

**EQUITY BCDC SA
15, Avenue du Boulevard du 30 juin Gombe / Kinshasa, RD Congo**

REQUEST FOR PROPOSAL (RFP)



**RCCM: CD/KIN/RCCM/14B-3364
RFP FOR SELECTION OF CONSULTANT TO CARRY
OUT MARKET STUDY FOR EXPANSION OF EQUITY
AFIA MEDICAL CENTRES NETWORK IN DRC**

Release Date: Friday, 13th MAY 2022
Last Date for Receipt of bids: Friday, 3rd JUNE 2022 at 5.00 PM EAT.

ISSUE OF RFP DOCUMENT TO PROSPECTIVE BIDDERS

**RFP for Selection of Consultant to carry out Market Study for expansion of Equity Afia Medical centres
Network in DRC**

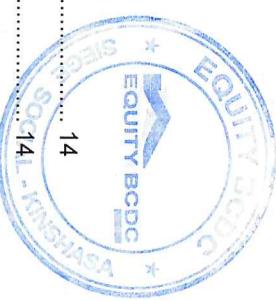
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LETTER OF INVITATION

RFP NO: CD/KIN/RCCM/14B-3364

Equity BCDC SA

Dear Mr./Ms.:

1. The *Equity Group Holdings* (hereinafter called "Client") has received financing from *Agence Française de Développement ("AFD")* on a facility EUR1Z funded by *European Union ("EU")* toward the cost of implementation of Technical Assistance program. The Client intends to apply a portion of the proceeds of this financing to eligible consultants under the Contract for which this Request for Proposals is issued.
2. The Client now invites Proposals to provide the following consulting services (hereinafter called "Services"): **Market Study for Expansion of Equity Afia Medical Centres Network in DRC**. More details on the Services are provided in the Terms of Reference attached.
3. This Request for Proposals (RFP) has been shared with a global publicity on DGmarket and media Congo.
4. This request will be evaluated under the Quality Cost Based Evaluation
5. The RFP includes the following documents:
 - a. Section I – General definitions and project background
 - b. Section II – Scope of work and general requirements
 - c. Section III – General conditions and instructions
 - d. Section IV – Technicalformat, Key Experts C. Vs, Financial Summary
5. Please be informed that queries or clarifications in regards to this RFP can be directed to offre@equitybcdc.cd before submission deadlines as per the general conditions of this bid.
6. Details on the Proposal's submission date, time and address are provided in section 1

Yours sincerely,

Hugues Mboma
Supply chain
Equity BCDC SA
hugues.mboma@equitybcdc.cd
offre@equitybcdc.cd





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DEFINITIONS

For purposes of this document, the following definitions shall apply:

- The Bank:** Equity BCDC SA
- Bid:** The Quotation or Response to this RFP submitted by prospective Suppliers for fulfilment of the Contract.
- Supplier:** The Company awarded the task of supplying all the items described in this document installing and commissioning them.
- Contract:** Supply, installation and commissioning of all the works, equipment and/or services that are described in this document, which will contribute towards meeting the objective of the RFP

|REQUEST FOR PROPOSALS

1.1 Bank information

Equity BCDC SA, established in the DRC since 2005, is currently a member of the Equity Bank Group, headquartered in Nairobi, Kenya. The network has branches in Kenya, Uganda, Rwanda, Tanzania, South Sudan and DRC. Equity Bank Congo S.A. is a Congolese bank whose shareholders are the International Finance Corporation (a subsidiary of the World Bank), the German public bank KfW and Equity Group Holdings PLC.

1.2 Project Background

With more than 10 million customers, Equity Bank Kenya (EBK) is one of the strongest and most impactful players in the East African financial sector, with a DNA and a strategy fully aligned with AFD Group's priorities for 2020-2022, namely regarding financial inclusion. Since inception, EBK has always been convinced of its role, as a bank, to finance the underserved segments of the population, businesses or sectors. As being impact-driven, the bank has been pioneer in providing access to finance to segments and sectors such as SMEs, rural population, students and women entrepreneurs. The bank has been working closely with its foundation, Equity Group Foundation (EGF) created in 2008, to enhance this impact. The EGF's purpose is to explore/test new tools and financing structures/methodologies for the benefit of underserved customers segment, such new tools being then rolled out by EBK as sustainable inclusive business models.

EBK has a clear ambition to continue to support SMEs funding by increasing its stake on sectors that are not enough weighted in its portfolio such as health sector. By financing it, the bank will directly contribute to the "Big 4 agenda", the Kenyan government developmental agenda: Manufacturing, Affordable Housing, Health, and Food Security.

AFD Group will support the bank into its strategy for impact-driven finance by providing financing for the health SMEs segment with EURIZ initiative.

Complementary to the EURIZ portfolio guarantee instrument, AFD Group through EURIZ initiative decide to provide Equity Bank Kenya technical assistance (TA) in order to support the development of the bank's activities in the health sector. The support will be focus on its activity for a specific type of health SME segment: medical clinics "Equity Afia".

1.3 Objective of the Global Project

This TA project will strengthen the bank's business in the health sector, strengthening an actor that promotes a better access to health and use of quality and affordable healthcare services in Kenya. This TA support, complementary to the portfolio guarantee, will support the development of the bank activity on medical clinics "Equity Afia", and contribute to:

RFP for Selection of Consultant to carry out Market Study for expansion of Equity Afia Medical centres Network in DRC





- Facilitate access to credit products for doctor-entrepreneurs, and
- Strengthen the know-how and bank's capacity to finance this health SME segment.

The TA programme will directly contribute to strengthen the bank's capacities to finance medical clinics thanks to the following specific objectives:

- Implement capacity-building activities (non-financial service) for healthcare workers who run the medical clinic businesses in order to reduce the risks involved in launching such a business for doctor-entrepreneurs and management teams;
- Support the inclusive and sustainable economic and social model of the medical clinics Equity Afia;
- Study the opportunity of business development in DRC and its specific characteristics compared to Kenya's case. *

1.4 Global project Scope

This section describes the methodology and the approach to follow when conducting the mission. However, the Consultant(s) is invited to provide a critical analysis and if needed, to propose a different approach and complement or amend these methodological orientations depending on its own experience.

The TA program have 4 components and this present document refers only to the component 4:

1. Component 1: Entrepreneurship Education and Training in Financial Management
2. Component 2: Implementation of a quality management program
3. Component 3: Strengthening the economic and social model of health SMEs Equity Afia Clinics
4. Component 4: study expansion of Equity Afia medical centres network in Democratic Republic of Congo (DRC)

The consultants will be selected according to Best Value as determined by the tender committee and this RFP has been designed for component 4 bidding.

1.5 Format of RFP Response and Instructions to the Bidders

The overall summary information regarding the terms of reference for consultancy services is given in section 2 – Scope of Work and bidders are encouraged to structure their proposal as response to **ANNEX 11** in this RFP. The bidder shall include in their offer any additional services considered necessary for the successful implementation of their proposal.

The bidder shall submit an electronic copy of their submission in PDF Format through offre@equitybcdc.cd by the closing date. Proposals from bidders should be submitted in two distinct parts, namely Technical proposal and Financial proposal referenced: -

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1.5.1 The Technical Proposal

The Technical Proposal shall be prepared as a separate document detailing project plan and the methodology of implementation within the stipulated period. Bidders willing to be considered for Consultancy services for Healthcare Market Survey in DRC are expected to furnish the Bank with requested documents as per the referenced technical evaluation criteria attached on this RFP. The technical proposal will account for 80% of the total score. The proposal should not exceed 30 pages in size. The Technical Proposal should not include financial information. A Technical Proposal containing significant financial information will be declared non-responsive. The Consultant shall not propose additional key experts. Only one CV should be submitted for each key expert position. Failure to comply with this requirement will result in the bid being declared non-responsive. Variations are not permitted. The technical proposal must be prepared using the Standard Evaluation Form provided below. The Client Evaluation Committee will open the technical proposals prior to the financial proposal.

The envelopes containing the financial proposal must remain sealed and be kept secure until the technical evaluation is completed. A bidder must achieve a minimum of 80% in the technical proposal to qualify for the financial evaluation

1.5.2 The Financial Proposal

The Financial Proposal shall be in a separate document clearly indicating the total cost of providing this solution. The cost should be inclusive of applicable taxes, VAT and any related indirect taxes must be clearly stipulated and separated from the base costs and should be valid for a minimum of 90 days. Equity Group and its subsidiaries will not bear any income taxes for any vendor.

1.5.3 Proposal Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission. The Bank will make its best efforts to arrive at a decision within this period. Assuming that the Contract will be satisfactorily concluded, the bidders shall be expected to commence the assignment after the final agreement is reached.

1.5.4 Contracting Arrangement

The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm in the case of a joint venture. The bid documents shall be addressed to the following address and submitted as per instructions herein on or before the closing date.

HEAD OF SUPPLY CHAIN MANAGEMENT
EQUITY BCDC SA

RFP for Selection of Consultant to carry out Market Study for expansion of Equity Afia Medical centres Network in DRC



15, AVENUE DU BOULEVARD DU 30
JUIN GOMBE / KINSHASA, RD CONGO
offre@equitybcdc.cd

Please note: hardcopy submissions and email submissions are allowed

The Bank reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action. The vendor's terms and conditions will not form part of any contract with Equity Bank in relation to this tender. Canvassing is prohibited and will lead to automatic disqualification.

1.5.5 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.5.6 Clarification of Bidding Document

- All correspondence related to the contract shall be made in English. Consultants who are fluent in both English and French will have an added advantage.
- Should there be any doubt or uncertainty, the Bidder shall seek clarification through email to offre@equitybcdc.cd.
- Any clarification sought by the bidder in respect of the RFP shall be addressed at least **four (4) working days** before the deadline for submission of bids.
- It is the responsibility of the Bidder to obtain any further information required to complete this RFP.
- The queries and replies thereto shall then be accessed by all prospective bidders (without divulging the name of the bidder raising the queries).
- The **last date for receipt of requests for clarifications** from bidders is clearly indicated on this RFP.

1.5.7 Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All prospective Bidders that have received the bidding documents will be notified of the amendment through email to offre@equitybcdc.cd and it will be binding on them. It is therefore important that bidders take note of all prompts and communication received from media Congo and AFD dgmarket.

To allow prospective Bidders reasonable time to take any amendments into account in preparing their bids, the Bank may at its sole discretion extend the deadline for the submission of bids based on the nature of the amendments.

1.5.8 Deadline for Submission of Bids

Bids should be submitted via email to offre@bcdc.cd before **3rd June 2022 at 5:00 PM EAT**. Bidders will not be able to submit proposals after the deadline. Bids should be separated in two documents or folders, a technical one and a financial one, the latter being protected by a password to be sent to the Bank after the technical evaluation.

1.5.9 Responsiveness of Proposals

The responsiveness of the proposals to the requirements of this RFQ will be determined. A responsive proposal is deemed to contain all documents or information specifically called for in this RFP document and referenced evaluation criteria. A bid determined not responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

1.5.10 Bid Evaluation and Comparison of Bids

Technical proposals will be opened on **27th May 2022 at 5:00 PM EAT** and will be evaluated based on the evaluation criteria.

- All tender responses will be evaluated in two phases using 80/20 rule for technical and financial evaluation:
- Preliminary and detailed technical evaluation that will determine administrative compliance and technical compliance and support responsiveness of the vendor. The technical proposal account for 80% of the total score.
 - Financial evaluation to consider pricing competitiveness and the financial capability of the vendors. The financial proposal account for 20% of the total score.

Once the bids are opened, bid evaluation will commence. If the bank may need to visit client site, vendors will be notified in writing. The bank may also make surprise unannounced visits to the vendor's offices to verify any information contained in the bid document. All visits are at the discretion of the bank. Vendors may also be called upon to make brief and short presentations and /or demos on their assignment before a panel constituted by the bank.

Financial proposals will be opened on **1st June 2022 at 5:00 PM EAT** (document blocked with a password provided after the technical evaluation) evaluated on the basis of cost, pro rata based on the best financial offer and the other respective amounts. if not specified in this document.

1.5.11 Buyers Rights

The Bank reserves the right to:

- Reject any or all RFP without giving any reasons and the Bank has no obligation to accept any offer made.
- Keep its selection and selection criteria confidential.
- Award the tender in part or in whole to either a single Bidder or split the award to multiple Bidders in the final award.
- Bids not strictly adhering to RFP conditions may not be considered by the Bank whose decision on the matter shall be final.





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Network in DRC**

SCOPE OF WORK

This section describes the methodology and the approach to follow when conducting the mission. However, the Consultant(s) is invited to provide a critical analysis and if needed, to propose a different approach and complement or amend these methodological orientations depending on its own experience. The project name for this scope of work is market study for expansion of equity afia medical centres Network in DRC.

The TA program have 4 components and this present document refers only to the component 4:

1. Component 1: Entrepreneurship Education and Training in Financial Management
2. Component 2: Implementation of a quality management program
3. Component 3: Strengthening the economic and social model of health SMEs Equity Afia Clinics
4. Component 4: Market study for expansion of Equity Afia Medical Centres network in Democratic Republic of Congo (DRC)

2.1 Market Study for expansion of Equity Afia Medical Centres in Democratic Republic of Congo (DRC)

2.1.1 Main objective:

Alongside Equity Afia continues to expand in Kenya, the bank wants to expand the concept of franchised medical clinics in DRC.

2.1.2 Specific objectives:

- Analyse the opportunity of Healthcare business development in DRC and its specific characteristics compared to Kenya;
- Assess and Analyse the activity of Equity BCDC in the health sector especially in providing loans to Health SMEs (Afia loans) in a Fragile State;
- Estimate the type of financial support the bank will need from DFI such as Proparco to expand its activities in health sector through Equity Afia model (risk sharing mechanism, local currency funding etc.).
- Encourage doctor/entrepreneurship initiatives in DRC, and support better access to quality and affordable health services to population in DRC.

2.1.3 TA Activities:

Recruit an expert in charge to make a feasibility study on the launching of network of private health clinics "Afia clinics" in Eastern DRC:

- Provide an analysis of the existing health services providers (private and public) in the targeted areas (currently foreseen in Kinshasa, Kongo Central, Kwango, Kasai, Lualaba, Haut-Katanga Matadi, Lubumbashi, Goma and Mbuji Mayi);
- Identify needs and means of the population to purchase health services in the targeted areas;
- Legal and administrative framework for the creation of medium size health clinics under the Equity Afia clinics model
- Identify structures, locations and services to provide in deployment of Equity Afia clinics in DRC;
- Consider adjustment of the Afia clinic model for DRC market;
- Elaborate a business case with cost benefits analysis, and including an estimation the volume of funding for Equity Bank that represents the plan of expansion in DRC.

2.1.4 Expected deliverables:

- Market study on the health services in DRC in the Equity Afia targeted segments

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- Development plan proposal for Equity of the DRC Equity Afia Network
- Estimation on Equity Afia loans potential

2.1.5 Methodology

Meetings (remote or physical) with Equity Bank and Equity Group Foundation project managers will be set on a regular basis in order to assess the project progress and discuss future actions and project planning.

In addition, 3 meetings will take place with the participation of Equity Bank/Equity Group Foundation and possibly PROPARCO's representatives:

- a kick off meeting before the start
- a presentation of findings from the analysis of the initial situation and a proposal on TA activities to be led after an inception phase
- a presentation of the final report with a wrap-up meeting at the end of each component

The Consultants will propose a planning for a maximum of 6 months.

2.1.6 Expected Results

- Development of Afia network in DRC
- Increase of the health segment in Equity loan portfolio

2.1.7 Available Information

Available information will be shared with the selected Consultant(s).

2.1.8 Consultant(s) Profile

The project should be carried out by a Consultant specialized in the creation/development of healthcare services and health entrepreneurship with an experience in DRC.

2.1.9 Budget and Tentative Time Table

The project is expected to be completed in a period of 6 months, starting in July 2022.

Estimated budget: 100,000 EUR.

2.1.10 Work Schedule and Planning for Deliverables

Table 1: Work Schedule and Planning

Objectives	Deliverables	Month					
		1	2	3	4	5	6
Analyze the opportunities for Healthcare expansion, growth and business development in DRC	<ol style="list-style-type: none"> 1. Data collection on existing healthcare institutions with a breakdown of cost structure/Pricing of services per facility category/level and affiliation-Government,private, faith based. Data Collection to include portfolio/market profiles for various types of health facilities 2. Submission of Draft report 3. Submission of the final report and incorporation of the report for benchmarking 4. Developing an Equity Afia model suitable for DRC including a manual containing proposed type/range of services at different levels and in various proposed locations, competitive pricing model, estimated set-up and operational costs. 5. Report on proposed best practices for health franchise model in DRC 						
Health Sector Financing/Lending in DRC	<ol style="list-style-type: none"> 1. Baseline report on health sector financing in DRC with reference to existing public and private healthcare institutions 2. Financial solutions offered by banks in DRC in the Health Sector 3. Proposed profitable banking financial solutions in the health sector 						
Analysis of required Financial support from partners Equity Afia model in DRC (risk sharing mechanism, local currency funding	<ol style="list-style-type: none"> 1. Proposed financial support Equity Afia would Require from Development Financial Institutions and donors such as AFD and USAID to establish quality affordable network of medical centres in DRC 2. Proposed financial support Equity BCDC SA would require including risk sharing mechanism and local currency funding from DFIs to expand its financial activities in the health space. 						

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Kindly use table 2 to submit your cost/financial proposal.

VAT and any related indirect taxes must be clearly stipulated and separated from the base costs and should be valid for a minimum of 90 days. Equity Group and its subsidiaries will not bear any income taxes for any vendor.

The Costs should be in EUROS inclusive of all taxes. Quotations including those from consultants outside DRC are encouraged to use EUROS as the main currency of reference in this requirement, to any other third parties without the prior written authorization of the Bank.

2.1.13 Pricing

- g) The Bidder gives the full ownership of Deliverables and their content to the Bank.
- h) This clause shall survive the expiry or earlier termination of the contract.
- i) The Bidder will not disclose the Banks information it has access to, during the provision of specific resources that the Bank is required to provide.
- j) The Bidder shall take the lead role and be jointly responsible with the Bank for producing a finalized project plan and schedule, including identification of all major milestones and this requirement, to any other third parties without the prior written authorization of the Bank.
- k) The manager if it is not satisfied with the manager's work or for any other reason.
- l) The duration of the Contract. The Bank or the foundation may also demand a replacement for the manager if it is not satisfied with the manager's work or for any other reason.
- m) The Bidder shall appoint an experienced counterpart resource to handle this requirement for personnel, and will hold itself responsible for any misdeemeanors.
- n) The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdeemeanors.
- o) The Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- p) Demands or responsibilities arising from accidents or loss of life, the cause of which is the Bank's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- q) The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bank's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- r) The Bidder is obliged to work closely with the Banks and EGF staff, act within its own authority, and abide by directives issued by the EGF that are consistent with the terms of the Contract.
- s) The Bidder is responsible by directives issued by the EGF that are consistent with the terms of the authority, and abide by work closely with the Banks and EGF staff, act within its own authority, and abide by directives issued by the EGF that are consistent with the terms of the Contract.

2.1.12 Overall Responsibility

Successful tenderers shall provide the services for the stipulated duration from the date of commencement in the agreed SLA.

2.1.11 Timelines

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The Client shall communicate to the Consultant of any forecast or actual delay in payments beyond stipulated time period. Interest accrued due to delayed payment maybe paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at annual rate dictated in the contract.

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

The Client shall compensate the parties by amendment of the Contract for any amount due by, not paid on, such due date for each day of delay at annual rate dictated in the contract.

2.1.16 Delayed delivery and payments

Delivery and performance of the Services shall be made by the successful Bidder in accordance with the time schedule as per Proposal and subsequent Agreement.

2.1.15 Delivery

Item	EUROS
1. Analyze the opportunities for Healthcare expansion, growth and business development in DRC	
2. Health Sector Financing/Lending in DRC	
3. Analysis of required Financial support from partners Equity funding	

Table 2: Financial cost proposal



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the service contract.

All payments under the Contract shall be made to the accounts of the Consultant specified in

accordance with the above.

After receipt by the Client of the final report and the final invoice that the Client has approved in such claim for reimbursement shall be made by the Client within twelve (12) calendar months from the date of receipt by the Client within thirty (30) days after receipt by the Consultant of notice thereof. Consultant shall payable in accordance with the provisions of the Contract shall be reimbursed by the Client has paid or has caused to be paid in excess of this Clause in respect of the amounts payable to the Client within the period of notice this Clause in respect of the amounts necessary to correct any errors or omissions, and thereafter the foregoing process shall be repeated. Any amount in the Services, the final report or final invoice. The Consultant shall therefore promptly make in the Services, the final report or final invoice by the Client unless the Client makes any necessary correction, gives written notice to the Consultant specifying in detail deficiencies (90) calendar day period, giving written notice to the Client as satisfactory (90) calendar days after receipt of the final report and final invoice by the Client as satisfactory (90) calendar days final invoice shall be deemed accepted by the Client and the final report and final invoice shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be made only after the final report and a final invoice, identified as such.

The final payment shall be made only after the final report and a final invoice, identified as such, difference from any subsequent payments.

The Client shall pay the Consultant's invoices within sixty (60) days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized, the Client may add or subtract the difference from any subsequent payments.

As soon as practicable and not later than fifteen (15) days after the end of each time interval otherwise indicated in the service contract, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to terms of payment for such interval, or for any other period indicated in the contract.

Within the number of days as shall be specified in the service contract after the Effective Date, the Client shall pay to the Consultant an advance payment of 20% as initial payment for commencement of the project. Unless otherwise stated in the service contract, the client shall pay the consultant 40% at validation of deliverables for the Analysis and reporting on the opportunities for Healthcare expansion, growth and business development in DRC and final payment (40%) on all deliverables acceptance.

2.1.18 Payment Terms

It is a condition of the bank that the vendor guarantees the sufficiency and effectiveness of the service proposed to meet the bank requirements as outlined in this document where applicable. The Bank will hold the vendor solely responsible for the accuracy and completeness of information supplied in response to this tender. The bank will hold the vendor responsible for the completion of the project. Unless otherwise stated in this document where applicable, the Client shall implement the service without any additional requirements from the bank. It is a condition of the bank that the vendor complies with the service contract and that vendor to be awarded the tender, they would implement the service without any additional requirements from the bank.

Damages: If the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the service contract. The total amount of the damages shall be determined by the contract and shall not exceed 10% of the contract amount.



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The Supplier agrees to take overall responsibility for any services rendered; regardless of whether third parties are engaged by the Supplier or the Supplier himself carries them out.

2.1.20 Responsibility as an Independent Contractor

The Supplier will provide the relevant project team to be engaged for offering the service and tools to carry out all the required work under this tender. At least one lead ICT expert and a back-up person are required in the technical areas. A project/account manager is also required to coordinate and report on the project's progress throughout the contract period.

2.1.19 Staffing

NB: EQUITY BDC SA DRC SHALL ONLY MAKE PAYMENTS THROUGH A EQUITY BANK ACCOUNT AND THUS ALL BIDDERS ARE ENCOURAGED TO OPEN AN ACCOUNT

With the exception of the final payment above, payments neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.



GENERAL CONDITIONS OF CONTRACT

3.1 Introduction

specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Bank. The resulting contract shall include but not be limited to the general terms of contract as stated below from 3.2 to 3.15.

GENERAL CONDITIONS OF CONTRACT

3.1 Introduction

Following the opening and evaluation of proposals, the Bank will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. The Bank will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with his proposals. After agreement has been reached, the successful bidder shall be invited for signing of the Contract Agreement to be prepared by the Bank in consultation with the Bidder.

3.2 Award of Contract

3.4 Bid Validity Period Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

• 100 • 202

3.3 Performance Security

3.5.1 The Bank may at its discretion require the successful bidder to furnish it with Performance Security in the amount specified in the accepted Bid.

3.5.2 The Performance Security shall be in the form of a bank guarantee issued by a

Geometric Properties

3.5.3 The proceeds of the Performance Security shall be payable to the Equity Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

The Performance Security will be discharged by the Company not later than two months following the date of completion of the Bidder's performance obligations, and the Bank's acceptance of the final report as specified in the contract.

3.6 Delays in the Bidder's Performance

6.2 If at any time during the performance of the Contract the Bidder encounters conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

3.6.1 Delivery and performance of this service shall be made by the successful Bidder.

extension shall be rammed by the parties by amendment to the contract.

RFP for Selection of Consultants to carry out Market Study for expansion of Equity Afia Medical Centres Network in DRC

a. At any time before the Proposal submission deadline, the Client may amend the RFQ by issuing an amendment in writing or by standard electronic means. The amendment shall be posted and made accessible to all interested bidders and will be binding on them.

3.12 Clarification and amendments of RFP

The Consultant may request a clarification of any part of the RFP during the period before the proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the invitation letter. The Client will respond in writing, or by standard electronic means, to the Client's query but without identifying its source. The response (excluding an explanation of the query but without identifying its source) to a result of a clarification, it shall do so following the procedure described below:

3.12 Clarification and amendments of RFP

- (a) Provide the Bidder with specific and detailed relevant information
(b) In general, provide all relevant information and access to Bank's premises.

3.11 The Bank's Obligations In addition to providing Bidder with such information as may be required by the bidder the Bank shall,

3.11 The Banks' Obligations

3.10.2 The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

3.10.3 The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdeemeanors.

3.10.4 The Bidder will not disclose the Bank's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Bank.

This clause shall survive the expiry or earlier termination of the contract.

3.10 Bidder's Obligations

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Democratic Republic of Congo and the parties submit to the exclusive jurisdiction of the DRC Courts.

3.8 Governing Language

3./ Liquidated damages for delay
The contract resulting out of this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

imposition of liquidated damages

3.6.3 Except in the case of "force majeure" as provided in Clause 3.13, a delay by the Bidder



RFP for Selection of Consultants to carry out Market Study for expansion of Equity Afia Medical Centres Network in DRC

- (a) Neither Bidder nor Bank shall be liable for failure to meet contractual obligations due to Force Majeure.
- (b) Force Majeure implement is taken to mean unforeseen events, which occur after blocking, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent the impediment at reasonable cost.
- (c) The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.
- (d) The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
- (e) The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

- ### 3.14 Confidentiality
- The parties undertake on behalf of themselves and their employees, agents and permitted subconsultors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other discloses to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause shall survive the expiry or earlier termination of the contract.

- ### 3.15 Force Majeure
- (a) Neither Bidder nor Bank shall be liable for failure to meet contractual obligations due to Force Majeure.
- (b) Force Majeure implement is taken to mean unforeseen events, which occur after blocking, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent the impediment at reasonable cost.
- (c) The party who has pleaded a Force Majeure event is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
- (d) The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

- ### 3.13 Negotiations
- The negotiations include discussions about the Terms of Reference (ToRs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the ToRs or the terms of the Contract and shall not modify the ranking of the Proposals. The negotiations shall not lead to modifications on the financial proposal unless on the tax estimates and compensation rates that might seem significantly divergent from the market contract rates.
- c. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Submission deadline. No modifications to the technical or financial Proposal shall be accepted after the deadline.
- b. If the amendment is substantial, the Client shall extend the Proposal submission deadline to give the bidders reasonable time to take an amendment into account in their Proposals.



RFP for Selection of Consultants to carry out Market Study for Expansion of Equity Afia Medical Centres Network in DRC

1	Prior Services Performed for:	Response	Company Name	Country	Listed on the NSE (Yes/No)	
2	Work done and name of final document	Year work done	Staff Population as at year work done	Person contact at the company	Telephone and Email of the person contact	Company Name
3	Listed on the NSE (Yes/No)	Year work done	Staff Population as at year work done	Person contact at the company	Telephone and Email of the person contact	Company Name
4	Listed on the NSE (Yes/No)	Year work done	Staff Population as at year work done	Person contact at the company	Telephone and Email of the person contact	Company Name
5	Listed on the NSE (Yes/No)	Year work done	Staff Population as at year work done	Person contact at the company	Telephone and Email of the person contact	Company Name

Retirees of similar organizations similar to Equity Bank in size and complexity are preferred (attach supporting evidence as per the requirements of the technical evaluation criteria): -

ANNEX 1 - REFERENCES

ANNEXURES



**RFP for Selection of Consultants to carry out Market Study for
Expansion of Equity Afia Medical Centres Network in DRC**

Work done and name of final document	Year work done	Staff Population as at year work done	Person contact at the company	Telephone and Email of the person contact
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**RFP for Selection of Consultants to carry out Market Study for
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Company Stamp/Seal.

Date

Signature of tenderer -----

We _____ have read this tender document and agree with the terms and conditions stipulated therein.

All Suppliers should sign the certificate of compliance below and return it together with this tender document as an attachment on email.

ANNEX 2 – CERTIFICATE OF COMPLIANCE



RFP for Selection of Consultant to carry out Market Study for Expansion of Equity Afia Medical Centres Network in DRC

Technical Aspect	Detailed Criteria	Max Score
1.0 Documentation - The bidder is required to attach the following documents	Yes/No	
a. Certificate of Incorporation/Registration-(LC), Partnership or Others other than sole trader, Copies of Joint Venture Agreements for existing projects	Yes/No	
b. Valid Trading Licence/Business Permits	Yes/No	
c. Valid Quality Assurance accreditations your company holds, Awards you have been awarded in healthcare entrepreneurship, innovation, etc	Yes/No	
d. PIN Certificate from Itax)	Yes/No	
e. Valid Tax Compliance certificate (not expired)	Yes/No	
f. Current Form CR12 as issued by Registrar of Companies	Yes/No	
g. Audited Accounts for the last 1 years	Yes/No	
2.0 Methodology		
a. Understanding of the mission, adequacy of the offer to the terms of reference, relevant comments, references	10	
b. Approach and methodology (rationale, strategy, implementation plan)	20	
c. Work plan (scope of work management plan, milestones, timeline, etc)	20	
3.0 Qualification and Technical skills		
a. No. of years of experience in the field a per testimonials and incorporation certificate	5	
b. Experienced Senior consultants in healthcare entrepreneurship, Average years delivering similar projects.	20	
c. CVs for key project technical team members.	5	
4.0 References and relevant professional experience, in subject Service	30	
general and in the industry		

EVALUATION DATE : JUNE 2022

EVALUATION CRITERIA - REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANTS TO CARRY OUT MARKET STUDY FOR EXPANSION OF EQUITY AFIA MEDICAL CENTRES NETWORK IN DRC

ANNEX 3 – TECHNICAL EVALUATION CRITERIA



**RFP for Selection of Consultants to carry out Market Study for
expansion of Equity Afia Medical Centres Network in DRC**



a	Updated Recommendations from major clients in the industry with reference to the nature of project completed	10	
b	Business Probability and Litigation Management (Declaration letter authorized by Commissioner of Oaths)	3	
c	Insurance covers - Employee's liability; Public Liability; General Insurance; Professional indemnity	2	
d	Provide internal Management Policies - Health and Safety Policy; Environmental Policy, Sustainability Policy; Customer Service Policy; Quality; Recruitment Policy;	5	
	Subtotal Business Planning and Policies	20	
	Total Technical Score	100	
	% Score of the total	80%	



**RFP for Selection of Consultant to carry out Market Study for
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Language Skills (Indicate only languages in which you can work):

Membership in Professional Associations and Publications:

Period	Employing organization and your title/position.	Country	Summary of activities performed relevant to the Services	Contact information for references	[e.g., May 2015 - present]
				For references: phone _____ / email _____ , Mr. Bbbbbbb, _____ / _____ [e.g. Ministry of Health minister to _____, Deputy minister]	

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

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

Position Title and No.:	[e.g., K-1, Team Leader]	Name of Expert:	[Insert full name]	Date of Birth:	[day/month/year]

(Indicative format)

Curriculum Vitae (CV)



ANNEX 4 – SAMPLE CV

RFP for Selection of Consultant to carry out Market Study for Expansion of Equity Afia Medical Centres Network in DRC

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

Name and Title of Signatory: _____ [In full and initials]
In the capacity of: _____
Address: _____
Email: _____

Our attached financial Proposal is for the amount of [Indicate amounts(s)] in words and figures for each currency[ies], excluding taxes, duties and fees. The estimated amount of these applicable taxes, duties and fees in the Client's country is [Insert amount in words and figures and currency] which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in form FIN-2]. Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,
Yours sincerely,

We, the undersigned, offer to provide the Services for [Insert title of Services] in accordance with your Request for Proposal dated [Insert Date] and our technical proposal.

Dear Sirs,

Name and address of Client

[Location, Date]

ANNEX 5 - FINANCIAL PROPOSAL SUBMISSION FORM



**RFP for Selection of Consultants to carry out Market Study for
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- Note:**
1. Prices must include all legal taxes.
 2. The quantity can be expressed in terms of day, time, number, etc. according to the items in the table. Please specify the unit of measurement used.

Nº	Description	Quantity	Cost per	Unit	Total cost
1	Tickets				
2	Hotels				
3	Catering				
4	Operational costs (communication, taxi/motorcycle travel, etc.)				
5	Logistics (notebooks, pens, etc.)				
6	Key experts' fees calculated according to the number of hours per day or per month. The pricing mode must be clearly indicated (hour, day or month)				
7	Other team members (not experts)				
8	Company fees in %.				
9	Other costs to be specified				
	Total cost (All taxes included)				

The financial proposal shall be in accordance with the details as stated in the subject matter of the contract. The financial proposal shall follow the guidelines outlined in the financial matrix below. The proposal should include the cost of key experts and teams (non-experts). This is a Time-based contract.

ANNEX 6 – FINANCIAL PROPOSAL PATTERN



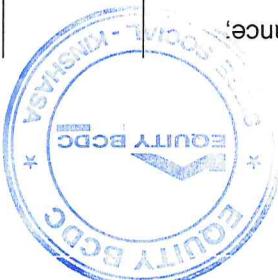
RFP for Selection of Consultants to carry out Market Study for Expansion of Equity Afia Medical Centres Network in DRC

EVALUATION DATE : MAY 2022		
HEALTHCARE ENTERPRISE MARKET SURVEY IN DRC		
EVALUATION CRITERIA - REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANTS IN	DOCUMENTS	Max Score
Technical Aspect	Detailed Criteria	Yes/No
Documentation - The bidder is required to attach the following	Valid Trading Licence/Business Permits	Yes/No
b	Valid Quality Assurance accreditations your company holds, Awards you have been awarded	Yes/No
c	Valid Tax Compliance certificate (not expired)	Yes/No
d	PIN Certificate from I-tax	Yes/No
e	Current Form CR12 as issued by Registrar of Companies	Yes/No
f	Audited Accounts for the last 1 years	Yes/No
a	Understanding of the mission, adequacy of the offer to the terms of reference, relevant comments, references	Yes/No
b	Approach and methodology (rationale, strategy, implementation plan)	Yes/No
c	Work plan (scope of work management plan, milestones, timeline, etc)	Yes/No
d	Subtotal - Methodology	50
e	Qualification and Technical skills	No. of years of experience in the field a per testimonials and incorporation
f	Certificate	5
g	Experienced Senior consultants in healthcare entrepreneurship, Average years delivering similar projects. C.Vs for key project technical team members.	20
h	Organogram/organization chart with a well detailed escalation matrix charts for Key Technical staff for the subject Service	5
i	Subtotal - Qualification and Technical skills	30
j	References and relevant professional experience, in general and in the industry	4.0
k	Upated Recommendations from major clients in the industry with reference to the nature of project completed	10
l	Business Proby and Litigation Management (Declaration letter authorized by Commissioner of Oaths)	3



**RFP for Selection of Consultant to carry out Market Study for
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C	Insurance covers - Employer's Liability; Public Liability; General Insurance; Professional indemnity	2
d	Provide internal Management Policies - Health and Safety Policy; Environmental Policy; Sustainability Policy; Customer Service Policy; Quality; Recruitment Policy;	5
	Subtotal Business Planning and Policies	20
	Total Technical Score	100
	% Total Score	80%
	Financial Aspect	
	The lowest evaluated financial proposal (Fm) is given the maximum financial score (Sf) of 100.	
	The formula for determining the financial scores (Sf) of all other proposals is calculated as following:	
	$S_f = 100 \times F_m / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.	
	The weights given to the technical (T) and financial (F) Proposals are:	
	$T = 80\%$	
	$F = 20\%$	
	Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T the weight given to the technical Proposal; $T + F = 1$) as following: $S = St \times T\% + Sf \times F\%$.	
	Total Financial Score	20%
	Proposal Score (S)	100%



RFP for Selection of Consultant to carry out Market Study for expansion of Equity Afia Medical Centres Network in DRC

1. We recognise and accept that Agence Française de Développement ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, courts, having entered into receivership, having our activities administered by the creditors, being bankrupt, wound up or ceasing our activities, having our assets sold by the creditors, arising from any similar procedure, contracts, having entered into receivership, having our joint venture or any of our suppliers, subcontractors, subconsultants or subconsultants are in any of the following situations:
- 2.1 Having been: a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offence committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Contract); b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where the Contract is implemented, for fraud, corruption or for any other offence committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Contract); c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offence committed during the procurement process or performance of a contract (in the event of such conviction, you may attach to this Contract);
- 2.2 Having been: a) supporting information showing that this conviction is not relevant to this contract (in the event of such conviction, you may attach to this Contract); b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where the Contract is implemented, for fraud, corruption or for any other offence committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Contract); c) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, for fraud, corruption or of any other offence committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Contract);
- 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorism financing or threat to international peace and security;
- 2.4 Having been subject within the past five years to a contract termination fully settled against security;
- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the law of the country where we are constituted or the Contracting Authority's legal provisions of either the country where we are constituted or the Contracting Authority's pending or has not confirmed a full settlement against us;
- 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Contract);
- Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract;



RFP for Selection of Consultants to carry out Market Study for Expansion of Equity Afia Medical Centres Network in DRC

- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
- We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subconsultants or subsubconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the consulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3 Being controlled by or controlling another bidder or consultant, or receiving from the same legal subsidiary as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective bidding documents, bids or proposals, influencing them or influencing decisions of the Contracting authority;
- 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5 In the case of procurement of goods, works or plants:
- a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
- b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act of omission) deliberately intended to deceive others, to intentionally conceal items, to violate or violate someones' consent, to make them circumvent legal or regulatory requirements and/or to violate their mandate within the State of the Contracting Authority regardless of whether that Person was nominated to (i) any Person who holds a legislative, executive, administrative, or judicial position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
- 6.2 We have not and we will not engage in any dishonest conduct (act of omission) contrary to internal rules in order to obtain illegitimate profit;
- 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who holds a legislative, executive, administrative, or judicial position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer to any Person who occupies an executive, administrative or judicial position in a private sector entity or from acting in his official capacity;



RFP for Selection of Consultants to carry out Market Study for Expansion of Equity Afia Medical Centres Network in DRC

In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.



***** END *****

Dated:

Signature:

Name: _____ In the capacity of: _____
Duly empowered to sign in the name and on behalf of: _____

7. We, as well as members of our joint venture and our suppliers, contractors, subconsultants or subcontractors, consultants or subconsultants authorised AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.
- 6.7 We commit ourselves to comply with laws and regulations applicable in the country of France; neither we nor any of the members of our joint venture or any of our suppliers, contractors, subconsultants, consultants or subconsultants comply with international environmental standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conveniences of the International Labour Organisation (ILO) and international environmental measures when specified in the environment and social mitigation measures which are part of the Contract, provided by the Contracting Authority.
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subconsultants, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France, or in any other undertaking;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.4 We perform any act in breach of its legal, contractual or professional obligations, of any kind, for himself or another Person or entity for such Person to perform or refrain from works for such an entity, regardless of the nature of his/her capacity, any undue advantage

RFP for Selection of Consultants to carry out Market Study for Expansion of Equity Afia Medical Centres Network in DRC

Invitation to Bid No: [DAOI N° 2022-03-002]
Date: [insert date (day, month, year) of bid submission].

The bidder shall complete the letter below in accordance with the bracketed instructions. The format of the letter must not be changed. No substitutions will be allowed.

Date: Reporting Person: Name and Position:

I hereby declare that I am fully aware of Equity BCDC SA's Anti-Bribery Policy and Ethics Charter and that I agree to strictly observe its provisions. I agree to immediately inform the bank's Management Committee in the event that any of its employees intentionally or negligently violate said policy.

I am aware that any breach of my obligations under this declaration, in particular those related to fraud and corruption, would render me criminally liable.

on behalf of the company, sous l'égide

BCDC NV ANTI-CORRUPTION POLICY AND ETHICS CHARTER
DECLARATION OF KNOWLEDGE AND ACCEPTANCE OF THE PROVISIONS OF THE EQUALITY

- Equity BCDC SA does not tolerate any form of discrimination on the basis of race, ethnicity/tribe, religion, gender, and is committed to providing a tolerant work environment.
- Equity BCDC SA partners are committed to providing a healthy and harmonious work environment for their employees while putting in place mechanisms to combat unethical behavior. They also undertake to put in place mechanisms to prohibit behavior towards the bank's personnel involving repeated and unwanted words, acts or gestures with sexual connotations, and of such a nature as to undermine the dignity or the physical or psychological integrity of the person concerned.
- No employee of Equity BCDC SA may, directly or indirectly, request or accept unlawful payment, gifts or free services of any kind.
- Any violation of these rules, any act of corruption or any other unethical behavior must be reported to the bank's Management Committee. Employees in violation of this policy will be subject to disciplinary action in accordance with the bank's internal regulations.
- The bank reserves the right to terminate business relationships with companies that do not comply with this policy.

The main principles of Equity BCDC SA's anti-corruption and business ethics policy are as follows:

- The bank's values are: Professionalism, Integrity and Innovation, Teamwork, Unity in a common goal, Respect and dignity to customers, Efficiency in corporate governance. Every employee of the bank is obliged to respect these values, during and outside working hours. Any partner of the bank who observes behavior of the bank's staff that goes against these values is obliged to report it to the bank's management.
- Equity BCDC SA's suppliers are chosen by public tender or directly. Personal and business contacts between suppliers and employees will only be made in a purely professional context.
- Equity BCDC SA does not tolerate any form of corruption or conduct by which employees of the bank enrich themselves or persons close to them in an improper and illegal manner, or induce others to do so.



**RFP for Selection of Consultants to carry out Market Study for
expansion of Equity Afta Medical Centres Network in DRC**

Dated _____ day of [insert date of signature]

Duly authorized to sign the bid for and on behalf of [insert full name of Bidder]

Signature [insert signature]

Name [insert full name of person signing the offer].
As [indicate capacity of signatory].

We understand that you are not obliged to accept the lowest evaluated bid or any bid you may receive.

We are not in a conflict of interest situation.

Our bid will remain valid for the period required in the bidding documents from the deadline for submission of bids and will remain binding on us and may be accepted at any time prior to the expiration of that period.

[Also detail the method that will be used to apply the discounts offered, if any]
[State in detail the discounts offered, if any, and the item(s) of the Price Schedule(s) to which they apply]

The discounts offered and the manner in which they are to be applied are as follows:
Our total bid price, exclusive of the discounts offered in paragraph (d) below, is: [insert total bid price in words and figures, indicating the currencies and amounts corresponding to those currencies].

We undertake to provide in accordance with the Bidding Documents the following Supplies and Related Services: [insert brief description of related supplies and services];

We have examined the Bidding Documents, including any amendments received by e-mail, and have no reservations with respect thereto.

We, the undersigned, certify that:
To: [insert full name of Buyer].

ANNEX 10 - OFFER SUBMISSION LETTER



**RFP for Selection of Consultant to carry out Market Study for
expansion of Equity Afia Medical Centres Network in DRC**

<p>1.1 Corporate Information</p> <p>1.1.a Company mission statement (including profit or not for profit status)</p> <p>1.1.b Service commitment to customers and measurements used</p> <p>1.1.c Accreditations</p> <p>1.1.d Organization structure</p> <p>1.1.e Geographical presence</p> <p>1.1.f Declared financial statements for the past (3) three years!</p> <p>1.2 Legal Information</p> <p>1.2.a Pending Criminal/Civil lawsuits</p> <p>1.2.b Pending Major Lawsuits and Litigations</p> <p>2 Experience and Reference Contracts Information</p> <p>2.1.a Relevant contractual projects (with other Healthcare institutions of related model)</p> <p>2.2 Relevant Project Names (list and provide detailed examples of relevant experience gained within the past five years of this RFP that demonstrate the contractor's ability to satisfactorily perform the work in accordance with the requirements of this RFP).</p> <p>2.2.c Reason for relevance (provide reason why this project can be seen as relevant to each party role in project)</p> <p>2.2.d Status (under development / implemented)</p> <p>2.2.e Roles and responsibilities (list and clearly identify the roles and responsibilities for this project)</p> <p>2.2.g Contractors' Role and Responsibility: Inputs from previous third party contractors, Role and Responsibility: previously specified 3rd party role in project</p> <p>2.2.h Team Members (indicate relevant members of the team that will also be used for this role in project)</p> <p>3 Staffing Information</p> <p>3.1 Number and Geographical distribution of staff</p> <p>3.1.a Staff turnover rate for the past three years</p> <p>3.2.a Name and CV of each team member</p> <p>3.2.b Structure of the team, and role of each member in the project</p> <p>3.2.c Time dedicated to the project</p> <p>3.2.d Contingency plans in the event of a vacancy</p> <p>Proposed sub-contractor arrangements including sub-contractor information (as above for each sub-contractor)</p>



**RFP for Selection of Consultants to carry out Market Study for
expansion of Equity Aifa Medical Centres Network in DRC**

1. Name of Bidder:	The Bidder shall complete the table below. The table shall not be modified. No substitutions will be allowed.	
2. In the case of a joint venture, names of all members (if applicable according to the general conditions)		
3. Bidder's activities:		
4. Country and Year of Registration of Bidder:		
5.1 Administration (Congolese firms):	N° RCM	N° ID-Nat N° INSS N° Impôt Notice of VAT liability
5.2 Administration (International companies):		
6. Official address of the Bidder in the country of registration (head office and administration) with reference points:		
7. Exact address of the Bidder's warehouses / depots / offices with reference points:		
8. Information on the Bidder's duly authorized representative:		
9. Number of employees:		
10. Enclosed are copies of the following original documents: [check the box(es) corresponding to the documents] original documents attached]		
11. Bank details	<input type="checkbox"/> Equity BCDC SA : <input type="checkbox"/> Other banking institution :	



ANNEX 12 – GENERAL COMPANY INFORMATION

