

BDI23002-10079 & BDI25003-10001: Public contract for the « *Supply and Deployment of Instrumented Buoys on Lake Tanganyika* »

Overview of the questions

N°	Questions	Replies to questions
1	§2.5 "The procurement contract starts one (1) day after award notification and lasts 465 days, including the 12-month guarantee period" --> what about the maintenance during 4 years, will it be part of another contract if needed?	Maintenance typically takes place after the warranty period and must be covered by a separate contract. During the warranty period, after-sales service is provided. However, section 5.2.6.8 stipulates that the contractor must describe and price all maintenance services for the entire duration of the project. We therefore invite you indicate the cost of a maintenance (and what it includes) for 4 years distinctly in case this would be chosen.
2	§4.10.1 "The supplies must be delivered within 100 calendar days as from the day following the date on which the supplier received the contract conclusion notification letter" --> this is quite short considering the preparation time in warehouse + maritime transport + custom clearance, is there any flexibility please?	There is some flexibility: please indicate the minimal and optimal timing that would be reasonably possible.
3	§5.2.4.3.6 ADV --> there is no benefit to deploy an ADV additionally to an ADCP as it will measure the exact same parameter but only on a single point (compare to the ADCP which measures on a whole profile), can we remove this sensor?	We request both instruments because the ADCP measures the water-column current structure while the ADV quantifies the resulting small-scale turbulence and mixing, allowing us to relate hydrodynamic forcing to actual vertical fluxes. The ADCP will measure slow motions (seconds to minutes), while the ADV will measure the rapid velocity fluctuations (fractions of a second) needed to compute turbulence and dissipation. If an ADCP could provide both type of information, you may indicate it.
4	§5.2.5.6.4 Single-Point Doppler Current Sensor --> same question, no need with an ADCP already deployed	We request both instruments because the ADCP measures the water-column current structure while the ADV quantifies the resulting small-scale turbulence and mixing, allowing us to relate hydrodynamic forcing to actual vertical fluxes. The ADCP will measure slow motions (seconds to minutes), while the ADV will measure the rapid velocity fluctuations (fractions of a second) needed to compute turbulence and dissipation. If an ADCP could provide both type of information, you may indicate it.
5	§6.4.1 inventory prices --> for system #1 and #2, can you confirm that the ADCP must be integrated on the surface buoy, not the subsurface line please? Same question for #6 and #7	It would be interesting to have the ADCP integrated on the surface buoy as this would allow real time data and use of this information for warning to the fishermen. If there are arguments for doing differently, you may propose both solutions with prices.
6	Can we have some technical info on the existing buoy deploy in Mahale? (pictures, dimensions, buoyancy, possibility to add a mast for weather station?)	We have no technical information on the existing buoy at Mahale, but we have a picture that is attached.
7	Am seeking clarification on the following clause 5.2.3:	The survey of the six sites must not be carried out before the tender is submitted , but it must be included in the

N°	Questions	Replies to questions
	<p>1.Reconnaissance survey: Kindly confirm if we need to do a site survey of the six location before the bid submission. Also confirm if you will be providing the echosounder for the survey or we have to use ours.</p>	<p>tender as a preparatory task for the deployment of the buoys. The supplier must use its own echo sounders.</p>
8	<p>In regard to ESPD submission is the form available in the tender or we are supposed to download? I have seen the forms in the Bid but I am not 100% certain if ESPD form is among them.</p>	<p>This ESPD form is not included in the Tender specifications, but it has been published with the Tender specifications on the Enabel website. We therefore invite you to visit this website: www.enabel.be</p>
9	<p>Just quick questions, there is no picture of the Mahale buoy enclosed, is it possible to send it back please?</p>	
10	<p>I have noted the submission deadline is set for March 10, 2026. Considering the extensive scope and requirements detailed in the documents, wondering if there might be a possibility for an extension of the bid submission deadline?</p>	<p>The deadline for submitting bids has already been postponed (see the addendum published on the website: www.enabel.be)</p>
11	<p>The Aanderaa-Xylem single point Acoustic Doppler Currents Sensor (DCS) is not an ADV. An ADV measures 3D currents in a small volume. Because of the small volume it gives noisy currents data of inferior quality compared to sensors that measure in a larger volume and that are correcting every single acoustic ping for mooring movements, changes in heading and tilt. At Sontek-Xylem we have long experience in development and use of ADVs to measure and calculate flow in creeks and small rivers. The only benefit of an ADV in ocean and lake applications as this one is that you are able to measure close to an interface, like a wall or at the bottom. One example of this is Eddy correlation estimates of oxygen consumption/production at the seafloor. ADVs have also been used to calculate turbulence, but this you can also do with our DCS, at a larger scale. You can sample turbulence data with the Aanderaa-Xylem DCS (max sampling rate of 25 Hz) and with, the in this project suggested, pressure-based Wave/Tide sensors (max sampling 4 Hz). Which will give the</p>	<p>The project requires a comprehensive characterization of hydrodynamic processes across multiple spatial and temporal scales. The ADCP was included to measure the vertical structure of current velocities throughout the water column (circulation patterns, vertical shear, internal wave activity, and large-scale transport processes) while the ADV was included to measure high-frequency, three-dimensional velocity fluctuations at a fixed-point allowing quantification of small-scale turbulence, energy dissipation, and mixing intensity. Turbulence would be useful to compare with the Hydrodynamic 3D model probably as turbulence could be an important parameter driving the recruitment success of some fishes. The ADCP was included in the main surface buoy of REGIDESO with the objective to provide also wave information for navigation safety (real time telemetry). If that information could be collected differently, you may propose other solutions.</p>

N°	Questions	Replies to questions
	<p>possibility to calculate turbulence at a similar scale as the ADV. In addition, if you place the ADV on a buoy or on a mooring, it is likely that the currents and turbulence that you measure will be disturbed by the proximity to the buoy/mooring itself. This is not the case for the DCS that automatically measures more than 1 m upstream of the buoy/mooring. To summarize: if you would like to collect high quality current data over long time periods to understand the circulation, an ADV is not the recommended tool. We will propose our DCS instead. This solution combined with our ultra-sensitive pressure-based Wave/Tide/Temp sensors will give end user the possibility to measure currents correctly and calculate turbulence by post-processing the data. Please confirm that this solution is acceptable.</p>	
12	<p>At Regideso do you need both a Doppler Current Profiler Sensor (DCPS) and a Single Point Doppler Current Sensor (DCS) on the underwater string? Currents will already be measured from the buoy with both DCS (surface currents) and DCPS, profile.</p>	<p>If those are already measured with the surface buoy setting, it is not useful to provide a duplicate for the underwater buoy of course.</p>
13	<p>At Kigoma-Tanzania and Kipili-Tanzania do you need both DCPS and DCS on the subsurface strings? Currents are measured with DCPS which has been included on all the strings</p>	<p>No, then, it would be OK probably.</p>
14	<p>At Tanzania-Mahale, equipping existing buoy with 130 m long string hanging below the buoy with O2/T sensors. We do not recommend hanging a long string with sensors below a buoy with a mooring line. There is a significant risk that it gets entangled with the buoy mooring. We have had such experiences before. We will still propose a solution for this, but we are uncertain about how reliable it will be. Questions: What type of mooring is used for the existing buoy? Please send us specifications. What is the buoyancy of the existing buoy?</p>	<p>We do not have any information on the existing buoy beside the attached picture. This is one of the reasons for doing a preliminary survey for the selected company. Would it be possible to install a sliding carriage system running along the existing rope (parallel line) to prevent line entanglement while allowing safe retrieval of the thermistors?</p>
15	<p>2.5 Duration of the public contract & 4.10.1 Deadlines and terms (Art. 116)</p>	<p>The execution period is 100 calendar days; while the warranty period is 12 months, or 365 days, calculated from the provisional acceptance date.</p>
16	<p>4.10.3 Place where the services must be performed and formalities (Art. 149)</p>	<p>TAKIWAMA Project Bujumbura, Burundi Lake Tanganyika Authority Building South Kigobe, USA Road Nr 17 E-mail : didier.cadelli@enabel.be</p>

17	4.10.3 Place where the services must be performed and formalities (Art. 149)	<p>For deployment in Tanzania and Zambia, it will be done in partnership with Tanzania Fisheries Research Institute based in Kigoma. Kigoma harbour will be used.</p> <p>https://www.google.com/maps/place/TAFIRI+Kigoma/@-4.8876473,29.6207343,916m/data=!3m1!1e3!4m6!3m5!1s0x19bf1b3b90fb5777:0xd1aee3b819ef0032!8m2!3d-4.8873995!4d29.6199905!16s%2Fg%2F11g9mx95y5?entry=ttu&g_ep=EgoyMDI2MDIyNS4wKlXMDSoASAFQAw%3D%3D</p> <p>For Zambia, deployment will be done in partnership with Ministry of Fisheries, Lake Tanganyika Research Institute</p> <p>https://www.google.com/maps/place/Department+of+Fisheries+and+Livestock/@-8.7661476,31.1055521,455m/data=!3m1!1e3!4m14!1m7!3m6!1s0x19a7bce14b30325b:0x68a31125ab4db3bf!2sDepartment+of+Fisheries+and+Livestock!8m2!3d-8.7661503!4d31.1068396!16s%2Fg%2F11dfjcr7p5!3m5!1s0x19a7bce14b30325b:0x68a31125ab4db3bf!8m2!3d-8.7661503!4d31.1068396!16s%2Fg%2F11dfjcr7p5?entry=ttu&g_ep=EgoyMDI2MDIyNS4wKlXMDSoASAFQAw%3D%3D</p>
18	4.5 Intellectual property (Art. 19 to 23)	The intellectual property hereby indicated concerns the use of the acquired data only.
19	4.9 Preliminary technical acceptance (Art. 41 -42) & 4.13.1 Acceptance of the products delivered (Art. 64-65 and 128)	<p>There are two steps for the acceptance:</p> <ol style="list-style-type: none"> (1) A Technical Acceptance Test (Factory Acceptance Test - FAT) should be performed at the contractor's premises prior to shipping, to demonstrate to the client the required quality. (2) "Full acceptance is proceeded to at the place of delivery" following a satisfactory test.
20	4.10.5 Inspection of the supplies delivered (Art. 120)	Yes, It's correct
21	4.10.5 Inspection of the supplies delivered (Art. 120)	30-day period is the maximum period.
	4.12.2 Fines for delay (Art. 46 and 123)	<p>Fines are due without prior notice or formal demand. Fines of less than €75 are not collected. Fines are independent of late payment penalties or damages owed to third parties.</p> <p>The mathematical formula for calculating fines is stipulated in Articles 86 § 1, 123, and 154 of the General Regulations for Contract Execution.</p> <p>The maximum amount cannot exceed 5% (works) or 7.5% (supplies) of the contract amount (or 10% if the deadline is an award criterion).</p> <p>The date on which the supplies are made available to the contracting authority for the execution of the partial provisional acceptance operations is considered the delivery date for the possible application of fines for delay.</p> <p>Fines for delay are calculated at a rate of 0.1 percent per day of delay. The value of the supplies whose delivery was made with the same delay. The value of the supplies is established by taking as a basis the initial amount of the contract + modifications made thereto, but price revisions.</p>

22	4.13.5 Acceptance costs	These are potential costs necessary to get the supplies to the awardee, such as loading-unloading costs and other possible expenses.
23	5.2.4.2.2 Sensors and Performance requirements	Concerning the optical rain gauge, the primary objective of this requirement is to ensure accurate, reliable and low-maintenance precipitation measurement. In this regard, the piezoelectric precipitation sensor integrated in the Vaisala WXT536 will be accepted, provided that it complies with the specified performance requirements in terms of accuracy, resolution, and long-term operational stability. Therefore, the proposed solution would be considered compliant with the tender requirements.
24	5.2.6.8 Maintenance Assistance (2026–2029)	The basic maintenance should be 465 days from award notification and included in the proposal. For maintenance during the full project duration, this cost should be indicated.
25	5.2.6.8 Maintenance Assistance (2026–2029)	As the contractor better knows its equipment, it is to him to define what is necessary for the maintenance and identify what will be done by him, what could be done in addition for extra if relevant? The contractor may also consider to ask assistance of local teams following instructions (simple maintenance operation). In this case, the contractor may consider paying for local teams providing that the frequency is not too high (about once a year per equipment).
26	4.10.1 Deadlines and terms (Art. 116)	The transport to Bujumbura is not included.
27	3.4.4 Elements included in the price	Yes
28	3.4.4 Elements included in the price	The project may help to identify facilities and small vessels (also personal) for the preliminary survey. The cost of this would be to the contractor. For the main installation, the boat and necessary equipment (also helpers) is expected to be arranged by the contractor.
29	4.13.6 Invoicing and payment of services (Art. 66 to 72 – 160)	It is the responsibility of each bidder to request all the information they need regarding taxes and duties from the relevant authorities such as the Burundi Revenue Authority (OBR).
30	4.13.6 Invoicing and payment of services (Art. 66 to 72 – 160)	Advances are subject to conditions (for small and medium-sized enterprises), and even if granted, they must be 100% guaranteed. Furthermore, the CSC sets conditions relating to the economic and financial capacity that bidders must meet.
31	General question	Yes (you may suggest alternatives if you wish).
32	4.8.2 Revision of prices (Art. 38/7) For this contract, price revisions are not permitted. Notwithstanding any other clause in the contract, should there be any change in law (including tax laws) after the date of	The prices offered by the tenderer shall be firm and non-revisable for the duration of the contract. We recommend that you take the necessary measures where appropriate.

	<p>signing of the contract which effects the costs incurred by Contractor in the performance of the contract, Contractor shall be fully compensated for the financial consequences of such change in law by the contracting authority.</p>	
<p>33</p>	<p>4.11 Liability of the supplier (Art. 122)</p> <p>Notwithstanding any other clause in the contract, Contractor's liability under the contract shall not exceed 100% of the contract value in total, and Contractor shall not be liable for:</p> <p>(1) any indirect damage and/or consequential loss; and</p> <p>(2) any loss of profit or anticipated profit, loss of revenue, loss of use, loss of production, loss of goodwill or reputational damage, in each case whether direct or indirect, and whether foreseeable or not at the date of signing the contract.</p> <p>The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under 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.</p> <p>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</p> <p>4.12 Means of action of the contracting authority (Art. 44-51 and 123-126)</p> <p>The supplier 's default is not solely related to performance as such but also to the whole of the supplier 's obligations.</p> <p>(....)</p>	<p>Article 3.4.4 of the Tender Specifications clearly states that prices are DDP (Delivered Duty Paid).</p> <p>As stipulated in Article 122 of the Tender Specifications, the supplier remains responsible for its supplies until the verification and notification formalities referred to in Article 120 are completed, unless the losses or damage occurring in the recipient's warehouses are due to unforeseen circumstances as defined in Article 38/9 of the Law of 17 June 2016 on Public Procurement or result from failures attributable to the contracting authority in accordance with Article 38/11.</p> <p>It is therefore incumbent upon the supplier to take out insurance against any potential risks to the supplies before the transfer of ownership.</p> <p>Furthermore, we are not permitted to amend the law.</p>
<p>34</p>	<p>Kindly clarify if the the purpose of 7.5 is to fill blind spots near the water surface or the bottom</p>	<p>The project requires a comprehensive characterisation of hydrodynamic processes across multiple spatial and temporal scales. The ADCP was included to measure the vertical structure of current velocities throughout the water column (circulation patterns, vertical shear, internal wave activity, and large-scale transport processes) while the ADV was included to measure high-frequency, three-dimensional velocity fluctuations at a fixed point (ideally near the thermocline), allowing quantification of small-scale</p>

		<p>turbulence, energy dissipation, and mixing intensity. Turbulence is important to quantify as it could be related to fishing recruitment success. The ADCP was included in the main surface buoy with the objective of providing wave information for navigation safety (real-time transmission). If that information could be collected differently, you may propose other solutions.</p>																																																							
<p>35</p>	<p>Part 3.4.5 How to submit tenders? the tender documents have to be sent or hand delivered to Bujumbura.</p> <p>Please could you clarify if the tender documents must be delivered before the submission deadline or if a cargo slip stating that the documents have been sent before the submission deadline will be acceptable?</p>	<p>In principle, the bid must be in the possession of the contracting authority before the submission date and time indicated in the Tender Specifications to avoid delays.</p> <p>However, point 3.4.5 of the Tender Specifications provides an exception, which I reproduce in full:</p> <p>« Furthermore, a late bid will be <u>accepted provided that the contracting authority has not yet awarded the contract and that the bid was sent by registered mail no later than the fourth (4) day preceding the bid opening date</u> (Articles 57 and 83 of the Procurement Regulations) ».</p> <p>To finally answer your question, if you send your bid via registered mail such as the Post Office, DHL, or FedEx, your carrier will deliver it to us along with the shipping slips you mentioned, which will allow us to verify that the bid was sent at least four days before the submission deadline.</p> <p>We recommend that you carefully read the note at the end of section 3.4.5 of the Tender specifications.</p>																																																							
<p>36</p>	<p>Kindly clarify for us the following:</p> <ol style="list-style-type: none"> 1. How many Aqualogger520PTs are needed? 2. For the survey part, kindly provide us with the following <p>a) Mapping scale</p> <p>b) area</p> <p>c) difficulty of work</p>	<p>Q1: Were "AquaLogger 520PT" specifically requested? We only indicated T° and DO loggers:</p> <p>Here are the temperature and DO probes required (<i>Note: the 250 m and 300 m depths are the least essential</i>)</p> <table border="1" data-bbox="794 1400 1461 1910"> <thead> <tr> <th>Country</th> <th>Sites</th> <th>Instruments</th> <th>T° & DO</th> <th>T° & DO</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>Real time</td> <td>Logger</td> </tr> <tr> <td>BURUNDI</td> <td>1</td> <td>Water T° & DO (installed at 0–2 m)</td> <td>1</td> <td></td> </tr> <tr> <td></td> <td>2</td> <td>LOGGERS : T°+DO+Depth @ 20, 35 & 50 m</td> <td></td> <td>3</td> </tr> <tr> <td>TANZANIA</td> <td>3</td> <td>LOGGERS : T°+DO+Depth @ 20, 35, 50, 75, 90 m</td> <td></td> <td>5</td> </tr> <tr> <td></td> <td>4</td> <td>LOGGERS : T°+DO+Depth @ 20,35,50,75,90,110, 150 m</td> <td></td> <td>7</td> </tr> <tr> <td></td> <td>5</td> <td>LOGGERS : T°+DO+Depth @ 20, 35, 50, 75, 90 m</td> <td></td> <td>5</td> </tr> <tr> <td>ZAMBIA</td> <td>6</td> <td>Water T° & DO (installed at 0–2 m)</td> <td>1</td> <td></td> </tr> <tr> <td></td> <td>7</td> <td>LOGGERS : T°+DO+Depth @ 20, 35, 50,75, 90, 110, 150, 200, 250, 300 m</td> <td></td> <td>10</td> </tr> <tr> <td></td> <td>8</td> <td>LOGGERS : T°+DO+Depth @ 20, 35, 50, 75, 90 m</td> <td></td> <td>5</td> </tr> <tr> <td></td> <td></td> <td>TOTAL</td> <td>2</td> <td>35</td> </tr> </tbody> </table> <p>Q2: A map is not specifically requested, but if one is proposed, a scale of 1:100,000 would be appropriate. The main requirement is that the company clearly identifies</p>	Country	Sites	Instruments	T° & DO	T° & DO				Real time	Logger	BURUNDI	1	Water T° & DO (installed at 0–2 m)	1			2	LOGGERS : T°+DO+Depth @ 20, 35 & 50 m		3	TANZANIA	3	LOGGERS : T°+DO+Depth @ 20, 35, 50, 75, 90 m		5		4	LOGGERS : T°+DO+Depth @ 20,35,50,75,90,110, 150 m		7		5	LOGGERS : T°+DO+Depth @ 20, 35, 50, 75, 90 m		5	ZAMBIA	6	Water T° & DO (installed at 0–2 m)	1			7	LOGGERS : T°+DO+Depth @ 20, 35, 50,75, 90, 110, 150, 200, 250, 300 m		10		8	LOGGERS : T°+DO+Depth @ 20, 35, 50, 75, 90 m		5			TOTAL	2	35
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		<p>the depths at the installation site during the preliminary reconnaissance survey.</p> <p>The working conditions correspond to those of a large African lake. The main difficulty is wind, which can be strong (especially between May and August). This requires a boat capable of operating in Lake Tanganyika's pelagic zone.</p> <p>It is recommended that a local national be present with the team at all times during the survey (suggestion: Burundi: REGIDESO/ Tanzania: TAFIRI staff / Zambia: Lake Tanganyika Research Unit staff member).</p>
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<p>4.12.1 Failure of performance (Art. 44)</p> <p>§1 The supplier is considered to be in failure of performance under the public contract:</p> <p>1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;</p> <p>2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;</p> <p>3° when he does not observe written orders, which have been given in due form by the contracting authority.</p> <p>§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 supplier by registered mail.</p> <p>The supplier must repair the defects (“defects” for the purpose of this contract shall mean any non-conformity with the requirements of the contract) 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.</p> <p>Any defects detected that can be attributed to the supplier render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.</p> <p>4.12.2 Fines for delay (Art. 46 and 123)</p> <p>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 + a ten (10) day grace period without the issuing of a report and they are automatically applied for the total number of days of delay.</p> <p>Regardless of the application of any fines for delay, the supplier indemnifies the contracting authority against damages for</p>	<p>Regarding fines, we have already provided clarification. However, we wish to emphasize that fines are due without prior notice, simply from the expiry of the performance period without the issuance of a formal report, and they apply automatically for the total number of days of delay.</p> <p>Regardless of the application of any late penalties, the supplier shall indemnify the contracting authority for any damages it is liable to third parties due to the late performance of the contract.</p> <p>It should be noted that fines are distinct from late penalties, which are applicable if a formal report of non-compliance has been issued and the contractor has not provided acceptable justification for the delay. These penalties are due from the third day following the issuance of the formal report of non-compliance until the end of the non-compliance period. The special terms and conditions may stipulate additional special penalties. These are in addition to fines.</p> <p>Here too, we cannot afford to change the law.</p>
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~~which it is liable towards third parties due to late performance of the contract-~~

The total amount of fines imposed under the contract (including – but not limited to – fines for delays) shall not exceed 5% of the contract value. Any fines imposed for a delay shall be contracting authorities sole and exclusive financial remedy for such delay.

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

§1 When, upon expiry of the term given in Article 44, §2, the supplier 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 supplier has explicitly recognised [that it will not rectify](#) 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 – [subject to the limitations of liability set out in the contract](#) - at the expense and risk of the defaulting supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

37	The bidding candidate says that he reserves the right to further amend or add terms and conditions to the Agreement to reflect commercial intentions in their offer.	We would like to draw your attention to the fact that conditional offers are not acceptable. Offers must comply with all the criteria and conditions outlined in the special terms and conditions.
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