



Tender Specifications of November 2024

**Public contract for the “SUPPLY,
INSTALLATION AND CONNECTING RAS
TILAPIA HATCHERY SYSTEM FOR UNIVERSITY
OF RWANDA - FISH FARMING AND
RESEARCH STATION (UR-FFRS)”- RWA20001-
10037**

**Negotiated procedure without prior
publication of the notice.**

Country: RWANDA

Navision code: RWA2000111

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1 General remarks

1.1 Derogations from the General Implementing Rules

Section 4, 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications do not derogate from Article(s) 25-33 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract, Enabel is represented by **Ms Virginie HALLET, Country Director – Enabel Rwanda.**

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

⁴ <https://www.ilo.org/global/standards/lang--en/index.htm>

Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

⁵ Belgian Official Gazette of 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette of 9 May 2017.

⁸ Belgian Official Gazette of 27 June 2017.

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

The contractor / supplier: the tenderer to whom the public contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Rwanda

The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract;

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

Processor (subcontractor) in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not;

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Confidentiality

1.6.1 Processing of personal data

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.6.2 Confidentiality

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

PRIVACY NOTICE OF ENABEL

Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>.

1.7 Deontological obligations

1.7.1. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public contracts for Enabel.

1.7.2. For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and

obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

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

1.7.6. The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, sexual exploitation or abuse, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the public contract

2.1 Type of contract

Public supplies contract (purchase)

2.2 Subject-matter of procurement

This public Supplies contract consists of “**SUPPLY, INSTALLATION AND CONNECTING RAS TILAPIA HATCHERY SYSTEM FOR UNIVERSITY OF RWANDA - FISH FARMING AND RESEARCH STATION (UR-FFRS)**”-**RWA20001-10037**”, in conformity with the conditions of these Tender Specifications.

2.3 Lots

The public contract has one lot which is indivisible:

2.4 Items

This contract consists of the different items

(See also details on point 5 of the tender document)

These items are pooled and form one single Lot which is indivisible. It is not possible to tender for only one or several items, and the tenderer must submit price quotations for all items.

2.5 Duration of the public contract⁹

The contract begins upon award notification reception and has a duration of maximum 6 calendar months

2.6 Variants

Each tenderer may submit only one tender. Variants are forbidden.

2.7 Option

NA

2.8 Quantity /Size

See detailed technical specification on **point 5.2.2.**

⁹ Please note: duration of the contract not to be confused with the period of performance.

3 Procedure

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2 Publication

3.2.1 Enabel publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be) **Up to 27th November 2024**. Such publication constitutes an invitation to tender

3.3 Information

The awarding of this contract is coordinated by **Ms. Françoise MUSHIMIYIMANA, National Expert in Contracting and Administration - ECA**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 15th November 2024 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to

Ms. Françoise MUSHIMIYIMANA

National Expert in Contracting and Administration
françoise.mushimiyimana@enabel.be

Cc to:

Fidele KAMPAYANA

National Aquaculture Expert– KWIHAZA project

fidele.kampayana@enabel.be

and

Mr. Evariste SIBOMANA

Contract officer Enabel in Rwanda

evariste.sibomana@enabel.be

and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as of not later than 10 calendar days before the final date of for reception of tenders.

Until the notification of the award decision no information will be given about the evolution of the procedure.

The procurement documents can be consulted free of charge at the following internet address:

- Enabel website (www.enabel.be).

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within 15 days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

The tenderer must use the tender form in annex (**see point 6 “Forms”**). In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

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

The tenderer clearly designates in his initial tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

3.4.2 Period the tender is valid

The tenderers remain bound by their tender for a period of 120 calendar days from the tender reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.4.3 Determination of prices

All prices given in the tender form must obligatorily be quoted **in euro**.

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed/ delivered.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

3.4.4 Elements included in the price

(Art. 32 §3 Royal Decree of 18 April 2017)

The tenderer is to include in his unit and global prices any charges and taxes generally inherent to the performance of the contract, including the value-added tax.

The following are in particular included in the prices:

1° packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;

2° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;

- 3° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
- 4° assembly and taking into operation;
- 5° Transport to the destinations.
- 6° Where applicable, the measures imposed by occupational safety and worker health legislation;
- 7° customs and excise duties;
- 8° Acceptance costs (if any)

All prices are **DDP (Delivered Duty Paid)** (INCOTERMS 2010).

The supplier is therefore responsible and assumes responsibility for the entire process of delivering and final unloading of supplies to the final destination, mounting, connection and installation related works.

3.4.5 How to submit tenders?

(Article 54 et seq. and Art. 83-84 of the Royal Decree of 14 April 2017)

Without prejudice to any variants, the tenderer may only submit one tender per contract.

The tenderer submits his tender as follows:

The bid will be drawn up in **3 copies**, one copy of which will mention “**original**” and the two other copies of which will mention “**copy**”.

The identical soft copy MUST also be submitted in one or more PDF files on a USB stick. Without prejudice to any variants, each Bidder may only submit one bid per contract.

The site visit is scheduled on 14th November 2024 at 11:00 a.m. Kigali Time

A site visit will held at the following address:

UR Rwasave Fish Farm

Rwasave swamp,

Approximately 3 km from UR-Huye campus

between Huye and Gisagara Districts.

Contact person: Dr RUKERATABARO Simon, Tel: 0788450031

Mr. Rashidi Mwimba, Tel: 0783182724

Mr. Fidele KAMPAYANA. TEL 0788761327

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “**BID**”, the tender documents number (**RW20001-10037**) and the Navision code (**RWA2000111**).

The bid must be received before **27th November 2024 at 4:00 PM Kigali time.**

It must be sent to:

Ms. Françoise MUSHIMIYIMANA

Enabel Rwanda

KN 67 ST, n°10

SANLAM TOWERS, Wing A, 6th Floor

Kigali, Rwanda

a) Either by Post (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time limit for receipt.

b) or delivered by hand directly to the contracting authority against a stamped and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 08:00 AM 12:30 AM and from 01:30 PM to 05:00 PM. All times are in the time zone of the country of the Contracting Authority (Kigali time).

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

3.4.6 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to in clause 1 is not signed as referred to in paragraph 1, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.7 Opening of Tenders

Article 83-84 of the Royal Decree of 14 April 2017

The tenders must be in the possession of the contracting authority before 20th July 2023 at 4h00 pm Kigali time. The tenders will be opened behind closed doors.

3.5 Selection of tenderers

Article 66 – 80 of the Law; Articles 59 to 74 of the Royal Decree on Awarding

3.5.1 Exclusion grounds

Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18.04.2017

The obligatory and facultative grounds for exclusion are given in attachment to these Tender Specifications.

By submitting this tender and by signing the **Declaration on honour – exclusion criteria**, which is annexed to this tender document (6.4), the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.5.2 Selection criteria

Article 71 of the Law and Articles 65 to 74 of the Royal Decree of 18 April 2017

Moreover, by means of the documents requested in the '**Selection file**', the tenderer must prove that he is sufficiently capable, from a technical point of view, to successfully perform this public procurement contract.

The minimum required profile for the company/ firm as well as minimum required profile for the key staff, will also be analysed at the selection stage.

The bidders who will not meet the minimum requirements on the required profile, will not be selected for the award stage

3.5.2.1. Minimum requirements for the firm/Supplier

General experience of the company:

The interested bidders should be companies registered in construction sector and /or supply of construction materials, with at least 5 years of general experience in supply of construction materials, civil engineering, water supply system

Specific experience of the company:

Interested bidders should have at least 2 similar references (similar in nature, volume and complexity) regarding fish hatchery construction works and/or Supply and installation of hatchery equipment's, and/or supply and installation of water supply system. (proven by the certificates of good completion or any other reference proving the experience).

3.5.2.2. Minimum required Profile of the experts

The required team for the implementation of the assignment is composed by team leader and one site technician:

Team Leader

- He/she must have at least a bachelor's degree in civil engineering or equivalent field proven by copy of degree.
- He/she must have at least 5 years of professional experience in construction of public infrastructure and/or fish hatchery construction works and/or water system project
- At least 3 years of experience in leading the team of experts in construction works
- He/she must present at least 2 references or proof of 2 similar assignment showing his or her past direct role in construction/supervision of either hatchery or green house projects or water system project
- He/she must have a valid Certificate of membership to the Institute of engineers Rwanda

Site technician (plumber)

The site technician (plumber) is required for the installation and commissioning the delivered supplies and should have the following qualification and experience:

- He/she must have at least level 5 certificate or equivalent proven by the copy of certificate.
- He/she must have at least 3 years of professional experience in the construction industry.
- He/she must have at least 1 reference or proof of similar assignment in plumbing of formworks used for construction purposes or water supply system.

3.5.3 Overview of the procedure

Text valid in case several award criteria are given in the Tender Specifications.

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to regularity. Irregular tenders will be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. **Maximum three tenderers** may be included in the shortlist for the negotiation process.

Then, the negotiation phase follows. With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this contract.

3.5.4 Award criteria

Article 81-82 of the Law of 17 June 2016

The contracting authority will choose the regular tender that it finds to be the most economically advantageous, taking account of the following criteria:

Criteria 1: Award on the basis of the price: 70 %

The total prices (DDP in euro) will be taken into account for the comparison of the bids. The following formula will be used:

Score bid A = $\frac{\text{Total Prices of lowest bid} * 70}{\text{Unit price of bid A}}$

Unit price of bid A

Criteria 2: Quality and technical value of the supplies: 30%

With regards to the 'quality and the technical value' criterion, the best tender obtains the maximum of the points for the criterion, whereas the other tenders are graded in function of their relative distance from the best tender with regards to deviations to the required technical specifications as follow:

- Any bid with missing information on some of the required technical specifications will be considered as irregular proposal.

- Any bid **slightly** deviating negatively from the minimum requirements will lose one point (deviation which cannot have negative impact on the usage of the supply), a cumulation of more than 10 deviations will lead to irregularity of the proposal,
- the bid complying with the minimum requirements will score at 20%
- The bid with the best technical proposal (distancing positively from the minimum requirements) will get 1 extra point to each best criterion, up to max 10 points.

3.5.4.1 Final score

The scores for the award criteria will be added up. The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the check shows that the Declaration on honour corresponds with reality.

3.5.4.2 Awarding the public contract

Article 36 and 81-82 of the Law of 17 June 2016

The contract will be awarded to the tenderer who has submitted the most economically advantageous tender .

Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority may either decide not to award the contract, either redo the procedure, if necessary, through another award procedure.

The contracting authority also reserves the right to award **only certain lots and to decide that the other lots will be the subject matter of one or more new contracts**, if necessary, according to another award procedure in accordance with Article 58 §1, third paragraph.

3.6 Concluding the public contract

(Article 88 of the Royal Decree on Awarding)

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- if any, minutes of the information session or clarifications and/or the addendum to the TS,
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts.

By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications do not derogate from Article(s) 25-33 of the GIR.

4.1 Managing official (Art. 11)

The managing official is **Mr. Fidele KAMPAYANA, National Aquaculture Expert-KWIHAZA project**

Once the public contract is concluded the managing official is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract will be addressed to him, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the supplies, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the point Contracting authority.

Under no circumstances is the managing official allowed to modify modalities (e.g. delivery deadlines) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (Art. 18)

Knowledge and information obtained by the contractor, including any persons responsible for the mission and any other person involved in this public contract, are strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

All parties directly or indirectly involved are therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer or contractor undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, where applicable, to carry out this public contract (particularly regarding the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. ‘

4.4 Personal data protection

4.4.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.4.2 Processing of personal data by the contractor

Where during contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation, the following provisions apply:

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex 16.

4.5 Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the public contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

Where the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance guarantee may be constituted either of cash or of public funds or may take the form of a collective performance guarantee. The performance guarantee may also take the form of a bank guarantee (see “**Model of Proof of bank guarantee**”) issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions.

By way of derogation from Article 26 the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution (Bank guarantee). The tenderer mentions the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office Complete the following form as well as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to info.cdcck@minfin.fed.be

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function.

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function.

4° in the case of a guaranty, by the deed of undertaking of the credit institution. Such proof is provided, as appropriate, by submission to the contracting authority of:

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
- 2° a debit notice issued by the credit institution; or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
- 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
- 5° the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement "lender" or "mandatary" as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

4.6.1. Failure to post the performance guarantee (Art. 29)

When the supplier fails to prove that the performance guarantee has been posted within 30 calendar days, he will be set in default by letter. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below). When, after notification of this failure by letter, the supplier has still failed to produce proof that the performance guarantee has been posted within a further period of 15 calendar days dating from the date of dispatch of the letter, the contracting authority may:

- 1° Post the performance guarantee itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

4.6.2. Release of the Guarantee (Art. 33)

Request by the contractor for the acceptance procedure to be carried out:

1° For provisional acceptance: This is equal to a request to release the first half of the performance bond

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond

4.7 Conformity of performance (Art. 34)

The supplies must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the supplies must comply in all aspects with good practice.

4.8 Changes to the public contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

4.8.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The supplier has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

4.8.4 Unforeseeable circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

Products may not be used if they have not been technically accepted by the managing official or his or her representative.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the contractor, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the contractor replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

Where the contracting authority declares that the product presented is not in the required condition for examination, the acceptance request by the building contractor will be considered not having been made. A new request is made when the product is fit for acceptance.

4.10 Performance modalities (Art. 115 et seq.)

4.10.1 Partial orders (Art. 115)

Not applicable

4.10.2 Deadlines and terms (Art. 116)

The supplies must be delivered and installed within a period that **is to be expressed in calendar days**, which the tenderer mentions in his tender. This period starts as from the day following the date on which the supplier received the contract conclusion notification letter.. All days are indistinguishably included in the period.

4.10.3 Quantities to be supplied (Art. 117)

The public contract's minimum quantities are mentioned under 'Quantities'.

Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the supplier acquires the right to deliver these quantities, under penalty of indemnification by the contracting authority.

4.10.4 Place where the supplies must be delivered and formalities (Art. 149)

The supplies will be delivered and installed at the following address:

**UR Rwasave Fish Farm
Rwasave swamp,
approximately 3 km from UR-Huye campus
between Huye and Gisagara Districts.**

4.10.5 Packaging (Art. 119)

Packaging will become the property of the contracting authority, without the supplier having any claim to compensation in this regard.

4.10.6 Inspection of the supplies delivered (Art. 120)

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the goods, does consequently only count as evidence of taking possession and does not concern the acceptance of the goods.

Acceptance on the premises of the contracting authority or at any location as specified in these tender specifications, counts as complete provisional acceptance

Acceptance implies the transfer of ownership and of risks of damage and loss.

In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

4.10.7 Liability of the supplier (Art. 122)

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under Art. 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier.

4.11 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.12 Liability of the supplier (Art. 122)

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier

4.13 Means of action of the contracting authority (Art. 44–51 and 123–126)

The supplier's default is not solely related to the supplies as such but also to the whole of the supplier's obligations.

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

In case of violation, the contracting authority may impose a lump-sum fine to the contractor for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the appointee and of the advantage that the supplier hoped to obtain by offering the advantage to the appointee. The contracting authority will decide independently about the application and the amount of this fine.

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

4.13.1 Failure of performance (Art. 44)

§1. The supplier is considered to be in failure of performance under the public contract:

1° when performance is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when performance has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which have been given in due form by the contracting

authority.

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

The supplier must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

Any defects detected that can be attributed to the supplier render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.13.2 Fines for delay (Art. 46 and 123)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

The fines for delay are calculated at the rate of 0.1 percent per day late, the maximum being set at seven and a half percent (7.5%) of the value of the contract (tax included).

Regardless of the application of any fines for delay, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

4.13.3 Measures as of right (Art. 47 and 124)

§1 When, upon expiry of the term given in Article 44, §2, the supplier has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the supplier has explicitly recognised the defects detected.

§2. The measures as of right are:

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

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

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

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

4.14 End of the public contract

4.14.1 Acceptance of the products delivered (Art. 64-65 and 128)

The managing official will closely follow up the delivery.

The products are stored for delivery in the supplier's warehouses. Delivery cannot occur prior to the contracting authority's accepting the goods stored for delivery. The managing official who will

carry out acceptance is named in the contract award notification if his/her name has not yet been mentioned in the procurement documents.

Provisional acceptance

Full acceptance is proceeded to at the place of delivery without partial acceptance at the place of manufacture:

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty days

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

4.14.2 Transfer of ownership (Art. 132)

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of GIR.

4.14.3 Guarantee period (Art. 134)

The warranty period commences on the date on which provisional acceptance is given. It lasts for minimum one year, or better period that will be proposed by the bidder/contractor.

4.14.4 Final acceptance (Art. 135)

Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

4.14.5 Acceptance costs

NA

4.14.6 Invoicing and payment of supplies (Art. 66 to 72 – 127)

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

Attention to Ms. Fridah BUKIRWA

Project Manager - Enabel- Kwihaza programme

The invoice will mention:

- **“Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”.**
- **The name of the contract: “SUPPLY, INSTALLATION AND CONNECTING RAS TILAPIA HATCHERY SYSTEM FOR UNIVERSITY OF RWANDA - FISH FARMING AND RESEARCH STATION (UR-FFRS)”**
- **The reference of the tender documents: “RWA20001-10037”.**
- **The Navision code: “RWA2000111”.**
- **The name of the contract manager: “Fidele KAMPAYANA**

The invoice shall be in euros

Only delivery that has been performed correctly may be invoiced.

The contracting authority disposes of a period for verification of thirty days starting on the end date of the delivery, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the supplier.

The total amount owed to the supplier must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

No advance may be asked by the supplier and the payments will be made in instalments (progress payments):

- 60% of the contract amount upon provisional acceptance of the all the supplies
- 40% of the contract after the installation/commissioning of the supplies and upon acceptance

4.15 Modifications to the contract (Art. 37-38 and 121)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered.

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

4.16 Litigation (Art. 73)

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

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

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

Belgian development agency - Enabel

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

4.17 Obligations of the contracting authority (Art. 136)

The contracting authority shall:

1° use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier;

2° make no changes to the goods delivered without the written preliminary approval of the supplier. Unless otherwise stipulated in the procurement documents.

4.18 Obligations of the supplier (Art. 137 and 138)

The supplier shall:

1° put the supplies at the disposal of the contracting authority within the deadline set in the procurement documents;

2° unless otherwise stipulated in the procurement documents, ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

Where the supplies are completely or partially destroyed during the contract term without the contracting authority being liable, the supplier shall replace these or repair them at his costs within the deadline set.

4.19 Release of the performance bond (Art. 144)

Unless stipulated otherwise in the procurement documents, the bond can be released in one time upon final acceptance of deliveries.

5 Technical specifications

5.1. Background and Context

Belgian Development Agency (Enabel) is implementing a European Union (EU) and Luxembourg Development cooperation agency (LuxDev) funded project, “Transformation towards sustainable food systems-Kwihaza” for the period 2023-2026. The objective of the project is to contribute to the transition towards socio-economically and environmentally inclusive food systems with the development of the value chains in the aquaculture, fisheries, and the horticulture sector.

Enabel working with the University of Rwanda identified Rwasave Fish Farming and Research Station (UR-FFRS) as a knowledge and research dissemination centre. This was based on their ability to perform aquaculture production and contribute to the overall goal of increasing production of fish in Rwanda. Specifically, the outcomes of the works with UR-FFRS are aligned to Result Area 1 of Kwihaza project, i.e. ensuring that capacities of cooperatives or smallholder producer organisations, active in the aquaculture or fisheries value chains are enhanced to efficiently improve quality and quantity of produce, minimise post-harvest losses through transformation of part of the produce, and improve access to local and regional markets.

In line with the MoU signed between Enabel and University of Rwanda (UR), the Engineers of both UR and Enabel-EUDi together with the Aquaculture Technical Team have already worked together for the development of technical specifications of the RAS Tilapia Hatchery system, and will continue providing afterward the technical supervision during the supply and installation of this project for quality assurance of the supplies and provided service.

5.2. Project Objective and scope

The objective of this project is to support the University of Rwanda, its Rwasave Fish Farming and Research Station (UR-FFRS) with Tilapia hatchery facilities in order to boost the production of high-quality fingerlings at commercial scale.

5.2.1. Works description

The works to be performed under this ToRs are:

- 1) Supply, install and connecting all equipment and materials for indoor recirculation aquaculture system (RAS) of Tilapia hatchery,
- 2) Supply, install and connecting nursery tanks for yolk sac fry,
- 3) Supply, mounting and connecting solar powered water pumps and their accessories,
- 4) Supply, mounting and connecting solar powered air blowers and their accessories (flexible pipes, air diffuses and stones),
- 5) Supply, mounting and connecting solar panels as energy source for the facilities,
- 6) Supply, install and connecting a solar power inverter to run water pumps and air blowers when solar panels don't work.
- 7) Supply, mounting and connecting solar powered water heaters for nursery ponds and hatchery.
- 8) Supply, install and connecting a wastewater drainage and treatment system.

The supplier will technically work together with technical team including Enabel and University of Rwanda who owns the infrastructure to ensure the quality services delivered and works completed. The technical specifications of equipment to be supplied, mounted, installed and connected under this ToRs are described in table below:

5.2.2. Technical specification of the equipment and materials for Indoor RAS Tilapia Hatchery

Category	Item Description	Technical specification	UNITY	QTY
Support equipment or frame system	Tables	Dimensions: Length of 2 meters, Width of 1 meter and height of 1 meter.	Pcs	10
		Materials: Tabletop: Hard wood of 2.5 cm thickness, water-resistant, surfaces easy to clean and maintain. Base/Legs: Tube of 40/40, smooth surface and edges, painted or stained and tempered welding.		
		Shape and design style: Modern hatchery table in rectangular form		
		Weight Capacity: Designed to support above 500 kg of weight.		
		Assemblage: pre-assembled table and to be installed in hatchery house at the site in Huye		
Tilapia eggs incubation system	Incubators	Material: High-quality , non-toxic plastic jar or transparent glass bottle, round bottom allowing movements/ turns of eggs to mimic natural conditions. Volume: between 8 - 10 liters at a maximum density of 20,000 – 60,000 eggs per each jar	Pcs	15
	Larvae or yolk sac fry tanks	Material: Plastic buckets or basins of 10 liters of volume connected to the incubators to collect the larvae after eggs hatching Assemblage: Different materials to be assembled and installed in hatchery house indoor system at the site in Huye They should be connected to the system to allow water flow through the entire incubation system with one inlet and outlet.	pcs	15
Water supply, storage, piping system	Water pumps for hatchery and greenhouse system	Flow Rate: Above 400 liters per hour (L/h) for small hatcheries.	pcs	2
		Head Height: Pumping height should be 1.5 to 3 meters.		
		Power Source: Hybrid pumps using both Electric and solar energy		
		Pump Type and material : Submersible pumps in corrosion-resistant materials, high efficient and essential for long-term use in aquatic environments. Quieter models are preferable in a hatchery setting to minimize stress on the fish.		

		Installation, usage and maintenance: Well installed with easy access for cleaning and repairs. Automatic timers or flow regulators to help manage water levels and flow rates.		
	PVC pipes	PVC pipes types: <ul style="list-style-type: none"> • DE140 PN10 or $\Theta=110\text{mm}$, 6 m of length • DE110 PN10 or $\Theta=90\text{mm}$, 6 m of length • DE50 PN10 or $\Theta=63\text{mm}$, 6 m of length • DE40 PN10 or $\Theta=32\text{mm}$, 6 m of length. 10 pieces per each type.	Pcs	40
	Water piping and connection assembly	Mounting of water pipes and connection system must be done for each type or size of PVC above mentioned and comprised by PVC pipes, fittings and connectors (Elbows, Tees, couplings, End Caps, Adapters), Gate valves, Check valves, Ball valves, Pipe supports or brackets to secure pipes along the walls or above ground and hangers for suspended piping units The assemblage and connections of each set-up should be compatible with a set-up in place meant for main water source and water distribution for tilapia hatchery indoor supply system (comprised by 15 incubators and 15 fry tanks) and outdoor supply system comprised by 8 nursery ponds under greenhouse connected to the piping system of major water supply system	Set-up	4
	Water tank	A big plastic tanks of 10 cubic meters for water reservoirs , well fixed, installed and connection to the water supply system of the RAS tilapia hatchery.	pcs	1
Water aeration system	Air blowers	Material: Corrosion resistant material,	pcs	2
		Motor power of 500W,		
		Air speed: 100 MPH (miles per hour), less noise		
		Airflow Rate: Typically, around 100-500 CFM (cubic feet per minute)		
		Power Rating: Usually between 12V to 24V DC motors, efficient for solar energy applications.		
		Control System: Preferably if include thermostats or timers to regulate airflow based on temperature and humidity levels.		
		Durability: Weather-resistant and robust materials to withstand varying environmental conditions		
		Installation: Easy mounting and connecting solar power and blowers with		

		adjustable settings air diffusers and flexible pipes for airflow directions in all the hatchery and greenhouse systems		
Water heating	Water Heaters	Type of heater: Suitable for large scale, easy to connect on solar power sources. Water Heaters coupled with thermostats	Set-up	2
		Heating capacity: 1-5kW		
		Temperature control: adjustable thermostats with a range of 26 – 30 oC		
Water filtration and treatment system for a RAS (Recirculating Aquaculture System)	Water filters (well installed and connected to the RAS Tilapia hatchery)	Mechanic filters (e.g., drum filters, bag filters) of 1000 LPH flow rate, 50-micron mesh to remove solid particles of size range between 1-50 microns.	Set-up	2
		Biological Filter of 200 liters of bio-media capacity to provide a surface for beneficial bacteria to convert ammonia to less harmful substances (e.g., biofilters with media like ceramic rings or plastic media).	Set-up	2
		UV Sterilizer: 30-watt UV lamp with a flow rate of up to 2000 LPH and low-pressure mercury vapor incorporated with a chemical filter used for specific water quality issues (e.g., activated carbon for removing contaminants).	Set-up	2
Waste water drainage and treatment system	Mounting and installation of wastewater treatment	Trenches excavation	m ³	123
		Supply and installation of drainage pipe 160mm of diameter, PN10	m	246
		Construction of manhole in reinforced concrete	m ³	4.71
		Water drainage channel in burnt clay masonry finished with cement sand mortar	m	41
Solar Power supply system (solar panels system installation)	Solar panel and inverter system	Solar panel system (photovoltaic panels) and accessories including inverter and lithium-ion batteries.	Set-up	1
		Panel type: Monocrystalline		
		Number: 3 panels		
	Wattage: 250 - 400W per panel			
Mounting system	Roof-mounted bases, fixation or supporting system installed on the roof of hatchery house	Set-up	1	
Wiring and connection system	Electric wires system with various accessories (i.e. connectors, switches, plugs, lamps) to connect solar power to hatchery house and in greenhouse	Set-up	1	

Notes:

- The interested bidders are advised to voluntarily visit the site and satisfy themselves on the quantity and scope of the works before pricing and prior to submission of quotations. The claims and addition for missing information /item shall be acceptable only during the field visit time. The site visit is not compulsory and to be individually organised in the second week after launching the tender.
- Pricing should be more detailed enough describing and break-downing all the items.

5.3. **Minimum required profile of the company and key staff (to be considered in the selection stage)**

5.3.1. **Minimum required company profile**

General experience

The interested bidders should be companies registered in construction sector and/or supply, with at least 5 years of general experience in supply of construction materials, , civil engineering, water supply system

Specific experience

Interested bidders should have at least 2 similar references (similar in nature, volume and complexity) regarding fish hatchery construction works and/or Supply and installation of hatchery equipment's, and/or supply and installation of water system. (proven by the certificates of good completion or any other reference proving the experience) .

5.3.2. **Minimum required profile of the experts**

The required team for the implementation of the assignment is composed by team leader and one site technician (plumber):

5.3.2.1. **Team Leader**

- He/she must have at least a bachelor's degree in civil engineering or equivalent field proven by copy of degree.
- He/she must have at least 5 years of professional experience in construction of public infrastructure and/or fish hatchery construction works and/or water supply system project
- At least 3 years of experience in leading the team of experts in construction works
- He/she must present at least 2 references or proof of 2 similar assignment showing his or her past direct role in construction/supervision of either hatchery or green house projects or water supply system project
- He/she must have a valid Certificate of membership to the Institute of engineers Rwanda

5.3.2.2. **Site technician (plumber)**

The site technician (plumber) is required for the installation and commissioning the delivered supplies and should meet the following requirements:

- He/she must have at least level 5 certificate or equivalent proven by the copy of certificate.
- He/she must have at least 3 years of professional experience in the construction industry.
- He/she must have at least 1 reference or proof of similar assignment in plumbing of formworks used for construction purposes or water supply system.

Detailed Technical specifications/technical offer.

Tender title: SUPPLY, INSTALLATION AND CONNECTING RAS TILAPIA HATCHERY SYSTEM FOR UNIVERSITY OF RWANDA - FISH FARMING AND RESEARCH STATION (UR-FFRS)”

Reference: RWA20001-10037

General description

The product must be new, modern in every detail and produced in series. The unit should be manufactured in accordance with state-of-the-art technology, based on the raw materials of the best quality.

The product should be free from any defects in workmanship or design defects which might affect appearance, performance, strength and durability. The product must be safe and reliable while in operations and meet relevant legislation and applicable standards in Rwanda.

Columns 1-3 **is completed by the Contracting Authority**

Columns 4&5 **should be completed by the Bidder**

Column 6 **is reserved for the evaluation committee**

The Bidders are requested to complete the template on the next pages:

- **Column 3 is completed by the Contracting Authority** shows the required specifications (not to be modified by the Bidder)
- **Column 4 is to be filled in by the Bidder** and must detail what is offered (**for example the words “compliant” or “yes” are not sufficient**)
- **Column 5 allows the Bidder to make comments** on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (**highlight, mark**) the models offered, so that the evaluators can see the exact configuration.

Offers that do not permit to precisely identify the models and the detailed specifications, might be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.	
Please Give complete answers to the specification in the bidders’ response column provided. And avail soft copy of specification.	
The following words or statements in answering to the specifications are not sufficient, and might lead to the disqualification from further evaluation stages, for that particular item:	
i)	Tick (√)
ii)	Yes
iii)	As per specifications.
iv)	Complies
v)	Compliant
vi)	As specified
ix)	Copy and paste technical specifications of this document
<i>Wherever the bidder’s response needs technical explanation as well as commitment, the bidder shall respond in writing with office seal/ stamp and signature with date...</i>	

SUPPLY, INSTALLATION AND CONNECTING RAS TILAPIA HATCHERY SYSTEM FOR UNIVERSITY OF RWANDA - FISH FARMING AND RESEARCH STATION (UR-FFRS)"- RWA20001-10037				
Category	Item Description	Technical specification	Bidder's response to the tender specifications	Notes, remarks, reference to documentation
Warranty	Signed Commitment to be provided	Minimum Warranty Period of 1 years (12 months) from the date of installation, inclusive possible spare part, and labour against manufacturer defects. months	
Delivery time	Proposed Delivery time DDP: (<u>Maximum is up to 60 days</u>)	Better Deadline in calendar days (Number of days from the day after the reception of award notification letter)¹⁰: days	
Support equipment or frame system	Tables	Dimensions: Length of 2 meters, Width of 1 meter and height of 1 meter.		
		Materials: Tabletop: Hard wood of 2.5 cm thickness, water-resistant, surfaces easy to clean and maintain. Base/Legs: Tube of 40/40, smooth surface and edges, painted or stained and tempered welding.		
		Shape and design style: Modern hatchery table in rectangular form		
		Weight Capacity: Designed to support above 500 kg of weight.		
		Assemblage: pre-assembled table and to be installed in hatchery house at the site in Huye		
Tilapia eggs incubation system	Incubators	Material: High-quality , non-toxic plastic jar or transparent glass bottle, round bottom allowing movements/ turns of eggs to mimic natural conditions.		
		Volume: between 8 - 10 liters at a maximum density of 20,000 – 60,000 eggs per each jar		

¹⁰ Should not be below 1 year

	Larvae or yolk sac fry tanks	<p>Material: Plastic buckets or basins of 10 liters of volume connected to the incubators to collect the larvae after eggs hatching</p> <p>Assemblage: Different materials to be assembled and installed in hatchery house indoor system at the site in Huye They should be connected to the system to allow water flow through the entire incubation system with one inlet and outlet.</p>		
Water supply, storage, piping system	Water pumps for hatchery and greenhouse system	<p>Flow Rate: Above 400 liters per hour (L/h) for small hatcheries.</p>		
		<p>Head Height: Pumping height should be 1.5 to 3 meters.</p>		
		<p>Power Source: Hybrid pumps using both Electric and solar energy</p>		
		<p>Pump Type and material : Submersible pumps in corrosion-resistant materials, high efficient and essential for long-term use in aquatic environments. Quieter models are preferable in a hatchery setting to minimize stress on the fish.</p>		
		<p>Installation, usage and maintenance: Well installed with easy access for cleaning and repairs. Automatic timers or flow regulators to help manage water levels and flow rates.</p>		
	PVC pipes	<p>PVC pipes types:</p> <ul style="list-style-type: none"> • DE140 PN10 or Θ= 110mm, 6 m of length • DE110 PN10 or Θ=90mm, 6 m of length • DE50 PN10 or Θ=63mm, 6 m of length • DE40 PN10 or Θ= 32mm, 6 m of length. <p>10 pieces per each type.</p>		

	Water piping and connection assembly	Mounting of water pipes and connection system must be done for each type or size of PVC above mentioned and comprised by PVC pipes, fittings and connectors (Elbows, Tees, couplings, End Caps, Adapters), Gate valves, Check valves, Ball valves, Pipe supports or brackets to secure pipes along the walls or above ground and hangers for suspended piping units		
		The assemblage and connections of each set-up should be compatible with a set-up in place meant for main water source and water distribution for tilapia hatchery indoor supply system (comprised by 15 incubators and 15 fry tanks) and outdoor supply system comprised by 8 nursery ponds under greenhouse connected to the piping system of major water supply system		
	Water tank	A big plastic tanks of 10 cubic meters for water reservoirs , well fixed, installed and connection to the water supply system of the RAS tilapia hatchery.		
Water aeration system	Air blowers	Material: Corrosion resistant material,		
		Motor power of 500W,		
		Air speed: 100 MPH (miles per hour), less noise		
		Airflow Rate: Typically, around 100-500 CFM (cubic feet per minute)		
		Power Rating: Usually between 12V to 24V DC motors, efficient for solar energy applications.		
		Control System: Preferably if include thermostats or timers to regulate airflow based on temperature and humidity levels.		

		Durability: Weather-resistant and robust materials to withstand varying environmental conditions		
		Installation: Easy mounting and connecting solar power and blowers with adjustable settings air diffusers and flexible pipes for airflow directions in all the hatchery and greenhouse systems		
Water heating	Water Heaters	Type of heater: Suitable for large scale, easy to connect on solar power sources. Water Heaters coupled with thermostats		
		Heating capacity: 1-5kW		
		Temperature control: adjustable thermostats with a range of 26 – 30 oC		
Water filtration and treatment system for a RAS (Recirculating Aquaculture System)	Water filters (well installed and connected to the RAS Tilapia hatchery)	Mechanic filters (e.g., drum filters, bag filters) of 1000 LPH flow rate, 50-micron mesh to remove solid particles of size range between 1-50 microns.		
		Biological Filter of 200 liters of bio-media capacity to provide a surface for beneficial bacteria to convert ammonia to less harmful substances (e.g., biofilters with media like ceramic rings or plastic media).		
		UV Sterilizer: 30-watt UV lamp with a flow rate of up to 2000 LPH and low-pressure mercury vapor incorporated with a chemical filter used for specific water quality issues (e.g., activated carbon for removing contaminants).		
Waste water drainage and treatment system	Mounting and installation of wastewater treatment	Trenches excavation		
		Supply and installation of drainage pipe 160mm of diameter, PN10		
		Construction of manhole in reinforced concrete		
		Water drainage channel in burnt clay masonry finished with cement sand mortar		

Solar Power supply system (solar panels system installation)	Solar panel and inverter system	Solar panel system (photovoltaic panels) and accessories including inverter and lithium-ion batteries.		
		Panel type: Monocrystalline		
		Number: 3 panels		
		Wattage: 250 - 400W per panel		
	Mounting system	Roof-mounted bases, fixation or supporting system installed on the roof of hatchery house		
	Wiring and connection system	Electric wires system with various accessories (i.e. connectors, switches, plugs, lamps) to connect solar power to hatchery house and in greenhouse		

6 Forms

6.1. Identification forms

6.1.1. Natural person

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:412289af-39d0-4646-b070-5cfed3760aed>

I. PERSONAL DATA			
FAMILY NAME(S) ¹¹			
FIRST NAME(S)			
DATE OF BIRTH			
DD	MM YYYY		
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH		
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD	PASSPORT	DRIVING LICENCE ¹²	OTHER ¹³
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ¹⁴			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ¹⁵	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA			
If YES, please provide business data and attach copies of the official supporting documents.			
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF MAIN REGISTRATION CITY COUNTRY		
DATE	SIGNATURE		

¹¹ As indicated on the official document.

¹² Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

¹³ Failing other identity documents: residence permit or diplomatic passport.

¹⁴ See table with corresponding denomination by country.

¹⁵ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2. Private/public law body with legal form

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdf19b>

OFFICIAL NAME¹⁶				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION	FOR PROFIT			
TYPE	NON FOR PROFIT	NGO¹⁷	YES	NO
MAIN REGISTRATION NUMBER¹⁸				
SECONDARY REGISTRATION NUMBER				
(if applicable)				
PLACE OF MAIN				
REGISTRATION	CITY	COUNTRY		
DATE OF MAIN REGISTRATION				
	DD	MM	YYYY	
VAT number				
ADDRESS OF				
HEAD OFFICE				
POSTCODE	P.O. BOX	CITY		
COUNTRY				PHONE
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

¹⁶ National denomination and its translation in EN or FR if existing.

¹⁷ NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

¹⁸ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3. Public-law body¹⁹

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c52ab6a5-6134-4fed-9596-107f7daf6f1b>

OFFICIAL NAME²⁰			
ABBREVIATION			
MAIN REGISTRATION NUMBER²¹			
SECONDARY REGISTRATION NUMBER			
(if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE		P.O. BOX	
		CITY	
COUNTRY			PHONE
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

¹⁹ meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

²⁰ National denomination and its translation in EN or FR if existing.

²¹ Registration number in the national register of the entity.

6.1.4. Subcontractors

Name and legal form	Address / Registered office	Regards

6.2. Financial identification Form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ²²	
IBAN ²³ & ACCOUNT NUMBER	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS OF BANK BRANCH		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

<u>ACCOUNT HOLDER'S DATA</u>		
AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

<u>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)</u>

<u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u>

(1) The name or title under which the account was opened and not the name of the authorised representative.

(2) It is preferable to attach a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under "ACCOUNT NAME" and "BANK". In this case, the bank's stamp and the signature of its representative are not required. The signature of the account holder is obligatory in all cases.

(3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.

²² This does not refer to the type of account. The account name is usually the one of the account holders. However, the account holder may have chosen a different name to its bank account.

²³ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.3.1. Tender form – Prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, **given in euros** and inclusive of all applicable taxes and VAT:

VAT percentage: 18%.

The confidential information and/or the information relating to technical, or business secrets is indicated clearly in the tender.

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

Category	Item Description	Technical specification	UNITY	QTY	Unit Costs DDP, incl. VAT	Total costs DDP incl. VAT
Support equipment or frame system	Tables	Dimensions: Length of 2 meters, Width of 1 meter and height of 1 meter.	Pcs	10		
		Materials: Tabletop: Hard wood of 2.5 cm thickness, water-resistant, surfaces easy to clean and maintain. Base/Legs: Tube of 40/40, smooth surface and edges, painted or stained and tempered welding.				
		Shape and design style: Modern hatchery table in rectangular form				
		Weight Capacity: Designed to support above 500 kg of weight.				
		Assemblage: pre-assembled table and to be installed in hatchery house at the site in Huye				
Tilapia eggs incubation system	Incubators	Material: High-quality, non-toxic plastic jar or transparent glass bottle, round bottom allowing movements/ turns of eggs to mimic natural conditions.	Pcs	15		
		Volume:				

		between 8 - 10 liters at a maximum density of 20,000 – 60,000 eggs per each jar				
	Larvae or yolk sac fry tanks	Material: Plastic buckets or basins of 10 liters of volume connected to the incubators to collect the larvae after eggs hatching	pcs	15		
		Assemblage: Different materials to be assembled and installed in hatchery house indoor system at the site in Huye They should be connected to the system to allow water flow through the entire incubation system with one inlet and outlet.				
Water supply, storage, piping system	Water pumps for hatchery and greenhouse system	Flow Rate: Above 400 liters per hour (L/h) for small hatcheries.	pcs	2		
		Head Height: Pumping height should be 1.5 to 3 meters.				
		Power Source: Hybrid pumps using both Electric and solar energy				
		Pump Type and material : Submersible pumps in corrosion-resistant materials, high efficient and essential for long-term use in aquatic environments. Quieter models are preferable in a hatchery setting to minimize stress on the fish.				
		Installation, usage and maintenance: Well installed with easy access for cleaning and repairs. Automatic timers or flow regulators to help manage water levels and flow rates.				
	PVC pipes	PVC pipes types: <ul style="list-style-type: none"> • DE140 PN10 or $\Theta=110\text{mm}$, 6 m of length • DE110 PN10 or $\Theta=90\text{mm}$, 6 m of length • DE50 PN10 or $\Theta=63\text{mm}$, 6 m of length • DE40 PN10 or $\Theta=32\text{mm}$, 6 m of length. 10 pieces per each type.	Pcs	40		
	Water piping and connection assembly	Mounting of water pipes and connection system must be done for each type or size of PVC above mentioned and comprised by PVC pipes, fittings and connectors (Elbows, Tees, couplings, End Caps, Adapters), Gate valves, Check valves, Ball valves, Pipe supports or brackets to secure pipes along the walls or above	Set-up	4		

		ground and hangers for suspended piping units				
		The assemblage and connections of each set-up should be compatible with a set-up in place meant for main water source and water distribution for tilapia hatchery indoor supply system (comprised by 15 incubators and 15 fry tanks) and outdoor supply system comprised by 8 nursery ponds under greenhouse connected to the piping system of major water supply system				
	Water tank	A big plastic tanks of 10 cubic meters for water reservoirs, well fixed, installed and connection to the water supply system of the RAS tilapia hatchery	pcs	1		
Water aeration system	Air blowers	Material: Corrosion resistant material,	pcs	2		
		Motor power of 500W,				
		Air speed: 100 MPH (miles per hour), less noise				
		Airflow Rate: Typically, around 100-500 CFM (cubic feet per minute)				
		Power Rating: Usually between 12V to 24V DC motors, efficient for solar energy applications.				
		Control System: Preferably if include thermostats or timers to regulate airflow based on temperature and humidity levels.				
Durability: Weather-resistant and robust materials to withstand varying environmental conditions						
Installation: Easy mounting and connecting solar power and blowers with adjustable settings air diffusers and flexible pipes for airflow directions in all the hatchery and greenhouse systems						
Water heating	Water Heaters	Type of heater: Suitable for large scale, easy to connect on solar power sources. Water Heaters coupled with thermostats	Set-up	2		
		Heating capacity: 1-5kW				
		Temperature control: adjustable thermostats with a range of 26 – 30 oC				
Water filtration and treatment	Water filters (well installed and	Mechanic filters (e.g., drum filters, bag filters) of 1000 LPH flow rate, 50-micron mesh to	Set-up	2		

system for a RAS (Recirculating Aquaculture System)	connected to the RAS Tilapia hatchery)	remove solid particles of size range between 1-50 microns.				
		Biological Filter of 200 liters of bio-media capacity to provide a surface for beneficial bacteria to convert ammonia to less harmful substances (e.g., biofilters with media like ceramic rings or plastic media).	Set-up	2		
		UV Sterilizer: 30-watt UV lamp with a flow rate of up to 2000 LPH and low-pressure mercury vapor incorporated with a chemical filter used for specific water quality issues (e.g., activated carbon for removing contaminants).	Set-up	2		
Waste water drainage and treatment system	Mounting and installation of wastewater treatment	Trenches excavation	m ³	123		
		Supply and installation of drainage pipe 160mm of diameter, PN10	m	246		
		Construction of manhole in reinforced concrete	m ³	4.71		
		Water drainage channel in burnt clay masonry finished with cement sand mortar	m	41		
Solar Power supply system (solar panels system installation)	Solar panel and inverter system	Solar panel system (photovoltaic panels) and accessories including inverter and lithium-ion batteries. Panel type: Monocrystalline Number: 3 panels Wattage: 250 - 400W per panel	Set-up	1		
		Mounting system	Set-up	1		
		Wiring and connection system	Set-up	1		
TOTAL COST DDP, incl. VAT						

Certified true and sincere,

Done at, on

6.4. Declaration on honour – Exclusion grounds

Hereby, I/ we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or financing of terrorism
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity.**

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019;
 - b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 <link>
 - c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
 - d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed information
 - e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5. When a conflict of interest cannot be remedied by other, less intrusive measures.
6. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.
The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

7. Restrictive measures have been taken vis-à-vis the contractor with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and proliferation of weapons of mass destruction.

The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:

For the United Nations, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

8. <...> If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date:.....

Location

Signature:

6.5. Integrity Statement of the tenderer

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses **will lead** to the exclusion of the contractor from this and other public contracts for Enabel.

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

Date:.....

Location:.....

Signature :

6.6. Selection file – Economic capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In one of the past three financial years the tenderer must have achieved a total turnover of at least the value of the tender.</p> <p>He shall include in his tender a statement on the annual turnovers achieved during the past three financial years, unless total turnover is mentioned in the approved Financial Statements.</p>	<p>The statement on the total turnovers achieved during the past three financial years</p>
<p>The tenderer must also provide evidence of his financial solvability.</p> <p>This financial capacity will be evaluated on the basis of the approved Financial Statements of the last three years deposited with the National Bank of Belgium. Tenderers who have deposited their approved Financial Statements with the National Bank of Belgium do not have to include them in their tender since the contracting authority can consult them via the digital portal of the federal authority.</p> <p>Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years shall include them in their tender. This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired. For individual undertakings it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date). In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant or the registered auditor will do.</p> <p>Foreign enterprises must also attach to their tender their approved Financial Statements for the last three financial years or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.</p>	<p>The approved Financial Statements documents of the last 3 years, to be attached</p>

Other documents to be provided:

6.8. Power of attorney

The Bidder shall include in his tender the power of attorney empowering the person signing the bid on behalf of the company, joint venture or consortium. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

6.9. Criminal record certificate for the person mandated to commit for the firm.

6.10. Incorporation certificate

The Bidder shall include in his tender the incorporation certificate/trading licence from the competent authority.

6.11. VAT Registration certificate

6.12. Non-Bankruptcy certificate/Good standing certificate

6.13. Certification of clearance with regards to the payments of social security contributions

At the latest before award, the Bidder must provide a certification¹⁷ from the competent authority stating that he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the **2nd term of 2024**.

6.14. Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a recent certification¹⁷ (up to 6 months) from the competent authority stating that the bidder is in order with the payment of applicable taxes that apply by law in the country of establishment

6.15. List of the similar supply deliveries

Bidder must provide in his bid the list of the main similar supplies (min. 2) delivered, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the Bidder has experience in delivering those supplies..

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates in the last 3 years	Name of the Client

6.16. Certificates of completion

For each of the listed similar projects (minimum 2), the Bidder must provide in his offer **the related certificates of good completion** (statement or certificate without major reservation) approved by the entity which awarded the contract.

6.17. Annexes

6.17.1. GDPR clause (in case where service provider will process personal data)

This Annex must be used where the contractor is a subcontractor in the meaning of the GDPR, i.e. a natural or legal person which processes personal data on behalf of Enabel.

Personal data = any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

AGREEMENT on the Processing of personal data (GDPR)

Between:

The contracting authority: Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels, Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Represented by: [.....],

Hereinafter referred to as 'the contracting authority' or 'personal data controller'.

AND:

The contractor: [.....], with its registered office at [.....], and which is registered with the Crossroad Bank for Enterprises under number [.....],

Represented by: [.....],

in accordance with Article [.....] of the statutes of the company,

Hereinafter referred to as ‘the contractor’ or ‘processor’.

The contracting authority and the contractor are referred to separately as a ‘Party’ and are jointly referred to as the ‘Parties’.

Preamble

By decision of the [.....], the contractor was awarded a public contract in accordance with Tender Specifications no. [.....].

The needs of this public contract involve the processing of personal data within the meaning of the Belgian law on the protection of natural persons with regard to the processing of personal data and of European Regulation 2016/679 (GDPR).

The purpose of this amendment is to comply with the requirements of Article 28 of the GDPR.

The public contract conditions are not otherwise derogated, particularly in terms of the time frame and value of the public contract awarded.

Article 1 – Modification Definitions

- 1.1. Terms such as ‘process’/‘processing’, ‘personal data’, ‘personal data controller’, ‘processor’ and ‘personal data breach’ must be interpreted in light of data protection legislation. ‘Data protection legislation’ refers to any regulation of the European Union and/or its Member States, including, without being limited to laws, directives and regulations for the protection of personal data, in particular European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

Article 2: Subject-matter of the Agreement

- 2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.
- 2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.
- 2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.

- 2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:
- a) Personal data processing activities;
 - b) The categories of personal data processed;
 - c) The categories of stakeholders to which the personal data of the contracting authority's relate;
 - d) The purpose of the processing.
- 2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.
- 2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.
- 2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

Article 3: Instructions of the contracting authority

- 3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.
- 3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.
- 3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.
- 3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

Article 4: Assistance to the contracting authority

- 4.1. **Legal conformity.** The contractor assists the contracting authority in accordance with its obligations under the Regulation, taking into account the nature of the processing and the information available to the contractor.
- 4.2. **Personal data breach** In the case of a personal data breach in relation to processing under this Agreement, the contractor must without undue delay after having become aware of it notify the personal data breach to the contracting authority.

At the very least, this notification should include the following information:

- (a) Nature of the personal data breach;
- (b) The categories of personal data;
- (c) The categories and approximate number of data subjects concerned;
- (d) The categories and approximate number of personal data records concerned;
- (e) The likely consequences of the personal data breach;
- (f) The measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor is required to remedy the negative consequences of a data breach as quickly as possible or to minimise other potential consequences. The contractor will immediately implement all remedies requested by the contracting authority or the relevant authorities to remedy any data breach or other non-compliance and/or mitigate the risks associated with these events. The contractor will have to cooperate at all times with the contracting authority and observe its instructions in order to enable it to carry out an appropriate investigation into the data breach, formulate a correct response and then take appropriate action.

- 4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying out the data protection impact assessment in accordance with Article 35 of the Regulation.

Article 5: Obligations of the contractor/processor

- 5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.
- 5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.

- 5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.
- 5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.
- 5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.
- 5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).
- 5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the obligations of this Agreement and ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.
- 5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

Article 6: Obligations of the contracting authority/controller

- 6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.
- 6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

The point of contact of the contracting authority is: dpo@enabel.be

- 6.3. The contracting authority guarantees that it will not issue any instructions, guidance or requests to the contractor who does not comply with the provisions of the Regulation.
- 6.4. The contracting authority provides the necessary assistance to the contractor and/or his or her subsequent subcontractors to comply with a request, order, investigation or subpoena addressed to the contractor or his subsequent subcontractor(s) by a competent government or judicial authority.
- 6.5. The contracting authority guarantees that it will not instruct, guide or ask the contractor to compel the contractor and/or his subsequent subcontractor(s) to violate any obligation imposed by the applicable mandatory national legislation to which the contractor and/or his subcontractor(s) are subject.
- 6.6. The contracting authority ensures that it will cooperate in good faith with the contractor in order to mitigate the negative effects of a security incident affecting the personal data processed by the contractor and/or his subsequent contractor(s) on behalf of the contracting authority.

Article 7: Use of subsequent subcontractors/processors

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR.²⁴
- 7.2. The contractor may engage another subcontractor (hereinafter, the ‘subsequent subcontractor’) for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The contracting authority disposes of a minimum period of 30 days from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.
- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of

²⁴ To be adapted in accordance with Tender Specifications.

Belgian legislation and of the GPDR and assures the rights of the data subject concerned.

- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.

- 7.5. Where the subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of the subsequent subcontractor's obligations.
- 7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

Article 8: Rights of the data subject concerned

- 8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.
- 8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:
- The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;
 - The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;

- The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.

8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

Article 9: Security measures

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.
- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.

- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

- 10.1. The contractor acknowledges that the contracting authority falls under the supervision of one or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contractor's regular office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.
- 10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.
- 10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.
- 10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.
- 10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.
- 10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

Article 11: Transfers to third parties

- 11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.
- 11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

Article 12: Transfer outside the EEA

- 12.1. The contractor will process personal data from the contracting authority only in a location in the EEA.
- 12.2. The contractor shall not process or transfer the personal data of the contracting authority, or process them himself or through third parties, outside the European Union, unless after express and explicit prior authorisation from the contracting authority.

The contractor will have to ensure that no access to the personal data of the contracting authority by a third party in any way leads to the transfer of these data outside the European Union.

Article 13: Behaviour towards national government and judicial authorities

- 13.1. The contractor will immediately notify the contracting authority of any request, injunction, investigation or subpoena of a competent national government or judicial authority addressed to the contractor or its subsequent subcontractor(s) that involves the disclosure of personal data processed by the contractor or a subsequent subcontractor for and on behalf of the contracting authority or any data and/or information relating to that processing.

Article 14: Intellectual property rights

- 14.1. All intellectual property rights relating to personal data and databases containing such personal data are reserved for the contracting authority, unless otherwise agreed between the Parties.

Article 15: Confidentiality

- 15.1. The contractor undertakes to guarantee the confidentiality of personal data and of their processing.
- 15.2. The contractor ensures that employees or subsequent subcontractors authorised to process personal data have committed to conducting the processing confidentially and are also bound by a contractual obligation of confidentiality.

Article 16: Liability

- 16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.

- 16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.
- 16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.
- 16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

- 17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.
- 17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.
- 17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

Article 18: Mediation and competence

- 18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:
 - To refer the dispute to mediation with an independent person
 - To refer the dispute to the courts of the place of establishment of the contracting authority
 -
- 18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.

19.1. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus, agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name(s): [.....]

Name(s): [.....]

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor²⁵

1. Processing activities carried out by the subcontractor

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

²⁵ To be filled out by the contracting authority and the contractor.

2. The special categories of personal data that the subcontractor will process on behalf of the controller (*indicate as appropriate)

- Personal identification data (e.g. name, address and telephone)
- Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- Biometric identification data (e.g. fingerprints, iris scan, etc.)
- Copies of identity documents
- Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- Physical data (e.g. height, weight, etc.)
- Habits of life
- Psychological data (e.g. personality, character, etc.)
- Family composition
- Leisure and interests
- Memberships
- Consumption habits
- Education and training
- Career and occupation (e.g. function, title, etc.)
- Images/photos
- Sound recordings
- National Social Security Register Number/Identification Number
- Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- Other categories of data, <Describe>

3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)

- Special categories of personal data (Art. 9 GDPR)
 - Data revealing racial or ethnic origin

- Data concerning sexual orientation
- Political opinions
- Trade union membership
- Religious or philosophical beliefs

- Data concerning health (Art. 9 GDPR)
 - Physical health
 - Mental health
 - Risk situations and risk behaviours
 - Genetic data
 - Healthcare data

- Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
 - DNA data

4. The categories of data subjects concerned (*indicate as appropriate)

- (Potential)/(former) clients

If yes, <describe>

- Applicants and (former) employees, interns, etc.

If yes, <describe>

- (Potential)/(former) suppliers

If yes, <describe>

- (Potential)/(former) (business) partners

If yes, <describe>

- Other category

If yes, <describe>

5. Extent of processing (number of records/number of data subject concerned)

<Describe>

6. Period of use and period for which the (various categories of) personal data are stored:

<Describe>

7. Processing place

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

8. Use of following subsequent subcontractors/processors:

<Describe>

9. Contact details of the responsible contact person at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

10. Contact details of the responsible contact person at the subcontractor's:

Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

Annex 2: Security of processing²⁶

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.²⁷

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]

²⁶ To be filled out by contractor

²⁷ Consideration 81 of the GDPR