

Tender Specifications RWA23001-10007

Public service contract for

“Consultancy for a Feasibility Study, Digital Twin Development, and Detailed Design for Real-Time Water Network Monitoring for Water Quality and Leakages Detection in the Bugesera and Rwamagana Water Distribution Systems to Enhance Resource Management”

Direct Negotiated Procedure with Prior Publication

Country: RWANDA

Navision code: RWA2300111

CLIMURBA PROJECT

Table of contents

1	General provisions.....	5
1.1	Derogations from the General Implementing Rules.....	5
1.2	Contracting authority.....	5
1.3	Institutional setting of Enabel.....	5
1.4	Rules governing the procurement contract.....	6
1.5	Definitions.....	6
1.6	Processing of personal data by the contracting authority and confidentiality.....	8
1.6.1	Processing of personal data by the contracting authority.....	8
1.6.2	Confidentiality.....	8
1.7	Deontological obligations	8
1.8	Applicable law and competent courts	9
2	Subject-matter and scope of the procurement contract	10
2.1	Type of procurement contract.....	10
2.2	Subject-matter of the procurement contract	10
2.3	Lots.....	10
2.4	Items	10
2.5	Term of the procurement contract.....	10
2.6	Variants	10
2.7	Option	10
2.8	Quantity	10
3	Subject-matter and scope of the procurement contract	11
3.1	Award procedure	11
3.2	Publication	11
3.2.1	Official publication.....	11
3.2.2	Further notification	11
3.3	Information	11
3.4	Tender	12
3.4.1	Data to be included in the tender.....	12
3.4.2	Period the tender is valid	12
3.4.3	Determination of prices	12
3.4.3.1	Elements included in the price.....	12
3.4.4	How to submit tenders?	13
3.4.5	Change or withdrawal of a tender that has already been submitted.....	13
3.4.6	Opening of Tenders.....	14
3.4.7	Selection of tenderers.....	14

3.4.7.1	Exclusion grounds	14
3.4.7.2	Selection criteria	14
3.4.7.3	Overview of the procedure	14
3.4.7.4	Award criteria.....	15
3.4.7.5	Final score	16
3.4.7.6	Awarding the procurement contract	16
3.4.8	Concluding the procurement contract.....	16
4	Specific contractual conditions	17
4.1	Managing official (Art. 11)	17
4.2	Subcontractors (Art. 12 to 15)	17
4.3	Confidentiality (art. 18).....	18
4.4	Protection of personal data	18
4.4.1	Processing of personal data by the contracting authority	18
4.4.2	PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR	18
4.5	Intellectual property (Art. 19 to 23).....	19
4.6	Performance bond (Art. 25 to 33).....	19
4.7	Conformity of performance (Art. 34).....	21
4.8	Changes to the procurement contract (Art. 37 to 38/19)	21
4.8.1	Replacement of the contractor (Art. 38/3)	21
4.8.2	Adjusting the prices (Art. 38/7).....	21
4.8.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)	21
4.8.4	Unforeseen circumstances.....	22
4.9	Preliminary technical acceptance (Art. 42)	22
4.10	Performance modalities (Art. 146 et seq.).....	22
4.10.1	Deadlines and terms (Art. 147)	22
4.10.2	Place where the services must be performed and formalities (Art. 149).....	22
4.11	Inspection of the services (Art. 150).....	22
4.12	Liability of the service provider (Art. 152-153)	22
4.13	Zero tolerance Sexual exploitation and abuse.....	23
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155)	23
4.14.1	Failure of performance (Art. 44)	23
4.14.2	Fines for delay (Art. 46 and 154).....	23
4.14.3	Measures as of right (Art. 47 and 155)	24
4.15	End of the procurement contract	24
4.15.1	Acceptance of the services performed (Art. 64-65 and 156).....	24
4.15.2	Invoicing and payment of services (Art. 66 to 72 – 160)	24

4.16	Litigation (Art. 73)	26
5	Terms of Reference.....	27
5.1	BACKGROUND	27
5.2	GENERAL OBJECTIVES	28
5.3	SPECIFIC OBJECTIVES	28
5.4	METHODOLOGY AND APPROACH	28
✓	water network Assets inventory in the two districts	29
✓	Elevation and topology	29
✓	Water Demand data.....	29
✓	Validate pipe connectivity(topology) and existing pipes status (old, new pipes).....	29
5.5	DELIVERABLES	30
5.6	Minimum Required technical profile of the consulting firm and the proposed key experts (to be analyzed at selection stage)	31
5.7	Expected deliverables and timeline	34
5.8	MININFRA and WASAC Responsibilities.....	35
5.9	Reporting and supervision	36
6	Forms.....	37
6.1	Identification forms.....	37
6.1.1	Natural person	37
6.1.2	Legal person entity private/public legal body.....	38
6.1.3	Public law entity	39
6.1.4	Subcontractors (if applicable)	40
6.2	Tender Forms – prices.....	41
6.3	Financial identification.....	43
6.4	Declaration on honour – exclusion criteria.....	45
6.5	Integrity statement for the tenderers.....	47
6.6	Selection file – economic and financial capacity	48
7	DOCUMENT TO BE INCLUDED IN THE PROPOSAL/OFFER	49

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.

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).

This tender is organised by Enabel in Rwanda, acting under a mandate from the European Union to implement projects in health, agriculture, agroforestry, and urbanisation, thereby contributing to Rwanda's socio-economic development. All activities and commitments described in this document are undertaken within the framework of that mandate.

For the purpose of this procurement contract, Enabel is represented by Ms. Virginie HALLET, Country Director of Enabel in Rwanda, or, where applicable, by any other person duly mandated in accordance with Enabel's mandate structure to represent Enabel vis-à-vis third parties and to award public procurement contracts.

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 2003, 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

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>.

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

- In the field of environmental protection: The Climate Change Framework Convention 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.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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.

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>.

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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.

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

The contracting authority: Enabel, represented by the Country Director of Enabel in Rwanda any other person duly mandated in accordance with Enabel's mandate structure to represent Enabel vis-à-vis third parties;

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

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.

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.

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.

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.

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.

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.

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 a “*Feasibility Study, Digital Twin Development, and Detailed Design for Real-Time Water Network Monitoring for Water quality and Leakages Detection in the Bugesera and Rwamagana Water Distribution Systems to Enhance Resource Management*”, in conformity with the conditions of these Tender Specifications.

2.3 Lots

The procurement contract consists of a single, indivisible lot, as the services and components are interdependent and require seamless integration, consistent technical and quality standards, and single-point accountability in order to ensure efficiency, quality, and cost-effectiveness.

A tender for part of a lot is inadmissible.

2.4 Items

The procurement contract consists of one single item with the tasks described in the ToR (See also below **section 5 of the tender documents**).

These tasks are pooled and form one single procurement contract.

2.5 Term of the procurement contract⁹

The contract shall enter into force upon notification of the award decision and shall have an overall duration of eight (8) months. The total level of effort is estimated at a maximum of 110 Person- days (**See also art. 5.7**).

2.6 Variants

Variants are not permitted.

2.7 Option

Options are not permitted.

2.8 Quantity

Quantities (person days) are determined in the ToRs (**See section 5 of the tender specifications**).

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

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

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).

This procurement contract is officially published on the OECD website.

3.3 Information

The awarding of this procurement contract is coordinated by **Evariste SIBOMANA**, evariste.sibomana@enabel.be.

Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 10 calendar days before the final date for receipt of the tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract.

Questions will be in writing to:

Mr. Evariste SIBOMANA

(evariste.sibomana@enabel.be)

with copy to

Mr. Gaspard Nelson HABİYAREMYE

(gaspard.habiyaremye@enabel.be)

and

Mr. Réal NIMPAGARITSE

(real.nimpagaritse@enabel.be)

and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above at the latest 7 days before the deadline for submission of bids

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. To be able to submit a tender in full knowledge of the facts, the tenderer may visit the website.

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.

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 120 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 (**see also below art. 6.2 – Price Form**).

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

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services.

The following are in particular included in the prices (non-exhaustive list):

- Expert cost including: fees, the per diems, accommodation costs, local transport costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material and logistics expenses needed to perform the present contract, where applicable, the

measures imposed by occupational safety and worker health legislation, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract, and the applicable Withholding taxes.

- Reimbursable Costs: (paid based upon presentation of justification documents, up to the maximum budget set and accepted in financial proposal): only international travel costs and visa costs (if any) are accepted as reimbursable costs.
- International travel days are not reimbursed by Enabel.

3.4.4 How to submit tenders?

The tenderer may only submit one tender only as follows:

- ❖ **The tender will be drawn up in 3 copies, one of them being the original and two copies.**
- ❖ **Soft Copy (Exactly identical to the hard copy) must be submitted in one or more PDF files on a USB stick. Bidders who do not submit the required copies (hard and the soft copies), might be rejected.**

The tender and all accompanying documents have to be numbered and signed (original hand-written signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document.

The representative of the bidder must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning:

“TENDER RWA23001-10007”

The tender must be **received before 05/03/2026 at 04:00 PM Kigali time.**

It must be sent to:

Mr. Réal NIMPAGARITSE
ECA - Enabel in Rwanda
Belgian agency for international cooperation
KN 67 Street, plot N° 10 SORAS Towers,
Wing A, 6th Floor Opposite St Michel Catholic Church
B.P. 6089 KIIYOVU

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted¹⁰.

Attention: the bids sent by email will be rejected!

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.

¹⁰ Article 83 of the Royal Decree Award

The withdrawal may also be communicated by 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 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 tender must be in the possession of the contracting authority before the final submission date and time **specified in point 3.4.4**. The tenders will be opened behind closed doors.

3.4.7 Selection of tenderers

3.4.7.1 Exclusion grounds

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

Moreover, by means of the documents requested in the 'Selection file (see points 5.6, 6.6.), 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.

The minimum required profile for the consulting firm and keys experts will be analysed at the selection stage.

The bidders who will not meet the minimum technical requirements will not be selected for the award stage.

3.4.7.3 Overview of the procedure

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.

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. The Contracting Authority may decide to include a maximum of three 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 BAFO that it finds to be most advantageous, taking account of the following criteria:

a. Technical proposal 70%

Technical proposal will be evaluated based on the following criterion and scoring:

Criteria N°	Criteria for methodology evaluation	Maximum score
1	Detailed Methodology: <ul style="list-style-type: none"> a. Adequacy and relevance of the proposed methodological approach including the details on how all activities and sub-activities will be performed, and overall strategy to be used for the implementation of the assignments and methods to be used Max 25 pts, b. Tools (software and hardware) proposed to develop, install and operate the water network monitoring system/model and and associated Minimum Viable system (MVS), ensuring compatibility with the existing systems of WASAC. The evaluation will in particular consider: <ul style="list-style-type: none"> - The suitability of the proposed software and hardware tools for water network monitoring and modelling; - The clarity and completeness of the data sets as well as the proposed approach for data collection, validation and quality control; - The relevance of the techniques and methodologies proposed to establish and calibrate the water network monitoring model; - The feasibility and scalability of the proposed Minimum Viable System prototype, including the robustness of the proposed integration and interoperability approach with existing enterprise systems (SCADA/GIS/ERP/,...) (Max 15 pts) c. Relevant Risk assessment and related mitigation measures Max 5 pts 	45
2	Adequacy and relevance of work plan & timetable of activities/ sub-activity and work distribution between the team members: <ul style="list-style-type: none"> a. Detailed Work plan & timetable of activities Max 10 pts. b. Relevant work distribution with clear tasks between the team members Max 15pts 	25
	TOTAL	70

a) Price: 30%

The lowest price will get the maximum point. With regards to the 'price' criterion, the following formula will be used:

$$\text{Score of Bid A} = \frac{\text{amount of lowest bid price} \times 30}{\text{Bid price A}}$$

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

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

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 do not derogate from Art.25-33 of the General Implementing Rules.

4.1 Managing official (Art. 11)

The managing official is **Mr. Gaspard Nelson HABİYAREMYE, GIS & Smart City Expert, e-mail: gaspard.habiyaremye@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.

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

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).

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.

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

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

4.6 Performance bond (Art. 25 to 33)

The performance bond is set at 5 % of the total value, excluding VAT, of 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 (Bank Guarantee).

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.

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/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcck@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.

Ideally, the performance bond shall not have an expiry date. However, the Contracting Authority may accept a performance bond with an expiry date. In such cases, the contractor shall ensure that the performance bond is renewed as necessary in order to ensure continuous coverage of the entire contractual term.

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 works, supplies and 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 procurement contract, price reviews are not permitted.

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

The contracting authority reserves the right to suspend the performance of the 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)

See art. 2.5 above.

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

The specific sites and locations of intervention will be defined and confirmed during the inception meeting, based on the agreed implementation approach and operational needs.

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

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

Mr. Mattias PIANI – Mattias.piani@enabel.be – Project Manager Enabel-Urbanization Project with copy to Mr. Gaspard Nelson HABİYAREMYE (gaspard.habiyaremye@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.

No advance may be asked by the contractor.

Payments may be made in instalments (progress payments) as follow:

No	Deliverable	Payment Modality	
1	<u>Upon Approval of the inception report</u> outlining: <ul style="list-style-type: none"> ➤ Detailed approach & methodology ➤ Detailed work plan including activities and sub activities ➤ Tools to be used ➤ List of data to be collected/gathered, data formats and related data collection/gathering; processing approach 	1 st Instalment	10% expert fees
2	<u>Upon approval of baseline assessment report</u> outlining: <ul style="list-style-type: none"> ➤ overview of the existing water distribution systems in Bugesera and Rwamagana Districts ➤ existing water network data cleaned, and capacity gaps ➤ feasibility of implementing a digital twin for real-time monitoring of water quality and leak detection ➤ Preliminary design requirements ➤ Implementation roadmap 	2 nd Instalment	20% expert fees
3	<u>Upon approval of digital twin model</u> and functional prototype with notably clear: <ul style="list-style-type: none"> ➤ Model development ➤ Calibration ➤ Simulation ➤ Data Integration & Connectivity ➤ Analytics & Visualization ➤ Functional water network monitoring prototype ➤ Model Test and Validation Result 	3 rd Instalment	30% expert fees
4	<u>Upon approval of the feasibility study Report and detailed design</u> with notably clear:	4 th Instalment	20% expert fees

	<ul style="list-style-type: none"> ➤ Technical, financial, and institutional analysis ➤ Technical design ➤ Drawings, ➤ Specifications, ➤ Cost estimates (BoQ) ➤ Water network Monitoring Scale up ToRs 		
5	<p>Upon approval of the Implementation Roadmap, Capacity Building and final consolidated report</p> <ul style="list-style-type: none"> ➤ Capacity building Report ➤ Final Consolidated Report 	5 th Instalment	20% of experts' fees

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 Laura Jacobs

rue Haute 147

1000 Brussels

Belgium

5 Terms of Reference

This consultancy focuses on a feasibility study, digital twin development, and the design and demonstration of a pilot real-time water network monitoring solution. The prototype and related activities are intended as a pilot and proof-of-concept implemented on selected sections of the network and shall serve as a basis for assessing the feasibility, costs, and modalities of a future full-scale deployment across the two districts.

5.1 BACKGROUND

The Ministry of Infrastructure (MININFRA), in partnership with Enabel and with funding from the European Union, is implementing the Urban Economic Development Initiative (UEDi) – Phase 2 Project- **CLIMURBA**. The general objective of the urbanization project is to develop sustainable & attractive satellite cities with a specific objective that reads as Enhancing the living conditions of its population, especially the most vulnerable. Generating a socioeconomic and environmental ecosystem being inclusive and climate proof.

Expected outputs are among others to make sure that (1). Adequate, sustainable & resilient infrastructure, services & public spaces are provided to all and (2). Resilient urban communities are equipped (with right systems and data) to take the path of the climate transition.

Towards that end, an activity of Promoting information and data coordination, Encouraging collaboration and information sharing among citizens, the private sector, and the government to support the development of a comprehensive long-term urban strategy, such as the integration of Internet of Things (IoT) technologies to raise awareness and aid in a more efficient city management, is predefined for both Bugesera and Rwamagana Satellite cities.

This activity is carried out in collaboration with national institutions namely the Water and Sanitation Corporation Group (WASAC Group), MININFRA and local government authorities (Districts of Rwamagana and Bugesera).

Like other districts of Rwanda, the Bugesera and Rwamagana districts are experiencing increasing demand for reliable water supply, while also facing challenges related to Non-Revenue Water (NRW) and resource inefficiencies. Leakage in the distribution networks not only leads to significant water losses but also increases operational costs and undermines service delivery to communities.

To address these challenges, innovative approaches are required. The use of real-time water network monitoring, covering water quality parameters such as turbidity and residual chlorine, as well as flow and pressure at selected points for leakage detection and rapid response, combined with water distribution network digital twins, presents a significant opportunity to improve system monitoring, optimize resource use, and enhance decision-making for efficient water distribution management.

Through the undertaking of a feasibility study, the development of digital twins, and the preparation of detailed designs for pilot implementation, this consultancy will provide a clear

roadmap for sustainable solutions that strengthen water system resilience and improve service efficiency in both districts.

5.2 GENERAL OBJECTIVES

The consultancy aims to assess the technical and financial feasibility of introducing real-time water network monitoring system for leakages and water quality detection in the Bugesera and Rwamagana water distribution network.

The system should be able to monitor the end-to-end water production, distribution, and quality, with key capabilities to ensure real-time network monitoring, leakage response and Non-Revenue Water reduction, operational optimization, planning optimization and customer service improvement.

It will involve the development of digital twins to simulate system performance, remotely identify potential leak detection solutions, and optimize resource use. Furthermore, the consultant will prepare a detailed design and implementation roadmap to ensure the proposed solutions are practical, cost-effective, and sustainable.

5.3 SPECIFIC OBJECTIVES

The specific objectives of this consultancy are to:

1. **Conduct a feasibility study** to assess the technical, financial, and operational viability of implementing real-time network monitoring technologies in the Bugesera and Rwamagana water distribution systems including the length of the network and the boundaries of the intervention sites during pilot implementation.
2. **Develop water network digital twins** of the two Districts' water distribution systems to be used as a basis for network performance simulation, identification of leakage hotspots, and evaluation of alternative solutions for improving efficiency and reducing water losses.
3. **Elaborate a detailed design** that includes technical specifications, cost estimates, and implementation requirements for a real-time network monitoring for leakage detection and water quality monitoring, such as PH levels and water clarity tailored to local conditions.
4. **Propose an implementation roadmap** outlining phased deployment, resource needs, WASAC's operational rearrangement, capacity-building requirements, and sustainability measures to ensure long-term effectiveness.

5.4 METHODOLOGY AND APPROACH

The consultant will adopt a systematic and participatory approach to ensure that the feasibility study, digital twin development, and detailed design respond to the local context and stakeholder needs. The methodology will include the following key steps:

1. Inception Phase

- Review existing documentation, Mininfra and WASAC Mapping applications and data, WASAC operational workflows and previous related studies on the Bugesera and Rwamagana water distribution systems.
- Hold inception meeting(s) with Enabel and key stakeholders to clarify objectives, scope, and expected deliverables.
- Develop an inception report outlining the detailed work plan and methodology.

2. Baseline Data Collection and Analysis

- Propose a list of data (Imagery and their resolution, 2D data, 3D data, DEM, and Topographical data) that are needed to implement this activity, their potential sources, as well as resources to be mobilized to collect/gather them.
- Conduct field assessments to collect additional technical, operational, and socio-economic data relevant to water network monitoring and leakage detection.
- Map and analyze the existing water distribution networks (mainly using available water network datasets plus other required field data) including the network's auxiliary facilities, to establish baseline conditions and identify critical monitoring points.

3. Digital Twin Development phase

This phase focuses on the development of a pilot digital twin and network monitoring prototype, limited to selected areas of the water distribution systems, for demonstration and feasibility assessment purposes. Specifically, the consultant shall carryout at least the following:

a. Water Network Data Preparation - Collect GIS network data

- ✓ water network Assets inventory in the two districts
- ✓ Elevation and topology
- ✓ Water Demand data
- ✓ Validate pipe connectivity(topology) and existing pipes status (old, new pipes)

b. Hydraulic Modeling (e.g. WaterGEMS)

- ✓ Build 3D model of all pipes and other key elements/facilities of the network that allow inclusion of all WASAC networks; with a focus to the Bugesera and Rwamagana water systems to simulate system behaviour
- ✓ Calibrate using field measurements
- ✓ Simulate scenarios
- ✓ Validate water pressures and flows
- ✓ Test alternative network monitoring leakage detection technologies and response interventions within the digital environment to evaluate its efficiency.

c. Model testing, validation and System Integration

- ✓ Connect prototype sensors to data platforms (test sensors to be procured by the consultant as part of the assignment)
- ✓ install sensors to demonstrate whether the proposed models really work
- ✓ Stream data into model
- ✓ Carry out Automatic calibration
- ✓ Develop a dashboard visualization

d. Analytics & Optimization Leak detection algorithms

- ✓ Pressure management
- ✓ Pump optimization
- ✓ Energy efficiency
- ✓ Predictive maintenance

4. Feasibility Study and Design

- Assess technical, financial, and institutional feasibility of implementing real-time leakage detection solutions. Using the results of the model testing, the consultant will calculate the financial resources required to implement such a model in the entire network of the two districts and/or the pilot area.
- Develop detailed design specifications, including scalable technology requirements/specifications (ToRs), cost estimates, and implementation modalities.

5. Implementation Roadmap and Capacity Building

- Propose a phased implementation plan, highlighting resource requirements, timelines, and potential risks.
- Identify training and capacity-building needs for local operators and institutions to ensure long-term sustainability.

6. Validation and Reporting

- Present preliminary findings and designs to stakeholders for feedback.
- prepare and submit study reports, water network digital twin outputs, and detailed design package incorporating stakeholder inputs.

5.5 DELIVERABLES

The consultant will be expected to produce the following outputs (cfr also art. 5.4 above):

- 1 **Inception Report:** including a refined methodology, detailed work plan, and data collection tools.
- 2 **Baseline Assessment Report:** summarizing current Water network existing related data pipe conditions (to identify pipes that are old, new, to be replaced, etc.), leakage challenges that lead to non-revenue water, and data analysis results.
- 3 **Digital Twin Models:** operational models integrated in the Urban Dynamic Map (UDM) for the Bugesera and Rwamagana water distribution systems, including simulation results. As part of the assignment, the consultant shall ensure that the models are effectively integrated within the UDM and designed to be interoperable with all relevant 3rd party systems across the WASAC Group.

- 4 **Water Network monitoring Minimum Viable System prototype (MVSP):** An installed and functional MVSP demonstrating the practical implementability of the study findings through a small-scale, operational test system including all core functional components, such as :
- Sensing Layer (Field Devices);
 - Edge Device / Data Logger for collecting sensor data, Communication Layer data transfer;
 - Power Supply System to ensure continuous operation;
 - Backend & Data Platform Central system for water network data ingestion, storage, and processing;
 - Visualization & User Interface (web dashboards);
 - Alerts & Decision Support (Leak/burst detection alerts);
 - Digital Twin (Prototype-Level Integration) for Scenario simulation (pressure management, leak isolation).
- 5 **Feasibility Study and detailed design Report:** assessing technical, financial, and institutional viability of real-time water network monitoring with leakage detection solutions including technical specifications drawings, cost estimates and an implementation roadmap.

This **implementation Roadmap** should be a phased plan with resource needs, modalities to get the Digital Twin embedded into WASAC's operational workflow for effective adoption, capacity-building recommendations, and risk mitigation measures.

- 6 **Final Consolidated Report:** integrating all deliverables, stakeholder feedback, and final recommendations.

***NB:** The level of functionality, operational reliability, and coherence of the proposed solution, as well as its scalability and potential interoperability with existing enterprise systems of WASAC, shall constitute key elements for the assessment of the assignment.*

5.6 Minimum Required technical profile of the consulting firm and the proposed key experts (to be analyzed at selection stage).

5.6.1. The minimum requirements of the consulting firm

To perform this assignment the firm is required to meet the following minimum requirements:

- The firm should be **legally registered** by the competent authority (*proof of company registration is required*).
- The firm should have at least **5 years of experience** in conducting studies, design, implementation, or related services relevant to the subject of this assignment.
- The firm should have a proven record of having successfully completed at **least two feasibility studies** in hydraulic modelling and/or digital solutions (e.g.

IoT, digital twins, real-time monitoring systems) preferably applied to water utilities or infrastructure (*proven by related certificate of good completion or any other relevant supporting documentation*).

- The firm should demonstrate **adequate economic and finance capacity** (see below point 6.6).

5.6.2. The minimum requirements of the key experts

a. Required Qualifications

The consultancy team should comprise professionals with the following qualifications and experience (*copy of degrees and CVs to be provided*):

The consultancy firm should have a multidisciplinary team of at least 4 key experts comprising of at least:

1. A Team Leader/Project Manager /Water Resources or Hydraulical Engineer
2. A Digital Twin / Smart Systems Specialist
3. A Leakage Detection / Hydraulic Modelling Expert
4. A GIS and Spatial Data Expert

➤ Team Leader / Project Manager/Water Resources or Hydraulical Engineer

The team leader should possess:

- At least a **master's degree** in water resources engineering, Hydraulical Engineering, or other relevant/related field.
- At least **10 years of general experience** in water resources management or related fields.
- At least **5 years' experience** in water distribution system design, modelling, or network management.
- At least **2 years' experience** in leading feasibility studies or water infrastructure design projects.

➤ Digital Twin /IoT or Smart Systems Specialist

The Smart Systems Specialist should possess:

- At least **master's degree** in software engineering; or Computer Science, or Embedded systems development, or Data Science, or Systems Engineering or other relevant/related field.
- At least **5-year, experience** in digital technologies, digital twin, smart systems

- At least **3 years' experience** designing or deploying IoT systems; experience with sensors, gateways, and communication technologies (LoRaWAN, NB-IoT, GSM)..

➤ **Leakage Detection / Hydraulic Modelling Engineer**

The Hydraulic Modelling Engineer should possess:

- At least **master's degree** in water engineering, Hydraulic Engineering, or other relevant/related field.
- At least **5 years of experience** in hydraulic modelling and application of network monitoring, or leakage detection technologies.
- Demonstrate **previous experience with hydraulic modelling tools** such as EPANET, WaterGEMS, SCADA, or similar software.

➤ **GIS and Spatial Data Expert**

The GIS and Spatial Data Expert should possess:

- At least **master's degree** in Geography, Geoinformatics, GIS, or other relevant/related field.
- At least **7 years of experience** in GIS applications for infrastructure and utility management.
- Minimum **3 years' experience** working with spatial data, dashboards, or decision-support systems; experience integrating sensor or operational data with GIS platforms
- Demonstrate previous **experience with GIS software** (e.g., ArcGIS, QGIS) and integration with 3D hydraulic models or digital twins.
- Proven **experience in data collection, network mapping, and spatial database management for water distribution systems.**

b. Key Roles

The proposed key experts that collectively demonstrate proven experience in IoT-based water network monitoring shall be capable of supporting the conceptualization and development of a water network digital twin as well as feasibility of and prototyping of the IoT based water network monitoring system. The consultant shall propose specific operational tasks to different team members as part of their technical proposed methodology.

Among other roles, Key Staff shall play the following roles.

1. Team Leader

- Overall coordination and quality assurance
- Liaison with the client (water utility, district, ministry)
- Ensures deliverables, timelines, and budget compliance

2. Water Supply / Hydraulic Engineer

- Understands the water network (production, transmission, distribution)
- Identifies critical monitoring points (pressure, flow, water quality)
- Links IoT solutions to operational challenges (NRW, leaks, service continuity)

3. Digital Twin / IoT/ Smart Systems Engineer

- Designs the IoT architecture (sensors, gateways, communication protocols)
- Assesses suitability of technologies (LoRaWAN, NB-IoT, GSM, satellite, etc.)
- Evaluates power options (battery, solar) and hardware durability

4. GIS and Spatial Data Expert

- Defines data requirements and analytics use cases (leak detection, pressure zoning, quality alerts)
- Integrates IoT data with GIS and existing utility databases
- Supports visualization and decision-support dashboards

5.7 Expected deliverables and timeline

The overall duration of the contract is **eight (8) calendar months** with a **maximum of 110 person-days** as from the day after the date on which the service provider received the contract conclusion notification letter.

The following will be the deliverables and their respective duration for the service provider:

Phase	Key Activities	Calendar weeks	Deliverables	Estimated Max Person days
1. Inception	*Detailed approach & methodology **Detailed work plan including activities and sub activities ***Tools to be used ****List of data to be collected/gathered, data formats and related data collection/gathering; processing approach	2 weeks	Inception Report	8
2. Data Collection & Baseline Assessment	Field visits, data gathering, network mapping, baseline analysis	6 weeks	Baseline Assessment Report (including all data in the right format)	20
3. Digital Twin Model and	Model development, Prototype	14 weeks	Digital Twin Models	52

Phase	Key Activities	Calendar weeks	Deliverables	Estimated Max Person days
functional Prototype (MVSP)	development/installation calibration, simulations		Functional Water network Monitoring prototype	
4. Feasibility Study and detailed design	Technical, financial, and institutional analysis, Scale up ToRs drafting	4 weeks	Feasibility Study and detailed design Report Scale up ToRs	16
6. Implementation Roadmap & Capacity Building	Develop roadmap, organize and facilitate stakeholder workshops Conduct capacity building/training sessions	2 weeks	Implementation Roadmap, capacity building report	6
7. Validation & Final Report preparation	Stakeholder validation, revisions, final report submission	2weeks	Final Consolidated Report (including detailed elements of all phases)	8
Total time (including reports validation periods)		30 weeks 8 months	110 person days	

5.8 MININFRA and WASAC Responsibilities

To ensure effective execution of this assignment, the Contracting Authority will work with MININFRA and WASAC (water production/distribution and IT directorates) to provide the following support:

1. Access to information and data

- Existing studies, reports, and datasets on the Bugesera and Rwamagana water distribution systems.
- Network maps, operational records, and relevant technical documentation.

2. Facilitation of stakeholder engagement

- Introductions and access to relevant government agencies, utilities, and local authorities.
- Coordination of stakeholder workshops, consultations, and validation meetings.

3. Logistical support

- Assistance with field visits and site access permits where required.
- Provision of letters of introduction to facilitate data collection.

4. **Review and feedback**

- Timely review of draft reports and deliverables.
- Feedback to ensure outputs meet client expectations.

5.9 Reporting and supervision

The consultant will work under the overall supervision of the **Ministry of Infrastructure (MININFRA)**, in close collaboration with the **Water and Sanitation Corporation (WASAC)**, the **Districts of Rwamagana and Bugesera**, and other relevant stakeholders.

Day-to-day coordination of the assignment will be facilitated by **Enabel**, acting as the implementation partner of the European Union–funded **Urban Economic Development Initiative (UEDi) – Phase 2 project-CLIMURBA**.

The consultant will:

1. Produce and submit all reports and deliverables to MININFRA through Enabel for review and approval.
2. Provide regular progress updates (bi-weekly or monthly, as agreed) to the client and implementation partners.
3. Participate in technical meetings, stakeholder workshops, and validation sessions organized by the client.
4. Ensure that all outputs are aligned with national priorities and are validated by the relevant institutions before final submission.

6 Forms

6.1 Identification forms

6.1.1 Natural person

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 ? YES NO		BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY	
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

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

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 (if applicable)

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/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

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

	Unit	Unit price incl. WHT ^{11, 12}	Quantity (max 110 person days)	Total incl. WHT ^{1, 2}
1. Expert Fees				
Team Leader / Water Resources or Civil Engineer	Person- days	€		€
Digital Twin / Smart Systems Specialist	Person- days	€		€
Leakage Detection / Hydraulic Modelling Expert	Person- days	€		€
GIS and Spatial Data Expert	Person- days	€		€
2. Materials/Components				
Proposed Prototype materials ¹³	lump sum			€
SUB-TOTAL: incl. WHT and excl. VAT (A)				€
WHT ¹² to be retained at source: 15% of (A) for international bidders or DTA rates. (B)				€
NET to be paid to the bidder (C) = (A-B)				€
VAT of 18% to be added on (A); for international bidders ¹⁴ refer to the footnote (D)				€
SUB-TOTAL: incl. WHT and VAT (E) = (A+D)				€
3. Reimbursable Fees (if applicable)				
International travel costs		€		€
Visa costs		€		€
SUB-TOTAL (F)				€
GRAND TOTAL (G) = (E+F)				€

¹¹ Refer to the Rwanda Revenue Authority (RRA) link, publishing the double taxation agreements (DTA) for international bidders: https://www.rra.gov.rw/en/publications?tx_news_pi1%5Baction%5D=detail&tx_news_pi1%5Bcontroller%5D=News&tx_news_pi1%5Bnews%5D=1105&cHash=f71e9bc7ede752e64679f8c39e73871c

¹² Refer to article 63 of the law N° 027/2022 of 20/10/2022, establishing taxes on income in Rwanda. A tax of 15% shall be withheld on public tenders if the recipient is not registered with the Tax Administration or is registered but does not have his/her previous income tax declaration.

¹³ DDP incl. WHT and excl. VAT

¹⁴ Refer to article 14 of the law N° 049/2023 of 05/09/2023, For international bidders a reverse VAT of 18% to international bidders which will be retained and paid by Enabel will be applied.

Should the bidder be registered in Rwanda, EBM invoice will be required for payments.

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.

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

Certified true and sincere,

Name and signature (s):

Done at, on

6.3 Financial identification

ACCOUNT NAME (1)			
ADDRESS			
TOWN/CITY		POST CODE	
COUNTRY			
CONTACT			
TELEPHONE		TELEFAX	
E - MAIL			

<u>BANK (2)</u>			
- -			
NAME OF BANK			
ADDRESS (OF BRANCH)			
TOWN/CITY		POST CODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (3)			
NAME OF SIGNATORIES	NAME & FORENAME	FUNCTION	

<u>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)</u> 	<u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u>
--	--

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

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

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

6.4 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.

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%A9sorier/contr%C3%B4le-des-instruments-1-2

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

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

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

b. Enabel already has said documents.

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

Date

Location

Signature

6.5 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

6.6 Selection file – economic and financial capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017

Provide a signed statement indicating the total turnover achieved during each of the past three financial years, demonstrating that the cumulative turnover is at least equal to the estimated value of the tender.

2025	2024	2023

Certified true and sincere,

Name and signature (s):

Done at, on

7 DOCUMENT TO BE INCLUDED IN THE PROPOSAL/OFFER

1. LEGAL IDENTIFICATION FORMS – ART. 6.1
2. FINANCIAL IDENTIFICATION FORM – ART. 6.2
3. COMPANY PROFILE WITH REQUIRED DOCUMENTS – ART. 3.4.7 AND 5.6
4. TECHNICAL OFFER – ART. 5
5. SUBCONTRACTOR FORM IF APPLICABLE – ART. 6.1.4
6. TENDER FORM -PRICES – ART. 6.2
7. DECLARATION ON HONOUR – EXCLUSION CRITERIA – ART. 6.4
8. INTEGRITY STATEMENT FOR THE TENDERER – ART. 6.5
9. ECONOMIC AND FINANCIAL CAPACITY – ART. 6.6
10. POWER OF ATTORNEY

The Tenderer shall include in his tender the **power of attorney empowering the person signing the bid** on behalf of the company, joint venture or consortium.

In case of a **consortium** or a **temporary association**, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

11. CRIMINAL RECORD CERTIFICATE FOR THE PERSON MANDATED TO COMMIT FOR THE FIRM

12. CERTIFICATION OF CLEARANCE WITH REGARDS TO THE PAYMENTS OF SOCIAL SECURITY CONTRIBUTIONS

At the latest before award, the Tenderer must provide a certification from the competent authority stating that he is **in order with the obligations with regard to the payments of social security contributions** that apply by law in the country of establishment. The Tenderer registered in Belgium must be in order for the **3rd term of 2025**.

13. TAX CLEARANCE CERTIFICATE.

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