



Tender Specifications

BDI23002-10010

Services procurement contract for « **Hiring a service provider to conduct fish biodiversity and fisheries monitoring across the Kipili Archipelago on Lake Tanganyika in Tanzania** »

Direct Negotiated Procedure with Prior Publication

Navision code: **BDI2300211**

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1 General provisions

1.1 Derogations from the General Implementing Rules

Section 4, '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

In the present CSC, it is derogated to article 26 (bond) of the General implementing Rules-GIR - (AR of 14.01.2013). (only if the GIR are fully applicable).

1.2 Contracting authority

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

For this procurement contract, Enabel is represented by **David LEYSENS, Country Manager for Enabel Burundi**.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

The following initiatives are also guiding Enabel in its operations. We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

⁴ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the procurement contract

The following, among other things, applies to this public procurement contract:

- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts.
- <<Others All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- << [local legislation with regards to sexual harassment at the workplace or equivalent];
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC;
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

• ⁸ Belgian Official Gazette 27 June 2017.

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

Considering article 14, §2, 1° of the law of June 17, 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the law.

The nature of the contract in question is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal "e-Procurement" platform. The technical characteristics may therefore be discriminatory and may restrict economic operators' access to the award procedure, particularly as regards the speed and quality of the Internet connection, and the quality of the electricity transmission network.

What's more, the particular forms of electronic signature envisaged by this platform are not yet compatible with the ICT in general use.

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the procurement contract is awarded;

The contracting authority: Enabel, represented by **David LEYSSENS, Country Manager for Enabel Burundi**;

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

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

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

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

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

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

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public work;

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

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

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements;

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

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

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

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

- 1.7.1 Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.
- 1.7.2 For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour;
- 1.7.3 In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy;
- 1.7.4 Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender;
- 1.7.5 Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank;
- 1.7.6 The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds;
- 1.7.7 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.

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract.

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the performance of « **Hiring a service provider to conduct fish biodiversity and fisheries monitoring across the Kipili Archipelago on Lake Tanganyika in Tanzania** », in conformity with the conditions of these Tender Specifications.

2.3 Lots⁹

The contract consists of one (1) lot forming an indivisible whole. A bid for part of a lot is inadmissible.

2.4 Items

The procurement contract consists of the following items: **(inventory form) and see terms of reference.**

These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

2.5 Term of the procurement contract¹⁰

Fixed term

The procurement contract starts **one (1) day after award notification and one (1) year (12 months)**, including the duration of the process of validation of reports.

2.6 Variants ♣

Variants are not permitted.

2.7 Option

Options are not permitted.

2.8 Quantity

(Art. 57 of the Law)

Quantities are indicated in the inventory form of these tender specifications, part 6 of these tender specifications.

⁹ For contracts of an amount equal to or greater than € 144 000 excl. VAT, the contracting authority is obliged to consider dividing the contract into lots unless a valid reason is given in the procurement documents.

¹⁰ Please note: term of the procurement contract not to be confused with performance period.

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3 Subject-matter and scope of the procurement contract

3.1 Award procedure

Direct Negotiated Procedure with Prior Publication in application of Article 41 of the Law of 17 June 2016.

3.2 Publication

(Articles 91, 8 - 24 Royal Decree Award)

3.2.1 Official publication

This procurement contract is officially advertised in **the Belgian Public Tender bulletin**.

3.2.2 Further notification

These Tender Specifications are published on **the Enabel website (www.enabel.be)**, **and on the OECD website¹¹**.

3.3 Information

The awarding of this procurement contract is coordinated by the **Contractualization Unit**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service.

Tenderers (prospective) are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until **10 days** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to mp.bdi@enabel.be and they will be answered in the order received.

The complete overview of questions asked will be available at Enabel web site: www.enabel.be at later at later than **27th May 2025**.

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

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

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

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

¹¹ If the estimated value of the procurement contract exceeds €150 000.

3.4 Tender

3.4.1 Data to be included in the tender

The tenderer must use the tender form in annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

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

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

3.4.2 Period the tender is valid

The tenderers are bound by their tender for a period of **90 days** from the deadline for the receipt date.

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

3.4.3 Determination of prices

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

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed. In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.4.3.1 Elements included in the price

(Art. 32 §3 Royal Decree 18.04.2017)

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the **exception of the value-added tax**.

The following are in particular included in the prices:

- The administrative management and secretariat;
- Travel, transportation and insurance;
- Documentation pertaining to the services;
- The delivery of documents or of pieces related to the performance;
- The packaging;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;
- Acceptance costs. << to be specified

Air tickets for international travel will be paid by Enabel on presentation of the invoice.

3.4.4 How to submit tenders?

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

Tenderers shall submit their bids no later than **6th June 2025 at 10H00 from Bujumbura (GMT+2)** as follows:

- **One original copy of the completed tender will be submitted exclusively at: mp.bdi@enabel.be;**
- The server can only **receive a maximum size of 15MB at a time**. In the event of a large bid, it may be submitted in two (2) separate e-mails, i.e. a maximum total of 30MB;
- The awarding authority reserves the right not to consider any e-mail referring to a download site such as WeTransfer or similar;
- The documents must be in a .pdf or equivalent format;
- If you send your offer and do not receive an automatic acknowledgement of receipt, please contact abdoulaye.keita@enabel.be

Any tender must arrive before the final submission date and time. Tenders that arrive late will not be accepted¹².

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

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

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

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

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent.

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

The withdrawal must be pure and simple.

When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.6 Opening of Tenders

The tenders must be in the possession of the contracting authority before **6th June 2025**. The tenders will be opened behind closed doors.

Late bids will not be accepted.

¹² Article 83 of the Royal Decree Award

3.4.7 Selection of tenderers

Articles 66 – 80 of the Law; Articles 59 to 74 Royal Decree Award

3.4.7.1 Exclusion grounds

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

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

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

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

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

3.4.7.2 Selection criteria

Article 71 of the Law and Articles 65 to 74 of the Royal Decree of 18.04.2017

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

3.4.7.3 Overview of the procedure

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

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

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

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. **Maximum 3 tenderers** may be included in the shortlist.

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

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

3.4.7.4 Award criteria♣

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

1) Price: 30 points

The service provider should submit a well-detailed financial proposal that is aligned with the work plan contained in the technical proposal.

Each tenderer shall quote a fixed total price (not a percentage). The bid offering the lowest evaluated price will receive the maximum score of 30 points.

Scoring Formula: **Bid X = (Lowest Price / Bid X Price) × 30**

All other offers will be scored proportionally using this formula

2) Proposition technique: 70 points

3.4.7.5 Final score

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

3.4.7.6 Awarding the procurement contract

Articles 41 and 81 of the Law

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

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

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

3.4.8 Concluding the procurement contract

Article 88 of the Royal Decree Award

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

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

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

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 Specific contractual conditions

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

These Tender Specifications derogate from Article 26 of the General Implementing Rules – GIR.

4.1 Managing official (Art. 11)

The managing official is **Mr Didier CADELLI, the Project Manager of TAKIWAMA Project**, e-mail: didier.cadelli@enabel.be

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

Art. 12/3 § 2 of the Royal Decree of 14 January 2013:

3° when this involves a service contract in a sector susceptible to fraud, the subcontracting chain may only have two levels at most, namely the contractor's direct subcontractor and the second level subcontractor.

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

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

4.3 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR

Insert point 1 or 2 depending on the public contract situation.

OPTION 1: PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole

purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

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

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

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

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

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

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [X] . Filling out and signing this annex is therefore a condition of regularity of the tender.

OPTION 2: PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

Given the public contract, it is to be considered that the contracting authority and the contractor will each be responsible, individually, for the processing.

L'adjudicateur s'engage à traiter les données à caractères personnel qui lui seront communiquées en réponse à cet appel d'offre avec le plus grand soin, conformément à la législation sur la protection des données personnelles (le Règlement général sur la protection des données, RGPD). Dans les cas où la loi belge du 30 juillet 2018 relative à la protection des personnes physiques à l'égard des traitements de données à caractère personnel contient des exigences plus strictes, l'adjudicateur agira conformément à cette législation.

4.5 Intellectual property (Art. 19 to 23)

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

4.6 Performance bond (Art. 25 to 33)

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

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

As a derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

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

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

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form https://finances.belgium.be/sites/default/files/O1_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

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

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

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

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

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

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

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

4.7 Conformity of performance (Art. 34)

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

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

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

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

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this contract, a price revision may only be applied for fluctuations in the salaries and social security contributions of the service provider's employees.

This price revision applies to both minus and plus amounts and may be applied at the request of the service provider or at the initiative of the Contracting Authority.

In the event of a request for a price revision, the latter will only be declared admissible if the increase or decrease in the price to be executed as a result of the request or if the request for a price revision amounts to at least 3% in relation to the price stated in the tender.

Prices are indexed on the basis of the harmonised consumer price index for miscellaneous goods and services - other services, available at <https://www.insbu.bi>

The following formula applies:

Indexed price year Y = $\frac{\text{Initial offer price} \times \text{index year Y}}{\text{Reference index}}$

Reference index = index for the month of the year in which the initial bids were received

Year Y index = index for the month of the reference index for year Y

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

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

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

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

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

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

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

4.8.4 Unforeseen circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited,

summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR, ...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed within a period that is to be expressed in calendar days, which the tenderer shall mention in his tender.

This period starts as from the day following the date on which the service provider received the contract conclusion notification letter.

Since the performance period is an award criterion, not including it in the tender will bring about the substantial irregularity of the tender.

All days are indistinguishably included in the period.

4.10.2 Place where the services must be performed and formalities (Art. 149)

The services will be performed at the following address: **in the Lake Tanganyika basin.**

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.12 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

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

4.13 Zero tolerance Sexual exploitation and abuse

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

4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement 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 the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting

authority will decide independently about the application and the amount of this fine.

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

4.14.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the procurement contract:

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

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

3° when he does not observe written orders, which are given in due form by the contracting authority.

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.14.3 Measures as of right (Art. 47 and 155)

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

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

§2 The measures as of right are:

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

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

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

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

4.15 End of the procurement contract

4.15.1 Acceptance of the services performed (Art. 64-65 and 156)

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

4.15.2 Acceptance costs

When drawing up his tender, the tenderer shall take into account the following costs acceptance.

4.15.3 Invoicing and payment of services (Art. 66 to 72 – 160)

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

TAKIWAMA Project

Bujumbura, Burundi

Lake Tanganyika Authority Building

South Kigobe, USA Road Nr 17

E-mail : didier.cadelli@enabel.be

Only services that have been performed correctly may be invoiced.

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

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

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

No advance may be asked by the contractor and the payment will be made after acceptance (final) of services delivery of the procurement contract.

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company

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

To the attention of Mrs Inge Janssens

rue Haute 147

1000 Brussels

Belgium

5 Terms of Reference

5.1 INTRODUCTION

The European Union funds under the Neighborhood, Development Cooperation and International Cooperation Instrument (CTR NDICI AFRICA/2024/700002167), through the secretariat of the Lake Tanganyika Authority, the Regional Program TAKIWAMA - Integrated water management in the Lake Tanganyika and Lake Kivu basin to the tune of € M31,000,000.

The general objective of the TAKIWAMA intervention is to promote fair use, share benefits, and mitigate common risks in preventing pollution of the transboundary waters of Lake Tanganyika and its basin.

The EU has mandated Enabel and GIZ to implement a €M 14 budget dedicated to developing an environmental and climate monitoring network for Lake Tanganyika and Kivu.

In addition to this budget, Wallonia is contributing €2 million to build two new environmental and climate monitoring centres in the southern part of Lake Tanganyika in Tanzania and Zambia.

These budgets will be allocated to create the technical and institutional conditions for basin organisations to benefit from an operational water monitoring and control tool. The acquisition and sharing of this data is an essential prerequisite for an integrated water resources management policy and good water governance (**A1** - A cross-border environmental monitoring system for the qualitative, quantitative and climatic aspects of the Lake Tanganyika and Lake Kivu basin is operational; **A2** - Simulation models and information on the state of the basin's resources and the effects of climate change are made available to the stakeholders; **A3** - Strategies and procedures for transboundary resource management are developed in the Tanganyika and Kivu lake basins; **A4** - Forums for inclusive dialogue and coordination with various stakeholders (authorities, transboundary basin organisations, civil society organisations, research institutions, development partners, etc.) are consolidated and extended.)

The Action is integral to the Team Europe Initiative (TEI) “*Transboundary Water Management in Africa*”. The IEE covers transboundary basins in Africa. Sub-basins currently targeted include (but are not limited to) basins and/or aquifers: Buzi-Pungwe-Save; Comoé; Congo-Oubangui-Sangha; Cuvelai-Etosha; Gambia; Jubba-Shabelle; Lake Albert; Lake Chad; Lake Kivu and Rusizi River; Lake Tanganyika; Lake Turkana; Lake Victoria; Limpopo and Chobe; Lower Tana; Mekrou; Niger; Nile; Okavango; Orange-Senqu; Senegal; Souss Massa Aquifer; Volta; Zambeze.

5.2 BACKGROUND AND RATIONALE

5.2.1 The TAKIWAMA Project

The general objective of this Action is to **improve biodiversity and human development in the Lake Tanganyika and Lake Kivu basins.**

The specific objectives of this Action are:

1. Improving the management of transboundary water resources in Lake Tanganyika and Lake Kivu.
2. Improve regional integration and the application of sustainable and inclusive economic practices in the Lake Tanganyika and Lake Kivu basin.

Result 1 - A transboundary environmental monitoring system for qualitative, quantitative and climatic aspects of the Lake Tanganyika and Lake Kivu basin is operational.

The planned activities are as follows.

Activity 1.1 - Final diagnosis and validation of the need to strengthen the laboratories and equipment supporting the monitoring system

Activity 1.2 - Supply of measuring station equipment, additional equipment and inputs for laboratories

Activity 1.3 - Validation of measurement protocols and laboratory training

Activity 1.4 - Development of the database, WEBGIS and Dashboard of the Cross-border Environmental Monitoring System

Activity 1.5 - Supervision and scientific support

Activity 1.6 - Exploring the financial sustainability of the monitoring system

Result 2 - Simulation models and information on the state of the basin's resources and the effects of climate change are made available to stakeholders.

The planned activities are as follows.

Activity 2.1 - Strengthening knowledge and exchanges

Activity 2.2 - Scientific mapping of lake parameters and environmental risks, simulation models and early warning systems

The 1.4.7 activity is dedicated explicitly to the microplastic baseline study, as follows:

A.1.4.7. Biodiversity monitoring in key biodiversity areas on Lake Tanganyika

In November 2023, the Lake Tanganyika Authority published the report on the Key Biodiversity Area (KBA) of Lake Tanganyika, which contains the justification for the delimitation of 22 KBA projects throughout the lake. The LTA Conference approved this report of Ministers in November 2023. The 22 selected KBA sites focus on the shores of the lake and incorporate unique features across the lake that collectively provide an adequate representation of the lake's vast biodiversity. As a result, the KBA sites are necessarily different from one another. This makes it difficult to monitor them in a way that allows comparisons between and within zones. Consequently, a fish biodiversity and catch monitoring protocol is needed to apply to all areas of the lake.

The results of these two monitoring approaches will be used to describe and assess the capacity of KBAs to conserve biodiversity and the effect of KBAs on the catches of fishermen from the surrounding communities.

Plans are underway to pilot-test these monitoring protocols in the south-eastern part of Lake Tanganyika, in Tanzania and/or Zambia in collaboration with TNC and TAFIRI.

5.2.2 Lake Tanganyika and its unique biodiversity

Dating back 12 million years, Lake Tanganyika (LT) is the oldest of Africa's Rift Valley Lakes, the second-largest freshwater body in the world by volume and depth, contains 17% of the world's freshwater, and forms part of the headwaters for the Congo River. As one of Earth's most intact large lakes, Lake Tanganyika is uniquely positioned among our planet's Great Lakes to maintain the ecological health essential to the plants, animals, and more than one million people that inhabit its 23.1-million-hectare (ha).

Situated in the biodiverse Albertine Rift, the basin hosts some of Africa's most iconic terrestrial and aquatic organisms, including 250 species of cichlids (fish), 98% of which are endemic and represent one of the most diverse extents of adaptive radiation in vertebrates globally. The Lake's nearshore waters¹³ exhibit its greatest diversity in fish and non-fish species and serve as a critical fish breeding habitat, akin to coral reefs in marine systems. Though a fraction of its surface, nearshore waters support over 280 species of fish and more than 400 species of invertebrates—many found nowhere else on Earth.

¹³ nearshore habitat is defined as lake habitat within 1 km of the shore

Across the four riparian nations (Tanzania, Zambia, DRC, and Burundi), The Nature Conservancy (TNC) is working with a diverse range of stakeholders including communities and NGOs to strengthen and expand the geographic coverage of fisheries co-management institutions with the rights and tools to sustainably manage fisheries resources and support them to grow the network of community protected and conserved areas (CPCAs) as other effective area-based conservation measures (OECMs).

Working with IUCN, LTA, and regional researchers, TNC identified 29 nearshore ecologically critical areas across the lake that meet Key Biodiversity Area (KBA) criteria and thresholds and have practical potential for applying local and regional management and conservation strategies.

TNC worked with the LTA and the four riparian governments to [obtain recognition and approval of 22 freshwater KBAs in November 2023](#), with a mandate to support the conservation of 30% of the KBAs and other freshwater critical biodiversity habitats. Protecting KBAs, which often include critical fish breeding areas, will have an outsized impact on fisheries and biodiversity protection relative to their size. TNC's Lake Tanganyika Program has a portfolio of candidate KBAs targeted for protection to help meet this goal. One of the first sites on the Tanzanian lakeshore is the Kipili Archipelago.

The Tanzanian Government, through the Tanzania Fisheries Research Institute (TAFIRI) and the Nkasi District, has taken this further through a partnership with The Nature Conservancy (TNC), which aims to foster community-led management of the LT resources on a national and local level. TNC has supported the Nkasi District, TAFIRI and 34 local fishing communities in identifying and delineating community-protected and conserved areas (CPCAs) along the Tanzanian shoreline of LT to support larger-scale conservation initiatives. A participative approach was employed, focussing on using local fisher knowledge to decide on the location and scale of the FBAs to ensure they incorporated critical habitats important for breeding and/or nursery areas for juveniles before recruitment into the fishery. More recently, TAFIRI has provided the first baseline assessment of fish communities within and adjacent to these areas, providing valuable insight into the current state of resources and the potential contribution of each CPCA to overall conservation of ichthyofaunal biodiversity in Tanzania and LT.

5.3 OBJECTIVES, STUDY SITES, PERIOD AND DURATION OF THE STUDY

5.3.1 Rationale and justification

Kipili Archipelago is located within the lake on the southeastern shoreline of Lake Tanganyika in Tanzania. The KBA includes Nkondwe, Kamaba, Mwile, Mvuna, Lupita, Uwile and Manda Kerege Islands. The most common habitat in the KBA is rocky islands with large boulders. There are a few sandy shores at Manda Kerege, Mwile, and Mvuna Islands, and the mainland coastline is primarily sandy, with some reedy and rocky sections. However, there are many empty shells, making a large section of shell bed bottom that lies between the mainland and the surrounding islands.

The Kipili Archipelago is recognized by TNC's Lake Tanganyika Freshwater Atlas and the Tanzania Fisheries Research Institute for its high species richness for cichlids, mollusks, and total freshwater species. This includes range-restricted fish species threatened by the aquarium trade and at risk of global extinction if protections and improved management are not enacted. This KBA is important for a number of cichlid fishes, including *Lepidiolamprologus kamambae*, which is endemic to Kamamba Island, *Neolamprologus timidus*, for which the type locality is Mwile Island, *Julidochromis marksmithi* and

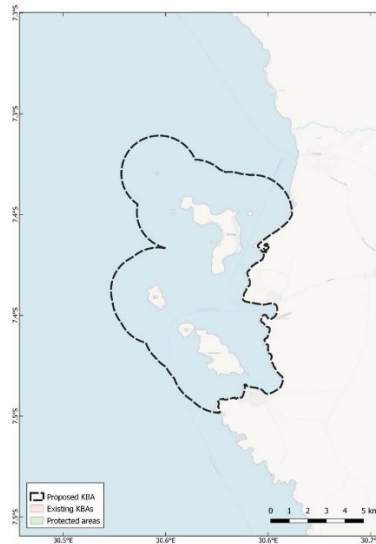


Figure 1: Kipili Archipelago KBA (TNC, 2023)

In 2022, TNC began working with Kipili-based NGO Sustain Lake Tanganyika (SLT) to transfer lessons from the longstanding Tuungane project in support of community-led fisheries protection and sustainable management in the Kipili Archipelago.

Over the last two years, TNC and SLT have established Beach Management Units (BMUs)¹⁴ and three Collaborative Fisheries Management Areas (CFMAs)¹⁵ with ten local communities across the Kipili Archipelago. These community institutions are the foundation for improving fisheries management as they are the government-recognized bodies eligible to secure devolved rights over local fisheries and freshwater resources.

The CFMAs (network of Beach Management Units) cover 9,844 ha of the Kipili Archipelago KBA (see map below).

¹⁴ BMUs are community-led institutions registered with the government with the legal right to manage their local fishery.

¹⁵ CFMAs are networks of BMUs located in the same ward that support collaboration in fisheries management, tracking of fisheries management plan implementation by BMUs, skills development, and peer-to-peer exchanges.



Figure 2: Network of community-protected and conserved areas across the Kipili Archipelago (TNC, 2025)

Within these CFMAs are 5,317 ha of community protected areas that consist of Fish Breeding Areas (no-take zones) and Temporary Closed Areas and 4,527 ha of improved fisheries management zones beyond the protected areas. Temporary Closed Areas are closed to fishing for three months at a time, followed by a 15-day period of regulated fishing requiring fishing permits and adhering to gear restrictions agreed upon by the local communities. TNC and partners worked with communities to facilitate district legal protection of the community fish reserves through local government recognition and demarcation of the areas with buoys to enforce fisheries restrictions.

Given that one of the aims of the TAKIWAMA project is to finance the construction of the Kipili environmental and climate monitoring centre for TAFIRI and that the biodiversity component will be associated with it.

Given the uniqueness of the Kipili Archipelago as an ecologically important freshwater habitat, the Belgian Development Agency, through the Tanganyika and Kivu Water Management Project (TAKIWAMA), wishes to work with a competent and experienced partner to advance fish biodiversity and fisheries monitoring.

The fish biodiversity and fisheries monitoring must be built on:

- A clear and common joint agreement between the lake-wide key partners (including LTA, TNC, ENABEL, FAO, FZS, WWF, etc.) on the purpose and objectives of biodiversity monitoring;
- Clearly identified locations to be monitored within the littoral and pelagic lake habitats of the network of protected and conserved areas across the Kipili Archipelago;
- A clear and agreed technical working definition of “biodiversity”;
- Key relevant indicators to be selected under a stepped process;
- The approach aims to be sustainable and able to operate over time, maintained by available institutional capacity;
- The approach is to be standardised for later replication lake-wide as required;

- The method that shifts to lower mortality sampling measures in light of future conservation objectives.

5.4 Objectives of the Study

The primary objectives of fish biodiversity and fisheries monitoring are to:

- 1) To establish and build a robust approach on a clear definition of biodiversity and the species and populations to be monitored;
- 2) Map the aquatic habitats indicative of the nearshore aquatic dominant habitats within the network of protected and conserved areas across the Kipili Archipelago (number and name if available) to ensure representative sampling of different habitats and ecological zones;
- 3) Develop an annotated species checklist of fish species present per habitat within the network of protected and conserved areas across the Kipili Archipelago;
- 4) Develop a straightforward methodology to measure “Diversity” as per the agreed definition and the units of measurement, for instance, for i) Fish species richness and ii) abundance.

For example, relative abundance of dominant fish species may be assessed via:

- Catch per Unit Effort (CPUE).
 - MaxN estimates.
 - Visual Counts.
 - Survey techniques
- 5) Develop a robust sampling framework - sample from the target community reserves, KBAs consistent plots to KBAs, and/or community fishing grounds/locations;
 - 6) Conduct a biodiversity assessment of the baseline status. Review the existing baseline data reports available to date and identify any gaps in the baseline datasets;
 - 7) Set targets per species/populations to be monitored over time (target projections made against baseline) and monitor status over a defined period, covering various seasons to account for temporal variations in fish populations and diversity.

5.3.2 Period and Duration of the Study

The study should be conducted in such a way as to start in August 2025, after the 3-months periode of the fishing interdiction.

The estimated duration of this assignment is one (1) year, including the duration of the process of validation of reports.

5.4 SCOPE OF THE ASSIGNMENT

5.4.1 General Framework

The Service provider will execute the tasks and generate deliverables required to achieve the 7 objectives of fish biodiversity and fisheries monitoring within the network of protected and conserved areas across the Kipili Archipelago. The study will focus on mapping aquatic habitats indicative of the main nearshore and pelagic lake habitats, assessing fish community diversity per main habitat by developing a comparative and annotated species checklist, and estimating relative abundance for the main fish species within the sites being monitored.

The scope of work involves a detailed and systematic evaluation of the ichthyofauna within the Kipili Archipelago.

The scope includes the following key components:

The Inception Phase:

- i. Design of the biodiversity monitoring objectives and methodology
 - Validate the consultancy assignment objectives via inception meetings with TAKIWAMA and TNC program teams and leads.
 - Comprehensive desk review of background documents.
 - Consultations with TAKIWAMA, TNC, and key stakeholders to facilitate the delivery of Objective 1.
 - Workplan design outlining the methodology, timeline, & activities to deliver the Objectives 2.
 - The draft Inception Report is concise at 15 pages, excluding annexes. It outlines the biodiversity objectives and targeted use and the work plan and methodology to deliver the assignment objectives.
 - Draft the Inception report and present it virtually to TAKIWAMA and TNC.
 - Final Inception Report approved.
- ii. Data Collection Phase
Field surveys
 - Conduct the site mapping
 - Conduct the field surveys and data collection.
 - Community and institutional engagement
 - Collaborate with local communities to incorporate traditional ecological knowledge and gain insights into historical and current fishing practices.
 - Partner with local research institutes and conservation organizations to leverage existing expertise and resources and to foster long-term cooperation and capacity building.
- iii. The Reporting Phase
 - Analyze data using advanced statistical and modeling techniques to identify trends, assess species diversity, and evaluate the health of fish populations.
 - Draft report submitted
 - Virtual slide presentation of draft report to TAKIWAMA and TNC (incorporate feedback and edits)
 - Final Report submitted
 - Presentation to stakeholders, including policymakers, conservationists, and the local community, to enhance their understanding of ichthyofauna conservation and sustainable fisheries management.

- iv. Capacity building and knowledge dissemination:
- Conduct workshops and training sessions for local stakeholders. Disseminate findings through policy briefs and community outreach programs to raise awareness and promote informed decision-making on designing and managing CPCAs on Lake Tanganyika.

5.4.2 Deliverable and planning

#	Description of the deliverable	Due date
1	Inception Report outlining field surveys plan and objective 1.	4 weeks after the commencement date
2	Securing research permits (ethical clearance from TAFIRI and research permit from COSTECH)	1 month after the commencement data
2	<p>The fish / Ichthyofaunal Biodiversity monitoring report including the following:</p> <ul style="list-style-type: none"> - GIS-based habitat maps of the Kipili Archipelago's conserved and protected areas. - fish community structure, including species composition and diversity metrics - Dataset and report on relative abundance estimates for key fish species. - Indicative fish size-frequency distribution graphs and analysis - Comprehensive annotated checklist of fish species in the Kipili Archipelago accounting for the following: <ul style="list-style-type: none"> ✓ Compiling all observed species with taxonomic verification. ✓ Cross-referencing with IUCN Red List and local fisheries data, specifically for rare and range-restricted cichlid populations targeted by the aquarium trade. 	5 months after the commencement date
3	Fisheries monitoring report through E-CAS and defined CPUE	12 months after the commencement data

5.4.3 Milestones & Payment Schedule

The tender shall submit payment requests based on completed milestones.

S/No	Milestone	Payment (%)	Trigger
1	Inception Report outlining field surveys plan and objective 1 and Securing research permits (ethical clearance from TAFIRI and research permit from COSTECH)	10%	Approval of Inception Report and clearance and research permit are available
2	The fish / Ichthyofaunal Biodiversity monitoring report	40%	Presentation and approval of the report
3	Fisheries monitoring report through E-CAS and defined CPUE	50%	Presentation and approval of the report

5.5 DOCUMENT TO SUBMIT AND CRITERIA AWARD

5.5.1 Technical proposal (70)

a) Understanding of the assignment (5)

This section will articulate what the bidder understands and is expected to do under this assignment. It will provide any comments on the assignment for the successful execution of activities regarding the objectives and expected results, thus demonstrating the degree of understanding of the assignment.

In this section, the service provider may express an opinion on the key issues related to achieving the objectives and expected results. An explanation of the risks and assumptions affecting the execution of the work.

b) Step-by-Step methodology (20)

The bidder shall submit a step-by-step methodology outlining the approach and methods to be used during the assignment's execution. The selected bidder shall present this step-by-step methodology to TAKIWAMA associates with TNC during the presentation of the inception report before commencing the fieldwork.

c) Work plan and delivery time (10)

The work plan (implementation plan), to be presented in the Gantt chart and vetted by TAKIWAMA, will consist of the following:

- Outlining the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, and milestones.
- Identifying and timing of significant milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in this statement of work

d) Team composition and experiences (25)

Criteria	Documents required
<p>The tenderer shall dispose of staff perform the contract properly.</p> <p>The tenderer shall include in his tender an overview of staff that will be used for the performance of the contract. In this document the tenderer lists the staff members' degrees as well as their professional qualifications and experience.</p> <p>In particular, the bidder must have the following personnel/25 pts:</p> <ol style="list-style-type: none"> 1. <u>Project Manager/5pts</u>: <ul style="list-style-type: none"> ▪ Qualifications: PhD in Ichthyology or Fisheries science. ▪ Experience: Minimum 10 years in project management related to aquatic ecosystems, with a focus on biodiversity assessments and fisheries management. ▪ Skills: Strong leadership, community engagement, and experience in developing monitoring frameworks. 2. <u>Ichthyologist/Fisheries Biologist/5pts</u>: <ul style="list-style-type: none"> ▪ Qualifications: MSc or PhD in Ichthyology, Fisheries science, or a related field. ▪ Experience: At least 5 years of field experience in freshwater fish biodiversity assessments, including catch assessment surveys and fisheries-dependent studies. ▪ Skills: Fish identification, taxonomy, statistical analysis, and experience with GIS for habitat mapping. 3. <u>Aquatic ecologist/5pts</u>: <ul style="list-style-type: none"> ▪ Qualifications: MSc in Aquatic ecology or environmental science. ▪ Experience: 5 years in aquatic ecosystem assessments, including water quality monitoring and habitat assessments. ▪ Skills: Knowledge of aquatic ecosystem services, experience with environmental impact assessments (EIA), and community resource use studies. 4. <u>Baited Remote Underwater Video (BRUV) specialist/pts</u>: <ul style="list-style-type: none"> ▪ Qualifications: MSc in Marine Biology, Ichthyology, or a related field. ▪ Experience: 3-5 years of experience in deploying and analyzing BRUV systems for fish and habitat assessments. ▪ Skills: Proficiency in underwater video analysis, species identification from video footage, and experience with remote sensing technologies. 5. <u>IT Specialist/5pts</u>: <ul style="list-style-type: none"> ▪ Qualifications: Bachelor's or Master's degree in Information Technology, Computer Science, or a related field. ▪ Experience: 3-5 years in IT support, with experience in managing electronic data collection systems and databases. ▪ Skills: Expertise in database management, electronic data collection tools, software development, and network security. 	<p>Each staff member must provide:</p> <ol style="list-style-type: none"> 1) a dated (updated) and signed curriculum vitae (a résumé)/1pt 2) a diploma in the field for which he is being recruited/1pt; 3) Number of years of experience of the expert is required: 3 points.

e) Knowledge transfer strategy (10)

This strategy should outline, from the onset, how the contractor will work with local researchers and enumerators to transfer knowledge and ensure biodiversity monitoring using the same protocols and methods in the long term.

Note:

The technical proposal shall not exceed 15 pages maximum (excluding reports and CVs).

5.5.2 Financial proposal (30)

The service provider should submit a well-detailed financial proposal that is aligned with the work plan contained in the technical proposal.

Each tenderer shall quote a fixed total price (not a percentage). The bid offering the lowest evaluated price will receive the maximum score of 30 points.

Scoring Formula: **$\text{Bid X} = (\text{Lowest Price} / \text{Bid X Price}) \times 30$**

All other offers will be scored proportionally using this formula

6 Forms

6.1 Identification forms

6.1.1 Natural person

To fill the form, please click here :

[https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c[lien])

I. PERSONAL DATA			
FAMILY NAME(S)①			
FIRST NAME(S)①			
DATE OF BIRTH			
JJ MM YYYY			
PLACE OF BIRTH (CITY, VILLAGE)		COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD		PASSPORT	DRIVING LICENCE② OTHER③
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER④			
PERMANENT PRIVATE ADDRESS			
POSTCODE		P.O. BOX	CITY
REGION ⑤		COUNTRY	
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA			If YES, please provide business data and attach copies of 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			
DATE		SIGNATURE	

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country.

⑤ To be completed with Region, State or Province by non-EU countries only, excluding EFTA and candidate countries.

6.1.2 Legal person entity private/public legal body

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>^[lien]

OFFICIAL NAME ②			
ABREVIATION			
MAIN REGISTRATION NUMBER③			
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			

- ① 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.).
- ② National denomination and its translation in EN or FR if existing.
- ③ Registration number in the national register of the entity.

6.1.3 Public law entity

To fill the form, please click here:

[https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd[lien])

OFFICIAL NAME^①			
BUSINESS NAME (if different)			
ABREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT		
	NOT FOR PROFIT	NGO^②	YES, NO
MAIN REGISTRATION NUMBER^③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
ADDRESS OF HEAD OFFICE			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

^① National denomination and its translation in EN or FR if existing.

^② NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

^③ Registration number in the national register of companies. See table with corresponding field denomination by country.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Object

6.2 Tender Forms – prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications **BDI23002-10010: Services procurement contract for « Hiring a service provider to conduct fish biodiversity and fisheries monitoring across the Kipili Archipelago on Lake Tanganyika in Tanzania »**, and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

EUR (in letters and numbers).

VAT percentage:%.

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

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

In order to correctly compare the tenders, the duly signed information or documents mentioned <<below or under point 'Overview of the documents to be submitted' must be attached to the tender.

In annex 6.2.1 the tenderer attaches the price inventories to his tender.

Certified true and sincere,

Handwritten original signature(s):

6.2.1 Price inventories

Activity	Consultant	Unit (days)	Rate (EUR)	Total (ex VAT)
BDI23002-10010 (12 months assignment)				
Biodiversity monitoring				
Initial site visit scoping	Principal	7		
First field trip preparation	Senior	5		
Biodiversity sampling plan development	Principal	4		
Training material development	Senior	5		
	Principal	2		
Biodiversity field trip				
Initial set up on site	Principal	5		
Initial training (BRUV deployment protocol, data management)	Principal	9		
Local partner field training attendance	TAKIWAMA/TAFIRI 3 x junior people	9		
Ongoing in field support	Senior	35		
Event training workshop and preparation	BRUV Specialist	10		
Local partner Event measure training attendance	TAKIWAMA/TAFIRI 3 x junior people	7		
Remote work				
Continued support following workshop	Senior	15		
Local partner image analysis	TAKIWAMA/TAFIRI 3 x junior people	90		
Reference image library development	Senior	10		
Selection of indicator species	Principal	3		
Image analysis (event Measure)	BRUV Specialist	90		
Video and Data hosting	Hosting	12		
Remote IT support	IT Specialist	24		
Video library curation	BRUV Specialist	30		
Data analysis QC	Principal	5		
Data analysis and review (end of phase 1)	Principal	15		
Subtotal Prof fees YEAR 1 Biodiversity				
CAS Monitoring				
eCAS form development	Principal	3		
Training material development	Senior	5		
Equipment procurement	Senior	2		
Training workshop Enumerators	Principal	8		
Training workshop Enumerators	Senior	8		
Field worker payments workshop	6 enumerators	60		
Field worker payments (10 days/month)	6 enumerators	720		
Ongoing field support QC	Senior	10		
Remote support	Principal	6		

	Senior	12		
Website development	Principal	15		
	Programming specialist	20		
Hosting	Hosting	12		
Website support (not design)	IT Specialist	12		
Data analysis and reporting	Principal	10		
Subtotal Prof fees Phase 1 CAS Monitoring				
TOTAL Biodiversity Monitoring and CAS Monitoring				

Technical mission and equipment			
Item	Units	Cost	Total (US\$)
YEAR 1			
BRUV Equipment			
Super 12 3mm	500		
SD cards	25		
GoPro Batteries	20		
GoPro Cameras	10		
GoPro Housings	14		
GoPro Chargers	5		
Stereo Frame	3		
Mono Frame	3		
HDD	8		
Event Measure	1		
Transect Measure	1		
CalSoftware	1		
CalCube	1		
Lowrance 7 inch	1		
DropCamera Frame	1		
Screen	6		
Total			
CAS Equipment			
Lenovo tablets	6		
Scales	6		
Measuring boards	6		
Stationery / bags etc	6		
Total			

Venue Hire (includes lunches etc for participants)			
Training BRUV software	10		
Training Enumerators	5		
Training data analysis (two workshops)	10		
Total			
Item	Units (Items or days)	Cost	Total EUR
Yeatt 2025/2026			
Field survey costs			
Flights and transfers	5		
Accommodation and food technical Team	80		
Total			
Grand total 2025/2026 assignment			

6.3 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

- 1) The tenderer or one of its 'directors [1]' was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation;
 - 2° corruption;
 - 3° fraud;
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence;
 - 5° money laundering or terrorist financing;
 - 6° child labour and other trafficking in human beings;
 - 7° employment of foreign citizens under illegal status;
 - 8° creating a shell company;
- 2) The counterparty 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 counterparty 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 counterparty who 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) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019;
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
- d. The counterparty 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 this information;
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also, failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

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

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

- 9) If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

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

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

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

Date

Location

Signature

6.4 Declaration of Integrity for Bidders

I/we, acting in my/our capacity as legal representative(s) of the aforementioned bidder, hereby declare the following:

- Neither the members of the administration, nor the employees, nor any person or legal entity with whom the bidder has entered into an agreement for the performance of the contract, may obtain or accept from a third party, for themselves or for any other person or legal entity, any appreciable monetary advantage (for example, gifts, gratuities, or benefits of any kind), directly or indirectly related to the activities of the person concerned on behalf of Enabel.
- The directors, employees, or their partners have no financial or other interests in companies, organizations, etc. that have a direct or indirect link with Enabel (which could, for example, lead to a conflict of interest).
- I/we have read the articles relating to the ethics of this public procurement contract (see 1.7.), as well as the Enabel Policy on Sexual Exploitation and Abuse and the Enabel Policy on Managing the Risks of Fraud and Corruption, and I/we declare that I fully subscribe to and comply with these articles.

Should the aforementioned contract be awarded to the bidder, I/we also declare that I/we agree with the following provisions:

- To avoid any perception of bias or collusion in the monitoring and control of contract performance, the contractor (i.e., members of the administration and employees) is strictly prohibited from offering, directly or indirectly, gifts, meals, or any other tangible or intangible benefit, regardless of its value, to Enabel staff members who are directly or indirectly involved in the monitoring and/or control of contract performance, regardless of their hierarchical rank.
- Any contract (public procurement) will be terminated if it becomes apparent that the award of the contract or its execution resulted in the receipt or offer of the aforementioned significant monetary benefits.
- Any failure to comply with one or more of the ethical clauses will result in the contractor's exclusion from this contract and other public procurement contracts for Enabel.

Finally, the bidder acknowledges that Enabel reserves the right to file a complaint with the competent judicial authorities should any facts be found to be contrary to this declaration, and that all administrative and other costs arising therefrom shall be borne by the bidder.

Date

Location

Signature

6.5 Selection file – economic and financial capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In one of the past three financial years the tenderer must have achieved a total turnover of at least EUR 200.000</p> <p>He shall include in his tender a statement on turnover during the three past financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).</p>	<p>Provide declarations of turnover for fiscal years 2022;2023 and 2024 to the competent entity in the bidder's country (OBR for Burundian bidder).</p>
<p>A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:</p> <ul style="list-style-type: none"> • Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect. • The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion. • (OPTIONAL) Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract. • (OPTIONAL) The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group. <p>Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.</p>	<p>Provide the same documents like as asked for the bidder to justify economic and financial capacity of those entities.</p>

6.6 Selection file – technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18.04.2017	
<p>The tenderer must show the following references of services delivered over the past three years (2022, 2023 and 2024).</p> <p>A list of two (2) similar works carried out in one of the ZCB of Lake Tanganyika (providing at least one technical report successfully completed in the last three years). For those contracts, required competencies are:</p> <ul style="list-style-type: none"> ▪ <u>Experience in fisheries and/or biodiversity monitoring</u>: proven track record in conducting biodiversity assessments, particularly in Lake Tanganyika; ▪ <u>Technical expertise</u>: knowledge in aquatic ecology, fisheries science, and environmental management; ▪ <u>Community and stakeholder engagement skills</u>: working with local communities and stakeholders to promote conservation efforts; ▪ <u>Data management proficiency</u>: experience with electronic data collection and analysis tools; ▪ Experience working with government research institutes with a preference for collaborating with TAFIRI, TNC or the FZS in the past five years for fisheries and/or biodiversity assessment in one of the Lake Tanganyika riparian countries. <p>The tenderer includes in his tender a list with the main services that have been delivered over the past three years including the amount and date as well as the public or private recipients. Service delivery is demonstrated by certificates drawn up or approved by the competent authority or, where the client was a private purchaser, by certification of the private purchaser, or by default, by a simple statement of the service provider.</p>	<p>The bidder must provide certificates of performance/services rendered or acceptance reports for similar contracts; or technical report successfully completed.</p>
<p>An indication of the proportion of the contract which the service provider intends possibly to subcontract.</p>	<p>The subcontractor must provide information on its economic and financial capacity and experience, depending on the tranche to be subcontracted.</p>

6.7 Overview of the documents to be submitted – to be completed exhaustively

For qualitative selection:

- Declaration of turnover for the last three years to the competent entity (the OBR for local suppliers);
- List of similar contracts already executed over the last three years;
- Certificates of proper execution or Acceptance Report; or technical report successfully completed.

For administrative and technical regularity:

- Completed and signed bidder identification forms;
- Written confirmation authorizing the representative to submit the bidder's application;
- Bidder's declaration of integrity completed and signed;
- Sworn statement - grounds for exclusion completed and signed;
- An indication of the portion of the contract that the supplier may intend to subcontract.

For award criteria:

- Tender form completed, signed and sealed;
- Price inventories completed, signed and sealed;
- For each staff member:
 - a dated (updated) and signed curriculum vitae (a resume);
 - a diploma in the field for which he is being recruited;
 - Attestations of services rendered or other proof of specific experiences (relating to assignments performed);
 - Technical proposal;
 - execution schedule.

6.8 Annexes

6.8.1 << GDPR clauses (in case of contractor who will process personal data

This annex is to be used if the tenderer is a sub-contractor in the sens of GDPR regulations, a natural or legal entity that processes personal data on behalf of Enabel.

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

AGREEMENT on the Processing of personal data (GDPR)

BETWEEN:

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

Represented by: [.....],

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

AND:

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

Represented by: [.....],

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

Hereinafter referred to as 'the contractor' or 'processor'.

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

Preamble

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

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

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

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

Article 1: Definitions

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

Article 2: Subject-matter of the Agreement

- 2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.
- 2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.
- 2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.
- 2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:
 - a) Personal data processing activities;
 - b) The categories of personal data processed;
 - c) The categories of stakeholders to which the personal data of the contracting authority’s relate;
 - d) The purpose of the processing.
- 2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.
- 2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.
- 2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

Article 3: Instructions of the contracting authority

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

Article 4: Assistance to the contracting authority

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

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

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

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

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

Article 5: Obligations of the contractor/processor

- 5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.
- 5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.
- 5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.
- 5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.
- 5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.
- 5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).
- 5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the obligations of this Agreement and ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.
- 5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

Article 6: Obligations of the contracting authority/controller

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

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

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

Article 7: Use of subsequent subcontractors/processors

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR¹⁶.
- 7.2. The contractor may engage another subcontractor (hereinafter, the ‘subsequent subcontractor’) for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The contracting authority disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.
- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GPDR and assures the rights of the data subject concerned.
- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

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

- 7.5. Where the subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of the subsequent subcontractor's obligations.

¹⁶ To be adapted in accordance with Tender Specifications.

- 7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

Article 8: Rights of the data subject concerned

- 8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.
- 8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:
- The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;
 - The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;
 - The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.
- 8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

Article 9: Security measures

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

- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

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

Article 11: Transfers to third parties

- 11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.

- 11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

Article 12: Transfer outside the EEA

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

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

Article 13: Behaviour towards national government and judicial authorities

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

Article 14: Intellectual property rights

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

Article 15: Confidentiality

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

Article 16: Liability

- 16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.
- 16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.
- 16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.
- 16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

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

Article 18: Mediation and competence

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

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

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name: [.....]

Name: [.....]

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor¹⁷

1. Processing activities carried out by the subcontractor

Subject matter of processing:

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

Duration of the processing:

Purpose of the processing:

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

- ☐ Personal identification data (e.g. name, address and telephone, etc.)
- ☐ Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- ☐ Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- ☐ Biometric identification data (e.g. fingerprints, iris scan, etc.)
- ☐ Copies of identity documents
- ☐ Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- ☐ Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- ☐ Physical data (e.g. height, weight, etc.)
- ☐ Habits of life
- ☐ Psychological data (e.g. personality, character, etc.)
- ☐ Family composition
- ☐ Leisure and interests
- ☐ Memberships
- ☐ Consumption habits
- ☐ Education and training

¹⁷ To be filled out by the contracting authority and the contractor.

- ☐ Career and occupation (e.g. function, title, etc.)
- ☐ Images/photos
- ☐ Sound recordings
- ☐ National Social Security Register Number/Identification Number
- ☐ Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- ☐ Other categories of data, <Describe>

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

- ☐ Special categories of personal data (Art. 9 GDPR)
 - Data revealing racial or ethnic origin
 - Data concerning sexual orientation
 - Political opinions
 - Trade union membership
 - Religious or philosophical beliefs
- ☐ Data concerning health (Art. 9 DGPR)
 - Physical health
 - Mental health
 - Risk situations and risk behaviours
 - Genetic data
 - Healthcare data
- ☐ Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
 - DNA data

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

- ☐ (Potential)/(former) clients

If yes, <describe>

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

If yes, <describe>

- ☐ (Potential)/(former) suppliers

If yes, <describe>

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

If yes, <describe>

- ☐ Other category

If yes, <describe>

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

<Describe>

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

<Describe>

7. Processing place

<Describe>

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

<Describe>

8. Use of subsequent subcontractors/processors:

<Describe>

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

Name:	
Title:	
Telephone number:	
E-mail:	
Name: ¹⁸	
Title:	
Telephone number:	
E-mail:	

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

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

¹⁸ Identify the person responsible of the project/department/other as appropriate

Annexe 2: Security of processing¹⁹

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.²⁰

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

These security measures comprise the following, among others:

- [Describe]

Merci de mettre ici l'annexe pour le cautionnement

¹⁹ To be filled out by contractor

²⁰ Consideration 81 of the GDPR