# Forms

## Financial identification

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| **BANKING DETAILS** |
| ACCOUNT NAME [[1]](#footnote-1) |  |
| IBAN/ACCOUNT NUMBER[[2]](#footnote-2) |  |
| CURRENCY |  |
| BIC/SWIFT CODE |  |
| BANK NAME |  |
|  |
| **ADDRESS OF BANK BRANCH** |
| STREET & NUMBER |  |  |
| TOWN/CITY | POST CODE |
| COUNTRY |  |

|  |
| --- |
| **ACCOUNT HOLDER’S DATA** AS DECLARED TO THE BANK |
| ACCOUNT HOLDER |  |
| STREET & NUMBER |  |  |
| TOWN/CITY | POST CODE |
| COUNTRY |  |

|  |  |
| --- | --- |
| SIGNATURE OF ACCOUNT HOLDER (Obligatory) | DATE (Obligatory) |

## Declaration on honour – exclusion criteria

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

1) The tenderer or one of its ‘directors [1]’ was found guilty following a conviction by final judgement for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;

4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

a. A breach of Enabel’s Policy regarding sexual exploitation and abuse – June 2019

b. A breach of Enabel’s Policy regarding fraud and corruption risk management – June 2019

c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

5) When a conflict of interest cannot be remedied by other, less intrusive measures;

6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

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

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

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

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

For Belgium:

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

……………………………..

Place, date

## Integrity statement for the tenderers

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

* Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves of for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
* The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
* I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel’s Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel’s Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.
* If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:
* In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
* Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
* Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
* The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

……………………………..

Place, date

## Economic and financial capacity

The tenderer must have achieved an average annual turnover of at least **100.000 Euros (or equivalent in national currency)** for three consecutive accounting years within the last four years (2019, 2020 and 2021 or 2020, 2021 and 2022).

The tenderer must complete the following table of financial data based on his/her annual accounts.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Financial data** | **Year- 2****€ or MZN** | **Year- 1****€ or MZN** | **Last year****€ or MZN** | **Average****€ or MZN** |
| Annual turnover, excluding this public contract[[3]](#footnote-3) |  |  |  |  |

The tenderer must also provide the **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. In cases where the publication of financial statements is prescribed by the legislation of the country in which the operator is established and where these financial statements can be consulted via an electronic counter, then the tenderer can provide an extract of this statement. The tenderer shall provide an English glossary of relevant terms in the event the financial statements are not made out in English, French, Dutch or Portuguese.

## References of similar services

The tenderer must provide in his offer 3 references of **similar services performed in the last three (3) years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those works.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of the main similar works and location** | **Amount involved** | **Completion date in the last 3 years** | **Name of the public or private bodies** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**For each of the projects listed**, the tenderer must provide in his offer the **certificates of completion** (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices…) approved by the entity which awarded the contract.

## Financial offer & tender form

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| **Do NOT change the “Financial offer & tender form”. Reservations are not permitted.** |

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following lump-sum price, in EUR/MZN and exclusive of VAT (written in figures):

| **#** | **Item / Description** | **Unit** | **Quantity** | **Unit price excl. VAT** | **Total price excl. VAT)** |
| --- | --- | --- | --- | --- | --- |
| 1 | **Unarmed guard** | Person | 2 |  |  |
|  | **Total excl. VAT:** |  |
|  | **VAT percentage (if applicable)** | **….%** |

|  |
| --- |
| Cf. points 3.4.2 “Price determination”, 3.4.3 ”Elements included in the price” and 4.15“General payment modalities (Art. 66-72 and 160)”. |

Name and first name: ………………………………………………

Duly authorised to sign this tender on behalf of: ………………………………………………

Place and date: ………………………………………………

Signature: ………………………………………………

1. This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account. [↑](#footnote-ref-1)
2. Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established. [↑](#footnote-ref-2)
3. Last accounting year for which the entity's accounts have been closed. [↑](#footnote-ref-3)