



Tender Specifications of 21/03/2023

BEL22004_10018_Tender Specifications Supply contract for the "supply, installation and commissioning of solar photovoltaic systems and batteries at Lake Tanganyika Research Unit Mpulungu-Zambia".

Negotiated Procedure without Prior Publication

Navision code: BEL22004

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1 General remarks

1.1 Derogations from the General Implementing Rules

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

These Tender Specifications derogate Article 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013). *(Only if the GIR are fully applicable. See "Rules governing the public contract")*.

1.2 Contracting authority

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

For this public contract, Enabel is represented by **Abou El Mahassine FASSI FIRHI, Resident Representative.**

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

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

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Considering Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- <<Others
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- << [local legislation with regards to sexual harassment at the workplace or equivalent]

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

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.

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

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

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

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

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

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

Litigation: Court action;

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

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

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

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

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

1.6 Confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

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

be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

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

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

1.7 Deontological obligations

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

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

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

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

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

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

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

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the public contract

2.1 Type of contract

Public supply contract without option.

2.2 Subject matter of procurement

This supply contract consists of the supply, installation and commissioning of solar photovoltaic system and batteries - Lake Tanganyika Research Unit -Mpulungu, Zambia (Lake Tanganyika Research Unit, Zambia), in accordance with the terms of this tender Specifications.

2.3 <<Lots

(Articles 2, 52 and 58 of the Law and Articles 49 and 50 of the Royal Decree on Awarding.)

The public contract has a one single contract and is an indivisible whole. The tenderer must submit a tender for the whole contract. A tender for part of the contract is inadmissible.

The description of the contract is contained in Part 5 of this Tender specifications, reserved for the terms of reference.

2.4 Items

The contract consists of the following items:

N°	Items relating to PV supplies and installations	Units
1	PV, AC or DC regulation, structure and panel supports	KWp
2	Storage Raw battery	KWh
3	Inverter power (Kw) and inverter and its accessories	KW
4	Installation of wiring, bulbs and all other accessories	Package
5	Installation of a metal grid for batteries inside the LTRU Mpulungu.	Package

(See also Part 6 and/or inventory)

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

2.5 Duration of the public contract⁹

The contract starts upon the day following **award notification** and has a duration of 485 calendar days, including the 12 months guarantee period.

2.6 Variants ♣

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

2.7 Option

No options will be considered under this contract.

2.8 Quantity

(Art. 57 of the Law)

The quantities are indicated in part 5 of these tender specifications and are firm and indicative of minimum quantities.

3 Procedure

3.1 Award procedure

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

3.2 Publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be from **21/03/2023 au 05/04/2023**). Such publication constitutes an invitation to tender.

On the same date, the Tender specifications were also sent to at least 3 potential bidders identified by Enabel Burundi through other similar contracts.

3.3 Information

The awarding of this contract is coordinated by the Contracting Unit of Enabel Burundi (mp.bdi@enabel.be). Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service. (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 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 bidder is invited to visit the site of the works located at the Lake Tanganyika Research Unit, Zambia on 27/03/2023 at 10:00 a.m (GMT+2)**. The visit is not obligatory and will be guided and the meeting place is **the Lake Tanganyika Research Unit, Zambia**. The travel expenses

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

for this visit are at the expense of the candidates.

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

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within 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 annex. 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 remain bound by their tender for **a period of 90 calendar days from the tender reception deadline date**.

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

3.4.3 Determination of prices

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

This public contract is a mixed contract, meaning that the prices are fixed according to several of the modes described above:

- The unit prices are prices for the items with presumed quantities;
- The overall price is fixed for the items with lump-quantities.

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

3.4.4 Elements included in the price

(Art. 32 Royal Decree of 18 April 2017)

The supplier shall be deemed to have included in his unit and total prices all costs and taxes of any kind generally inherent in the performance of the contract, with the exception of value added tax.

The following are in particular included in the prices:

- 1° packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;
- 2° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;
- 3° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
- 4° assembly and taking into operation;
- 5° training required for operation;
- 6° where applicable, the measures imposed by occupational safety and worker health legislation;
- 7° Servicing and corrective maintenance during the warranty period
- 8° customs and excise duties;
- 9° All the various applicable taxes,
- 10° The costs of provisional and final acceptance, etc.

All prices are DDP (INCOTERMS 2020).

Delivery on site is at the supplier's expense until installation and start-up. DDP delivery implies that the supplier is responsible for transport, customs and excise formalities, all the various applicable taxes, etc., as well as the time required to complete them. The formalities and the responsibility for them rest with the supplier.

3.4.5 How to submit tenders?

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

The tenderer may only submit one tender only for the contract.

The tenderer submits his tender as follows:

- One original copy of the completed tender will be submitted by email.

One original copy of the complete tender, dated, signed and stamped, shall be submitted by email to the address: mp.bdi@enabel.be, with an obligatory copy to the address: gbeyigbena.agnandji@enabel.be

It is submitted in the form of one or more files **in PDF format, entitled: Tender / Supply contract for the "supply, installation and commissioning of solar photovoltaic systems and batteries at Lake Tanganyika Research Unit Mpulungu-Zambia "**, - **Tenders will be opened on 05/04/2023 at 10:00am, GMT.**

NB:

- **Our server can only receive a maximum size of 15MB at a time. In the case of a voluminous tender, it may be submitted by the minimum possible number of separate e-mails, each attachment being less than 15MB;**
- **The Awarding Authority will not consider any emails that link to a download site or link such as WeTransfer, for example;**

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

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

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

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

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

3.4.7 Opening of Tenders

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

The tenders must be in the possession of the contracting authority **before 05/04/2023, at 10:00 a.m., GMT+2**. The tenders will be opened behind closed doors.

3.5 Selection of tenderers

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

3.5.1 Exclusion grounds

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

The obligatory and facultative grounds for exclusion are given in attachment to these Tender Specifications (part 6).

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.

3.5.2 Selection criteria

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

Moreover, by means of the documents requested in the 'Selection file of part 6', the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical viewpoint, to successfully perform this public contract.

3.5.3 Overview of the procedure

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

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

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

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

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer whose regular BAFO is the best value for money will be appointed the contractor for this contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.5.4 Award criteria ♣

Article 81-82 of the Law of 17 June 2016

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criterion: "**PRICE**"

3.5.4.1 Awarding the public contract

Article 42 and 81-82 of the Law of 17 June 2016

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

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

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

3.6 Concluding the public contract

(Article 88 of the Royal Decree on Awarding)

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

Notification is via by a signed notification letter, sent by email or in physical form.

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

- These Tender Specifications and its annexes;
- The approved tender of the contractor and all of its annexes;
- The letter of notification of the award decision;

- Any later documents that are accepted and signed by both parties, as appropriate.

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Special contractual provisions

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

These Tender Specifications derogate 26 Article of the GIR.

4.1 Managing official (Art. 11)

The managing official is Mr Didier CADELLI, Intervention Manager (didier.cadelli@enabel.be), assisted by Mr Prudence NDAYIZAMBA (prudence.ndayizamba@enabel.be), Intervention wash Officer.

Once the public contract is concluded the managing official is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract will be addressed to him or 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 contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

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

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

4.2 Subcontractors (Art. 12 to 15)

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

The contractor remains, in any case, solely liable to the contracting authority. The contractor may not subcontract the contract or a part of the contract to other subcontractors than those presented at the time of submission; subcontracting to subcontractors presented in the tender is allowed only after preliminary approval by the contracting authority of these subcontractors.

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

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016

on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (Art. 18)

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

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

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

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

Therefore, he undertakes to:

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

4.4 Personal data protection

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by the contractor

<< OPTION 1: PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR =

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

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

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

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

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

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

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

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

Where during contract performance, the contractor processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply:

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

4.6 Performance bond (Art. 25 to 33)

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

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

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

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

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

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

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Fill out the following form as completely as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and return it to the e-mail address: info.cdcck@minfin.fed.be
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function
- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

Proof is provided, as appropriate, by submission to the contracting authority of:

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

- 2° a debit notice issued by the credit institution or 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 contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary', as appropriate.

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

The proof of the constitution of the bond should be sent to the following address:

LATAWAMA Project located in Bujumbura, Building housing the Lake Tanganyika Authority, Quarter Kigobe South, 17, Avenue of United States; email: didier.cadelli@enabel.be

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

- 1° For provisional acceptance: This is equal to a request to release the first half of the performance bond;
- 2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.7 Conformity of performance (Art. 34)

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

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

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

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

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

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

4.8.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

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

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

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

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

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

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

4.8.4 Unforeseeable circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

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

Products which, at a given stage, do not satisfy the required checks are declared not to be in a state of technical approval.

Upon the request of the contractor, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the contractor replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

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

4.10 Performance modalities (Art. 115 et seq.)

4.10.1 Partial orders (Art. 115)

Not applicable

4.10.2 Deadlines and terms (Art. 116)

The supplies must be delivered **within 120 calendar days** as from the day following the date on which the supplier received the contract conclusion notification letter. All days are indistinctly counted in the time limit.

4.10.3 Quantities to be supplied (Art. 117)

The public contract's minimum quantities are mentioned under 'Quantities' and "Schedule of unit prices.

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

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

The supplies will be delivered at the following address:

The supplies will be delivered and installed at the Lake Tanganyika Research Unit at Mpulungu- district.

This Laboratory is located less than 500 m from the port of Mpulungu, it is located on the shores of Lake Tanganyika as shown on the map below:

<https://goo.gl/maps/gSzXEADV17Z8jDM7A>

x= 8.614717 , Y= 31.067472

4.10.5 Packaging (Art. 119)

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

4.10.6 Inspection of the supplies delivered (Art. 120)

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

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

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

Acceptance <<on the premises of the contracting authority>> or, where applicable, <<on the construction site>> counts as complete provisional acceptance

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

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

4.10.7 Liability of the supplier (Art. 122)

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

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

4.11 Zero tolerance Sexual exploitation and abuse

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

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

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 public contract, it is strictly forbidden to the contractor to

offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

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

4.12.1 Failure of performance (Art. 44)

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

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

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

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

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

4.12.2 Fines for delay (Art. 46 and 123)

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

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

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

§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 detected.

§2. The measures as of right are:

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

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

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

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

4.13 End of the public contract

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

The managing official will closely follow up the delivery.

Provisional acceptance

Upon expiry of the thirty-day period specified in Article 120, §2, as appropriate, a provisional acceptance report or acceptance refusal report will be drawn up.

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

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

4.13.2 Transfer of ownership (Art. 132)

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

4.13.3 Guarantee period (Art. 134)

The warranty period commences on the date on which provisional acceptance is given. It lasts one year (12 months).

4.13.4 Final acceptance (Art. 135)

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

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

4.13.5 Acceptance costs

Travel and subsistence expenses in connection with the performance of the contract shall be at the charge of the supplier.

When drawing up his tender, the tenderer shall take account of the reception costs.

4.14 Invoicing and payment of services (Art. 66 to 72 and 127)

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

LATAWAMA Programme in Bujumbura, Burundi

Lake Tanganyika Authority Building

South Kigobe, 17, United States Avenue

Email address: didier.cadelli@enabel.be

Only delivery that has been performed correctly may be invoiced.

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

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

If necessary, state which documents. Where no other document is required, this sentence may be deleted.

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

The invoice must be in EUROS.

In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

No advance may be asked by the contractor and the payment is made after provisional acceptance of the contract.

4.15 Litigation (Art. 73)

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

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

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

Belgian development agency - Enabel

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

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

4.16 Obligations of the contracting authority (Art. 136)

The contracting authority shall use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier.

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

The supplier shall:

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

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

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

5 Terms of reference

I. GENERAL

5.1 Object

The purpose of these technical specifications (TS) is to recall the reference texts and regulations for each trade as well as the qualities required for the various materials and equipment involved in the project for the supply and installation of photovoltaic installations for the Lake Tanganyika Research Unit -Mpulungu.

All technical prescriptions imply the unrestricted application of the regulations and standards in force in the Zambia , without it being necessary to refer to them, and their application cannot be dissociated from the files of plans and documents to which the contractual documents refer. In the absence of regulations, the regulations of African Community, Belgium shall apply, in the order mentioned.

The technical specifications may specify or supplement the requirements of these documents, it being understood that these are minimum requirements below which no derogation will be permitted, unless explicitly stipulated with reference to the text from which derogation is made.

In addition, it is assumed that every supplier is expected to have visited the location where the works are to be carried out. A non-binding visit is organised.

5.2 Presentation of the operation

The market includes :

- **The supply by the successful bidder of all the material necessary for the realisation of the photovoltaic installation, the installation and assembly of the material;**
- **Control and acceptance tests of the equipment supplied by the successful tenderer;**
- **Testing and commissioning of the installation;**
- **The supply of drawings and diagrams, as well as all documents such as explanatory notes, maintenance manuals and spare parts lists. All these documents are written in English;**
- **Training of users in the use and maintenance of the equipment installed.**

Before carrying out his work, the contractor submits to the project owner's services all the execution plans indicating the precise layout of the equipment, the passage of cables, sheaths, etc., considering the different trades.

The project owner reserves the right to dismantle, without compensation to the successful bidder, any equipment that does not comply with the plans and these specifications.

The successful tenderer may not use an error or omission in these specifications and plans as an excuse to dispense with the supply and installation, without additional charge, of all the elements necessary for the execution of the installations in accordance with good practice and the requirements of the electricity supply company.

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning and they must comply with the "Technical forms".

The tenderer attaches the following to his tender:

The duly completed technical forms of the supplies;

The certificates and attestations of origin of the supplies which must be delivered at the same time as the supplies.

5.3 Regulations, reference texts and standards

The design, materials and workmanship of the equipment shall comply with current national and international standards.

Reference should be made in particular to the practical guide "Stand-alone photovoltaic installations not connected to the public distribution network with battery storage" UT C 15-712-2.

The main components of the equipment must comply with the following standards or specifications respectively:

- IEC 61215 and 61730 photovoltaic modules
- Accumulator battery NF EN 61427 to NF EN 50272-2
- Electrical enclosures and cabinets NF EN 60 439
- Conductors and cables NF C 32 013 to NF C 561 920
- Inverters (static converters) NF C 53 200
- Installation equipment NF EN 60947
- Installation material NF C 68 091 to NF C 68 381
- Lighting equipment NF C 71 000 to NF C 71 022

5.4 Site survey

Climatic conditions - location: Lake Tanganyika Research Unit at Mpulungu -District town Mpulungu has a tropical climate. In winter, there is much less rainfall in Mpulungu than in summer. This location is classified as Aw by Köppen and Geiger. The average annual temperature in Mpulungu is 23.3 °C | 74.0 °F. The annual rainfall is 1354 mm | 53.3 inch

The successful tenderer must measure perfectly by a detailed visit of the site and provide in his tender for all the particular work required for the realisation of these works.

Once the contract has been signed, no additional work will be accepted due to unfamiliarity with the site, the environment and its constraints, access and storage possibilities, etc.

The tenderer's offer will take into account all the constraints arising from the context of the operation, as well as the means necessary to ensure the totality of the services provided for.

5.5 Special protections

Taking into account the climatic conditions, the materials must be effectively protected - against rust against the effects of mould and living micro-organisms

Electrical equipment must be tropicalised.

5.6 Tropicalisation of electrical equipment

The proper functioning of each appliance or equipment is guaranteed under the conditions prevailing on site with regard to temperature and humidity.

All necessary precautions are taken to this effect without affecting the electrical or mechanical qualities of the material.

5.7 Network voltages

The voltages applied to the general tables are:

AC voltage 220 V - 50 Hz. Between phases and neutral. The continuous voltage is 48V.

5.8 Protection against corrosion

The electrical equipment is fully and effectively tropicalised to protect each component from any possibility of oxidation. This tropicalisation applies equally to roof rails or battery and panel supports, conductors, connections and appliances.

5.9 Quality of materials

The successful tenderer is deemed to carry out his work with materials and equipment of the best quality necessary. He must be able to prove the origin and quality of the materials used at any time to the relevant authorities.

The successful tenderer is obliged to comply with the characteristics and qualities imposed by the contract documents.

All equipment must be new. The successful tenderer shall provide, at the first request of the Employer, a sample or complete technical documentation of all electrical equipment provided for in this contract. All documentation must be in English

5.10 Standardisation

Batteries, panels, inverters, regulators and connection boxes will have a common origin in order to guarantee a standardisation of shape, size and colour.

5.11 Specific site constraints

The attention of the successful tenderer is drawn to the continuity of the laboratory's activities during the work.

The successful tenderer will have to take all the necessary steps to integrate the possible constraints that may be brought about by his presence in the premises in activity during the entire duration of the work.

5.12 Organisation of work and working environment

a) General organisation of the site

Site meetings will take place on the days and at the times specified by the Awarding Authority. The successful tenderer must be represented at these meetings by a representative approved by the Contracting Authority. Any subcontractors may also be invited to attend site meetings if necessary.

b) Cleaning

Under construction

The successful tenderer must ensure the general cleaning of the construction site and its surroundings throughout the duration of the work, at his sole expense.

The successful tenderer must ensure that the work is cleaned up as the work progresses and in accordance with the instructions of the Awarding Authority. For this purpose, the site teams must be equipped with appropriate cleaning equipment.

In the event of default, the Contracting Authority may request that a specialised company carry out the cleaning at the expense of the defaulting supplier.

At the end of the work

The successful tenderer will have the final cleaning of the site carried out.

It is specified that the service will include a cleaning prior to the acceptance operations and a second cleaning for the handover of the premises to the users.

Any subsequent cleaning that may be necessary following the lifting of reservations will be at the expense of the successful bidder.

c) Protection

The successful tenderer must guarantee the materials, installations, tools and works against any damage they may suffer, particularly as a result of bad weather.

It shall repair the damage caused by the lack of care, and shall repair or replace at its own expense any structures damaged as a result during the warranty period.

If the work is interrupted for any reason whatsoever, the successful tenderer must protect the structures and works against any damage they may suffer, at no extra cost to the Contracting Authority.

d) Facilities

The material supplied for the set will be delivered with a one-year warranty on spare parts and labour.

This installation shall be protected by circuit breakers which shall be sized according to the installation per site.

The cables used shall be of sufficient cross-sectional area for the system and their cross-sectional area shall be stated by the tenderer in the table for each part of the installation.

The tenderer will be responsible during the warranty period for the maintenance and servicing of the installation to ensure the proper functioning of the system.

Within the framework of these installations, the system must be able to supply independently and in complete autonomy the energy necessary for the exterior and interior lighting, the analytical equipment and the computer equipment (computer use time: 8 hours). It is not planned to supply air conditioning, except for any fans.

Access to the roof top installation will be facilitated by a roof path to ensure safe movement on the roof. This metal path should rest on the existing roof structures and completely prevent support on the existing metal sheets. This path should allow the installation to be walked around in order to facilitate maintenance work. This roof path shall be accessible from the ground by means of a removable and portable ladder.

5.13 Technical proposal for the building of Lake Tanganyika Research Unit at Mpulungu in Zambia

The photovoltaic installation should meet the following specific needs

Designation	Needs
PV power (KWc)	15
Storage Gross Battery (KWh)	53
Inverter power (KW)	26

The following table details the sizing (requirements) and technical solution to be

implemented for the Lake Tanganyika Research Unit -Mpulungu.

Sizing and technical solution for the LTRU	
Sizing	
Energy requirements (kWh/dr)	52.9
Peak load (kW)	7.5
Daytime needs (kWh/dr)	48.5
Night-time demand (kWh/dr)	4.5
Need for storage	
Night requirement (kWh/dr)	4.5
Safety coefficient	0.8
Total useful storage requirement (kWh/dr)	42
Energy requirements	
Total requirement (kWh/dr)	68.8
Safety coefficient	1.3
Solar coefficient (Wh/Wp)	4.4
Performance	0.7
PV power (kWp)	14.5
Useful storage (kWh)	42
Peak power (KW)	8
Battery size (Lithium), based on capacity	
Lithium (kWh)	53
Battery size (Lithium), based on charge current	
Lithium (kWh)	22

5.14 Electrical installations in buildings

The electrical installations in the buildings are **mainly** carried out **with exposed trunking on the walls and rigid ducts**

The connection of equipment must be done by penetration through a cable gland guaranteeing at least IP45 protection, of a size adapted to the tube or cable, as the case may be. For safety and ease of maintenance, the penetration of the enclosures through the lower side is preferred for exposed installation.

The insulated wires and cables used in electrical installations are designed for 750 V insulation voltage according to NBN C 32-123 and 1000 V insulation voltage according to NBN C 32-124.

The ceiling type junction boxes are supplied with 10mm², 16mm², 25mm² terminal strips in areas likely to come into contact with water, the boxes are waterproof.

5.15 Description of the supplies

A technical description and full material specifications, all checks and certificates with which the solar panels (or its components) comply, as well as maintenance regulations and any samples, shall be submitted to the client for approval.

The description of the supplies and services covered by the contract must be accompanied by :

1. The list of spare parts and consumables recommended by the manufacturer, for each product offered, and for a minimum duration of 1 year and/or a specified number of procedures.

2. Details of installation, assembly and wiring work

5.16 A detailed and costed proposal for after-sales service during

- The tenderer shall attach to its tender a declaration certifying that it undertakes to: provide maintenance and replacement of worn parts during the entire warranty period of one year from the date of provisional acceptance.
- Inform of the source of supply of spare parts from Zambia or the sub-region for at least two years after receipt;

If specific tools are required for the maintenance of level 1 and 2 equipment supplied, these will be mentioned and included in the Tenderers' offers.

Difficulties related to the maintenance of imported supplies must be resolved during the operation of the proposed equipment and materials.

To this end, the tenderer must demonstrate that it has contracts with local (in the beneficiary country) or sub-regional (sub-region of the beneficiary country for an acceptable response time) representatives for the distribution and maintenance of the proposed manufacturers.

In all cases, the tenderer must provide proof that its subsidiary or its representative is familiar with the proposed supplies or previous models of the same type and has previously maintained them, and that it is therefore able to ensure the correct life of these supplies. To this end, it must specify the resources used by its representative (human resources with CVs, maintenance workshops that the contracting authority can visit, previous or subsequent training of local personnel on equipment similar to that proposed by the tenderer).

5.17 Training proposal for the responsible technicians at the delivery site with contents and timeframe for practical and theoretical training

The Technicians and Engineers of Lake Tanganyika Research Unit – Mpulungu will be trained by the contractor **for a minimum of four (4) calendar days** to get acquainted with the newly installed photovoltaic equipment and its maintenance and servicing.

5.18 Technical proposals for ancillary services

The execution schedule (delivery, installation, implementation and provisional acceptance) takes into account the following aspects

- Preparation and shipment of equipment ;
- Transport time to destination ;
- Customs clearance time and exit ;
- Transport and domestic freight in Mpulungu ;
- Installation, commissioning, testing, **training** and provisional acceptance.

1. List of plans and documents of the successful tenderer (to be handed over to the beneficiary before or at the latest upon delivery)

- Plans for the installation of solar panels on roofs of LTRU-Mpulungu ;
- Connection plans for the Laboratory ;
- Installation diagrams of the kits (batteries + panels) at LTRU , ;
- 3 user manuals and / or instruction manuals in English language;
- 3 maintenance manuals including descriptions of verification, calibration and repair operations;

- The preventive maintenance programme, detailed with the periodicity ;
- A simplified troubleshooting flowchart;
- The list of consumables ;
- The spare parts list, with manufacturer's references to enable restocking. This nomenclature will be accompanied by a list of possible manufacturers and/or suppliers of spare parts.

The tenderer shall attach to his tender all the elements and information enabling him to prove that the equipment complies with the technical specifications requested and to understand any special features and characteristics of the equipment proposed in this tender.

In particular, the manufacturer's documents specifying:

- Dimensional, technical and installation characteristics ;
- Specific normalised consumption ;
- General maintenance sheets ;
- Consumable costs ;
- A note specifying the nature and origin of all materials, supplies and components;
- Any other information strictly related to the supplies and allowing to appreciate the quality and the manufacturing method.

All these elements provided allow the Buyer to be informed unambiguously about the characteristics of the equipment and its performance, as well as the associated services, in particular by means of:

- The name of the manufacturer, the precise type and model of the equipment and its reference, as well as a list of the basic accessories supplied, which are essential for the normal operation of each appliance.
- For locally manufactured furniture, provide materials, samples and assembly methods.
- Photos and commercial documentation of the proposed model, which must be clearly identified. **A certificate of origin must be submitted with the supplies.**

This documentation shall be considered as an integral part of the equipment and acceptance cannot be granted if it is not complete.

It shall be marked with the code and reference of the material to which it relates. The supplier's representative must have at least this documentation.

5.19 Installation of the works

The transport, storage and processing of the materials shall be carried out in accordance with the provisions of the relevant standards, pre-standards, directives, regulations and requirements.

The installation includes all the work necessary for commissioning, including but not limited to:

- Access to the roof: partial removal of the existing roof if necessary, spot reinforcement of the framework (if necessary), installation of fixings, installation of photovoltaic panels, restoration of the waterproofing of the roof and the roofing;

All cables are to be laid on the surface, fixed with staple nails or special fasteners. Horizontal cables should be laid on the false ceiling or fixed to the roof structure, vertical cables should be laid from the top, switches should be installed at a height of between 1.20m and 1.40m and sockets should be installed at a minimum height of 40cm and 30cm from corners and angles.

5.20 Checks and commissioning

a. Commissioning

Each installation must be tested in working order (prior to acceptance of all services). Each installation shall be commissioned and adjusted in accordance with the requirements of the Awarding Authority.

Commissioning includes :

- ✓ Checking continuous operation for 6 hours, checking for overheating, interference, etc.
- ✓ Staff training: at least 2 peoples per laboratory;
- ✓ The provision of a user manual for each laboratory;
- ✓ The provision of an illustrated laminated "instructions for use and advice for use" sheet, one per centre.

b. Document of executed works

At the time of acceptance, the revision drawings (as-built drawings) of the installations will be handed over to the client.

The installer shall give the necessary instructions for the use of the installation to the person designated by the client.

On receipt, a summary of the operating instructions and the maintenance instructions for the solar system will be handed over.

c. Guarantees

The installation will be guaranteed for one year after provisional acceptance for all defects caused by material or workmanship faults.

On the other hand, during the guarantee period until final acceptance, the successful tenderer will remain responsible for maintenance operations as described in the following paragraph.

- ✓ For the inverter, the warranty period will be at least 5 years ;
- ✓ For solar panels, the warranty period will be at least 5 years. The high efficiency of the modules will be guaranteed for at least 20 years at 80% of the nominal power ;
- ✓ For batteries, the warranty period will be at least 5 years ;
- ✓ For solar water heaters, the warranty period will be at least 4 years with a high efficiency of 80% guaranteed for at least 10 years.

d. Maintenance

The successful tenderer must have and justify a maintenance service approved by the manufacturer, in Zambia or in the sub-region, and undertakes to intervene within a maximum of one (01) week after a breakdown is reported to him.

The following describes the minimum interventions expected for the maintenance of the equipment provided.

Maintenance contract

The maintenance contract shall be signed after the final acceptance of the installation (01 year after provisional acceptance) and shall run for one (01) year, renewable depending on efficiency and/or budget. Maintenance during the warranty period (01 year after provisional acceptance) is the responsibility of the contractor who carried out the installation.

Without excluding interventions that may occur following emergency breakdowns, two types of maintenance/maintenance will be carried out as part of the operation of the installed equipment:

The quarterly interview

Quarterly maintenance is carried out every three months and aims to check the proper functioning of the equipment and to take measures to ensure its proper functioning. This maintenance consists mainly of visual checks and light measures if there is no exceptional breakdown.

The recommended actions and provisions are as follows:

Visual inspection

Checking the cleanliness of the modules : cleaning the modules early in the morning or late in the evening ;

The precautions to be taken are :

- Do the cleaning in the evening or early morning when the panels are not exposed to strong sunlight ;
- Use a soft, clean cloth;
- Gently wipe the surface of the panels from top to bottom;
- Ensure that there is no trace of dust, scale or bird droppings ;
- Avoid walking on or leaning on the panels;
- Check the junction boxes for water or insects, check the tightness of the boxes and connections and if necessary tighten the cable glands or replace them.

Battery

- Visual check of the cleanliness of the battery room;
- Visual inspection of the batteries: sediment deposits in the cells' tanks;
- Check the connections of the components;
- Check the insulation of the terminals.

The precautions to be taken are :

Do not use large amounts of water near the battery bank cells during cleaning, as water is a conductor. In case of corrosion of the connections, perform the following operations:

- Completely isolate the battery from all connections: field connection, inverter connection;
- Insulate the element(s) concerned;
- Clean the corroded connection or terminal with a wire brush;
- Apply a thin layer of high temperature anti-corrosion grease;
- Connect the element and tighten the connections;
- Reconnect the battery to the inverter circuit.

Maintenance of the inverter

The inverter requires little maintenance. The following checks should be carried out quarterly :

- Check the cleanliness of the inverter: presence of dust, presence of insects;
- Check the ventilation of the inverter.

Inspection of electrical cables

Electrical cables connect the modules to the inverter, the batteries to the inverter and the inverter to the receivers.

These cables should be inspected at each maintenance visit to ensure that they are in good condition:

- Checking the connections to the battery terminals ;
- Follow the cable from end to end looking for the following damage: cut, worn or corroded insulation stripping the core of the conductors;

Any damaged cables should be replaced. If cables are found to be chewed by animals,

consideration should be given to protecting them with a sheath.

The annual interview

The annual maintenance consists of a more in-depth intervention. It covers the actions carried out during the quarterly maintenance, but also in-depth measurements to assess the operating condition of the equipment more precisely (electrical parameters, efficiency, etc.). The annual maintenance is the 4th maintenance, i.e. 03 months after the last quarterly maintenance.

It is important to note that some of the actions described below will be carried out by technicians with proven experience in solar installations, in order to be able to interpret the results of the measurements made and implement the necessary measures.

Visual inspection

- Checking the cleanliness of the modules : frequent cleaning of the modules, reiterate **the instructions to the solar system maintainer to "clean the modules early in the morning or late at night"**;
- Control of the presence of shadowing on the modules ;
- Checks on module fixings : check the anti-theft screws ; in the event of corrosion or infringement : tighten if possible and coat them with degreaser if necessary ;
- Check the junction boxes : presence of water or insects : check the tightness of the boxes, if necessary tighten the cable glands or replace them.

Electrical performance check

- Measure the open circuit voltage of the photovoltaic field ;
- Measuring the charging current of the batteries ;
- Measure the charging voltage of the batteries ;
- Report on the updated performance of equipment.

Troubleshooting and possible repairs

Troubleshooting and repairs can be carried out at any time when needed.

Open circuit voltage measurement

- The open circuit voltage is the voltage between the two output terminals when the panel (module) is not flowing, so the panels (modules) should be disconnected ;
- After disconnecting the panels, the measurement is carried out at the corresponding output terminals ;
- Read the value displayed and record this value on the attached sheet ;
- After the measurements, the connection is made again ;
- Note the temperature of the modules (note that the open circuit voltage decreases as the temperature increases) ;
- Compare the value obtained with the value in the module data sheet.
- ...

In the event of an emergency call, the successful bidder (of the maintenance contract) must respond quickly to avoid damage that may be caused by the breakdown.

After each visit, a visit report containing the work carried out, the condition of the equipment and the various statements signed by the maintenance staff and the head of the centre must be sent to the appropriate person.

e. Maintenance training

This is a rather delicate position and one that the beneficiaries are not very familiar with. Training must be organised by the contractor at the end of the work to enable the designated staff (at least two people from the centre) to understand the operation of all the equipment making up the

system and to communicate clearly and comprehensibly with a technician in the event of an intervention being required.

The beneficiaries of the training will be able to read or read the parameters of the equipment, to know the frequent failures of the solar systems, to interpret them or to be able to describe in a comprehensible way a dysfunction of the system to communicate it to the technician for a possible intervention. They may also be able to make their colleagues aware of the optimal use of the receivers for which the system has been designed.

II. PRESENTATION OF THE CENTRE TO BE ELECTRIFIED

The centre to be electrified by photovoltaic energy is the building of Lake Tanganyika Research



Summary of energy requirements for the LTRU

LTRU	Selected scenario
Energy requirement (kWh/dr)	52.9
Peak load (kW)	7.5
Daytime requirement (kWh/dr)	48.5
Night-time requirements (kWh/r)	4.5

III. TECHNICAL FEASIBILITY AND DESIGN STUDIES

1. Introduction

The following data refer to the technical and financial feasibility study for the installation of the photovoltaic system carried out within the Latawama project.

Thus, the following points were covered in the feasibility study:

- Surveys of all details of the existing electrical installation
- Calculation of the installed power balance of IT equipment in administrations and IT sectors.
- Sizing of solar equipment per site.
- Design the mechanical support structures for the solar equipment;
- Financial estimate to deduce the feasibility of the operation.

Lake Tanganyika Research Unit (LTRU):

LTRU-Mpulungu	Selected scenario
Energy requirement (kWh/dy)	52.9
Peak load (kW)	7.5
Daytime demand (kWh/dr)	48.5
Night time demand (kWh/r)	4.5

2. State of play

The laboratory's electrical installation has been rehabilitated and connected to the electrical network of Zambia Electricity Supply Corporation (ZESCO).

IV. TECHNICAL SPECIFICATIONS OF THE EQUIPMENT TO BE INSTALLED AT LAKE TANGANYIKA RESEARCH UNIT

1. General

In order to be able to submit an informed bid, the bidder may visit the site of the Lake Tanganyika Research Unit on **27/03/2023 at 10:00 a.m.** The meeting place is the site of the LTRU.

1.2 General installation specifications for equipment

The installation of materials and equipment must be carried out according to the rules of the trade, in accordance with the standards in force. Particular attention must be paid to the protection of :

- Stakeholders against any risk of electrocution or other risk of accidental origin ;
- Materials and equipment against any possible deterioration due to external causes such as bad weather, flooding, etc ;
- Materials and equipment against any possible false operation by the operator or against any unexpected operating fault that could lead to premature or irreversible deterioration, such as short-circuit, polarity inversion, battery disconnection ;
- Buildings against any accidental fire risk due to malfunctioning or poorly protected installations.

The installation of the main components is subject to compliance with the applicable guidelines, standards and specifications.

1.3 Environment and climatic conditions

All the equipment proposed and installed under this SCC must have the characteristics that justify its proven use under the following conditions :

- Ambient temperature : +10°C to +45°C
- Relative humidity : up to 100
- Wind speed : up to 250 km/h (gusty) cyclonic area
- Precipitation : continuous driving rain
- Presence of numerous insects / rodents
- Very high keraunic level (lightning density).

1.4 Technical documentation

In order to allow verification of the technical specifications, the Tenderer shall provide the complete technical documentation for each of the components whose specifications are detailed in the tender. A single data sheet per component shall be provided in the technical memorandum within the tender. The complete technical documentation shall be submitted at the technical acceptance of the plants.

This documentation will include all the detailed characteristics and conditions of use of the components. Each of the technical requirements must be verifiable.

In addition, the Tenderer shall complete and provide all tables of technical characteristics of the main components.

Other so-called secondary components not listed below will be supplied by the Contractor as part of the overall installation and commissioning service. The tenderer is free to include additional technical elements or descriptions in his tender if he deems it necessary for a better understanding of the proposed services.

1.5 Compatibility between components

Tenderers must ensure compatibility of connection and operation between the various components, paying particular attention to the following points

- Supply of PV connectors compatible with the pre-wired connectors on the PV modules and the solar cable supplied, supply of the complete crimping tool if required ;
- Supply of PV connectors compatible with the pre-wired connectors at the input of the DC PV boxes (CDC-PV) and the solar cable supplied, supply of the complete crimping tool if necessary ;
- The cable glands and terminal blocks of the various DC/AC enclosures must be compatible with the cable cross-sections (core and sheath) supplied and the nature of the conductors (copper and/or aluminium) ;
- PV modules must be strictly identical and interchangeable (only one type/brand/power of module) ;
- All components (inverters, converters, DC/AC boxes, low-voltage switchgear, etc.) are designed for wall mounting on masonry walls and partitions ;
- The meters and associated management systems should be of the same make.

2. photovoltaic plant

2.1 Installation of the solar panel

- Made from crystalline silicon cells (mono or poly);
- Thin film modules are not allowed;
- Glass assembly (min. 3.2 mm) rear side tedlar or glass (bi-glass modules accepted and encouraged);
- Consists of 60 or 72 6" cells connected in series;
- Positive power tolerance;

- The results of the flash tests should be kept available and can be requested upon delivery of the modules;
- Delivered pre-wired with junction boxes containing a minimum of 3 bypass diodes, PV-specific plug-in connectors, junction boxes that have never had a proven serial fault ;
- Anodised aluminium frame;
- Max system voltage greater than or equal to 1000 Vdc;
- Class II in accordance with NF EN 61140;
- Individual labelling including : manufacturer, model, place of manufacture, electrical characteristics, serial number;
- Manufacturer affiliated to a PV module recycling organisation (e.g. PV Cycle);
- Conformity to IEC 61215 and IEC 61730-1-2 and to the CE directives, certified by an approved laboratory;
- 90% power guarantee at 10 years and 80% at 25 years;
- Product warranty of 10 years or more;
- Anti-theft bolts to protect each solar panel.

2.2 PV off-hook connectors

- MC4 PV plug-in connectors, pre-fitted on components and/or to be supplied by the Contractor, male-female assembly to be provided systematically:
 - Pre-wired on module cable
 - At the end of the chain cables
 - At the input of the DC-PV boxes
- Minimum characteristics to be respected:
 - Rated voltage 1,000 Vdc minimum
 - Class II
 - Contact resistance 0.5 mOhms maximum
 - IP 65 minimum
 - Complies with the NF EN 50521 standard
 - Supply of metal and plastic parts.

2.3 Supporting structures of the PV array

- Unit/modular element that can accommodate modules in portrait or landscape position;
- 100% aluminium construction and 100% grade 316 stainless steel screws and bolts (galvanised steel not allowed);
- Supplied with all fasteners for the module field, compatible with the supplied modules ;
- Drilling for earthing ;
- Module fasteners that reduce the risk of theft : PV modules embedded/wired in special profiles (e.g. U-shaped) and termination sheets fastened with corrugated nails or equivalent. Tamper-proof fasteners are also allowed (break-away fasteners, or with resin).

The modules will be installed on self-supporting sheet metal trays and connected to the steel structure of the laboratory.

2.4 Storage batteries

The proposed batteries must meet the following specifications :

- Minimum cycling capacity of 3500 cycles at nominal system operating conditions and 30°C;
- Ability of the battery system to deliver the maximum power consumption for 2 hours. The permissible discharge current should be adapted to this constraint;
- All accessories for electrical connection and protection of live metal part;
- Safety instructions ;
- Required battery capacity (52 kWh/day useful) at least equal to the specified specifications.

2.5 Synchronous inverters (if AC or mixed AC/DC architecture)

- Three-phase + neutral output 230/400 V, single inverter or set of three inverters accepted;
- High efficiency MPPT function (over 98%);
- Compliance with NF EN 61000-3-2, coefficient of harmonic distortion less than 3%;
- Yield (Euro-GDP) above 95%;
- For each inverter or set of inverters, the system should be able to accommodate up to 20% more PV panels without modification, in order to scale up the power over time, depending on the needs of the Laboratory;
- Wall mounting;
- Designed for operation in high temperature areas, IP65 minimum;
- Minimum 5 year manufacturer's warranty, can be extended;
- Dynamic screen with display of the main operating characteristics in instantaneous and cumulative values;
- Possibility of dialogue via wifi or Bluetooth ;
- With a wired RS485 communication bus for installation in a remote monitoring device.

2.6 Controller (if DC or mixed AC/DC architecture)

- Output voltage equivalent to battery voltage (48 V preferred);
- High efficiency MPPT function (over 98%);
- For each inverter or set of inverters, the system should be able to accommodate up to 20% more PV panels without modification, in order to scale up the power over time, depending on the needs of the centre;
- Wall mounting;
- IP20 minimum;
- Minimum 5 year manufacturer's warranty, can be extended;
- With a wired communication bus for installation in a monitoring device.

2.7 Bidirectional AC/DC converter

- IP 20 minimum, a higher IP or enclosure without performance degradation will be appreciated;
- Ability to absorb power calls (motor starting) from 3xIn;
- Nominal battery voltage 48 Vdc /51.2 VDC;
- Charging algorithm adapted to the proposed battery technology;
- Output voltage 230 /400 V pure sine (TDH < 5 %), 50 Hz;
- Minimum converter efficiency of 94%, efficiency at 10% Pnom > 80%;
- Parallel operation (master/slave) and three-phase configuration (from 3 units) possible;
- Different charging modes with adjustable voltage threshold, period and duration, temperature compensation;
- Voltage thresholds for the different charging modes of the pre-alarm and low battery protections, with configurable voltage threshold, period and duration;
- Internal short circuit protection on AC output;
- Reverse polarity protection;
- Overload protection and restart;
- The inverter must be able to accommodate two AC inputs (generator and national grid).

2.8 Low Voltage Switchboard

- Inlets at the bottom of the enclosure, via cable glands for flexible multi-strand HO7 RNF cable (see type and section below).
- Protection of the cables by thermal-magnetic circuit breakers curve C or fuses (protection of the phases, without cutting off the neutral). The rated current of the circuit breakers shall be in accordance with the cross-section of the protected conductor, and greater than

or equal to 1.4 times the associated maximum rated transit current, to limit the risk of heating.

- Main circuit breaker on top, controllable (opening/closing) by the relays of the bidirectional converter :
 - AC lightning protection type 2 ;
 - 4-pole source inverter ;
 - General network meter (electronic or mechanical display) ;
 - Separate feeder for room power supply (auxiliary) ;
 - The outlets to the customers will be made with screw terminal blocks (cage terminal blocks prohibited) allowing the electrical connection to the protected busbar with tubular lugs crimped into the single-pole cables intended for the network. (NB for reasons of space and functionality, this function can be carried out in a second enclosure nearby).
- The main switchboard must allow the management of a generator input and a network input.
- In all cases, the LVB will at least fulfil the functions of protection of persons and property.

2.9 CDC-PV box

The CDC-PV box is located between the PV array and the associated synchronous inverter/regulator. Each inverter has its own CDC-PV box, installed in the direct vicinity of the inverter concerned.

- IP54 PVC enclosure, for wall mounting, with a front panel that can be opened and not padlocked : the disconnecting switch(es) in each enclosure must be able to be operated in all circumstances, without the use of tools, in the event of an emergency (handle on the front panel permanently accessible).
- Design in accordance with the requirements of UTE 15-712-1, July 2013
- Internal wiring with PV cable (see below) only
- Electrical architecture :
 - Inputs (+ and -) for PV strings ($V_{co\ max} = V_{co\ STC} * 1.1$) / ($I_{dc\ in\ max} = I_{cc\ STC} * 1.25$), PV plug-in connector ;
 - Parallelisation of channels where appropriate ;
 - Cable gland outlets for solar cable to inverters ;
 - Fuse protection of the return currents if applicable (see UTE C15-712-1 guide), if the value of the return current (I_r) of the modules and the number of strings in parallel justify it ;
 - No duplicate cables in the enclosure (2 parallel cables per cable not allowed);
 - Disconnecting switches : disconnecting the whole PV array associated with each tracker of the inverter (if double tracker inverter, 2 disconnecting switches, or one single switch that can disconnect both trackers);
 - Implementation of surge arresters downstream of disconnecting switches ;
 - Type 2 PV surge protectors in accordance with NF EN 50539-11, (with lightning indicator in good condition) on the feeders of the synchronous/regulator inverters. If the arresters are present in the synchronous inverters, they will not be integrated in the CDC-PV cabinet ;
 - Spare lightning arrester cartridges (1 unit per box),

2.10 Battery box CDC-BAT

- PVC enclosure or metal cabinet IP54, for wall mounting, with door that can be opened with a handle, general cut-off at the front (the cabinet can be opened under load), ventilation grille.
- Box containing fuses (Gg) or bolt-on fuses and disconnecting switches (specific to direct current), respecting the rules for the protection of persons and property proposed in the attached diagrams.
- Input and output connection on busbar only, with crimped terminal.
- Cable glands compatible with single-pole HO7 RNF cable suitable for the system voltage

- and current and limiting the maximum segment voltage drop to 1%.
- The pre-emptive clamp for the installation of Gg fuses or bolt-on fuses will be included in the contract.

2.11 Main pipelines

DC PV pipe

- Identification : PV field CDC PV synchronous inverter
- Solar cable, single pole, double insulated, class II
- Compliance with UTE C32-502 guide,
- Maximum core operating temperature : 120°C,
- DC voltage withstand : 0.9/1.8 kV,
- Black colour,
- Marking on the cable : brand and technical characteristics,

AC ducting: Inverter / LVB

- HO7 RNF copper cable (flexible), 5GX.
- Complies with EN 50525-2-21
- Operating voltage 0.6/1 kV

AC line: Bidirectional converter / LVB

- HO7 RNF copper cable (flexible), 5GX.
- Complies with EN 50525-2-21
- Operating voltage 0.6/1 kV

AC pipeline: Generator / LVB

- U 1000 R2V copper cable (Rigid), 5GX or U1000 R2V single core independent
- Complies with XPC C 32-321
- Operating voltage 0.6/1 kV

DC channel: Bidirectional converter / CDC BAT

- HO7 RNF copper cable (flexible), single-pole
- Complies with EN 50525-2-21
- Operating voltage 0.6/1 kV

DC line: CDC BAT / BATTERY

- HO7 RNF copper cable (flexible), single-pole
- Complies with EN 50525-2-21
- Operating voltage 0.6/1 kV

Equipotential bonding cable / protective conductor

- HO5 V/K copper cable (flexible) single-pole / minimum cross-section 16mm² for all equipotential connections and earthing
- Complies with NFC 32-201 standard

Other piping between the main LV board and any ancillary boxes

- If additional cabinets are required to fulfil all the functions of the LVB, the Contractor is free to propose HO7 RNF or 1000 R2V ACs.

2.12 Steering of the package

All the parameters of each central unit must be parameterisable using a single common interface for all the accessories/components : synchronous inverters, bidirectional converters, relay control, probes and any shunts. The main settings of the interface must be directly parameterisable on site, without additional accessories (computer, tablet). The secondary settings (expert mode) can be made by connecting to a computer/tablet.

2.13 Set-up of the system

All the fine adjustments (in particular concerning battery management) from the bidirectional converter control unit will be carried out jointly with the project manager and the Contractor, during the provisional technical acceptance, and adjusted during the guarantee retention period until the final technical acceptance.

2.14 Labelling / marking

The Contractor shall implement labelling/identification on each of the components that is extremely clear, durable (rigid engraved plates) and consistent with the DOE and DEM. The labelling shall be as complete and explicit as possible. Full safety signage will also be displayed.

2.15 Safety equipment

In addition to the PPE provided for handling the batteries, the Contractor shall install 1 fire extinguisher (Class E gas fire extinguisher) in each plant.

2.16 Monitoring

The system will be equipped with a monitoring facility allowing :

- Monitoring of the production plant ;
- Monitoring of user consumption ;

A single monitoring tool linking the two aspects would be appreciated.

For the production plant, the tool must allow :

- Real-time display of the main instantaneous operating data of the PV plant, at least :
 - Time, date ;
 - Operating characteristics on the DC side ;
 - Operating characteristics on the AC side ;
 - Daily energy delivered, in kWh ;
 - Cumulative total energy produced since commissioning, in kWh (MWh).
- Recording on external media (SD card or USB key) of the main operating data of the inverters, for a maximum of 5 minutes, with a minimum storage time of 1 year.
- Online data storage plus local access possible.
- The monitoring system must offer an API

For the distribution and user part :

- Overall site consumption ;
- Online data storage plus local access possible ;

The following additional elements would be appreciated :

- Temperature of the premises, sunlight of the site,
- Possibility of sending alerts,
- Possibility to upload data in case of station failure (backup by external battery).

The monitoring system must be implemented via an RS485, Wifi or Bluetooth bus, which must integrate all the components (synchronous inverters, bidirectional converters, external shunt/relay if necessary).

The monitoring system will be powered by the electrical network through the dedicated auxiliary power supply.

The monitoring system must have a screen. If this is not the case, the Contractor shall provide the

necessary PC or tablet to read the information from the system.

The Contractor will supply all RS485 cables and RJ45 connectors required to fully implement the monitoring system for each plant.

The monitoring will be delivered with remote monitoring equipment by aerial telecommunication (local GSM DATA network), including GSM modem, supply and commissioning.

The required data subscription will be paid for by the successful bidder during the duration of the maintenance contract (1 year). The data sent must be usable on an online platform (such as the UPS manufacturer's monitoring platform), accessible from a computer connected to the Internet, free of charge. Tenderers are invited to enquire in advance about the feasibility and cost of data subscription in the local context, and to inform their tender of the possible limits and risks.

V. DESCRIPTION OF THE ACTIVITIES TO BE CARRIED OUT BY THE CONTRACTOR

In general, the market includes :

- The supply by the successful tenderer of all the material necessary for the realisation of the installations;
- Setting up and assembling the equipment;
- Control and acceptance tests of the equipment supplied by the successful tenderer;
- Testing and commissioning of installations;
- The supply of drawings and diagrams, as well as all documents such as explanatory notes, maintenance manuals and spare parts lists. All these documents are written in English;
- Training of users in the use and maintenance of the equipment installed.

In short :

- Supply and installation of solar equipment (PV, batteries, cabling, inverters, panel supports, access roads to the panel installation roof, metal grids and solar battery supports, ...) in accordance with the Special Conditions of Contract in general and the Terms of Reference in particular.
- The service provider provisionally notified as the successful tenderer must provide the project owner with the execution file for approval, which will include verification of the sizing, details of the solar equipment to be ordered, and the technical specifications of each piece of equipment that meets the required quality.

Supplies must be new and guaranteed original. They must be free of any defect or fault that could impair their appearance and proper functioning, and they must comply with the "Technical Data Sheets" section.

The tenderer shall enclose with his tender :

- technical data sheets for supplies ;
- certificates and attestations of origin of supplies to be delivered together with the supplies;
- the documentation relating to the supplies (leaflets, technical documentation, etc.).

6 Forms

6.1 Identification form

6.1.1 Natural person

To complete the form, please click here:

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

I. PERSONAL DATA			
SURNAME(S) ¹⁰			
FIRST NAME(S)			
DATE OF BIRTH			
DD	MM	YYYY	
PLACE OF BIRTH (TOWN, VILLAGE)	COUNTRY OF BIRTH		
TYPE OF IDENTITY DOCUMENT			
IDENTITY	CARDPASSPORTDRIVING	LICENCE ¹¹	OTHER ¹²
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ¹³			
PERMANENT PRIVATE ADDRESS			
POSTAL CODE	P.O. BOX	CITY	
REGION ¹⁴	COUNTRY		
PRIVATE PHONE			
PRIVATE EMAIL			

¹⁰ As stated in the official document.

¹¹ Only accepted for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, USA and Australia.

¹² In the absence of other identity documents: residence permit or diplomatic passport.

¹³ See the table of corresponding names by country.

¹⁴ Indicate region, state or province only for non-EU countries, excluding EFTA and candidate countries.

II. BUSINESS DATA		If YES, please provide your business details and attach copies of official receipts.
Do you run your own business without a separate legal personality (you are a sole trader, self-employed, etc.) and as such you provide services to the Commission or other EU institutions, agencies and bodies? OUINON	COMPANY NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY	
DATE	SIGNATURE	

6.1.2 Private/public law entity with a legal form

To complete the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdfe19b>

OFFICIAL NAME¹⁵		
TRADE NAME (if different)		
ABBREVIATION		
LEGAL FORM		
	PROFIT TYPE	
ORINON	NON-PROFIT	ORGANISATIONS¹⁶
MAIN REGISTER NUMBER¹⁷		
SECONDARY REGISTER NUMBER (if applicable)		
PLACE OF	MAIN REGISTRATIONCITYCOUNTRY	
DATE OF MAIN REGISTRATION	DDMMYYYY	
VAT NUMBER		
Account number for payments		
Financial institution		

¹⁵ National name and its translation into EN or FR, if applicable.

¹⁶ NGO = Non-governmental organisation, to be filled in for non-profit organisations.

¹⁷ The registration number in the national business register. See the table of corresponding names by country.

Open on behalf of	
ADDRESS OF THE REGISTERED OFFICE	
POSTAL CODE	. O. BOX
	CITY
	PAYPAL
EMAIL	
DATE	STAMP
SIGNATURE OF THE AUTHORISED REPRESENTATIVE	

6.1.3 Public law entity¹⁸

To complete the form, please click here:

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

OFFICIAL NAME¹⁹	
ABBREVIATION	
MAIN REGISTER NUMBER²⁰	
SECONDARY REGISTER NUMBER	
(if applicable)	
PLACE OF	MAIN REGISTRATION CITY COUNTRY
DATE OF MAIN REGISTRATION	DDMMYYYY
VAT NUMBER	
OFFICIAL ADDRESS	
POSTAL CODE	.O. BOX
	CITY
	PAYPAL
EMAIL	

¹⁸ Public law entity WITH LEGAL PERSONALITY: A public law entity capable of representing itself and acting in its own name, i.e. capable of suing, acquiring and disposing of property, and entering into contracts. This legal status is confirmed by the official legal act establishing the entity (law, decree, etc.).

¹⁹ National name and its translation into EN or FR, if applicable.

²⁰ Registration number of the entity in the national register.

DATE	STAMP
SIGNATURE OF THE AUTHORISED REPRESENTATIVE	

6.1.4 Subcontractors

Name and legal form	Address / registered office	Object

6.2 Tender form - Price

By submitting this tender, the tenderer undertakes to execute, in accordance with the provisions of the « **CSC BEL22004-10018 - Supply contract for the "supply, installation and commissioning of solar photovoltaic systems and batteries – Lake Tanganyika Research Unit-Mpulungu -Zambia** », this contract and explicitly declares that it accepts all the terms and conditions listed in the CSC and waives any derogatory provisions such as its own terms and conditions

The unit prices and overall prices of each of the items in the inventory shall be established in accordance with the relative value of these items in relation to the total amount of the tender. All overheads and financial costs, as well as profit, shall be allocated to the various items in proportion to their importance.

The value added tax is the subject of a special item in the inventory, to be added to the amount of the tender. The tenderer undertakes to execute the public contract in accordance with the provisions of the **CSC / BEL22004-10018**, at the following prices, expressed in euros and exclusive of VAT :

..... (Amount in words and figures).

VAT percentage :

In the event of approval of this tender, the bond will be set up under the conditions and within the time limits prescribed in the special conditions of contract.

Confidential information and/or information relating to technical or commercial secrets shall be clearly indicated in the tender.

In order to make a proper comparison of the tenders possible, the technical data or documents mentioned << below or in points 5 and 6.3, duly signed, must be attached to the tender.

As an annex to the tender form, the tenderer shall attach to its tender the technical specifications and documents requested in the terms of reference justifying the quality and conformity of the supplies and accessories proposed.

The tenderer declares on his honour that the information provided is true and correct and that he is fully aware of the consequences of any false declaration.

Certified as true and correct,

Done at on .../.../2023.

6.3 Price list or Inventory

Quantities and estimates

N°	Items relating to PV supplies and installations	Technical specifications	Units	Quantity of requirements	Unit Price in €	Total Price in €
1	PV, AC or DC regulation, structure and panel supports	See IV.2.1, IV.2.2 to IV. 2.3	KWp	15		
2	Storage Raw battery	IV.2.4	KWh	53		
3	Inverter power (kW), inverter, regulator and its accessories	See IV.2.5, IV.2.6, IV.2.7, IV.2.8 and IV.2.9	KW	22		
4	Installation of wiring, bulbs and all other accessories	See section IV.2.11	Package	1		
5	Installation of a metal grid for batteries inside the building	IV.2.10	Package	1		
Total price excluding VAT						
VAT						
Total price incl. VAT in EUR						

Unit price schedule

N°	Items relating to PV supplies and installations	Technical specifications	Units	Unit Price in Euros in figure	Unit Price in € in letter
1	PV, AC or DC regulation, structure and panel supports	See IV.2.1, IV.2.2 to IV. 2.3	KWp		
2	Storage Raw battery	IV.2.4	KWh		
3	Inverter power (kW), inverter, regulator and its accessories	See IV.2.5, IV.2.6, IV.2.7, IV.2.8 and IV.2.9	KW		
4	Installation of wiring, bulbs and all other accessories	See section IV.2.11	Package		
5	Installation of a metal grid for batteries inside the building	IV.2.10	Package		

N.B.: The contractor shall provide the number of batteries, solar panels, inverter, converter

and other accessories that can produce the requirements mentioned in the column of requirements quantities.

All bidders are reminded to consider all the price elements listed in clause 3.4.4 of the Tender specifications when proposing their overall and unit prices.

6.4 Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of its directors was found guilty following an indefeasible **judgement** for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° Terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or financing of terrorism
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 5 000, 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. when the candidate or tenderer is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity.**

The following are considered serious professional misconduct, among others:

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

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

5. 5° when a conflict of interest within the meaning of Article 6 of the Law cannot be remedied by other, less intrusive measures;
6. 7° when significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction; Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

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

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

Pour les Nations Unies, les listes peuvent être consultées à l'adresse suivante : <https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

Pour l'Union européenne, les listes peuvent être consultées à l'adresse suivante : <https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

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

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

Pour la Belgique :

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

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

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

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

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

Date

Location

Signature

6.5 Integrity Statement of the tenderer

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

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

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

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

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

Date

Location

Signature

6.6 Selection file – Economic capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
Economic and financial capacity - see art. 67 of the Royal Decree of 18.04.2017	
<p>The tenderer must have achieved in one of the last three financial years:</p> <p>A total turnover of at least 120,000 Euros (2019, 2020 and 2021).</p> <p>He must enclose with his offer a declaration of the total turnover achieved during the last three financial years, unless the total turnover is mentioned in the approved annual accounts that can be consulted via the electronic counter (these are the annual accounts filed with the National Bank of Belgium, drawn up in accordance with the full accounting scheme, or in accordance with the shortened accounting scheme in which the optional mention of the total turnover achieved has been completed).</p> <p>NB: For foreigners, provide the required turnover declarations to the competent entities of their country of origin</p>	<p>Attach:</p> <p>Declarations of turnover to the competent bodies in the countries of origin (Revenue Offices for nationals of countries in the sub-region)</p>

The tenderer must also provide evidence of his financial solvability.

This financial capacity will be evaluated on the basis of the approved Financial Statements of the last three years deposited with the National Bank of Belgium. Tenderers who have deposited their approved Financial Statements with the National Bank of Belgium do not have to include them in their tender since the contracting authority can consult them via the digital portal of the federal authority.

Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years shall include them in their tender. This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired. For individual undertakings it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date). In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant or the registered auditor will do.

Foreign enterprises must also attach to their tender their approved Financial Statements for the last three financial years or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.

Also include with their bid **the approved annual accounts for the last three years** or a document showing all the company's assets and liabilities **(2019,2020 and 2021)**

<p>A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:</p> <ul style="list-style-type: none"> • Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect. • The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion. • (OPTIONAL) Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract. • (OPTIONAL) The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group. <p>Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.</p>	<p>Same documents as the bidder</p>
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6.7 Selection file – Technical aptitude

<p>The tenderer must have sufficiently competent personnel to be able to perform the contract properly:</p> <ul style="list-style-type: none"> ✓ Engineer Manager of installations: Must be Electrical or civil Engineer, Electromechanical Engineer or Solar Energy Engineer or equivalent, with 7 years of general experience and three years of specific experience in solar energy installation, either in supply studies, solar installation and either in the supervision of photovoltaic supply and installation works. He must have completed at least three similar contracts. ✓ Site Manager Technician: must be an Electrical Technician of at least baccalaureate level with 8 years of general experience and 5 years of specific experience in solar installation works or supervision of solar installations. He must have successfully completed at least three similar contracts with supporting evidence. <p>The tenderer shall attach to its tender a list of the personnel who will be employed during the performance of the contract. In this document, the tenderer shall mention the diplomas held by the personnel, as well as their professional qualifications and experience:</p>	<p>Attach:</p> <p>CVs signed in 2023;</p> <p>Certified diplomas;</p> <p>Attestations of services rendered and any other document deemed useful.</p>
<p>The tenderer must have references that have been carried out in the last five years: 2018, 2019, 2020, 2021 and 2022</p> <ul style="list-style-type: none"> • It must have successfully completed at least one (1) similar contract of comparable financial value, nature and complexity to this contract. <p>The tenderer shall attach to his tender a list of the most important supplies delivered over the last three years, stating the amount and date and the public or private recipients. The references shall be proven by certificates issued or countersigned by the competent authority or, where the recipient was a private purchaser, by a certificate from the purchaser or, failing that, by a simple declaration from the supplier.</p>	<p>Acceptance report or certificate of satisfactory performance;</p>
<p>An indication of the share of the contract that the supplier may intend to subcontract.</p>	<p>See form 6.1.4 and is subject to the same requirements as the tenderer</p>

<p>A tenderer may, where appropriate and for a given contract, rely on the capacities of other entities, regardless of the legal nature of the links between itself and those entities. The following rules shall then apply :</p> <ul style="list-style-type: none"> • If an economic operator wishes to have recourse to the capacities of other entities, it shall provide the contracting authority with <u>proof</u> that it will have the necessary means at its disposal, in particular by producing <u>the commitment of those entities to that effect.</u> • The contracting authority will check whether the entities whose capacity the economic operator intends to call upon <u>meet the selection criteria</u> and whether there are any <u>grounds for exclusion</u> on their part. • <i>(OPTIONAL) the contracting authority may require that certain essential tasks be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a participant in that group.</i> <p>Under the same conditions, a group of candidates or tenderers may rely on the capacities of the participants in the group or on those of other entities.</p>	<p>Same documents as the bidder</p>
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6.8 Documents to be submitted – exhaustive list

✓ **For qualitative selection**

1. Turnover declarations to the competent entities;
2. Diplomas, updated CV's signed by the aligned staff, certificates of services performed;
3. The tenderer's references are supported by certificates of achievement or proof of performance as the main contractor.

✓ **To check the regularity**

1. The completed Tenderer Identification Form in accordance with the Tenderer Status (Form 6.1);
2. The completed and signed Offer Form and Inventory (Form 6.2 and 6.3);
3. Declaration of honour by the tenderer (see form 6.4)
4. The duly signed declaration of the tenderer's integrity (see form 6.5);
5. All documents necessary to verify the conformity of the supplies and installation services.
6. After-sales services offered

✓ **For award criteria**

The completed and signed Offer Form and Inventory (Form 6.2 and 6.3).

6.9 Annexes

6.1.5 << GDPR clause (in case where service provider will process personal data)

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

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

AGREEMENT on the Processing of personal data (GDPR)

Between:

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

Represented by: [.....],

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

AND:

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

Represented by: [.....],

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

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

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

Preamble

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

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

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

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

Article 1 – Modification Definitions

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

Article 2: Subject-matter of the Agreement

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

Article 3: Instructions of the contracting authority

- 3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the

personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.

- 3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.
- 3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.
- 3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

Article 4: Assistance to the contracting authority

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

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

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

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

- 4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying

out the data protection impact assessment in accordance with Article 35 of the Regulation.

Article 5: Obligations of the contractor/processor

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

Article 6: Obligations of the contracting authority/controller

- 6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.
- 6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority

notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

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

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

Article 7: Use of subsequent subcontractors/processors

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR.²¹
- 7.2. The contractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The contracting authority disposes of a minimum period of 30 days from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.
- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GPDR and assures the rights of the data subject concerned.
- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent

²¹ To be adapted in accordance with Tender Specifications.

subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

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

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

Article 8: Rights of the data subject concerned

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

Article 9: Security measures

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.
- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

- 10.1. The contractor acknowledges that the contracting authority falls under the supervision of one or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contractor's regular office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.
- 10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.
- 10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries

and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.

- 10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.
- 10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.
- 10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

Article 11: Transfers to third parties

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

Article 12: Transfer outside the EEA

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

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

Article 13: Behaviour towards national government and judicial authorities

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

Article 14: Intellectual property rights

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

Article 15: Confidentiality

15.1. The contractor undertakes to guarantee the confidentiality of personal data and of their processing.

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

Article 16: Liability

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

16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.

16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.

16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.

17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.

17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

Article 18: Mediation and competence

18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:

- To refer the dispute to mediation with an independent person
- To refer the dispute to the courts of the place of establishment of the contracting authority

18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.

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

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

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

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

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

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor²²

1. Processing activities carried out by the subcontractor

Subject matter of processing:

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

Duration of the processing:

Purpose of the processing:

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

- Personal identification data (e.g. name, address and telephone)

²² To be filled out by the contracting authority and the contractor.

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

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

- Special categories of personal data (Art. 9 GDPR)
 - Data revealing racial or ethnic origin
 - Data concerning sexual orientation
 - Political opinions
 - Trade union membership
 - Religious or philosophical beliefs

- Data concerning health (Art. 9 GDPR)
 - Physical health
 - Mental health
 - Risk situations and risk behaviours
 - Genetic data
 - Healthcare data
- Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
 - DNA data

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

- (Potential)/(former) clients

If yes, <describe>

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

If yes, <describe>

- (Potential)/(former) suppliers

If yes, <describe>

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

If yes, <describe>

- Other category

If yes, <describe>

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

<Describe>

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

<Describe>

7. Processing place

<Describe>

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

<Describe>

8. Use of following subsequent subcontractors/processors:

<Describe>

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

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

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

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

Annex 2: Security of processing²³

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and

²³ To be filled out by contractor

organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.²⁴

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

These security measures comprise the following, among others:

- [Describe]

²⁴ Consideration 81 of the GDPR