



Request for price quote for Services

**“CONSULTANCY SERVICES TO CONDUCT
THE LFFS- ANIMAL MINI CENSUS (STUDY)”**

RWA19006-10022

Country: RWANDA

Navision code: RWA1900611

Table of contents

1	Object of the request	4
2	General implementation information	4
3	Instructions to tenderers.....	5
3.1.	Qualitative selection	6
3.2.	Award criteria	8
4	Terms of reference	9
5	Service performance conditions	2
5.1	General remarks.....	2
5.2	Subcontracting	2
5.3	Cession	2
5.4	Conformity of performance	2
5.5	Execution modalities.....	2
5.6	Acceptance of services.....	2
5.7	Invoicing and payment.....	3
5.8	VAT exemption.....	3
5.9	Insurance.....	3
5.10	Intellectual property rights	3
5.11	Obligation of confidentiality	4
5.12	Deontological clauses	4
5.13	Complaints management and competent courts	5
6	Tender form to be signed by the tenderer	6
6.1	Identification form	6
6.1.1	Natural person	6
6.1.2	Private/public law body with legal form.....	8
6.1.3	Public-law body.....	9
6.1.4	Subcontractors (if any).....	10
6.2	Tender form - Prices.....	11
6.3	KYC DECLARATION	13
	Declaration on honour – Grounds for exclusion	13
6.4	Integrity Statement of the tenderers.....	15
6.5	Documents to be submitted – exhaustive list	6
6.5.1.	Power of attorney	6
6.5.2.	Incorporation certificate.....	6

6.5.3.	VAT Registration certificate	6
6.5.4.	Certification of clearance with regards to the payments of social security contributions 6	
6.5.5.	Certification of clearance with regards to the payments of applicable taxes	6
6.5.6.	List of the similar assignments.....	7
6.5.7.	Certificates of completion	7
6.6	Annexes.....	16
6.6.1	GDPR clause (in case the service provider will process personal data)	16
6.6.2	Declaration of objectivity and confidentiality.....	19

1 Object of the request

Object of the request	
CONSULTANCY SERVICES TO CONDUCT THE LFFS- ANIMAL MINI CENSUS (STUDY)	
ENABEL REFERENCES	RWA19006-10022

2 General implementation information

IMPLEMENTATION PERIOD:		The consultancy assignment is expected to have an overall contract duration of 3 months with maximum 28 person-days, starting from one day after the reception of the notification letter	
PLACE OF DELIVERY / PERFORMANCE ADDRESS:		Belgian development agency 10, 67 KN ST, BP 6089, KIYOVU Kigali	
CONTRACT MANAGER:		Mr. HABIMANA Bernard, RM&KM Officer, Tel : (+250)78 8988301, e-mail : bernard.habimana@enabel.be	
PAYMENT:	No advance may be asked by the contractor and Payment shall be made in instalments upon approval of the related deliverables (progress payment) as follows:		
	Deliverable N°	Deliverable description	Report and payment Instalment
	1	Upon approval of inception report (including a clear methodology, approaches research ethics, data collection tools, agreement on proposed work plan and report format, Case study style, template, and format etc.)	Install 1: 10% experts' costs + reimbursable up to date (if any)
	2	Upon approval of Draft report with its annexes	Install 2: 60% experts' costs + reimbursable up to date (if any)
	3	Upon approval of final report (including study materials, photos, softy and 5 copies in form of booklets) and Presentation of Study PPT during the Q4 PRISM Stakeholders or partners meeting	Install 3: 30% experts' costs + reimbursable up to date (if any)
Invoice(s) will mention the name of the project “PRISM Enabel“ RWA19006-10022” and “Enabel, public-law company with social purposes, with its			

	<p>registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”.</p> <p>Invoice(s) will be submitted and addressed to: BOSMAN Gerrit Intervention Manager Email: gerrit.bosman@enabel.be Enabel - Rwanda, SORAS TOWERS 6th Floor, Wing A 10, KN 67ST BP 6089 Kiyovu-Kigali</p>
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3 Instructions to tenderers

CONTACT PERSON AT ENABEL during the procedure	
NAME:	Evariste SIBOMANA
FUNCTION:	Contract officer
ADDRESS:	<p>KN 67 Street, plot N° 10 SANLAM Towers, Wing A, 6th Floor Opposite St Michel Catholic Church B.P. 6089 KIYOVU</p>
TEL.:	250 (0) 788619693
E-MAIL:	evariste.sibomana@enabel.be

INFORMATION REGARDING THE PROCEDURE		
Reception tenders:	Date:	09/06/2022 at 4h00 pm at the latest
	Place:	<p>The signed and dated original and “2copies” will be sent in a sealed envelope with the subject: “CONSULTANCY SERVICES TO CONDUCT THE LFFS- ANIMAL MINI CENSUS (STUDY)”, the tender documents number (RWA19006-10022) and the Navision code (RWA1900611)</p> <p>The identical soft copy MUST also be submitted in one or more PDF files on a USB stick.</p> <p>The Attention of Evariste SIBOMANA Contract officer - Enabel Rwanda Belgian development agency KN 67 Street, plot N° 10</p>

		SORAS Towers, Wing A, 6th Floor Opposite St Michel Catholic Church B.P. 6089 KIYOVU
Validity period of the tender:		90 days

3.1 Documents to be submitted – exhaustive list

To be completed in accordance to need

3.1.1. 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.

3.1.2. Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence**¹ from the competent authority.

3.1.3. VAT Registration certificate

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

At the latest before award, the Bidder must provide a certification¹ 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 **1st term of 2022**.

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

At the latest before award, the bidder must provide a **recent certification**¹ (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.

¹ In case of a consortium or a temporary association, the certificate must be submitted for all members.

3.2. Qualitative selection

The contracting authority will select the responsive bidder based on following technical selection criteria:

Technical aptitude of the firm (required profile the consulting firm, see point 4.7.2 of the Terms of reference “ToRs”) and **qualification and experience of key experts** (required profile of the staff, see point 4.7.2 of the terms of reference “ToRs”).

Document to be provided:

3.2.1. List of the similar assignments

Bidder must provide in his bid the list of the 3 **main similar services (min. 3) performed in the last 5 years, in conducting research, monitoring and evaluation assignments proven by 3 related certificates**, 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.

at least 2 similar project to prove their work experience in using statistical software for data analysis and reporting (ability to create infographics, fact sheets as well ability to present a clear graphs and chats) proven by 2 related certificates)

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates	Name of the Client

3.2.2. Certificates of completion

For each of the listed projects (minimum 3 and 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.

3.3. Award criteria

The contracting authority will evaluate the technical proposal based on following award criteria:

a. Technical Proposal (Methodology, strategy & understanding of the ToRs, work plan): 60%:

The tenderer presents the detailed methodology to perform the requested services showing the suitability with Terms of Reference and comments made on it. They are subject to evaluation according to the following sub-criteria:

	Criteria	Score
A. Technical proposal		40
A.1	Detailed Methodology including the details on how all activities and sub-activities will be performed, understanding of assignment (ToRs), risk analysis and proposed mitigation measures and the overall strategy for conducting the assignment	40
A.2	Relevance of work plan & timetable of activities/ sub-activity and work distribution between the team members	20

b. Price/ Financial proposal: 40%

With regards to the 'price' criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 40}{\text{Amount of tender A}}$$

4 Terms of reference

DELIVERY / PERFORMANCE DEADLINE / DURATION	
Desired/Obligatory> date of output:	The consultancy assignment is expected to have an overall contract duration of 3 months with maximum 28 person-days, starting from one day after the reception of the notification letter
Date proposed by the tenderer:	NA

CONTACT PERSON AT ENABEL for performance	
NAME:	Mr. HABIMANA Bernard
FUNCTION:	RM&KM Officer,
ADDRESS:	Prism Enabel in Rwanda, RAB_Rubirizi Station, KK 18 Ave, Kigali
TEL.:	(+250)78 8988301
E-MAIL:	bernard.habimana@enabel.be

Detailed ToRs for CONSULTANCY SERVICES TO CONDUCT THE LFFS- ANIMAL MINI CENSUS (STUDY)”

4.1. INTRODUCTION

4.1.1. PRISM ENABEL

The Partnership for Resilient and Inclusive Small Livestock Markets (PRISM) is a multi-partners project that running from 2019 to 2024 to support transformation of livestock sector of Rwanda stated in the Strategic Plan for the Transformation of Agriculture phase 4 (PSTA-4), the National Strategy for Transformation (NST-1) and the National Agriculture Policy (NAP). PRISM Enabel is working to transform the Pork, Poultry, and animal feeds value chains by strengthen the value chain actors by creating access to information, technology and finance.

4.1.2. About the study

Enabel and RAB has been running LFFS activities since February 2022, to build technical capacity of pig, poultry farmers through a group-based experimental learning by doing approach to enable a commercial oriented livestock. This LFFS mini census (Study) is planned to be undertaken from the early June whereas the draft report may be presented in late June 2022, during Q4 PRISM Enabel Stakeholders workshop or partners’

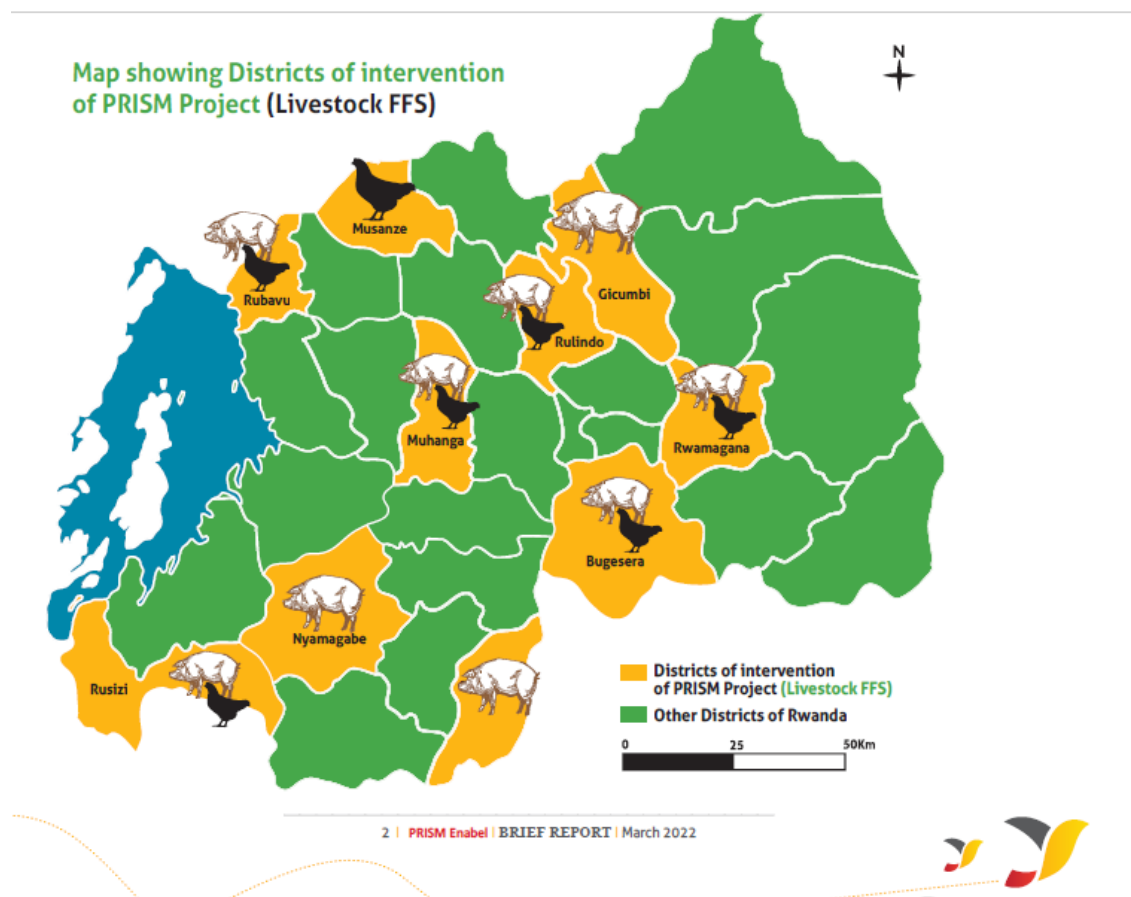
meeting. The recruited qualified consulting Firm will collect and compile both quantitative and qualitative information on project LFSS activities including coverage, region and other aspects in animal husbandry practices. The main objective of this study is to measure the progress outcome of the project while covering the analysis of data in general for piggery and poultry value chains.

4.2. Objectives

1. To ascertain the important data on LFSS piggery and poultry farmers which to be disaggregated by species, gender, groups, animals, products etc.
2. To explore experiences and practices used by LFSS farmers in livestock handling.

4.3. SCOPE OF WORK

LFSS mini census study will be undertaken in 10 Districts of project intervention as shown in the figure below, namely Rwamagana and Bugesera in Eastern Province, Muhanga, Gisagara and Nyamagabe in Southern Province, Gicumbi, Rutindo and Musanze in Northern Province, Rubavu and Rusizi in Western Province.



4.4. METHODOLOGIES

This study will use both quantitative and qualitative approaches such as retrospective, observational and case studies to collect figure, perception and feedback for LFFS interventions.

4.5. TIMELINE

Field activities for data collection is expected to be undertaken around June while the draft report will be validated during the last week of June, whereas the key findings may be presented during Q4 Stakeholders workshop or partner's meeting which is planned in June or early July 2022. The overall duration of the contract is 3 months which will be composed by the expected 28 man working days and the remaining days shall cover the contracting procedures and personal days.

Activities and Timelines

The scope of work is broken down to key activities and timeline set against them, with the total number of days required to deliver each:

ACTIVITIES	NO OF ESTIMATED MAN DAYS
1. Develop and present an inception report (including a clear methodology, approaches research ethics, data collection tools, agreement on proposed work plan and report format, Case study style, template and format etc.) for review and approval	2 Days
2. Field data collection (Quantitative and Qualitative information) (Firm will dispatch data collectors, thus Data collection to be undertaken in parallel in all provinces	13 Days
i. Eastern Province: Rwamagana and Bugesera,	
ii. Southern Province: Muhanga, Gisagara and Nyamagabe ,	
iii. Northern Province: Gicumbi, Rulindo and Musanze	
iv. Western Province: Rusizi and Rubavu Districts.	
3. Data analysis and report writing, and developing its annex e.g Case studies success story, learning story documents using an agreed style, template and format	6 Days
4. Submission and Presentation of the Draft report and integration of comments	6.5 Days

5. Presentation of Study PPT during the Q4 PRISM Stakeholders or partners meeting and Submission of final reports (including study materials, photos, softy and 5 copies in form of booklets	0.5 Days
Total number of days proposed:	28 Man- Days

1. KEY TASKS

The qualified consultant firm will fulfil the requirement for each specific tasks and undertake the tasks that include, but are not limited to the following:

- Census of all pigs owned by LFFS (piggery)farmers disaggregated by district, sector, as well animal characteristics: pig breeds including Landrace, Pietrain, Duroc, Largewhite, Local and its gender (gilts, sows, boars, barrows, piglets).
- Census of all chickens owned by LFFS (poultry) farmers disaggregated by district, sector, as well animal characteristics: broilers, layers, dual purpose, local, its gender, chicks etc.
- Collect data on eggs production per LFFS poultry (and create a trend of production of eggs produced per day to get a monthly aggregate).
- Collect data on farmer's knowledge in expense and income management as well as the profit.
- Collect data on amount of money earned by LFFS: by individual farmer; groups or cooperatives through sold productions (eggs, chickens, pigs).
- Determine number/percent of LFFS members who may purchasing or affording the commercial animal feed, Animal feed source and cost.
- Feeding handling (Quantities per day)
- Selling prices of poultry and piggery products, and availability of market for famers
- Establish the picture of before and after of LFFS farmers in line with project support (number of animal and practices)
- Gathering data of farmers (direct and indirect beneficiaries) who are benefiting the LFFS extensions services disaggregated by Gender, districts and value chains, thus a project is expecting that at least 12,000 chicken and pork producers' to be reached
- Disease's handling including (Biosecurity measures used, frequent diseases and how they were treated)
- Access and availability of animal health, services (diagnostics, vets,
- Determine number of pig or chickens shared through farmers PASS ON, disaggregated per animal, district.
- Aggregated number of formed LFFS groups and its members disaggregated by gender, ubudehe, age, occupation, active and non-active members.

- Collect information on number of/mapping of groups and cooperative formed, selling point and ibimina-saving groups created by farmers and its earning or saving, income per month, number of members disaggregated by gender etc.
- Current challenges, risk and mitigation measures among LFFS farmers
- Collect information on animal insurance coverage
- Produced at least 4 cases studies, significant of changes (poultry-2 and piggery-2) to show best practices, what is working differently across the project targeted districts, including feedbacks, quotes of farmers and local authorities) (Developed success story or learning story documents using an agreed style, template and format).

Role of PRISM Enabel Team (Input from the client)

- Provide all relevant project related information
- Support consultant to identify beneficiaries, partners etc.
- Review and approve the study materials
- Assist in arranging data collection other research approach, as per the approved workplan;
- Provide supportive supervisor during field activities for quality checks.

4.6. MINIMUM REQUIRED PROFILE (to be used for the selection stage)

4.6.1. Required profile for the consultant firm

- 5 years of Experience in conducting research, monitoring and evaluation assignments (with at least 3 similar assignments with a proof in form of 3 certificates)
- Proven work experience in working with farmers (commercial oriented livestock's business)
- Proven work experience in using statistical software for data analysis and reporting (ability to create infographics, fact sheets as well ability to present a clear graphs and chats) – with at least 2 similar project, proven by 2 related certificates)

Note that, If the bidder is an individual consultant, the required profile for the consulting firm (on point 4.6.1.) should also be met by this consultant.

4.6.2. Required profile for the Key consultant - Principal Researcher

- A minimum Bachelor degree, preferably in Research methods, Agricultural economics, Statistics, Project Management or Development studies or equivalent field (related degree certificates to be provided).
- Not less than 5 years of experience in conducting research, monitoring and evaluation assignments (with at least 5 similar assignments with a proof in form of 5 certificates)
- Proven work experience in working with farmers (commercial oriented livestock's business)
- Proven working experience or accreditation in using statistical software for data analysis and reporting (ability to create infographics, fact sheets as well ability to present a clear graphs and charts) - with proof in form of at least 2 certificates of good completion).

4.7. DELIVERABLES AND PAYMENT MODALITIES

Deliverables for this specific assignment as below:

- **Deliverable 1:** An inception reports including a detailed proposed study methodology, submission of data collection tools, work plan for review and approval by project team (10%).
- **Deliverable 2:** Presentation of the Draft report of the study for the comments, submission of study materials and Final report produced (5 hard copies in form of booklets). (60%)
- **Deliverable 3:** PPT and presentation of the finding in Q4 Stakeholders workshop in June 2022 or partner meeting (30%).

4.8. PAYMENT PROCEDURES

This assignment is deliverable -based. This means payment shall be upon submission of each set of deliverables for the agreed number of expected days.

4.9. LOGISTICAL ARRANGEMENTS

Transportation costs for field activities/administrative costs to the execution of the assignment are to be borne by the consultant /Consulting Firm.

4.10. REPORTING MODALITIES

The researcher- consultant will undertake the assignment and regularly write a progress report to Enabel as requested. In cases where the required expectation level is not met by the consultant, the Enabel PRISM project Intervention Manager, upon consultation with the

contract Manager, will inform the consultant and certain instructions to successfully and appropriately accomplish the deliverables.

4.11. CONTRACT MANAGEMENT

Reporting to the PRISM Enabel **Result Monitoring and Knowledge Management officer (RM&KM), Bernard Habimana**, who is designated Contract Manager, whose email addresses, bernard.habimana@enabel.be and Intervention Manager will oversee the assignment under an agreed work plan and its deliverables.

4.12. EXPECTED DURATION OF THE CONTRACT

This contract begins upon award notification to cover a period of 3 months, (estimatively June, July and closed out in August 2022), based on the agreed timeline and deliverables of the assignment.

5 Service performance conditions

5.1 General remarks

Except when specified otherwise in the order or any related contractual document of the contracting authority, these conditions apply to public contracts for services awarded in the name and on behalf of Enabel (contracting authority).

5.2 Subcontracting

The service provider may, under their sole responsibility, call upon subcontractors for certain components of this contract. Subcontracting is under the sole responsibility of the service provider and does in no way discharge the service provider of performance obligations under the contract vis-à-vis the contracting authority, which recognises no legal relation with subcontracting third parties.

5.3 Cession

One contracting party may not cede its rights and relinquish its obligations resulting from the order to a third party, without having obtained in advance the written approval of the other party.

5.4 Conformity of performance

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

5.5 Execution modalities

The start date, the performance deadlines agreed as well as the instructions about the performance place must be strictly observed.

Any exceeding of the performance deadline and this for whatever reason shall result as of right and by the expiry of the deadline in the application of a fine for late performance of 0.07% of the amount of the order per commenced week of delay. This fine is limited to a maximum of 10% of the total amount of the order.

In the event of excessive delay or other non-performance, the contracting authority can terminate the public contract and launch another request for price quote and have the services delivered by another provider. Any possible extra cost shall be borne by the defaulting service provider.

Any costs to which the contracting authority would be exposed and attributable to the defaulting service provider are borne by the latter and deducted from amounts owed.

5.6 Acceptance of services

The service provider delivers only services that have no apparent and/or hidden defects and that correspond strictly to the Terms of Reference of this public contract and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice and the state of the art and for the purposes that the contracting authority has in mind, which the service provider knows or at least should know.

Acceptance of the services or final acceptance only takes place after the complete inspection by the contracting authority of the conformity services delivered. An acceptance reports confirms such acceptance.

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

The contracting authority disposes of a maximum verification term of thirty days starting on the end date of delivery of services to be accepted and to notify the result to the service provider.

5.7 Invoicing and payment

Invoices are established in one copy and respect the stipulations given in the Purchase Order.

The invoice will be sent to the address mentioned on the Purchase Order/request for prices.

Invoices in due form and not disputed are paid within 30 calendar days after acceptance.

5.8 VAT exemption

Depending on the Project's Specific Cooperation Agreement under which the services are delivered, Enabel may be (yes or no) exempt from paying local VAT for the services obtained.

For Belgian VAT, the place of service delivery is determining.

5.9 Insurance

The service provider is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of this contract, especially insurance covering 'civil liability' (minimum amount insured: EUR 1 250 000), 'work accidents' (minimum amount insured: EUR 35 000) and 'transport-related risks', and this for the whole period of the assignment.

The service provider will send the contracting authority, upon simple demand, a copy of the insurance policies taken out by the service provider and proof of regular payment of the premiums that are borne by him.

5.10 Intellectual property rights

The service provider integrally, definitively and exclusively and without any financial compensation on top of the price(s) quoted in his tender, cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the works that are protected by copyrights.

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the public contract.

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.

When the subject-matter of the services 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.

When the subject-matter of the services consists of the creation of a website, the contracting authority also acquires the right to register and protect the domain name created under the contract, unless otherwise stipulated in the procurement documents.

The service provider must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered.

The service provider must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, provided the service provider has the right to overview the defence and negotiations with a view to an amicable settlement.

5.11 Obligation of confidentiality

The service provider and its employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this public contract. This information may not under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, list this contract as a reference, provided that he indicates its status correctly (e.g. ‘in performance’) and that the contracting authority has not withdrawn this consent due to poor contract performance.

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the service provider gets hold of through this public contract remain the property of the contracting authority.

5.12 Deontological clauses

Any failure to comply with one or more of the deontological clauses given below may lead to the termination of this contract and to the exclusion of the service provider from other public contracts for Enabel.

For the duration of the contract, the service provider and his staff respect human rights and undertake not to go against political, cultural or religious customs of the country where services are delivered.

In accordance with Enabel’s Policy regarding sexual exploitation and abuse (add link to text), the service provider and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects implemented by Enabel and towards the 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. In application of Enabel’s Policy regarding sexual exploitation and abuse there will be zero tolerance towards any misconduct referred to in its Policy regarding sexual exploitation and abuse that could impact the professional credibility of the contracting parties.

Any attempt by a service provider to obtain confidential information, to make illicit agreements with competitors or to influence the contracting authority in any way will result in the rejection of his tender.

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 service provider 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 accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

5.13 Complaints management and competent courts

Only Belgian law applies to this public contract.

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

In case of litigation or divergence of opinion between the contracting authority and the service provider, the parties will consult each other to find a solution. Where needed, the service provider may request mediation via e-mail complaints@enabel.be cf. <https://www.enabel.be/content/complaints-management>

Any litigation about the orders and these contract conditions are the exclusive competence of the Brussels Courts.

6 Tender form to be signed by the tenderer

6.1 Identification form

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) ²			
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 ³	OTHER ⁴
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ⁵			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ⁶	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?	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION: CITY COUNTRY		
YES NO			

² As indicated on the official document.

³ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

⁴ Failing other identity documents: residence permit or diplomatic passport.

⁵ See table with corresponding denomination by country.

⁶ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

DATE	SIGNATURE
-------------	------------------

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-e591dcdfe19b>

OFFICIAL					NAME⁷
BUSINESS (if different)					NAME
ABBREVIATION					
LEGAL FORM					
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT	NGO⁸	YES	NO	
MAIN REGISTRATION NUMBER⁹					
SECONDARY REGISTRATION NUMBER (if applicable)					
PLACE OF MAIN REGISTRATION					
		CITY	COUNTRY		
DATE OF MAIN REGISTRATION					
		DD	MM	YYYY	
VAT NUMBER					
ADDRESS HEAD OFFICE					OF
POSTCODE	P.O. BOX	CITY			
COUNTRY	PHONE				
E-MAIL					
DATE		STAMP			
SIGNATURE OF AUTHORISED REPRESENTATIVE					

⁷ National denomination and its translation in EN or FR if existing.

⁸ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

⁹ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3 Public-law body¹⁰

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		NAME¹¹	
ABBREVIATION			
MAIN REGISTRATION NUMBER¹²			
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			

¹⁰ Public law body WITH LEGAL PERSONALITY, 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.).

¹¹ National denomination and its translation in EN or FR if existing.

¹² Registration number in the national register of the entity.

6.1.4 Subcontractors (if any)

Name and legal form	Address / Registered office	Regards

6.2 Tender form - Prices

ANNEX 2. FINANCIAL PROPOSAL

Do NOT change the “Financial offer”. Reservations are not permitted.

By submitting this tender the tenderer commits to performing this public contract in conformity with the terms of reference and performance conditions of this public contract and explicitly declares accepting all conditions listed in the request for a price quote and renounces any derogatory provisions such as his own general sales conditions. He/she commits to executing this public contract for the following lump-sum unit prices, in EUR Tax Inclusive (written in figures):

1. Expert Fees				
	Unit	Unit price* incl. WHT and VAT	Quantity	Total incl. WHT and VAT
Expert Fees (1)	Man-day	EUR	x	EUR
Sub-total				EUR
VAT 18%¹³				
Total expert fees VAT Inclusive				
2. Reimbursable costs (if applicable)				
International travel costs		EUR	x	EUR
Visa costs		EUR	x	EUR
GRAND TOTAL				€

DATE:	
AUTHORIZED SIGNATURE:	

Note:

- **EXPERT COST** including: fees, the per diems, accommodation costs, local travel costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract, Transport outside Kigali, Accommodation, and the applicable **Withholding taxes (WHT)**.
- **REIMBURSABLE COST:** Only International travel costs & Visa costs
- Enabel does not reimburse international travel days (if any).

¹³ For International bidders, a reverse VAT will be applicable

Certified true and sincere,
Done at, on

6.3 KYC DECLARATION

Declaration on honour – Grounds for exclusion

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 (or the end of the offence for 7°).

2. The tenderer which fails to fulfil his obligations relating to the **payment of 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**.

The following are considered serious professional misconduct, among others:

- 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 ;
- 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 within the meaning of Article 6 of the Law cannot be remedied by other, less intrusive measures;
6. **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. The tenderer nor one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for 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 United Nations, the lists can be consulted at the following address: :

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%A9sorier/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.

- 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.

Date

Place

Signature

6.4 Integrity Statement of the tenderers

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

Place

Signature

6.5 Annexes

6.5.1 GDPR clause (in case the service provider will process personal data)

Annex I: Example of contractual provisions: obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')

The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s) stipulated** in the contract;
2. Process the personal data only **on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal data** pursuant to this contract:
 - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - obtain necessary training in personal data protection;
5. Regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
6. **Subcontracting**

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the controller 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 controller disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

7. Information rights of data subjects

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be carried out. The formulation and format of this notification must be agreed with the controller prior to data collection.

8. Data subjects exercising their rights

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

9. Notification of personal data breaches

The subcontractor shall notify the controller of any personal data breach not later than [...] hours after becoming aware of it by means of [...]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe 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.

10. Assistance of the subcontractor in ensuring compliance by the controller of his obligations.

The subcontractor shall assist the controller in carrying out data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

11. Security measures

The subcontractor undertakes to implement the following security measures: [...]

12. Processing of data

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or
- sending back all personal data to the controller, or
- forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

13. Data Protection Officer

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

14. Register of categories of processing activities

The subcontractor declares keeping written records of all categories of processing activities carried out on behalf of the controller, including:

- The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
- The categories of processing carried out on behalf of the controller;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

15. Documentation

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

6.5.2 Declaration of objectivity and confidentiality

I, the undersigned, hereby declare that I agree to participate in the preparation of above-mentioned public contract. I hereby also confirm having read the available information regarding this public contract.

Furthermore, I undertake to assume my responsibilities in an honest and fair way. When taking part in the preparation of the procurement documents I will be objective and respect in all matters the principles of fair competition and impartiality, particularly by avoiding any clause or provision favouring a given product, producer, supplier, building contractor or service provider.

I undertake to keep any information and documents ('confidential information') which I am notified of or of which I become aware or which I will elaborate while preparing above-mentioned public contract in a safe and confidential manner and I undertake to use these only for the purpose of preparing this public contract and not to communicate them to any third party. Furthermore, I undertake to not conserve copies of written information and prototypes provided or help or associate myself with a [tenderer/applicant/candidate] under the framework of this public contract. I am well aware that in case of non-compliance I will be excluded from this public contract and that my tender/request/application may be rejected.

Finally, I undertake to not communicate confidential information to an employee or expert unless the latter has accepted signing this same declaration and to be subjected to its provisions.

Name

Signature

Date