

PROGRAM OF REQUIREMENTS

This chapter includes the requirements set by the Contracting Authority concerning the requested services and the prices and rates.

By submitting a Tender, you unconditionally agree to the set of requirements in the Tender documents and all its appendices. 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.

By submitting a Proposal, 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.

1.1 Requirements relating to the contractor and the study team (RCT)

RCT1	The Contractor will work in collaboration with Rwandan firm(s) and/or Rwandan individual experts.
RCT2	The study team must comprise a Team Leader (TL), a Deputy Team Leader and a mix of international and national experts that together cover the main topics and aspects according to the Terms of Reference (Appendix 4) and the requirements in this document.
RCT3	The proposed TL is available to carry out the tasks and responsibilities assigned to him/her, except in cases of force majeure.
RCT4	The Team leader shall be an international expert with a Master degree, having at least 10 years of experience in planning health infrastructure and health programs. The TL should have experience in carrying out feasibility studies for health and/or education infrastructure, including for international organization or development banks. He/she must have proven experience in project management, in sub-Saharan Africa or in a similar context.
RCT5	Key experts (the profile sought of key experts, specified in Appendix 4 and the requirements in this document) must demonstrate their command and proficiency of spoken and written English.
RCT6	The study team consist at least of the following key experts and requirements: ▪ Health professional education specialist: The health education specialist should be a health professional by training with at least 5 years of experience in health education and training quality (at a University level). He/she must have a proven track record working with health professional training institutions, preferably in the East African region or in sub-Saharan Africa. ▪ Bio-medical engineer: International expert with at least a university degree. He/she has at least 5 years of experience in planning, costing, installing and maintaining medical and non-medical equipment. A proven track record in projects in low- and middle-income countries, preferably in sub-Saharan Africa. ▪ Civil Engineer: The civil engineer should have at least a bachelor's degree in civil engineering, and proven work experience in construction quality and cost controls on at least 2 projects. ▪ Electrical Engineer: The electrical engineer should have at least a bachelor's degree in electrical engineering, proven work experience with the construction industry on at least 2 projects.

	▪ Mechanical Engineer: The mechanical engineer should have a degree with proven work experience particularly in plumbing, air, cooling, ventilation installations, working familiarity with the construction industry on at least 2 projects. ▪ Environmental and Social Expert: The Environmental and Social Expert has at least 5 years of experience in managing and conducting environmental and social assessments according to international standards (including IFC Performance Standards) in public health care facilities. At least one of the environmental and Social Expert (E&S) must be officially certified by the relevant Rwandan authorities. ▪ Architect: The architect must be an international or national expert with a university degree in architecture. He/she should have experience in designing health education infrastructure on at least 2 projects. ▪ Economist/Financial Specialist: The financial Specialist must have a Master's degree or equivalent with at least 5 years of experience with financial modelling (cashflow modelling).
RCT7	If necessary for the execution of the assignment, additional expertise is recruited within the proposed budget. Each change in the team, including replacement of key and additional experts, is to be submitted to the Contracting Authority for prior approval. Key experts are replaced by individuals with at least the same knowledge and experience (quality).

1.2 Requirements relating to project coordination (RC)

RC1	The Contractor is fully responsible for the structured execution of the D2B studies, ensuring the achievement of the specific objectives, tasks and deliverables per phase and will monitor the progress of each task, including the status of the deliverables and the level of use of project resources. The Contractor must inform the Competent Authority and the Contracting Authority timely with a complete, real and accurate report and in full on the progress throughout the D2B studies, in line with and congruent to the identified phases, tasks and deliverables. If deemed necessary and/or desirable by the Contractor this can be deviated from if instrumental to the full execution of the assignment (see also RC2), but only after a request to do so has been timely submitted to the Contracting Authority for prior approval.
RC2	The Contractor shall immediately inform the Competent Authority and the Contracting Authority if it expects a negative impact on the results of the assignment, for example because one or more tasks and/or deliverables cannot be carried out as planned and/or expected per phase, with due attention, with the expected accuracy, with the agreed methodology and/or expected outcome.
RC3	The Contractor will proactively maintain relationships with other projects, initiatives, activities and stakeholders related to or with an effect on public health in the project area. Where appropriate, it will integrate relevant elements into the D2B studies.
RC4	In order to achieve all DRIVE relevant requirements the Tenderer, for the purpose and throughout the execution of the assignment, needs to ensure that the DRIVE Policy Rules and Criteria https://wetten.overheid.nl/BWBR0046711/2022-05-28/0 are applied and adhered to whilst developing the project solution.

1.3 Requirements relating to the services required

RS1	Contractor commits to the contents of the Terms of Reference (Appendix 4) in executing the Assignment.
	The Assignment consist of the following 19 deliverables, which are written out in the Terms of Reference, chapter 3 (Appendix 4): • D1: Inception Report

	• D2: Theory of Change • D3: Baseline Study • D4: Environmental and Social Screening report • D5: Final report on the proposed project alternatives summarizing their feasibility based on the executed studies, including a final ranking • D6: Environmental and Social Scoping Report including a Terms of Reference for the Focused Environmental and Social Assessment Go / No Go Decision • D7: Detailed project implementation plan • D8: Functional plan and preliminary designs for infrastructure and assets components • D9: Preliminary Human Resource Plan • D10: Financial viability appraisal and Economic appraisal (SCBA, including supporting spreadsheet models) • D11: Preliminary BoQs for equipment, installations, and maintenance • D12: Focused Environmental and Social Assessment • D13: Environmental Social Management Plan (ESMP) • D14: Impact calculation of SDG 8 and SDG 13 • D15: Procurement Plan Go / No Go Decision • D16: Procurement documents • D17: M&E Plan • D18: Intake Form DRIVE • D19: TOR Supervisor
RS2	The Consultant allows for a maximum review time of 4 weeks for each draft and final deliverable, unless otherwise indicated, and include sufficient resources and time to adjust deliverables accordingly on basis of comments and observations.
RS3	The language for execution of the contract is English. This includes all activities and submitted documentation, communication, interim and final reports, and other information throughout all phases of the assignment and necessary to achieve full execution of the contract.
RS4	The reports and results used by the Contractor for the purpose of the (feedback) sessions with the Contracting Authority, Competent Authority and the Project Steering Committee should be sent at least two weeks before each session: • to the Competent Authority (University of Rwanda); • to the members of the Project Steering Committee; • to the Contracting Authority. • Comments provided to the Contractor before and during the session will be dealt with within two weeks from the date of the (feedback) session.
RS5	In the event that reports and/or tasks and deliverables are not accepted, with good reason, by the Competent Authority (University of Rwanda), the Project Steering Committee and/or the Contracting Authority, the Contractor will make the necessary adaptations without impact on the overall planning.
RS6	The (feedback) sessions that need to be organized with the Competent Authority (MOH) and the Project Steering Committee are included in the proposed coordination plan. These are necessary and instrumental to achieve per phase a final Go/No Go decision by Invest International Public Programmes B.V. If necessary, it is expected from the Contractor that additional (feedback) sessions will get organized without impact on the overall planning.

1.4 Requirements relating to security and safety (RSS)

RSS1	The Contractor has procedures regarding internal safety management to ensure business continuity. E.g. for staff safety, pandemics, natural disaster, conflict and other risks. It will provide a description of its monitoring and crisis management system.
RSS2	The Contractor has a contract for overall support, assistance and repatriation services for all its employees abroad. The Contractor will provide the supporting contracts and/or certificate(s).

1.5 Requirements relating to prices/rates (RP)

RP1	Discounts are not allowed or should be internalised in the final prices and rates.
RP2	Prices/rates are all inclusive. This means that they 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, the Contractors costs related to (feedback) sessions, profits, expense insurance, travel and accommodation costs, etc.
RP3	The Contractor gives a fixed total price in his offer using Appendix 7. The total amount of the offer is final. Additional costs and/or costs under any name above the proposed price are not legally due by the Contracting Authority.

1.6 Environmental requirements (RE)

RE1	The Contractor commits to the contents of the ESIA requirements (Appendix 6) in executing the Assignment.
RE2	The Contractor must have and provide proof of all environmental permits and certificates required to perform this contract.

1.7 Invoicing requirements (RI)

RI1	The disbursement schedule will be set during the contract phase with the winner of this Tender on the basis of the proposed schedule in the concept agreement.
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1.8 Tax-related requirements

RT1	The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
RT2	The Contractor must 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.
RT3	If the Contractor indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within 15 calendar days of the request to do so.
RT4	The Contractor is liable for any extra costs for Dutch and/or foreign VAT due if he incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, the Contractor is 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.
RT5	The Contractor guarantees 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.
RT6	The Contractor indemnifies 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.
RT7	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, the Contractor 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 the Contractor submits 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. The Contractor is liable for any costs (extra or otherwise) in the event that he incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority.
RT8	If the Contractor believes that his work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then he agrees to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by the Contractor in the quotation. The Contractor must provide this statement in English. If the statement from the foreign tax authorities is not in English, then he agrees to provide a sworn translation of this statement, the costs of which will be borne by the Contractor.