



Request for price quote for Services

**“ELABORATION OF A PROJECT CONCEPT
NOTE FOR AFFORDABLE HOUSING IN
RWANDA - RWA19011-10080”**

Country: RWANDA

Navision code: RWA1901111

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1 Object of the request

Object of the request	
ELABORATION OF A PROJECT CONCEPT NOTE FOR AFFORDABLE HOUSING IN RWANDA	
ENABEL REFERENCES	RWA19011-10080

2 General implementation information

IMPLEMENTATION PERIOD:	These services are expected to have an overall contract duration of 1 month and a half, 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:	Name: Dr. HAKIZIMANA Jean Pierre Function: NTA-Private Sector Development Tel : +250 788304990/0788644955 Email: jeanpierre.hakizimana@enabel.be	
Payment:	No advance may be asked by the contractor and payments shall be made in installments upon approval of the deliverables (progress payment) as follow:	
	Deliverable N°	Deliverable description
		Report and payment Instalment
	1	Upon approval of inception report (the desk review on existing policies, strategies projects and instructions to conduct the situation analysis, and methodology to be used for accomplishing the assignment)
2	Upon approval of Draft a project concept note including the situation analysis, ongoing initiatives/models, possible options, financial models, de-risking mechanisms, missing links on the market and identified 3 to 5 potential financial institutions + presentation to the client for validation.	
3	Upon submission of final and approved project concept note	
		Install 1: 20% experts' costs + reimbursable up to date (if any)
		Install 2: 50% experts' costs + reimbursable up to date (if any)
		Install 3: 30% experts' costs + reimbursable up to date (if any)
Invoice(s) will mention the name of the project "UEDi Enabel "RWA19011-10080" and "Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise		

	<p>number 0264.814.354, RPM/RPR Brussels)”. Invoice(s) will be submitted and addressed to: Mr. Mattias PIANI, Intervention Manager; UEDi e-mail: mattias.piani@enabel.be 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 SIBOMA NA
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) 0788619693
E-MAIL:	<p>Evariste SIBOMANA: evariste.sibomana@enabel.be With Copy to emilieanne.umuraza@enabel.be</p>

INFORMATION REGARDING THE PROCEDURE		
Reception tenders:	Date:	12/04/2023 at 4:00 pm at the latest
	Place:	<p>The signed and dated original and “2 copies” will be sent in a sealed envelope with the subject: “Elaboration of a project concept note for affordable housing in Rwanda”, the tender documents number (RWA19011-10080) The identical soft copy MUST also be submitted in one or more PDF files on a USB stick.</p> <p>, The Attention of Mr. Evariste SIBOMANA, Contract Officer Tel: 0788619693</p>
Validity period of the tender:		90 days

3.1. Other Documents to be submitted.

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.

3.1.2. Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence¹** 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 **4th 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 certification¹** (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.

3.2. Qualitative selection

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

Technical aptitude of the firm and qualification and experience of key experts (minimum required profile the consulting firm and key experts (see point 4.5 of the Terms of reference “ToRs”)

3.2.1. List of the similar assignments

Bidder must provide in his bid the proven experience of at least 3 similar assignments to prove their work experience in software services for Monitoring and Evaluation. 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

At least 3 similar project to prove their work experience in development of housing policies proven by 3 related certificates.

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

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

3.2.2. Certificates of completion

For each of the listed projects (minimum 3), 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		60
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 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 date of output:	The required services, are expected to have a contract duration of one and a half months starting from one day after the reception of the notification letter
Date proposed by the tenderer:	NA

CONTACT PERSON AT ENABEL for performance	
NAME:	Dr. Jean Pierre HAKIZIMANA
FUNCTION:	NTA-Private Sector Development – UEDi
ADDRESS:	KN 67 Street, plot N° 10 SANLAM Towers, Wing A, 6th Floor Opposite St Michel Catholic Church B.P. 6089 KIYOVU
TEL.:	Tel : +250 788304990
E-MAIL:	Email: jeanpierre.hakizimana@enabel.be

TERMS OF REFERENCE FOR ELABORATION OF A PROJECT CONCEPT NOTE ON AFFORDABLE HOUSING IN RWANDA

4.1. Background

The general census report (2023) shows that Rwanda has a total population of 13,2 Million in 2022 with an annual growth rate of 2.3% since the last decade. The number of households rises to 3.3 million while the average household size is 4. The rural and urban residence stand at 72.1% and 27.9% respectively while the urbanization rate was expected to reach 35% by 2024.

Human settlement and affordable housing remain among the top priorities of the Government of Rwanda; A study by International Growth Center (IGC) estimates that around 310,000 houses are needed in Kigali City in the period from 2017 to 2032. Annually, this represents 18,000 new households in 2017 rising to 32,000 during 2032 and even more countrywide. The government's ambition to promote urbanization and access to affordable housing in Rwanda is reflected in numerous studies, strategies and policies adopted in recent years and other ongoing ones. The national housing policy (2015) provides an overarching guidance on spatial planning at the national, district, and city levels to achieve its vision "housing for all" that includes self-construction and home improvement. The policy seeks to address access to housing, resource efficiency, land, infrastructure, skills development, enhancement of the local construction industry, materials and technology, townscape and liveability, and public responsibility.

It is in this regard that since 2019, Enabel/UEDi supports the GoR to enhance economic infrastructure in the secondary cities of Musanze and Rubavu and satellite city of Rwamagana, support the MiR construction materials namely clay, stones, Bamboo, and agribyproduct value chains as well as skills development via TVET and workplace learning to support the youth, as well as support to the private sector companies active in these sectors.

Despite the existing policy framework and initiatives, the question on “What is the housing effective demand and supply by income categories” is yet to be answered. Thus, addressing the informal human settlement and bridging the large gap between formal housing supply and demand remains critical. It is estimated that at least 60 percent of houses in Kigali are in unplanned settlements with limited access to basic infrastructure and that almost 147,000 houses need to be replaced (according to current regulatory standards).

Therefore, it is worth reflecting on suitable housing supply chains, types of inclusive finance options for low- and middle-income earners, appropriate construction materials, related technologies, and corresponding housing typologies among other aspects for informed action.

With the above, Enabel in collaboration with Bio, AFD, AFR and BRD wants to pilot a project on affordable housing in Rwanda to address the challenges of urbanization and housing by demonstrating a cost- efficient and safe housing model in Rwanda.

4.2. Objective and scope of the assignment

4.1. Objective of the assignment

The general objective of the assignment is to elaborate an informed project concept note on affordable housing in Rwanda to stimulate discussion between Enabel and interested stakeholders for further project elaboration.

Specifically, the assignment aims at

- Conducting situational analysis on the policies, strategies, instructions, studies and projects on affordable housing in Rwanda, with a benchmarking of successful programs in the East Africa region.
- Extracting relevant information on Rwamagana and Bugesera population characteristics, their profile and needs in terms of affordable housing loans, from the affordable housing study conducted early 2023 on behalf of BRD
- Proposing the efficient affordable housing models appropriate for Rwanda context (low-carbon affordable housing typologies)
- Identify the missing links on the local/regional market in terms of material supply and skilled labor force presence in order to develop the private sector
- Proposing the financial models and de-risking mechanisms on housing loans provision with recommendations on technical and legal requirements to support communities and support the Rwandese banks to set-up such a program
- Identifying three to five potential private financial institutions to participate in project financing that could be interested by a specific support from DFIs to establish an affordable housing loan program targeting the low-income

households, while setting-up the modalities of such a program to be submitted to potential DFIs (Bio Invest and AFD being pre-identified)

4.2. Scope of the assignment

The assignment will be carried out in Rwanda on affordable housing sector in Rwanda. The assignment will be for maximum 25-man-days and is expected to be completed in One and half calendar months, that is to say from end April to mid-June 2023. The assignment activities and duration are as follows:

#	Activities	Duration (max man days)
1	Inception report. It will comprise the desk review on existing policies, strategies projects and instructions to conduct the situation analysis, , and methodology to be used for accomplishing the assignment.	4
2	Field data collection: This includes exploiting ongoing studies, models and initiatives, meeting key stakeholders and financial institutions, around the housing and affordable housing in Rwanda to inform the future affordable housing project	12
3	Draft a project concept note including the situation analysis, ongoing initiatives/models, possible options, financial models, de-risking mechanisms, missing links on the market and identified 3 to 5 potential financial institutions + presentation to the client for validation.	5
4	Submit the final and approved project concept note	4

4.3. Key deliverables

- a) Inception report including the situational analysis and work methodology.
- b) Field data collection on ongoing initiatives, relevant stakeholders including potential financial institutions and relevant stakeholders
- c) Draft project concept note including situational analysis, efficient housing model options, market analysis, de-risking and proposal of the most potential financing institutions (3 to 5).
- d) Final concept note.

4.4. Reporting and supervision

The contract managers are the IM Urbanisation from Enabel represented through the Private Sector Development Advisor and Engineer in charge of urban planning at Enabel.

4.5. Minimum required Profile of the firm and key experts (For THE SELECTION STAGE)

4.5.1. Minimum required profile for the Company/consulting firm

The consultant firm should have the following profile:

- At least 7 years of general experience with urbanization, housing, and or affordable housing sectors;
- At least 3 similar assignments on housing policy, studies or with proof in the form of certificates of good completion;
- Experience in Africa and Rwanda will be an added advantage.

4.5.2. Minimum required profile for key Experts

a. Expert 1 (Team leader)

The team leader must be knowledgeable and have experience in housing designs, architecture, understanding the construction materials, housing typology and related cost-effectiveness. The following profile is required:

- Holding at least a master's degree in architecture, civil engineering, or equivalent field.
- Having proven experience of minimum three (5) years in affordable house/real estate, housing design, or human settlement development and/ or house financing
- Having experience of working in Africa and sub-Saharan Africa in particular with the above fields of activities (affordable house/real estate, housing design, or human settlement development and/ or house financing), with at least two (2) years in Rwanda.
- Capacity to elaborate the reports and scientific work, with at least one sample of report already elaborated
- Fluency in English (Knowledge of French would be a plus)

b. Expert 2 (Socio-economist)

The expert two must have experience and good understanding the housing challenges and of socioeconomic dynamics namely, cost-effectiveness, acceptability and alternative solutions related to human settlement and housing in Rwanda context. The following profile is required:

- Holding at least a master's degree in economist, sociology or socio-economy development studies or equivalent field,
- Having experience of minimum 5 years of relevant professional experience on the affordable housing related assignments namely contribution on design, financing or management

- Having performed at least two assignments in technical advisory, feasibility studies, policy/strategy design or support in human settlement, housing financing or other related sectors
- Fluency in English or French and Kinyarwanda is a plus

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 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)
YES NO	VAT NUMBER
	REGISTRATION NUMBER
	PLACE OF REGISTRATION:
	CITY
	COUNTRY
DATE	SIGNATURE

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.

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		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.

6.2. Subcontractors (if any)

Name and legal form	Address / Registered office	Regards

6.3. Financial identification Form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹³	
IBAN/ACCOUNT NUMBER ¹⁴	
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		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹³ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

¹⁴ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.4. 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	Quantity	Total incl. WHT
Expert Fees (1)	Man-day	EUR	x	EUR
Expert Fees (2)	Man-day	EUR	x	EUR
Sub-total				EUR
VAT 18%¹⁵				
Total expert fees WHT and VAT Inclusive				
2. Remboursable 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).

Certified true and sincere,

Done at, on

¹⁵ For International bidders, a reverse VAT will be applicable

6.5. 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%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.

- 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

6.6. 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

6.7. Annexes

6.7.1. 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')
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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.

6.7.2. 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