry of Health in Burkina Faso
MEEVCC	Ministère de L'Environnement, de l'Economie verte et du Changement climatique
CHR-U	tertiary referral hospital (Centre Hospitalier Régional - Universitaire
PDRHS	Plan de Développement des Ressources Humaines pour la Santé
PNDS	Plan National de Développement Sanitaire
NCEA	Netherlands commission for environmental assessment

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for services for feasibility studies for a hospital in Burkina Faso

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO).
IUC-EZK will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

This document contains information on the European call for tender for studies and technical assistance for the Develop2Build project (D2B) "Studies and technical assistance for the development of a CHR-U referral hospital in Fada N'Gourma, Burkina Faso", in accordance with the international tender procedure.

D2B is executed by the International Development Department of the Netherlands Enterprise Agency (RVO). D2B offers direct support to government authorities in low-income countries and Dutch partner countries to convert promising public infrastructure ideas into viable high-impact projects. This support is provided in the form of a grant for studies that need to be completed before procurement of an infrastructure project can start.

The Ministry of Health of Burkina Faso has launched the project for a new 300-bed tertiary referral hospital (CHR-U) in Fada N'Gourma to provide better access to quality care in the Eastern Region. The hospital currently in Fada N'Gourma is a 164-bed regional hospital centre (CHR). This hospital does not meet the norms and standards required in a third-level healthcare hospital. The construction of this new hospital is therefore an absolute priority that is part of the National Economic and Social Development Plan (NESDP) 2016-2020 (Annex 8).

The infrastructure project is broken down into two parts the first being the execution of the D2B studies, including a feasibility study in which, additionally to the technical aspects, an ESIA, the economic and financial viability, a procurement plan and the financing of the project will be studied. These studies are financed by RVO, which is the subject of this call for tender. The second part regards the construction of the new third-level hospital, which will be the subject of another tender procedure and possible DRIVE financing. The current terms of reference (ToR) only concern the D2B studies.

In May-July 2019 Burkina Faso carried out feasibility studies (Annex 9, 10) and environmental and social impact studies (EIAS) (Annex 11, 12, 13, 14) through Assistance Publique-Hôpitaux de Paris (AH-HP) in collaboration with Sata Afrique. That feasibility study confirmed the relevance of the project, drew up a detailed health programme, a first draft design and indicative costs for the new regional hospital in Fada N'Gourma. This study shows that there are significant opportunities to increase access and improve the quality and offer of specialised health services available in the Eastern Region, while optimising resources in terms of medical staff, infrastructure and equipment. This conception takes into account a medium and long-term perspective.

These studies were submitted by the Ministry of Health to RVO as part of an application for DRIVE funding. After evaluating the studies, RVO identified a number of gaps in the feasibility study, the ESIA and the Resettlement Action Plan (RAP).

Within the framework of the D2B project, the studies are to be restructured and completed in such a way that the analyses provided will meet the requirements of a DRIVE grant for the realisation of a new CHR-U, in view of possible DRIVE funding. Particular attention should be paid to taking into account the local context of the project, the operation and maintenance phase of the CHR-U and compliance with the International Finance Corporation (IFC) performance standards on which the ESIA will be based, in addition to the local ESIA requirements.

Notwithstanding the available prefeasibility study, the total costs of the CHR-U will need to be studied in more detail during the D2B studies, also taking into account the high demand for personnel capacity building and the maintenance phase , including all construction and equipment costs and how this will be financed.

RVO and the Ministry of Health of Burkina Faso have developed a project formulation plan "Studies and technical assistance for the development of a CHR-U referral hospital in Fada N'Gourma, Burkina Faso". This document forms the basis of this tender document and can be found in Annex 15.

You are invited to submit an offer on the basis of this tender document. The tender for these D2B studies will be conducted in accordance with RVO's one-step procurement procedure. The Contracting Authority wishes to enter into an agreement with a tenderer having submitted the most advantageous tender, which will be selected through a Quality and Cost Based Selection (QCBS) procedure. The prospective Contractor, as well as the services to be performed and/or provided by the Contractor, must meet the conditions set by the Contracting Authority as specified in this tender document.

1.3 Time schedule

The schedule below applies to this tendering process.

23 February 2021	Issuing of publication, start of tendering period.
26 March	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
2 April	Issuing of Memorandum of Information
14 April , 13.00 Hrs	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
17 April up to and including 6 May	Assessment of Tenders.
7 May	Announcement of the award of the Contract.
28 May	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
28 May	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
June	Starting date of Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description and objective of the assignment

2.1 General objective of the infrastructure project

The overall objective of the project is to contribute to the improvement of access to specialised health care for the inhabitants of the Eastern Region, improving its quality by expanding the range of care offered in order to reduce morbidity and mortality rates, in particular high maternal and infant mortality rates.

2.2 Specific objectives of the infrastructure project

The infrastructure project cycle is supported by two financing instruments, the first of which is the execution of D2B studies, financed by RVO, which is the subject of this tender document. The second component concerns the construction of the new third-level hospital, which will be the subject of another tender and possible 50% DRIVE financing of the project costs. The current ToR only concern the D2B studies.
Depending on the results of the studies and compliance with DRIVE conditions, DRIVE funding could potentially be used to partially support the construction of the new CHR-U. While an eventual renovation of the existing CHR into a new function will have to be financed from other financial sources.
The specific objectives for the realisation of the CHR-U to be taken into account in the D2B studies are:

- The construction of a new CHR-U in phases according to the needs prioritisation that will be identified in the Feasibility Study putting the patient in the centre of the healthcare provision according to national and WHO[1] norms;
- Redevelopment of the existing CHR into a new function;
- Increasing the supply of hospitalisation in stages, according to healthcare priorities, and to committed and available funding;
- Diversify medical and surgical specialties to meet current and future health needs;
- Ensuring affordability, accessibility, adequacy, quality and safety of care for all;
- Strengthen and secure the medical-technical platform;
- Ensure that the new CHR-U is equipped with the most effective equipment for the local context, including hospital waste management;
- Improve the policy for the organisation of care and the referral system at a regional level, in conjunction with other care structures; including digital Health provisions conform to national and WHO[2] standards.
- Ensuring the availability, recruitment and adequate training of human resources to meet the needs of enhanced health care provision, including hospital management and logistics;
- Contribute to the adequate training of health human resources. The CHR-U will provide a framework for the professional training of medical staff;
- To meet the requirements of the PDRHS 2013-2020 including audiovisual training, the existence of supervised and practical work rooms, ergonomic standards, IT productivity system and the provision of accommodation;
- Strengthen the reception, diagnostic and therapeutic capacities of the CHR-U in Fada N'Gourma;
- To provide affordable, accessible, adequate, qualitative, specialised and safe health care to the Eastern Region;
- Provide free care for children under five and pregnant women;
- Ensuring the availability of an adequate, efficient energy supply for the new installation (electricity and other forms such as hot water);
- Ensuring adequate water supply and treatment, as well as proper waste water management in the new hospital;
- Ensure the hygienic management of solid waste;

[1] WHO global strategy on integrated people-centered health services 2016-2026
[2] WHO, Recommendations on digital interventions for Health System strengthening

- Study how the development of Digital Health, including affordable mobile telemedicine, could also contribute to the improvement of health services, especially in cases where patient transport is expensive or even impossible and for isolated and poor populations[3];
- During the construction phase of the new hospital, direct temporary employment (resulting from the construction work) and indirect employment (for local small and medium-sized enterprises and the informal sector) will be realized. The project will seek to stimulate the combination of international expertise and local resources to enhance the skills of Burkinabé companies and local workers;
- Stimulation of private sector development; during the operationalisation phase the new CHR-U will also have a greater demand for internal or external support services, which can largely be provided locally (building maintenance, waste management, utilities, ICT services, hospital supplies, transport, catering facilities for patients and families, security, gardening etc.);
- Develop a long-term sustainable strategy for covering operating and maintenance costs.
- Identify possible opportunities for pairing the hospital with other hospitals in Burkina Faso or other countries.
- Specification of operationalisation costs for the duration of the infrastructure and equipment:
    - Maintenance costs for five years for infrastructure and equipment will be included in the project budget and thereafter will be covered by the Ministry of Health's budget;
    - Costs of consumables to be covered by the Ministry of Health budget.
    - Eventual opportunities of mechanisms of performance based financing?

2.3 Expected results of the infrastructure project

The expected results of the infrastructure project are:
- A 300-bed Regional University Hospital (CHR-U) is built in Fada N'Gourma;
- The CHR-U in Fada N'Gourma is equipped according to the current standards;
- The human resources required for the optimum operation of the CHR-U in Fada N'Gourma are available;
- Quality, specialized and safe health care is available to the population in the Eastern Region. Note that the current CHR is therefore examined in the studies but is not included in the execution / implementation phase.

2.4 Purpose of the D2B studies

The D2B studies refer to the full list of tasks and services requested under these Terms of Reference (ToR). The objective of these studies is to provide the Ministry of Health of Burkina Faso with a comprehensive intervention plan for the procurement of the implementation of the new regional referral hospital (CHR-U) and the reallocation of the existing CHR into a new function in Fada N'Gourma.
The specific objective of the D2B studies is to develop the studies necessary for the preparation of a tender document, which will be the basis for the procurement of an infrastructure project for the CHR-U, taking into account the points of attention specified in paragraph 2.2.

2.5 Problem analysis

The Eastern Region of Burkina Faso is considered a priority in the Ministry of Health's health development plans to improve access to quality care. These plans are part of the health strategy of the PNDES. The Eastern Region is characterised by a disadvantaged situation in terms of health, both in terms of the quality and quantity of health infrastructures and in terms of human resources (see contextual information in Annex 7).
The CHR in Fada N'Gourma is currently facing several difficulties concerning the infrastructure, institutional and organisational deficiencies and the security situation. More specifically, at the infrastructure level, the shortcomings are:
- The majority of the buildings date from 1972, and these infrastructures remain defective and unsuitable, in particular due to the small size and water tightness of the premises, as well as plumbing and electrical problems. The accommodation capacities are considered outdated and insufficient.

[3] Possibly mobile consultation facilities could be envisaged, like the ORIO Tuberculosis Detection Project in Ghana.

- Reviewing the situation of the current CHR, it shows many dissatisfactions and underlines shortcomings concerning imaging, endoscopy, biology, and incubators, the state of the medical equipment is deplorable.
- The problems of preventive and curative maintenance of materials and equipment are highlighted.
- The availability of spare parts and the maintenance of the equipment are problematic.
- The availability of consumables is not guaranteed.
- The availability of electricity at the hospital level is not stable.

The organisational needs and planning regarding the training of professionals, information and communication management, research management and maintenance management. Since 2006, the issue of management and quality has been the subject of a department in charge of the quality of care. In addition, the following list highlights the reasons for the needs mentioned above:
- Insufficient numbers and qualifications of staff.
- The absence of a job description sheet and the lack of division of labour.
- The non-existence of a training plan for hospital staff and research.
- Difficult working conditions due to the dilapidated state of the buildings.

Recent security incidents in the region have heightened the need for intervention to respond effectively to the increased demand for health services.
People are often forced to travel to Ouagadougou for care that they could have received on the spot if the CHR (current hospital) was better equipped. Given the distance and the deteriorated state of the road, this is a real concern both for the population and for the local authorities.
This is why the Ministry of Health has expressed the need for a third level regional hospital (CHR-U) in a regional vision of the health system to improve coverage for the entire population of the Eastern Region. The project is part of a programme of three regional hospitals, included in the PNDES: Dédougou, Fada N'Gourma and Gaoua. The construction of the first hospital, Dédougou, started on the national budget, but is not yet completed. The Ministry of Health is seeking funding for the other two hospitals, starting with Fada as a priority. As owner of the project, the Ministry of Health will provide the land and all the necessary permits to build the hospital. The Ministry of Health will be in charge of the operation of the hospital after completion of the project. The new hospital in Fada is expected to become the referral hospital in the Eastern Region with increased capacity and advanced medical services.
There are three main reasons for this level of ambition for the construction of a new CHR-U:
- The place of the Fada regional hospital centre is essential in the health system of Burkina Faso. There is increased pressure on the health system in the region, including the CHR, due to refugees from neighbouring regions with worsening security situations. In addition, the existing CHR also receives patients from border countries such as Togo, Benin or Niger.
- The aim of the project is to set up a new CHR, which will eventually become a regional university hospital centre by increasing the supply of care, particularly specialised care. The total ratio of qualified health personnel thus reaches 5.6 qualified personnel per 10,000 inhabitants, well below the national average (7.2) and well below the WHO recommendations (23 health personnel - doctors, nurses, midwives - per 10,000 inhabitants). The question of taking into account the availability of the CHR-U in Fada ‘n Gourma will contribute to training on the job opportunities for medical staff, additionally to theoretical training in the universities and health schools ENSP’s. The human resource needs for the eastern region of Burkina Faso is therefore essential. The availability of the CHR-U in Fada ‘n Gourma will contribute to training on the job opportunities for medical staff, additionally to theoretical training in the universities and health schools.
- According to the Burkina Faso Statistics Yearbook, the bed/inhabitant ratio for the Eastern Region remains low, at 7.9 beds per 10,000 inhabitants, compared to an average of 11.3 beds per 10,000 inhabitants for Burkina Faso as a whole. The need for beds is therefore particularly acute in this health region.

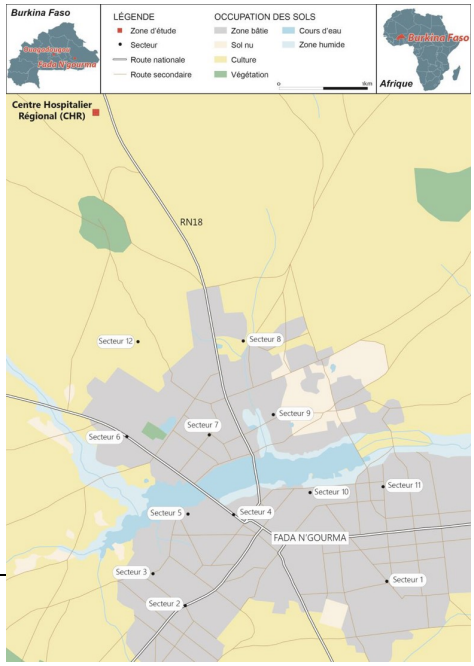
2.6 Geographical area of the D2B studies

The geographical area of the project will be the city of Fada N'Gourma in the Eastern Region of Burkina Faso. The city of Fada N'Gourma is at the same time the capital of the commune, the province of Gourma and the Eastern Region. The commune is located 220 km from the capital Ouagadougou, and is situated between 0'7' west longitude and 1'25' east longitude, and 13'7' and 11'55' north latitude (see map below).

The town of Fada N'Gourma is a centre of concentration of several administrative powers. The population of the Eastern Region is made up of approximately 68% of Gourmantché, indigenous to the region. Alongside them live the Mossis, the Fulani, the Zaoussés, the Yaanas, the Haoussa, etc. The main languages spoken are Gourmacéma, Mooré and Fulfuldé.

The Gourma region is characterised by a very hot, oppressive and generally cloudy rainy season. The dry season is hot and partly cloudy. During the year, the temperature generally varies between 18 °C and 39 °C and is rarely below 16 °C or above 42 °C.[4]

Located in the peri-urban area of the commune of Fada N'Gourma, the site selected for the construction of the CHR-U covers an area of 20 ha and is accessible via the RN 18 linking Fada N'Gourma to Bilanga. The site is shown in the map below.



[4] https://fr.weatherspark.com/y/42357/M%C3%A9t%C3%A9o-habituelle-%C3%A0-Fada-N&%2339;gourma-Burkina-Faso

2.7 Overview of phases, tasks and deliverables of the D2B studies

The D2B studies involve the execution of several tasks, structured in 5 work phases. Each task will be finalised with a specific deliverable. Each work phase will end with a coordination meeting with the Review Committee in order to validate the different deliverables (see paragraph 2.9). The coordination meetings foreseen in the Terms of Reference are one launch meeting (Review Committee 0 or "RevCo0"), followed by four Review Committee meetings (RevCo1 to RevCo4). The consultant will prepare a "Briefing Note" (BN1 to BN4) in preparation of the coordination meetings (RevCo1 to RevCo4). The D2B studies are composed of two parallel components to be carried out by the same Consultant/Consortium to ensure cohesion and alignment:

- Preliminary studies for the creation of the new hospital, commissioned by the Ministry of Health, have already been carried out. The Consultant will make maximum use of the information available in these studies in order to avoid duplication of work. In addition, the Consultant will carry out additional studies that are necessary to produce an integrated project plan and will prepare the tender documents for the implementation phase of the infrastructure project.
- The future vision of the Ministry of Health for the current regional hospital in Fada N'Gourma. The Consultant will conduct studies to determine the feasibility of any variations for an eventual new function of this hospital.

The table below gives an overview of the phases envisaged and the tasks required of the Consultant The numbering of the tasks indicates the proposed order of execution and also specifies the expected deliverables in the form of a report. The details of each phase will be specified in section 2.8.

In the event that reports or other deliverables are not accepted, with good reason, by the Contracting Authority and/or Review Committee, the Consultant will make the necessary adaptations without impact on the overall planning

Phases and meetings	**Tasks and Deliverables**	
Phase 0 Launch **(RevCo0)**	Inception report including phases, the type of EA, tasks, deliverables, planning and organisation of the D2B studies	
Phase 1 Diagnosis of the current situation and analysis of options **(RevCo1)**	**1.0** Diagnosis of the current situation of the existing regional hospital, health care needs and supply in the Eastern Region *(complement and update of preliminary studies)*	
	1.1 Baseline Study	
	New third-level hospital (CHR-U) *Complementing and updating preliminary studies*	**Redevelopment of the existing regional hospital (CHR) into a new function**
	1.2 Topographical and soil survey	**1.3** Topographical and soil survey
	1.4 Functional plan and preliminary architectural concept	**1.5** Functional plan and preliminary architectural concept
	1.6 Diagnosis of needs and training of human resources	**1.7** Diagnosis of needs and human resources training
	1.8 Inventory and analysis of key actors and other stakeholders	**1.9** Inventory and analysis of key actors and other stakeholders
	1.10 ESIA scoping and terms of reference	**1.11** ESIA scoping and terms of reference (awaiting a relevant decision during the launch)
	1.12 Preliminary financial and economic analysis	**1.13** Preliminary financial and economic analysis

	1.14 Preliminary financing plan	**1.15** Preliminary financing plan
	Briefing note (BN1) identifying solutions for the new hospital and the existing hospital including a comparison of the impact, advantages and disadvantages of the group of variations in the context of the study area. The Consultant will make a proposal of the most appropriate and realistic solutions for further study ,while reviewing the ToC & Baseline.	
GO/NO-GO: **On the basis of a positive decision of the Review Committee the D2B studies can continue**		
Phase 2 Feasibility study **(RevCo2)**	**New third-level hospital (CHR-U)**	**Redevelopment of the existing regional hospital (CHR) into a new function**
	2.1 Preliminary design for the selected variations	**2.2** Preliminary design for the selected variations
	2.3 Equipment plan and furniture of the selected variations	**2.4** Equipment plan and furniture of the selected variations
	2.5 Organisational plan for the selected variations	**2.6** Organisational plan for the selected variations
	2.7 Detailed financial and economic analysis of the selected variations	**2.8** Detailed financial and economic analysis of the selected variations
	2.9 Operation and maintenance plan	**2.10** Operations and maintenance plan
	2.11 Final financing plan	**2.12** Final financing plan
	2.13 ESIA and ESMP	
	2.14 Preliminary project plan	
	Briefing note (BN2) outlining the preliminary plan for the different development options of the new hospital and the redevelopment of the existing hospital. The Review Committee will provide comments on the preliminary project plans and evaluate the ESIA study ,while reviewing the ToC & Baseline. The DRIVE committee will assess whether the provisional plan for the development of the new hospital will meet the DRIVE criteria.	
GO/NO-GO: **On the basis of a positive decision of the review committee and a notice of no objection from RVO, the D2B studies can continue**		
Phase 3 Final project plan **(RevCo3**)	**New third-level hospital (CHR-U)**	
	3.1 Final project plan including a deepening and integration of the different studies of phase 2.	
	Briefing note (BN3) outlining the final plan for the development of the new hospital and the final plan for the redevelopment of the existing hospital, while finalising the ToC & Baseline..	
GO/NO-GO: **On the basis of a positive decision by RVO to continue the procurement process for the construction of the CHR-U under DRIVE co-financing**		
Phase 4	**New third-level hospital (CHR-U)**	

Procurement plan and documents **(RevCo4)**	**4.1** Procurement plan
	4.2 Procurement documents
	Briefing note (BN4) proposing the outline of the plan and procurement documents. At the end of this phase, the Review Committee will validate the procurement plan and documents and make recommendations.

2.8 Detailed description of tasks and deliverables

2.8.1 Launch

In preparation for the launch meeting, the Consultant will review the preliminary study documents and familiarise itself with the local situation and relevant stakeholders in the city and the department of Fada N'Gourma. The Consultant will update and refine the methodology and planning developed in its proposal, in collaboration with the Coordination Unit. For tasks that have already been taken into account by preliminary studies, the Consultant will make maximum use of the information in these documents.

The objective of the launch meeting (RevCo0) is to discuss and clarify the definition of the D2B studies (as specified in the ToR and in the offer of the Consultant), based on a consensual exchange between stakeholders. This meeting will lead to an agreement on the tasks, the type of the Environmental and Social Impact Assessment (ESIA) necessary for the two parts of the project (it is envisaged that only a succinct reinstallation plan will be necessary and not a full Resettlement Action Plan (RAP) because the number of project affected people is estimated to be 24 and therefore less than 50 which is the threshold for a RAP in Burkina Faso; nevertheless it should be in compliance with the IFC Performance Standards and consequently to be confirmed at this meeting), the communication to the public, deliverables, planning, coordination and management of the D2B studies.

At the launch meeting in Burkina Faso (RevCo0), the Consultant and the Management Unit will present to the Review Committee a study launch report (deliverable 0) describing the tasks to be carried out, the expected results, the planning, and the proposed coordination and management structure for the D2B studies.

The Consultant will take note of the Review Committee's recommendations in the final version of the launch report, which will be submitted to D2B for a no-objection opinion. The Inception Report will specify, in particular, the reports and documents to be provided during or at the end of each task, the schedule of deliverables and the schedule of meetings with the Review Committee.

Phase 0: Launch
0. **Launch report** The report should include the phases, tasks, the type of EA, deliverables, planning and organisation of the D2B studies.

2.8.2 Phase 1: Diagnosis of current situation and analysis of variations

The first phase must establish a diagnosis of the current situation covering all the dimensions to be considered (socio-economic, technical, institutional, organisational, environmental, financial, etc.). This diagnosis must make it possible:

- to develop a strategy to increase the supply of hospitalisation in stages, according to the health care priorities in the Eastern Region, taking into account the following alternatives:
    - the redevelopment of the existing regional hospital (CHR) to a CHR-U
    - the new construction of the CHR-U on the selected site
    - a combination of the above variations: the new construction of the CHR-U on the selected site and the redevelopment of the existing hospital into a new function, which is in collaboration with the new CHR-U according to the PNDS 2021-2030.

- identify the most promising solutions for each variation, and compare their advantages and disadvantages in the context of the study area;
- scoping study and preparation of the terms of reference for the ESIA and the ESMP.

The objective of the meeting with the Review Committee at the end of phase 1 (RevCo1) is for the Consultant and the Management Unit to present and discuss the intervention variations for the development of the new hospital and the redevelopment of the current hospital. The Review Committee should then be in a position to make a choice of the most appropriate alternatives for the continuation of the studies. This choice will determine the exact scope of the D2B studies for the redevelopment of the existing regional hospital in the following phases. Depending on a positive decision of the Review Committee and a notice of no objection from D2B regarding the selected alternatives and the Consultant's performance, the D2B studies will continue during the second phase.

Phase 1: Diagnosis of the current situation and analysis of variations
Tasks and Deliverables
1.0 Diagnosis of the current situation of the existing regional hospital, health care needs and supply in the Eastern Region *(complement and update of preliminary studies*) This study should include the following elements: • re-evaluation of the causes of dysfunction and constraints in the existing hospital as stated in the problem analysis paragraph both at infrastructure and organisation level; • reassessing the demand and supply of health services in the Eastern Region. This assessment will provide the necessary information to establish whether there is indeed a justified need and feasible to carry out both the construction of the new third referral hospital and the redevelopment of the existing hospital; • evaluation of existing referral procedures for the referral system of the East Region and recommendations concerning the tools needed (innovative and according to best practices of countries of the region) for efficient transfers between the numerous Health posts, the 4 district hospitals, the existing regional hospital, the Health Posts and the new tertiary referral hospital in the Eastern Region; • assessment of the accessibility of health services to the indigent. • Assessment of the impact of the security situation in the north/east on healthcare needs in Fada n' Gourma. • The Consultant has to develop a Theory of Change (ToC), a comprehensive description and illustration of how and why a desired change is expected to happen in the particular context. It is focused in particular on mapping out or "filling in" what has been described as the "missing middle" between what the project does (its activities or interventions) and how these lead to desired goals being achieved. • The ToC needs to consist of a report, clearly stating but not limited to the following: 1. Description of the effects and the desired impact (the ultimate outcome) that the Project will have on the local community (using economic, socio-cultural, institutional, environmental, technological and other indicators) 2. Description of the inputs and activities of the Project. 3. Description of the pathways through which the Project (inputs and activities) contributes to the desired results/impact. (logical step approach contributing to the Project objectives) 4. Description of the outputs and outcomes (which may include immediate and intermediate outcomes) of your Project. Ideally, these pathways will be based on existing evidence/literature, and/or assumptions will be made explicit. 5. A Monitoring, Evaluation and reporting Matrix where result indicators are formulated so that over time the progress on the different levels can be tracked. These indicators will respect the proposal of the agreed project Theory of Change and will be further specified by the Monitoring, Evaluation and Reporting Matrix. The ToC needs to be delivered as a visualisation including the Project inputs, activities,

outputs, outcomes and impact, followed by a short explanation/narrative. Also a brief description of the Sustainable Development Goals (SDG's) the Project contributes to has to be incorporated. The ToC needs to be developed by the Consultant in collaboration with RVO and the local stakeholders and reviewed at every RevCo moment with updates from the advancing study.

1.1 Baseline study

The Baseline study should follow the general objectives defined by the proposed project:

- quantify the initial baseline values for the project indicators
- Additionally to indicators the Baseline study should provide general information on the following topics:
  - General socio-economic situation of the beneficiaries in the target area
  - Clarification of the land ownership and land rights in the project area
  - KAP (Knowledge, Attitude & Practices) in practices related to the specific sector (water, food security, transport, health, SRGR)
- The baseline study will focus on baseline data collection for a set of indicators outlined in the ToC. The baseline study report will be used as a measurement to monitor the project outputs & outcomes against the set indicators over the course of the project implementation & operation.

The final baseline study report should basically include the following points:

- Acknowledgements
- Glossary/Acronyms
- Introduction
- Executive Summary
- Methodology
- Limitation
- Findings
- Conclusion and recommendations
- Appendices

Ensure that the baseline data collected covers all the data necessary for the ESIA.

New third-level hospital (CHR-U) *Complementing and updating preliminary studies*	**Redevelopment of the existing regional hospital (CHR) into a new function**
1.2 Topographical and soil survey This survey should assess the condition of the land and soils on the site of the new third referral hospital, and include: • the topographical situation of the site • risks and threats to this site • the hydrogeological situation of the site • water infiltration into the soil on the site	**1.3 Topographical and soil survey** This study should assess the condition of the land and soils on the site of the existing regional hospital, and include: • the topographical situation of the site • risks and threats to this site • the hydrogeological situation of the site • water infiltration into the soil on the site
1.4 Functional plan and preliminary architectural concept The functional plan for the new hospital should also include medium-term projections for the population, health indicators and health service needs. This plan: • defines the region and the reference population for the new hospital; • specifies the portfolio of medical services	**1.5 Functional plan and preliminary architectural concept** The functional plan for an eventual redevelopment of the existing hospital This plan: • defines the region and the reference population; • specifies the portfolio of services to be provided.

to be provided by the new hospital, taking into account the local context and (expected future) demand, as well as the standards of the CHR-U; • defines the size of each department; • defines the number and distribution of beds per department in relation to the demand for health services; • elaborates in more detail the recommendations concerning the functioning of the referral system (by considering the position of the CHR-U in the Eastern Region's referral system and the impact of insecurity); The digital Health component is important, where this must be well structured and, among others, take into account the sensitivity of the data (patient files), data security, and possibly communication with the patient himself / herself. • prepares an architectural concept[5] integrating the strategic engineering requirements (including phased construction options) and aligned with the cost plan, project strategies, sustainable construction principles and general specifications, make suggestions for the organisational, technological and general services model for the new hospital also taking into account cultural aspects; • makes suggestions for the supply and management of water taking into consideration a serious demand for hot water. Locally appropriate energy efficient solutions are expected to be feasible. • makes suggestions for the supply and management of (renewable) energy; following a 3 step philosophy: o Minimize energy requirements as much as possible, e.g. through SMART construction design (without compromising on the quality of service) ; i.e. insulation, proper orientation of the building , shading, double roofing etc, as well as energy efficient lighting, and energy efficient devices o Use renewable energy as appropriate and possible ; o Use fossil fuel as efficiently as possible • provides variations for the most	• defines the type and size of each department; • prepares an architectural concept integrating strategic engineering requirements and aligned with the cost plan, project strategies and general specifications; • makes suggestions for the organisational, technological and general service model, also taking into account cultural aspects; • makes suggestions for the supply and management of water and (renewable) energy; • defines the quality of existing buildings and equipment; • provides variations for equipment and management (waste, supply of materials and services, food etc.).

[5] According to the "norms and standards in infrastructure and equipment" of the Ministry of Health, Burkina Faso and using local materials as much as feasible.

appropriate equipment and management of the new hospital (waste, supply of materials and services, food etc.).	
1.6 Diagnosis of needs and training of human resources This study should include: • a human resources needs assessment to fulfil the stated objectives; • a needs assessment for additional qualified staff for medical specialties for a third referral hospital compared to the existing services of the regional hospital; • recommendations concerning the planning and financing of (specialised) medical training; including audio-visual / online training; • a needs assessment for capacity building in hygiene and equipment maintenance; • the capacity building plan for hygiene and equipment maintenance; • a needs assessment for additional capacity building under the prism of the impact of insecurity in healthcare provision.	**1.7 Diagnosis of needs and training of human resources** This study should include: • a human resources needs assessment; • evaluation of the impact of staff transfer to the new third referral hospital; • recommendations concerning the planning and financing of (specialised) medical training; • a needs assessment for capacity building in hygiene and equipment maintenance; • the capacity building plan for hygiene and equipment maintenance; • a needs assessment for additional capacity building.
1.8 Inventory and analysis of key actors and other stakeholders This analysis includes the strengths and weaknesses of key actors and stakeholders in the context of the infrastructure project at the political, economic, social, environmental and cultural levels.	**1.9 Inventory and analysis of key actors and other stakeholders** This analysis includes the strengths and weaknesses of key actors and stakeholders in the context of the infrastructure project at the political, economic, social, environmental and cultural levels.
1.10 Environmental and Social Scoping and terms of reference of the ESIA including the ESMP The Environmental and Social Impact Assessment (ESIA) will be carried out in parallel with the Feasibility Study (Phase 2), and will start with an Environmental and Social Scoping Study during Phase 1 of the project, conforming to IFC PS standards (2012). The scoping is to be done again and it focuses on the effects, risks and impacts to be studied during the development of the ESIA. It is important to ensure that the scoping takes into account but re-examines the already collected information. The scoping will take into account the environmental and social impact assessment that has been carried out as part of the preliminary studies. The results of the scoping process should determine what should be included in the environmental and social impact assessment, which could include separate studies or management plans. Scoping is a process that identifies potentially adverse impacts that are likely to be	**1.11 Environmental and Social Scoping and terms of reference of the ESIA including the ESMP** The Environmental and Social Impact Assessment (ESIA) will be carried out in parallel with the Feasibility Study (Phase 2), and will start with an Environmental and Social Scoping Study during Phase 1 of the project, conforming to IFC PS standards (2012). The scoping is to be done again and it focuses on the effects, risks and impacts to be studied during the development of the ESIA. It is important to ensure that the scoping is not influenced by the existence of information already collected. The results of the scoping process should determine what should be included in the EIAS, which could include separate studies or management plans. Scoping is a process that identifies potentially adverse impacts that are likely to be significant and should therefore be the main objective of the ESIA. Scoping also identifies available data and existing gaps. The scoping process determines appropriate spatial and

significant and should therefore be the main objective of the ESIA. Scoping also identifies available data and existing gaps. The scoping process determines appropriate spatial and temporal scopes for assessment, variations to be studied and suggestions for appropriate survey and research methodologies. The Terms of Reference (ToR) for the ESIA are based on the scoping results that are documented in the scoping report. The scoping report will include (but not be limited to):
• review of existing information on the developed environmental and social baseline conditions;
• the specification of the different intervention variations and justification of the proposed alternative;
• analysis of the gaps between the Burkinabe law and the International Finance Corporation (IFC) performance standards, including the performance standards that are triggered;
• identification of the main risks and impacts in the different phases of the project;
• the methods to be used, the level of effort required to fully understand the risks and impacts, and the options for mitigating them;
• conduct initial site visits, including formal and informal discussions/meetings with local communities, government agencies and other key stakeholders in the project area;
• develop a draft Stakeholder Engagement Plan (SEP) that will be applicable throughout the project cycle, including the planning stage, and provides for effective and inclusive engagement with project stakeholders, with a focus on vulnerable groups;
• determine the zone of influence. The area is likely to be affected directly or indirectly by project operations, including ancillary and associated activities.
• determine local ESIA procedures, including requirements and timing. When preparing the ESIA, the Consultant must take into account the local regulations Decree 2015-1187 (**Annex 19**), important requirements and procedures for carrying out and validating the strategic environmental assessment and the study and the environmental and social impact
	temporal scopes for assessment, variations to be studied and suggestions for appropriate survey and research methodologies. The Terms of Reference (ToR) for the ESIA are based on the scoping results that are documented in the scoping report. The scoping report will include (but not be limited to):
	• review of existing information on the developed environmental and social baseline conditions;
	• the specification of the different intervention variations and justification of the proposed alternative;
	• identification of the main risks and impacts in the different phases of the project;
	• Études de référence environnementales et sociales pour:
	  • Gestion des déchets hospitaliers;
	  • Évaluation socio-économique;
	  • Utilisation de l'eau, électricité, égouts.
	• conduct initial site visits, including formal and informal discussions/meetings with local communities, government agencies and other key stakeholders in the project area;
	• develop a draft Stakeholder Engagement Plan (SEP) that will be applicable throughout the project cycle, including the planning stage, and provides for effective and inclusive engagement with project stakeholders, with a focus on vulnerable groups;
	• determine the zone of influence. The area is likely to be affected directly or indirectly by project operations, including ancillary and associated activities.
	
	The results of the interim report should be incorporated into the ToR for the ESIA of the new hospital.

notice published in the Official Gazette No. 53 of 31 DECEMBER 2015. RVO will ask the Netherlands Environmental Assessment Commission (NCEA) to review the draft scoping report and ToR of the ESIA. The Consultant should allow 6-8 weeks for the NCEA to review and for himself to take into account NCEA's recommendations and prepare a final version of the scoping report and ToR of the ESIA for submission to the Ministry of Environment, Green Economy and Climate Change of Burkina Faso (MEEVCC) and/or the National Environmental Assessment Agency (ANEVE). The essential elements of the ToR of the ESIA are described in Article 13 of Decree 2015-1187. The ESIA can proceed in phase 2 after validation of the ToR by ANEVE (60 days), public consultation (30 days), and arecommendations of the NCEA.	
1.12 Preliminary Financial and Economic Analysis Notwithstanding the available prefeasibility study, the total costs of the CHR-U will need to be studied in more detail during the D2B studies, also taking into account the high demand for personnel capacity building and the maintenance phase , including all construction and equipment costs. The financial and economic analysis should provide an assessment of: • investment costs; • operational and maintenance costs for at least 20 years; • the financial and economic aspects of the proposed investment plan, assuring the affordability and accessibility for the population of the Region; • the financial implications for the Ministry of Health, and the Ministry's ability to bear the costs of operation and maintenance; • the financial and economic sustainability of the project; • the financing of the implementation phase of the project.	**1.13 Preliminary financial and economic analysis** This analysis should provide an assessment of: • investment costs; • operational and maintenance costs for at least 20 years; • the financial and economic aspects of the proposed investment plan; • the financial implications for the Ministry of Health, and the Ministry's ability to bear the costs of operation and maintenance; • the financial and economic sustainability of the project; • the financing of the implementation phase of the project.

1.14 Preliminary financing plan An identification of the possibilities for financing the construction, equipment and operation of the third reference hospital (potentially in combination with Dutch financing). This financing could come from the government of Burkina Faso, international financing institutions (e.g. World Bank, ADB, EIB, EU, etc.), or other interested bilateral donors, based on the results of the financial and economic analysis of the projects. The preliminary financing plan will be the basis for the final financing plan to be developed in Phase 2. There should be a clear and realistic financing plan before proceeding to phase 2.	**1.15 Preliminary financing plan** An identification of the possibilities for financing the construction, equipment and operation of the existing hospital. This financing could come from the government of Burkina Faso, international financing institutions (e.g. World Bank, ADB, EIB, EU, etc.), or other interested bilateral donors, based on the results of the financial and economic analysis of the projects. The preliminary financing plan will be the basis for the final financing plan to be developed in Phase 2. There should be a clear and realistic financing plan before proceeding to phase 2.
Briefing note (BN1) identifying the options for the new hospital and the existing hospital including a comparison of the impact, advantages and disadvantages of each variation in the context of the study area. The Consultant will make a proposal of the most appropriate and realistic group of variations for further study. At this moment the ToC & baseline developed during task 1.0 & 1.1 will be reviewed. Note that depending on the results of the studies and compliance with the DRIVE conditions, the DRIVE funding could potentially be used to partially support the construction of the new CHR-U. While the reallocation of the existing CHR in a new function will have to be financed from other financial sources.	
GO/NO-GO: • **D2B studies may continue on the basis of a positive decision of the Review Committee.** • **The ESIA can proceed based on the approval of the ANEVE and RVO, upon NCEA's advice.**	

2.8.3 Phase 2: feasibility study

The feasibility study carried out in phase 2 should make it possible:

- to establish the final configuration of the solutions chosen for the construction of the new third-level hospital (CHR-U) and the possible redevelopment of the existing regional hospital (CHR);
- assess the financial and economic feasibility of the chosen solutions;
- assessing the environmental and social impacts (ESIA) and drawing up the environmental and social management and monitoring plan (ESMMP) for each intervention.

Phase 2: Feasibility study	
Tasks and deliverables	
New third-level hospital (CHR-U)	**Redevelopment of the existing regional hospital (CHR) into a new function**

2.1 Preliminary design for the selected variations A general plan of the new hospital was part of the preliminary studies. The preliminary design should focus on the general framework for the construction of a new third reference hospital based on the selected variation and take into account the relevant aspects of the preliminary studies. The proposed technical plan, with specifications and calculations, should include at a minimum: • Preliminary design • Structural engineering adapted to local conditions, climate and durability • Hydro-sanitary system and adduction • Electrical installations and network • Special systems • Air conditioning and mechanical ventilation • Medical gas or steam network • Technical specifications • Quantitative estimates Optional: digital mock-up and artist's print.	**2.2 Preliminary design for the selected variations** This preliminary design should focus on the general framework for the redevelopment of the existing hospital. The proposed technical plan, with specifications and calculations, should include at a minimum: • Demolition and evacuation plan of old buildings that cannot be rehabilitated. • Preliminary design • Structural engineering • Hydro-sanitary system • Electrical installations • Special systems • Air conditioning and mechanical ventilation • Technical specifications • Quantitative estimates Optional: digital mock-up and artist's print.
2.3 Equipment plan and furniture of the selected variations The study must take into account all the medical and non-medical equipment needed for the new hospital, taking into account the knowledge and practices of the staff. This should result in a technical plan with specifications and calculations for: • Equipment • Input proposal • Drawings with all equipment installed (preliminary design) The equipment and furniture plan should be based on decree n°2015-1624/PRES-TRANS/PM/MS/MESS/ME (**annex 20**) approving the special status of university hospitals and the provisions of PNDS and PDRHS on IT systems. However, the Ministry of Health mentioned that this document should be applied in a pragmatic manner. In the event that the Consultant considers that a certain type of equipment is not necessary, or that variations are recommended, it will provide an argument for this conclusion in its interim report.	**2.4 Equipment plan and furniture of the selected variations** The study must take into account all the equipment necessary for the existing hospital, taking into account the knowledge and practices of the staff. This should result in a technical plan with specifications and calculations for: • Equipment • Input proposal • Drawings with all equipment installed (preliminary design)

2.5 Organisational plan for the selected variation The organisational plan is of vital importance for the smooth running of the new hospital on the basis of the selected variation. The Consultant will have to elaborate in this document: • A plan for the organisational structure of the new hospital. • Recommendations concerning the organisation of the new hospital in the form of an implementation plan. • The legal aspects to be taken into account in these plans.	**2.6 Organisational plan for the selected variation** The organisational plan is of vital importance for the smooth running of the existing hospital. The Consultant will have to elaborate in this document: • A plan for the organisational structure. • The legal aspects to be taken into account in these plans.
2.7 Detailed financial and economic analysis of the selected variation Using the previous interim results, the Consultant has to prepare the final financial and economic studies, containing detailed cost estimates and financing options for the realisation of the new hospital. The overall objective of the financial and economic study is to assess the economic viability of the selected variation.	**2.8 Detailed financial and economic analysis of the selected variation** Using the previous interim results, the Consultant has to prepare the final financial and economic studies, containing detailed cost estimates and financing options for the reallocation of the existing hospital. The general objective of the financial and economic study is to assess the economic viability of the selected variation.
2.9 Operations and Maintenance Plan This plan for the new hospital must contain: • a full analysis of operating and maintenance costs, based on the preliminary analysis of these costs, for at least 20 years carried out in Phase 1 (see deliverable 1.12); • an inventory of the requirements for the organisation, personnel, equipment, infrastructure, maintenance and reinvestments over a period of at least 20 years; • recommendations regarding maintenance clauses that should be included in contracts with equipment suppliers, taking into consideration the potential stimulation of private sector development in a sustainable, viable and safe manner for health services. • Eventual opportunities for performance based financing schemes	**2.10 Operation and Maintenance Plan** This plan for the existing hospital must contain: • a full analysis of operating and maintenance costs, based on the preliminary analysis of these costs for at least a 20-year period carried out in Phase 1 (see deliverable 1.13); • an inventory of the requirements for the organisation, personnel, equipment, infrastructure, maintenance and reinvestments over a period of at least 20 years; • recommendations regarding maintenance clauses that should be included in contracts with equipment suppliers, taking into consideration the potential stimulation of private sector development in a sustainable, viable and safe manner.
2.11 Final financing plan An update of the preliminary financing plan (deliverable 1.14).	**2.12 Final financing plan** An update of the preliminary financing plan (deliverable 1.15).
2.13 ESIA and ESMP The ESIA will be conducted in accordance with the developed ToR in Phase 1, and following their approval by the MEEVCC and the Go/No-Go decision of RVO. On the basis of the full ESIA, an Environmental and Social Management and Monitoring Plan (ESMMP) including, but not limited to, a succinct reinstallation plan, (medical) waste management plan (WMP) and	

stakeholder engagement plan (SEP) will be developed, containing an inventory of all affected properties and people and the costs of mitigation, restoration and/or compensation. The ESIA and ESMP will be developed in accordance with International Finance Corporation (IFC) standards, as an integral part of the full project plan developed in Phase 3. Monitoring the implementation of the ESMP will merit particular attention and should be taken into account when defining the role of technical assistance in project management (see task 3.1). Once ready, the ESIA and ESMMP will be submitted to ANEVE and NCEA for their assessment . The Consultant should allow 4-6 weeks for the NCEA to review the ESIA and ESMP and for himself to take into account NCEA's recommendations which will be incorporated in a final version for the ministry of Environment and RVO to give their permit and Statement of No Objection respectively .
2.14 Preliminary project plan This plan integrates all previous deliverables from Phase 2 into a preliminary project plan.
Briefing note (BN2) The Consultant will make a proposal for the most appropriate solution for the continuation of studies, by proposing the preliminary plan for the development of the new hospital and the redevelopment of the existing hospital. The Review Committee, including ANEVE representation will provide comments and evaluate the ESIA study. At this moment the ToC & baseline developed during task 1.0 & 1.1 will be reviewed. The DRIVE committee will assess whether the provisional plan for the development of the new hospital will meet the DRIVE criteria.
GO/NO-GO: **On the basis of, the results of the assessment of ANEVE and NCEA on the final ESIA, a positive decision of the Review Committee and a notice of non-objection from RVO, the D2B studies can continue**

2.8.4 Phase 3: Final project plan

During phase 3, the Consultant will finalise the final project plan for the development of the new hospital. It will take into account the recommendations of the Review Committee, RVO, ANEVE and NCEA.

Phase 3: Final project plan
Tasks and deliverables
New third-level hospital (CHR-U)
3.1 Final project plan The Consultant will draw up a complete project plan for the new hospital, including: • the detailed design of the selected variations (horizon 2022); • a plan for the potential construction and transition of health services in several phases; • a 20-year operation and maintenance plan; • a financing plan for the selected variations; • a proposed procurement plan for the selected variations; • a proposal for the management and coordination structure of the project. • a proposal for the Monitoring & Evaluation (M&E) plan in line with the ToC of Phase 1. • The M&E Plan defines clearly the approach to monitor and evaluate the Project activities with the goal to achieve the desired results in a sustainable manner. The M&E Plan clearly states but is not limited to the following: o A brief Project description, including: o Project goals and objectives o Theory of change

○ M&E indicators (process and outcome indicators) ○ Data Collection Methods and Timelines ○ Roles and Responsibilities (description staff member's role in M&E data collection, analysis, and/or reporting) ○ Reporting ○ Lessons learned & improvement plan ○ Reporting template table ○ Dissemination plan (description of how and when M&E data will be disseminated internally and externally)
Briefing note (BN3) outlining the final plan for the development of the new hospital and the final plan for the eventual redevelopment of the existing hospital. At the end of this phase, the Review Committee will validate the final project plan and make recommendations **(CoRev3).** At this moment the ToC & baseline developed during task 1.0 & 1.1 will be finalised.
GO/NO-GO: **On the basis of a positive decision by RVO to continue the procurement process for the construction of the CHR-U under DRIVE co-financing**

2.8.5 Phase 4: Procurement plan and documents

During phase 4, the Consultant will assist D2B and the Burkinabe authorities to develop the plan and tender documents required for the implementation of the project.

In this phase, it is important to take into consideration the potential DRIVE co-financing decision of the CHR-U when drawing up the tender documents.

In collaboration with the Steering Committee, it should be assessed whether technical assistance to the contracting authority (TACA) is necessary for the execution and monitoring of the procurement procedure.

Phase 4: Procurement plan and documents
Tasks and deliverables
New third-level hospital (CHR-U)
4.1 Procurement plan The procurement plan should be structured for two elements: on the one hand, all the works and services for the new hospital and, on the other hand, the supervision of the works and services. For each element the plan should specify the procurement method (open procedure, restricted procedure), the type of contract (specified according to FIDIC or equivalent standards), and the applicable national and international requirements.

4.2 Procurement documents

The Consultant will prepare, in collaboration with the Coordination Unit, the Tender Documents and the Terms of Reference (ToR) for all the construction, supervision, Technical Assistance to the Contracting Authority (TACA), and for the capacity building of the hospital staff necessary for the realisation of the new hospital. These documents will be drawn up in accordance with the procurement plan (see deliverable 4.1). These documents must be compatible with international standards and national regulations on works and supervision of hospital infrastructure projects, and on consultancy services.

The documents should include (non-exhaustive list):

- Tendering process
  - instructions to tenderers
  - qualification criteria and evaluation criteria
  - procurement forms
- Requirements
  - Terms of Reference (ToR) specifying the scope of the services requested
  - technical specifications
- Contractual conditions and contract form

All other relevant information, such as a list of all studies carried out up to the date of publication.

Briefing note (BN4) proposing the plan and documents for awarding contracts. At the end of this phase, the Review Committee will validate the procurement plan and documents and make recommendations **(RevCo4).**

GO/NO-GO:
No Objection notice of RVO

2.9 Organisation and coordination of D2B studies

The Ministry of Health in Burkina Faso is the initiator of the project (**annex 18**). The following bodies set up by the Ministry will be in charge of monitoring, guiding the validation of the results of the studies and all opinions related to the CHU-R infrastructure project and the redevelopment of the existing regional hospital into a new function in Fada N'Gourma:

- The Project **Management Unit** is composed of the coordinator, the administrative and financial department, the technical monitoring and evaluation officer, the secretary and the driver. An order from the Ministry specifies the roles of each actor. The Project Management Unit is the Coordination Unit which will work in direct collaboration with the Consultant recruited to carry out the D2B studies. Aboubacar Sanou, health attaché and coordinator of the Fada N'Gourma RHC-U construction project, has been designated as the focal point for the D2B studies (**Annex 21, 22**).
- The **Technical Committee** is composed of medical specialists, general directors, heads of technical services of the Ministry of Health and project coordination members.. The Technical Committee may be consulted by the Consultant during the execution of the D2B studies and may be convened for intermediate meetings.
- **The Review Committee** is made up of the Secretary General of the Ministry of Health, the Director and the thematic commission of PNDS and the directors of certain ministries (economy and finance, urban planning and housing), ANEVE, DGCOOP, representatives of the beneficiaries (Director General of the RHC in Fada N'Gourma) and the President of the Eastern Regional Council representing the populations of the Eastern region. The Review Committee is the project's supreme body in charge of validating the D2B studies. The Review Committee will include in addition representatives of the Ministry of Health, representatives of RVO (D2B) and representatives of local stakeholders. The Review Committee will meet at least 5 times a year but may meet at any time at the call of its chairman. The Review Committee's power of decision is specified in the ministerial order.

In the event that the Review Committee deems it necessary to consult an external expert on specialised aspects of the studies, this decision will be made on an as-needed basis and will be coordinated with the Consultant. The Consultant has an obligation to collaborate with the specialist in the best interest of the studies.

Other local stakeholders

Local actors are, among others :

- the regional Health directorate ;
- Fada N'Gourma district Health framework team;
- the Eastern Regional Council will be involved as a representative of the local government;
- the Commune of Fada N'Gourma represented by the Maire, where the site of the new CHR-U is located;
- the inhabitants of the city and the Eastern region;

The roles and responsibilities of the main partners involved in the D2B study phase are summarised in the following table.

Institution	Roles and Responsibilities
Netherlands Enterprise Agency (RVO)	• Responsible for the financing of the project, i.e. 100% of the development phase and potentially the main funder (max 50%) for the new CHR-U infrastructure project • One of the signatories of the D2B Financing Agreement • Recruitment of a Consultant to carry out the D2B studies • Go/no go decision for the elaboration of the ESIA including an ESMP • If necessary: recruitment of technical assistance for specific issues • Establish notice of no objection at the end of each phase (GO/NO GO moments).
Ministry of Foreign Affairs (MFA)	• Ministry responsible for the management of government-to-government relations within the framework of this project • Management of bilateral relations with the Dutch Embassy in Ouagadougou • Collaboration with the Ministry of Finance and other Ministries involved in the project on financing issues
Ministry of Finance	• Sign the D2B Financing Agreement on behalf of the Government • Guarantee the local administration costs of Burkina Faso, which are not covered by the consultancy contract for the D2B studies. • DGCOOP: Identification of strategic partners for the financing of the infrastructure project • Beneficiary of the project
Ministry of Health (MoH)	• Competent Authority of the project • Ensuring the supervision of the project through the General Secretariat • Project Manager Competent Authority • Ensuring the inclusion of the project in the State budget for infrastructure development • Ensuring the inclusion of the project in the national monitoring and evaluation programme • Ensuring the inclusion of the project in the programming of public investments • Set up the D2B Project Management Unit • Ensure compliance with the procedure for conducting an ,ESIA Decree 2015/1087 Art.12-15. 19-24, 27-37

Management Unit	• To facilitate the work of the Consultant in the development phase of the project • Planning and monitoring of activities in close collaboration with the RVO D2B team and the Consultant • Contribution to the elaboration of the ToR for the works and other ToR • Day-to-day handling of technical and administrative issues inherent in the project's implementation • Planning of coordination meetings and production of technical support for decision making
Consultant	• Responsible for conducting the D2B studies in the development phase of the project • Facilitation by the Management Unit for the execution of the D2B project
Review Committee	• Validation of tasks, approach, deliverables and planning • Orientation of studies • Validation of intermediate results • Presentation of the conclusions to the Ministry of Health and RVO for their validation and SoNO respectively
the National Agency for Environmental Assessments (ANEVE)	• Approval of ToR for the ESIA • Validation of the ESIA and ESMP or and drawing up the environmental compliance certificate
Netherlands Commission for Environmental Assessment (NCEA)	• On request of RVO, reviews the Environmental and Social Scoping, ESIA and ESMP; • Provides recommendations to strengthen the reviewed documents; • Is expected to visit the project once (if the situation allows) as part of the review in task 1.0. and 1.11.

Communication

Communication during the execution of the D2B studies is organised as follows:

Communication method	Content of communication	When to receive information
E-mails	• Project status • Clarifications on project issues • Urgent actions • Reminders on project progress or compliance with project commitments	• Regularly during the development of the project
Teleconference meetings	• Working meetings requiring the participation of the project team	• Depending on the needs of the project team or the planning of meetings
Official correspondence	• Official approvals • Official directives and official instructions • Official views on key project topics	• At the time of decisions marking the achievement of the intermediate objectives of the project
Contracts, financing agreements and other conditional agreements	• Contractual obligations • Financing agreement • Other conditions necessary for the execution of the project	• Achievement of certain objectives that mark a change in the progress of the project

Progress reports	• To update the partners on the progress of the project over a given period of time throughout the duration of the project	• Monthly or quarterly or annually according to the Terms of Reference
Meetings	• On topics that require the presence of the D2B project team members • Meetings to inform partners or make decisions on matters of public interest	• Depending on the planning of the meetings • As required
Communication by telephone	• On urgent issues that require immediate action • Giving instructions or status on certain topics • Request for clarification	• As required

2.10 Assumptions and risks

2.10.1 Assumptions

The success of the D2B studies is based on the following general assumptions:

- The changing security situation in the Eastern Region does not prevent teams of local and, where appropriate, international experts from working on the ground;
- A continuous and structured consultation is established between the Consultant, the Management Unit, the Review Committee, the Municipality of Fada N'Gourma, the Government of Burkina Faso, other project stakeholders and the D2B programme, in order to facilitate information exchange, task execution, review of results and orientation of the studies;
- Study resources can be mobilised in an efficient and timely manner;
- The choice of the preferred variant, based on the analysis of the proposed alternatives, is widely accepted and validated by the project stakeholders;
- The review and validation of the interim and final reports shall take place within a reasonable period of time.

2.10.2 Risks

The risks are directly related to the failure to comply with the assumptions described above. The success of the D2B studies may be called into question if some of the assumptions are not sufficiently fulfilled. A distinction has been made between the risks related to the execution and content of the D2B studies.

Risks related to the execution of the D2B studies	**Level of risk (high, medium, low)**	**Mitigation measures (indicative)**
Social movements such as sit-down strikes do not allow for project implementation and meeting deadlines	Medium	• Engaging with national and local administrative authorities and the local population and anticipating in the event of strikes.
Contextual security situation and/or COVID-19 pandemic, does not allow for project implementation and meeting deadlines	Medium/High	• Set up a local team to support the project and analyse the situation. • Engage with the local administrative authority and the local population, and monitor the situation on a regular basis. • Establish an updated safety and security policy and procedures and always be informed of the current situation on the

		ground.

Risks related to the content of D2B studies	Level of risk (high, medium, low)	Mitigation measures (indicative)
Duplication of studies in the field of health care	Low	• Ensure that studies already completed are made available to the and that there are no other studies in progress or planned.
Negotiation for the acquisition of land is often a very long process with too many claims for compensation.	Medium	• Capitalising on the achievements of the relocation of the occupants of the CHR-U site in Dédougou.
Confusion of the population on how the division of tasks between the old and new hospitals will be.	Medium	• Establish a communication plan and engage with the local communities.

The Eastern Region has been experiencing a deleterious security situation for some time with its wave of internal displacements, a poor state of the road network and the silting of rivers. The security situation in the Eastern Region represents a major risk of which the Consultant must be fully aware. The proposed teams of experts must be prepared to work in such a security situation, as it is not yet possible to predict its evolution during the period of the D2B studies. The Consultant must therefore make the appropriate safety arrangements to enable its teams to carry out the tasks assigned to them.

If the Consultant considers that the physical integrity of its staff, in the context of the execution of D2B studies, is seriously and imminently threatened, the Consultant will have full discretion to suspend the execution of its mission in accordance with the Special Conditions of the Contract for Studies and Technical Assistance to be carried out in a safety risk area.

The Consultant is requested to include in the offer a proposal of how the safety of its staff will be guaranteed.

2.11 Lots

The invitation to tender has not been divided into lots, due to the integral nature of the D2B studies and the structural interaction between the Consultant, the Management Unit and the Review Committee.

2.12 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 18 months, for the D2B studies for the development of a new third level hospital and the redevelopment of the existing regional hospital into a new function.

2.13 Scope of the assignment

The Tendering Authority has estimated a total contract value of € 550.000.- exclusive of VAT.

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to the services requested (RS)

RS1	The tender should clearly describe the approach and methodology for the management and execution of the D2B Studies (based on the project description provided in Chapter 2), including the following specifications as proposed by the Consultant: • Activity planning • Description of deliverables • Coordination plan (RS 10) • Number of working days per person and per activity • Estimated total costs per activity • Disbursement schedule
RS2	The offer must be submitted in English. Additional documentation may also be submitted in English or French.
RS3	Activities must be planned within 18 months from the date of signature of the contract.
RS4	The description of the deliverables indicates, for each task, the expected results and how these results will be communicated to the Contracting Authority, the Competent Authority and the Review Committee.
RS5	The reports and results to be presented during the feedback sessions with the Review Committee should be sent at least two weeks before each session: • to the Contracting Authority • to the Competent Authority (MOH) • to the members of the Review Committee. Comments provided to the Consultant before and during the session will be dealt with within two weeks of the session.
RS6	The terms of reference of the ESIA (tasks 1.10 and 1.11) and the reports of the final ESIA and ESMP will be sent to the Contracting Authority at least four weeks before the first Review Committee meeting (RevCo1) and the second Review Committee meeting (RevCo2) respectively.
RS7	In the event that reports or other deliverables are not accepted, with good reason, by the Contracting Authority and/or Review Committee, the Consultant will make the necessary adaptations without impact on the overall planning.
RS8	All reports and other information prepared or adapted by the Consultant must

	be delivered in electronic version to the Contracting Authority and the Management Unit. The Management Unit will be responsible for the subsequent dispatch of these documents to interested parties.
RS9	All interim and final reports are written in French. The final reports for each task must contain an English summary.
RS10	The coordination plan proposes to organise at least **5 feedback sessions** with the Review Committee (first session during the launch phase, at least 3 intermediate sessions, and last session for the presentation of the final results).
RS11	The assignment will take place mainly in Fada N'Gourma, where the Consultant will open a project office equipped with all the facilities and means of transport necessary for the execution of the contract. The Consultant is expected to cover all costs related to international telephone connections, office supplies, printing or copying of documents, organisation of stakeholder workshops and meetings with the Review Committee, costs of ESIA procedure[6] etc. The Consultant is expected to cover all costs related to the implementation of the contract. The Consultant will bear all travel, accommodation and operating costs of its staff throughout the assignment.
RS12	The Competent Authority will set up a Management Unit, which will be in charge of coordinating the D2B studies and facilitating the work of the Consultant. In particular, this Management Unit will provide the Consultant with all documents, maps, reports and other materials available and useful for the D2B studies. The Competent Authority will provide the Consultant with full access to its infrastructure and staff, in order to allow a good understanding of the functioning of the infrastructure and the project context. The Consultant must also provide an adequate working environment (office space and equipment) for the staff of the Management Unit (approximately 5 to 6 people), at the expense of the Consultant.
RS13	During the execution of the assignment, all activities and communications will take place in French, unless otherwise specified in these ToR or by the Contracting Authority at a later stage.

3.2 Requirements relating to the D2B studies team (RT)

RT1	The tender should specify the names, functions, responsibilities and CVs of the proposed team of key and additional experts.
RT2	The Consultant must propose a project team comprising full-time and/or part-time staff, appropriate to the assignment, and provide the specification of the proposed dedicated time for each expert on the assignment. Key experts (see the table specifying the profile sought of key experts in section 9.2) must demonstrate their command of spoken and written French. For non-native speakers, a proficiency level of at least B2 or preferably C1 is required, according to the Common European Framework of Reference for Languages, or an equivalent system. At least two team members (including key experts and additional experts) must demonstrate competence at level C1 or equivalent. The Consultant must specify which team member is designated as deputy team leader.
RT3	The Consultant must guarantee that the proposed team leader will actually be available to carry out the tasks and responsibilities assigned to him/her, except in cases of force majeure.

[6] EIES/EES par pays - Eia.nl. Un devis peut être demandé à ANEVE pour préciser les coûts.

RT4	The Consultant must be willing and able to recruit additional expertise within the proposed budget, if necessary for the execution of the assignment. Each change in the team must be submitted to the Contracting Authority for prior approval.
RT5	The Consultant has internal policies and procedures for managing the COVID situation. It will provide a description of its monitoring and crisis management system.

3.3 Requirements relating to project coordination (RC)

RC1	The Consultant will periodically inform the Contracting Authority on the progress of the execution of the D2B studies, at least once every three months. The progress reports must contain a summary in English.
RC2	The Consultant shall immediately inform the Contracting Authority if it expects a negative impact on the results of the assignment, for example because one or more tasks cannot be carried out as planned, with due attention, with the expected accuracy or according to the agreed methodology.
RC3	The Consultant may propose modifications to specific aspects of the initial contract, based on a clear description of the proposed modifications and the reasoning behind these proposed modifications, as well as their consequences. The Consultant shall only be entitled to depart from the original contract with the written consent of the Contracting Authority and the Consultant.
RC4	The Consultant is fully responsible for the structured execution of the D2B studies, ensuring the achievement of the specific objectives and will monitor the progress of each task, including the status of the deliverables and the level of use of project resources. At the request of the Contracting Authority, the Consultant will produce a complete, real and accurate report on the progress of the project, in English, in a timely manner.
RC5	The Consultant will proactively maintain relationships with other projects, initiatives and activities related to public health in the project area. Where appropriate, it will integrate relevant elements into the D2B studies.

3.4 Requirements relating to security risks (RSR)

RSR1	The Consultant has internal safety management procedures. It will provide a description of its monitoring and crisis management system.
RSR2	The Consultant has a contract for support and repatriation of services provided abroad by its employees. It will provide the supporting certificate.
RSR3	In the case of a consortium, all experts based outside Burkina Faso will have to be covered by an assistance and repatriation contract.

3.5 Requirements relating to the prices/rates

RPS1	The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix 2 entitled 'Prices/Rates'.
RPS2	The Consultant is not authorised to offer a zero or negative rate. This also applies to individual elements. In addition, discounts are not allowed or should be internalised in the final prices and rates.

RPS3	The Consultant will legally indemnify the Contracting Authority, in accordance with the applicable civil/administrative and/or tax law, against any civil/administrative or tax claim not mentioned in this tender.

RPS4	• The tenderer will quote the prices according to the following structure:
	  ○ the amount excluding Dutch VAT and excluding VAT due outside the EU;
	  ○ the amount of Dutch VAT due (if any) and the amount of any VAT due outside the EU, and;
	  ○ the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
	• If the tenderer indicates that no VAT is applicable, it undertakes to provide documentary proof of this to the Contracting Authority within 15 calendar days of the request.
	• You are liable for any additional Dutch and/or foreign VAT charges due if you do not charge VAT or an incorrect VAT amount to the Contracting Authority. If applicable, you are liable for the correct payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority purchases a service from a foreign company and Dutch tax law considers that the work was performed in the Netherlands, the Contracting Authority is liable to pay VAT to the Dutch Tax and Customs Administration for the service(s) rendered in the Netherlands.
	• You guarantee that the amounts specified in the quotation include all taxes and levies (including amounts deemed to be equivalent to taxes or levies), however described and wherever levied in the world.
	• You indemnify the Contracting Authority against any claims by any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, whether originating in the Netherlands or outside the Netherlands.
	• Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a 0% VAT rate applies to the amount indicated on the quotation provided that the Contractor is **established in the Netherlands** and that his organisation is registered as an entrepreneur for VAT purposes. **For more certainty in this respect**, you can request a VAT exemption declaration from the tax inspector. More information on this can be found in the Ministry of Finance Decree dated 21 September 2015 (No. BLKB/2015/76M). If you submit a statement from the tax inspector within 30 days of the award of the contract specifying that a **different** VAT rate applies, the contract price will then be increased to include the applicable VAT rate. You are liable for all costs (additional or otherwise) in the event that you wrongly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
	• It is not permitted to charge Dutch VAT on this amount if the entrepreneur's registered office is outside the Netherlands. RVO pays Dutch VAT to the Dutch tax authorities.

RPS5	Prices/rates must be all inclusive. This means that they should include wage costs, overheads (such as business premises and wage costs of non-production workers), costs of support activities, costs of using equipment (such as computers) arising from the contract, profits, expense insurance, travel and accommodation costs, etc. Rates must be indicated in EUR. Additional costs and/or costs under any name above the proposed price are not legally due by the Contracting Authority.
RPS6	The tender must include in his budget a provisional amount of 20.000 EUR for the organisation of workshops and Committees meetings.
RPS7	Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.
RPS8	The Tenderer will not submit any zero or negative prices/rates.

RPS9	The Tenderer gives a fixed total price in your offer using annex 2. The total amount of your quotation is final.
RP10	The disbursement schedule provides for an advance payment of not more than 15% of the total contract cost and a final payment of not less than 10% of the total contract cost.

3.6 Tax-related requirements

3.6.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.

3.6.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;
- the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

3.6.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.6.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.6.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.6.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.6.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 30 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.

3.6.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.7 Invoicing requirements

3.7.1 Payments for the delivery of the services will be made in instalments at the end of each phase and is conditional on acceptance of the deliverables indicated above.

3.7.2 The disbursement schedule will be set during the contract phase with the winner of this tender on the basis of the proposed schedule (as per par. 3.1 *Requirements relating to the services requested, RS1*)

3.7.3 **For companies established in the Netherlands only**

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government
- Link with Digipoort
- E-invoicing with your own (accounting) software package through Simplerinvoicing
- E-invoicing through a service provider.

3.7.4 **For companies not established in the Netherlands**

The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

3.8 Environmental requirements

The Tenderer must possess all environmental permits required in order to fulfil this assignment.

4. Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
http://wetten.overheid.nl/BWBR0032203/2016-07-01

The evidence consists of:
1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

Please refer to https://ec.europa.eu/tools/ecertis/search
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
c. <<That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):
Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

1. Completion of at least one reference project that meets the following minimum requirements:
   - The project consists of a full feasibility study, including a functional plan and an environmental and social impact assessment, for the construction and/or rehabilitation of a hospital of third level of reference or higher, in an Sub-saharan African city or region;
   - This city or region had more than 100,000 inhabitants at the time of the study;
2. Performance or completion of the reference project must have taken place in the five years preceding the closing date for submission of the Tender. In the event that a reference project is put forward that has not yet been completed, only actual results achieved during the current Agreement may be included. It will not be sufficient to provide a statement of the expected results.
3. In case the Tenderer was part of a consortium: only studies for which its participation represented at least 30% of the total costs can be submitted as a valid reference project.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

4. The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment(s) must be at least 150.000 euro exclusive of VAT. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The reference(s) must be signed by the referee (the client in question)

The references must also demonstrate that they have a value of at least 150.000 euro.

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.3.3 Academic and professional qualifications (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer declares that the specified number of employees at the organisation – especially the employees responsible for carrying out the services – possess the academic and/or professional qualifications stated below.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

The evidence must demonstrate that the Tenderer truly employs a sufficient number of staff members (i.e. greater than or equal to the minimum required number as specified in the table above) who hold the qualifications specified for each function.

4.3.4 Staff (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer must declare that his organisation's workforce includes the minimum required number of staff members that comply with each type of job profile and hold the qualifications associated.
The staff that the Tenderer must have at his disposal do not necessarily have to be permanent employees: they can also be professionals with a different type of employment relationship, provided their skills and expertise are (demonstrably) available to the Tenderer during the fulfilment of the Contract.

4.3.5 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.
It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

A maximum of 100 points can be obtained for your response to the award criteria.
The preferences regarding the quality of the proposed approach (paragraph 5.2.1), the quality of the key experts (paragraph 5.2.2) and the quality of the additional experts should be at least 40% of the maximum score for these items together (minimum 35 out of 85 in total).

5.2 Quality criteria

5.2.1 Award criteria relating to the proposed approach

The assessment of the quality of the proposed approach will be based on the extent to which the objectives and tasks of the D2B studies have been taken into account in the offer, the description of the expected results, the management of the project with a particular focus on the study of risks and mitigation measures, the extent to which stakeholders are invited to participate and the planning of activities.

Points will be awarded, up to a maximum of **40 points** for the proposed approach according to the following table.

Max. 40 points available	Assessment aspects
20	Qualitative description of the proposed approach addressing the objectives and tasks outlined, i.e. how the consultant comprehends the assignment, how the approach fulfils the objectives and tasks of the assignment, how efficient is the use of resources, including planning for carrying out this assignment, etc Applicants are encouraged to describe the expected results using examples based on their own experiences in similar projects and approaches.
10	Quality of the Project management, including a study of risks and mitigation measures, and quality control of the services provided.
5	Quality of the vision on the involvement of relevant stakeholders, cooperation with the Management Unit and the Review Committee, and the provision of support to the Management Unit.
5	Quality of the proposed ESIA approach

5.2.2 Award criteria relating to the quality of the key experts

The table below specifies the profile sought for each of the key experts.

Required profile	Evaluation criteria
Team leader	• The team leader must be an expert with a university degree in hospital management or public health, or equivalent. • He/she should preferably have at least 10 years of experience in carrying out feasibility studies for the development and

	management of health infrastructures. • He/she should have proven experience in project management in sub-Saharan Africa, preferably in the French-speaking countries of the Sahel. • He/she must have proven experience in French communication and be able to write feasibility reports in French.
Hospital architect	• The hospital architect must be an expert with a university degree in architecture, or equivalent. • He/she preferably has at least 10 years of experience in hospital infrastructure in developing countries. • He/she has proven experience in projects in sub-Saharan Africa, preferably in the French-speaking countries of the Sahel. • Proven experience in hospital projects in the Sahel in the form of local architecture, using local materials, is an asset.
Financial and economic health expert	• The financial and economic health expert must be an expert with a university degree in business administration, economics, or equivalent. • He/she preferably has at least 5 years of experience in financial modelling (cash flow modelling) and cost-benefit analysis. • Proven experience in projects in sub-Saharan Africa, preferably in the French-speaking countries of the Sahel, is an asset.
Specialist in environmental and social impact studies	• The ESIA specialist must have a university degree in environmental or social sciences. • He/she has at least 7 years of experience in managing and conducting environmental and social impact assessments (ESIA) according to the international IFC performance standards in developing countries. • He/she can demonstrate experience in conducting ESIA and/or ESMMP in the countries of the Sahel, preferably in Burkina Faso. • He/she can demonstrate experience in land access and resettlement, preferably in the Sahel region. • He/she must have proven experience in French communication and be able to write reports in French.

Points will be awarded according to the extent to which the qualifications of the proposed key experts match the specifications of the profiles sought, up to a maximum of **30 points** for the whole team of key experts.

Max. 30 of points available	Assessment aspects
14	Correspondence of the profile of the proposed team leader with the preferred profile.
8	Correspondence of the profile of the proposed hospital architect with the preferred profile.
4	Correspondence of the proposed financial and economic health expert with the preferred profile.
4	Correspondence of the profile of the proposed specialist in environmental and social impact studies with the preferred profile.

5.2.3 Award criteria relating to the quality of the proposed additional experts

The table below specifies the profile sought for each of the additional experts.

Required profile	Evaluation criteria
Civil engineer	• The civil engineer must be an expert with a university degree in civil engineering. • He/she preferably has at least 5 years of experience in hospital infrastructure, design studies and cost estimation. • Proven experience in projects in sub-Saharan Africa, preferably in the French-speaking countries of the Sahel, is an asset.
Biomedical engineer	• The biomedical engineer must be an expert with a university degree. • He/she preferably has at least 10 years of experience in the installation and maintenance of medical and non-medical equipment. • Proven experience in projects in sub-Saharan Africa, preferably in the French-speaking countries of the Sahel, is an asset.
Electronics and computer engineer	• The electronics and computer engineer must be an expert with a university degree. • He/she can demonstrate experience in the design of hospital electronics-informatics systems in the Sahel region according to national requirements.
Heating, ventilation and air conditioning engineer	• The heating, ventilation and air conditioning (HVAC) engineer must be an expert with a university degree. • He/she can demonstrate experience in designing hospital HVAC systems in the Sahel region according to national requirements.
Specialist in laboratory materials	• The laboratory materials specialist must be an expert with a university degree. • He/she can demonstrate experience in equipping hospital laboratories in the Sahel region according to national requirements.
Sanitary facilities engineer	• The sanitary engineer must be an expert with a university degree. • He/she can demonstrate experience with water and liquids management and hygiene.
Electrical engineer	• The electrical engineer must have a university degree. • He/she can demonstrate experience with the design and maintenance of hospital electronic networks in the Sahel region according to national requirements.
Topographer of BTS level	• The BTS level topographer must have at least 8 years of experience and must have at least 5 similar projects to his credit. • He/she will be responsible for the topographic investigation aspects. • He/she must have a good command of the IT tools relating to his/her speciality. • He/she must have a good practice of the French language (spoken and written). • Experience in the Sahelian zone or region will be an asset.
Procurement Specialist	• The procurement specialist preferably has at least 10 years of experience in preparing tender documents under the standard contract conditions of FIDIC, the World Bank, or equivalent. • He/she is also able to take into account Burkina Faso's national regulations for public procurement. • He/she must have proven experience in French communication and be able to draft procurement documents in French.

Points will be awarded according to the extent to which the qualifications of the proposed additional experts match the specifications of the profiles sought, up to a maximum of **15 points.** The additional experts will be evaluated according to the following evaluation criteria:

- The composition of the team is balanced and brings together the appropriate expertise related to the proposed approach, preferably with knowledge of the context and in-depth knowledge of sub-Saharan Africa (and in particular the Sahel countries) as well as themes related to conflict sensitivity, gender, disadvantaged groups and private sector development.
- Level of education for each expert.
- Professional experience in their area of expertise with similar size projects
- Level of French language knowledge
- Experience and previous work in the Region and /or Burkina Faso

It should be noted that a person may be appointed for more than one position as an expert, if he or she meets all the required qualifications and experience and can provide the service within the time frame.

It should also be noted that a relatively compact and well-balanced team with the required qualifications and experience could be evaluated positively in terms of the efficient use of project resources.

The combination of international and local consultants in the team is encouraged, in order to better take into account the local context and the legislation and regulations in force in Burkina Faso.

In addition to the experts mentioned above, the Consultant must provide adequate full-time or part-time qualified and experienced support staff to meet the requirements of this assignment. The CVs of these support staff should not be included in the offer. The costs for such support staff shall be deemed to be included in the offer submitted.

Total points for the 3 criteria (par. 5.2.1, 5.2.2, 5.2.3):..... 85 pts

Minimum qualifying rating required for the 3 criteria is:..... 35 pts

5.3 Award criteria relating to prices/rates (exclusive of VAT)

Points will be awarded for the quality of the cost specification, the effectiveness of the use of the project resources and the total price offered in the offer according to the following table, up to a maximum of **15 points**.

Max. 15 points available	Assessment aspects
5	Quality of the budget specification, which must be complete, detailed, transparent, and realistic.
10	The total price offered in the offer (excluding taxes) will be evaluated according to the table for price evaluation indicated below.

5.4 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%

Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.5 Assessment of preferences in relation to prices/rates

The allocation of points for the criterion total price takes place on the basis of the amount of the total price in euros, excluding VAT. The height of the number of points is determined by means of a scale in steps of 10,000 euros.

Offers with a price above 550,000 EUR (excluding taxes) will be rejected. The points awarded for the total price will be based on the price ranges specified in the following table:

Total price offered (excluding VAT)	Points awarded
Lower than € 460,000	10 points
€ 460,000 - € 469,999	9 points
€ 470,000 - € 479,999	8 points
€ 480,000 - € 489,999	7 points
€ 490,000 - € 409,999	6 points
€ 500,000 - € 509,999	5 points
€ 510,000 - € 519,999	4 points
€ 520,000 - € 529,999	3 points
€ 530,000 - € 539,999	2 point
€ 540,000 - € 549,000	1 point
Quotation in offer is higher than the max. price of € 550,000	Exclusion

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the sub criteria relating to adequacy, quality of proposed methodology and work plan corresponding to the current terms of reference (ToR).In the event that the highest scoring Tenderers also achieve an equal score for this sub criteria, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.
You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.
If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):
Henk.ballering@rvo.nl
with a CC to nontas.papadimitriou@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult the eHandbook via http://www.tenderned.nl/egids/.

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit http://www.tenderned.nl/eherkenning-en-tenderned-0 for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned.

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least the four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.
In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.11 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.12 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.13 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) and it is a final deadline.

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
  The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidentional information provided by the Tenderer with due care.

7.3.14 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
'Prices/Rates' annex	Prices/rates included in the quotation	Fill in in the 'Prices' tab page
Qualifications	CV's	Add to TenderNed
Core Competences	References	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

7.3.15 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.
If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.16 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium
If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors <u>are</u> obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors
If a Tender is submitted by a principal contractor that does ***<u>not</u>*** rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor ***<u>does</u>*** rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

Upon the award of the Contract , the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information:
the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the provision of the services.

7.3.17 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

7.3.18 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair

competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.19 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in Dutch OR English.

The Tender must be submitted in Dutch OR English
Additional documents (such as informational materials etc.) can also be provided in Dutch, French OR English .

During the fulfilment of the contract, communication must be conducted in French OR English.

7.3.20 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.21 Contract conditions

The draft Contract, and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.3.22 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.23 Request for supplementary information concerning the Tender

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.3.24 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period
All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a

preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement
Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1: European Single Procurement Document
Annex 2: Prices/Rates
Annex 3: Draft Contract
Annex 4: ARVODI-2018
Annex 5: "Brochure E-factureren Rijksoverheid"
Annex 6: Complaints Procedure
Annex 7: General and contextual info regarding the studies
Annex 8: Plan National de Développement Economique et Social (PNDES) 2016-2020
Annex 9: AP-HP International/Elipse (2019), Feasibility study for the construction of the future Fada N'Gourma's CHR-U, Burkina Faso
Annex 10: AP-HP International/ Elipse (2019), Etude de faisabilité pour la construction du future CHR-U de Fada N'Gourma, Burkina Faso
Annex 11: Insuco (2019), Succint Resettlement Plan (SRP) of the construction project of the Fada N'Gourma Regional Hospital University (CHR-U), Burkina Faso
Annex 12: Insuco (2019), Plan Succinct de Réinstallation (PSR) du projet de construction du Centre Hospitalier Régional Universitaire (CHRU) de Fada N'Gourma
Annex 13: Insuco (2019), Environmental and Social Impact Assessment (ESIA) of the construction project of the Fada N'Gourma Regional Hospital University (CHR-U)
Annex 14: Insuco (2019), Etude d'Impact Environnemental et Social (EIES) du projet de construction du Centre Hospitalier Regionale Universitaire (CHRU) de Fada N'Gourma
Annex 15: D2B20BF01 Formulation Plan CHR-U Fada N'Gourma Project
Annex 16: Plan National de Développement Sanitaire (PNDS) 2011-2020
Annex 17: Plan de Développement des Ressources Humaines pour la Santé 2013-2020
Annex 18: Requête d'assistance de Develop2Build (D2B) pour la réalisation des études en vue de la demande de subvention DRIVE pour le CHR-U de Fada N'Gourma
Annex 19: Décret n°2015 / 1187 portant conditions et procédures de réalisation et de validation de l'évaluation environnementale stratégique, de l'étude et de la notice d'impact environnemental et social
Annex 20: Décret n°2015-1624/PRES-TRANS/PM/MS/MESS/ME portant l'approbation des status particuliers des CHU
Annex 21: Arrêté conjoint n°2013/MS/MEF portant création, classification, objectif et administration du « Projet de construction et d'équipement des centres hospitaliers régionaux de Dédougou Fada N'Gourma et Gaoua »
Annex 22: Arrêté n°2016/MS/CAB portant nomination de Coordonnateur du projet de construction et d'équipement des Centres hospitaliers régionaux de Dédougou, de Fada N'Gourma et de Gaoua
Annex 23: Normes en personnels des formations sanitaires publiques 2016
Annex 24: Accord de financement du programme D2B pour la réalisation des études du CHR U de Fada N'Gourma