



Tender Specifications Enabel BDI23002-10088

Public works contract for « *Construction of the new laboratory at the LTRU station, Mpulungu, Zambia* »

Country: Zambia

Navision code: BDI23002

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1 Administrative and contractual provisions

1.1 General remarks

1.1.1 Derogations from the Royal Decree of 14 January 2013

The chapter ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

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

1.1.2 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 **Ann DEDEURWAERDERE Country Director for Enabel Burundi and Abdoulaye KEITA, International expert in Contractualization and Administration.**

1.1.3 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;
- 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

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.

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.
- 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.

1.1.4 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 sectors⁵;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement⁵;
- Circulars of the Prime Minister with regards to public procurement⁵.

<<Others

- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- local legislation with regards to sexual harassment at the workplace or equivalent
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

1.1.5 Definitions

The following definitions apply to this contract:

- The tenderer: The natural person (m/f) or legal entity that submits a tender;
- The contractor / building contractor: The tenderer to whom the public contract is awarded;

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

⁵ A consolidated version of this document can be consulted on www.publicprocurement.be.

⁶ Belgian Official Gazette of 21 June 2013.

- The contracting authority: Enabel, represented by **Ann DEDEURWAERDERE Country Director for Enabel Burundi and Abdoulaye KEITA, International expert in Contractualization and Administration.**
- 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;
- Summary bill of quantities: The procurement document, in a public works contract, 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;
- 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.

1.2 Confidentiality

1.2.1 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.

1.2.2 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>

1.2.3 Deontological obligations

- 1.2.3.1 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.
- 1.2.3.2 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.
- 1.2.3.3 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.
- 1.2.3.4 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.
- 1.2.3.5 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.
- 1.2.3.6 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.
- 1.2.3.7 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.

1.2.4 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.

1.3 Subject-matter and scope of the public contract

1.3.1 Type of contract

This contract is a public works contract.

1.3.2 Subject-matter of the public contract

This public works contract consists in « **Construction of the new laboratory at the LTRU station, Mpulungu, Zambia** », in conformity with the conditions of these Tender Specifications.

1.3.3 Lots

The public contract consists of single indivisible lot. A tender for part of a lot is inadmissible.

1.3.4 Items

The contract consists of the following items (see Part 2 & Part 3 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.

1.3.5 Duration of the public contract⁷

Fixed duration

The contract starts upon notification of the order to commence work and **lasts 545 calendar days, including a one-year warranty period.**

1.3.6 Variants

Variants are not permitted.

1.3.7 Options

Options are not permitted.

1.3.8 Quantities

Quantities are specified in the Bill of Quantities (BoQ) provided for this contract.

⁷ Please note: duration of the contract not to be confused with the period of performance.

1.4 Procedure

1.4.1 Award procedure

This contract is awarded in accordance with Article 41 of the Law of 17 June 2016 via a Direct Negotiated Procedure with Prior Publication (DNPWPP).

1.4.2 Publication

1.4.2.1 Official publication

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

1.4.2.2 Further notification

These Tender Specifications are posted on the website of Enabel (www.enabel.be).

This contract is officially advertised on the OECD website.

1.4.3 Information

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

Until 15 days before the deadline for submission of tenders prospective tenderers may ask questions about the Tender Specifications and the contract. Questions will be in writing to mp.bdi@enabel.be , abdoulaye.keita@enabel.be and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from **19/02/2026**.

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 and [www. https://www.publicprocurement.be/](http://www.publicprocurement.be/)

In order to be able to submit an informed offer, a guided visit will be organized on 16 & 17/02/2026 date at 10:00

The contact person's email address is: brightson.ruthahiwa@enabel.be

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

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

1.4.4 Tender

1.4.4.1 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.

1.4.4.2 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.

1.4.4.3 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 below:

- The payment is based on a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed;
- The payment is based on a lump-sum price contract, i.e. a contract in which the global price is a flat fee that covers the whole performance of the contract or each of the items of the inventory.

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.

1.4.4.4 Elements included in the price

(Art. 32 §3 Royal Decree of 18 April 2017)

The tenderer is to include in his unit and global prices any charges and taxes generally applied to works, with the exception of the value-added tax.

In the unit and global prices for the contract for works any costs, measures and charges applied to the performance of the contract, namely:

- 1) Where applicable, the measures imposed by occupational safety and worker health legislation;
- 2) All the works and supplies, such as bracing, sheet piling and drainage, necessary to prevent landslips and other damage and to remedy these if necessary;
- 3) The perfect preservation, possible shift and redeployment of cables and pipes which might be encountered during excavation, earthworks and dredging, provided that these achievements are not the legal responsibility of the owners of such cables and pipes;
- 4) Removal, within the confines of the excavations, earthworks and dredging which may be necessary for construction of the structure, of:
 - a) earth, mud and gravel, stones, rubble, riprap of any kind, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris and waste materials;
 - b) any rock regardless of size where the procurement documents state that the earthworks, excavation and dredging are to be carried out in land known to be rocky, and in the absence of this statement, any rock and any blocks of masonry or concrete the individual volume of which does not exceed half a cubic metre;

- 5) The transportation and removal of excavated material, either away from the property of the contracting authority, or to locations within the sites for re-use, or to designated dumping sites, in accordance with the requirements of the procurement documents;
- 6) All overheads, incidental expenses and maintenance costs during contractual performance and the warranty period;
- 7) Customs and excise duties;
- 8) Acceptance costs.

All the works which, by their nature, depend on or are associated with those described in the procurement documents are also included in the contract price

The prices given by the bidder must include all taxes and duties (including VAT) on the purchases of materials that he needs to carry out the work.

1.4.5 The right to submit tenders and opening of tenders

1.4.5.1 The right to submit a tender and how to submit tenders

The bidder may submit only one (1) bid for this contract.

Tenderers shall submit **electronically** their bids no later than **6th March 2026 at 10H00 from Tanzania (GMT+3)** as follows:

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

Any tender must arrive before the final submission date and time. Tenders that arrive late will not be accepted⁸.

All requests to participate or bids must be received before the final submission date and time. Late requests to participate or bids will not be accepted (Royal Decree No. 83 of the Procurement Regulations).

1.4.5.2 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.

⁸ Article 83 of the Royal Decree Award

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

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to 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.

1.4.5.3 Opening of Tenders

The tenders must be in the possession of the contracting authority before **06/03/2026 at 10:00 AM, Tanzania time (GMT+3)**.

The tenders will be opened behind closed doors.

1.4.6 Selection of tenderers

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

1.4.6.1 Exclusion grounds

Articles 52 and 67 -70 of the Law; Article 51 of the Royal Decree of 18 April 2017

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

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 69 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.

In addition to the declaration on honour to be signed, the tenderer is also asked to enclose the following documents with its tender (as recent as possible in relation to the date of submission):

-Extract from the criminal record of the manager of the bidding company

-Certificate of regularity of social security contributions

-Tax clearance certificate

1.4.6.2 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', 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.

1.4.6.3 Overview of the procedure

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

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

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

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

Then, the negotiation phase follows. 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 have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this contract.

1.4.6.4 Award criteria

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

- 1) Price: 80%
- 2) Technical proposal: 20%

No.	QUALITATIVE AWARD CRITERIA	MAX 20 POINTS
1	Quality of the proposed technical methodology (work processes, techniques, strategy, etc.)	10
2	Quality of the proposed Project management: <ul style="list-style-type: none">- Work management (e.g. work plan, time schedule) – 3- Quality management – 3- Risk management – 2- Non-disruptive plan - 2	10

1.4.6.5 Evaluation of the financial offer

With regards to the 'price' criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 80}{\text{amount of tender A}}$$

1.4.6.6 Final score

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

1.4.7 Awarding the public contract

Articles 41 and 81 of the Law

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

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

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

1.4.8 Concluding the public contract

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

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

In 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.

1.5 Specific contractual and administrative conditions

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 do derogate Article 26 of the GIR.

1.5.1 Definitions (Art. 2)

The following definitions apply to this contract:

- Progress payment: Payment of an instalment under the contract after acceptance of performance;
- Advance: Payment of part of the contract before acceptance of performance;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract;
- Performance bond: Financial collateral given by the contractor to ensure he will fulfil his obligations until final and good performance of the contract;
- Managing official: The official or any other person who manages and controls the performance of the public contract;
- Acceptance: Observation by the contracting authority that the performance by the contractor of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;

1.5.2 Usage of digital means (Art. 10)

The usage of digital means for the purpose of exchanging during the performance of the contract is allowed unless where indicated otherwise in these Tender Specifications.

In the latter cases, notifications of the contracting authority are sent to the domicile or the registered office mentioned in the tender.

1.5.3 Managing official (Art. 11)

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

Once the contract is concluded the managing official is the main contact point for the building contractor. 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 (see namely, 'Payments' below).

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 Contracting authority.

Under no circumstances is the managing official allowed to modify modalities (e.g. performance period) 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.

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

The contractor may not sub-contract, sub-lease, delegate or transfer in any way the whole or **more than 20 per cent** (of the value) of the works.

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.

1.6 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. »

1.7 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.

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.

1.7.1 Intellectual property (Art. 19 to 23)

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

1.7.2 Insurance (Art. 24)

The contractor takes out insurance policies covering his liability for occupational accidents and his third party liability for the performance of the contract.

The contractor also takes out any other insurance policy imposed by the procurement documents.

§ 2. Within thirty days from contract conclusion the contractor provides evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the procurement documents.

At any time during contract performance, the contractor provides such certificate within fifteen days following the reception of such a request from the contracting authority.

1.7.3 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 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. Complete the following form as well as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to 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.

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

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

1° For 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.

1.7.4 Conformity of performance (Art. 34)

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

1.7.5 Plans, documents and objects prepared by the contracting authority (Art. 35)

At the request of the contractor, the contractor receives free of charge and where possible in digital form:

A complete set of copies of the plans on which contract awarding was based. The contracting authority is liable for the conformity of these copies with the original plans.

The contractor preserves all the documents and correspondence relating to the award and performance of the contract and keeps these available to the contracting authority until final acceptance.

1.7.6 Detailed plans and work plans prepared by the contractor (Art. 36)

The contractor prepares at its own expense all the detailed plans and work plans he requires for successful performance of the contract.

The procurement documents specify which plans require approval by the contracting authority, which has 30 days to approve or reject the plans starting from the date on which they are submitted to it.

Any corrected documents are resubmitted for approval to the contracting authority, which has 15 days to approve them, provided that the corrections requested are not the result of new demands made by the contracting authority.

1.7.6.1 Construction planning

How the planning is submitted is to be discussed with the managing official.

The first planning is to be introduced within 15 calendar days following tender award notification and it is to be updated every month during construction.

This draft construction planning provides, in addition to deadlines for the 'on-site' works as such, the timing for the different preliminary achievements such as the establishment of documents prescribed by the technical provisions, implementation plans and detailed plans, calculation notes, selection of equipment and materials, including the approval of related documents, the supplies, workshop or factory work, preliminary tests and conformity tests, etc.

After it has been studied and remarks have been made and following approval of the contracting authority, the planning becomes contractually binding.

1.7.6.2 Master plan

The building contractor undertakes to deliver a master plan to be approved by the contracting authority and its advisors within 15 calendar days following notification of contract conclusion.

This plan must sufficiently anticipate situations to allow the contracting authority to take decisions or provide answers or supply the documents that are incumbent upon it.

The master plan will be updated at least every month and must be consistent with the construction planning. It will be aligned with the construction planning and will be based on the same document.

The contractor will be sole manager of the planning of all activities required to perform this contract.

In particular he plans:

- Set dates for delivering implementation plans that he needs,
- The placing of orders to his suppliers and subcontractors,
- The presentation in due time of samples and technical forms of products submitted for preliminary technical acceptance,
- Measuring the works and the workshop manufacture period,
- Indication of deadlines dates for decisions to be taken by the contracting authority,
- Indication of deadline dates for the conclusion of modifications to orders being elaborated,
- Indication of deadline dates for the achievement of works performed by other enterprises,
- Registration, in due time, of the measurements of the works,
- Etc.

1.7.6.3 Performance documents

These plans take into account the Tender Specifications and technical provisions, the design drawings of the project developer and general architecture plans, stability plans and special techniques plans annexed to these Tender Specifications.

All implementation plans and detail plans are to be submitted for approval to the contracting authority along with calculation notes, technical approvals and technical forms and in particular those related to the works and the equipment listed below (non-exhaustive list):

- Upgrade foundations in view of works planned
- Stability: plans for slabs, posts and beams, stairs or any prefabricated component
- Sealing
- Finishing of rooms (walls, floor and ceiling)
- Inside and outside drainage
- List of stones
- Roof covering, roof carpentry
- Façades
- Partition walls
- False ceilings
- Furniture based on tender documents
- Lights layout plan
- Plan of metal joinery (banisters, hand rails, gangway, porch)
- Outside joinery, List of inside joinery, Plan of special techniques

The managing official may refuse technical forms which are partial, incomplete or too commercial and do not provide the technical information required for assessment and approval.

Samples of ironware, heating, electricity or plumbing fixtures or any similar pieces will be submitted for approval to the managing official and for advice to the project developer's and the approved model will remain on the construction site until the placement of the last piece of its kind.

At the request of the contracting authority, the building contractor shall also provide the following documents during the performance period:

- Samples of materials proposed corresponding to the technical forms;
- Colour shade cards to determine the choice of colours;
- Test reports, technical manuals, technical approvals, technical forms, etc.;
- Products or equipment used for this contract.

Establishment of "As Built" plans

During performance, the building contractor shall revise and update the plans to the last detail in order to accurately reproduce the works and installations and their specifics as built.

When the works are completed and in view of provisional acceptance of the works, the building contractor is to submit the complete plans and diagrams of the works and installations as built.

When the works are completed and in view of provisional acceptance, the building contractor is to submit technical files including:

- technical specifications with brands names, types, origin of the equipment installed,
- users manuals, explaining the functioning of all equipment,
- maintenance manuals, explaining everything that needs to be done for the maintenance and care of the equipment (regular control and maintenance, list and codes of spare parts...),
- and test reports, tuning and adjustment reports.

1.7.7 Changes to the public contract (Art. 37 to 38/ 19 and 80)

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 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.

Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

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.

As a reminder, in accordance with Article 80 of the Royal Decree of 14 January 2013, the building contractor is required to continue the works without interruption, notwithstanding any disputes which might result from the determination of the new prices.

Any order amending the contract during performance of the contract is issued in writing. However, minor amendments need only be entered in the works logbook.

The orders or entries shall specify the changes to be made to the initial terms of the contract and to the plans.

Setting unit or global prices – Calculation of the price

The unit or global prices of changed works, which the building contractor is bound to carry out, are determined in the following order of priority:

1. In accordance with the unit or global prices of the approved tender;
2. By default, in accordance with the unit or global prices inferred from the approved tender;
3. By default, in accordance with the unit or global prices from another contract of Enabel;
4. By default, in accordance with the unit or global prices to be agreed upon on the occasion.

In the latter case, the building contractor shall justify the new unit price by detailing the supplies, person-hours, equipment hours and general costs as well as profits.

Setting unit or global prices – Procedure to follow

The building contractor submits his proposal for the execution of the complementary achievements or his new prices within 10 calendar days from the request of the managing official (unless the latter has specified a shorter deadline) and before executing the works considered. This proposal is submitted on the basis of a standard form that will be provided by the managing official and will come with all necessary annexes and justifications.

This form for agreed prices is established on the basis of a format from Enabel. The building contractor will attach at least the following annexes and documents to it:

- The amending order from the contracting authority and more in general the justification of the modification of the works;
- The calculation of new unit or global prices;

- The quantities to be implemented for the existing items and for any new items;
- If appropriate, the tenders of subcontractors or suppliers consulted;
- Any other documents he or she deems pertinent.

After executing the works and at the latest upon establishment of the final settlement of account, the building contractor shall transfer the invoices that have been sent to him by subcontractors and suppliers to the managing official. He shall certify on these invoices not having received any credit note or compensation from the supplier or subcontractor for the invoice.

When the building contractor defaults on providing an acceptable new price proposal or when the contracting authority deems the proposal made unacceptable, the contracting authority will set the new unit or global price as of right, all rights of the building contractor being preserved.

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.

1.7.8 Control and supervision of the public contract

Scope of the control and supervision (Art. 39)

The contracting authority may have the preparation and the performance of the delivery supervised or controlled at any location by all appropriate means.

The contractor is required to provide the representatives of the contracting authority with all the information and facilities needed for carrying out their task.

The fact that such supervision or control has been carried out by the contracting authority does not release the contractor of its liability should delivery eventually be rejected due to defects of any kind.

Technical acceptance procedures (Art. 41)

Concerning technical acceptance, it is necessary to distinguish between:

- 1° Preliminary technical acceptance within the meaning of Article 42;
- 2° Ex post technical acceptance within the meaning of Article 43.

The contracting authority may waive all or part of the technical acceptance procedures where the contractor can prove that the products have been controlled by an independent body during their production, in accordance with the specifications of the procurement documents. In this respect, any other certification procedure in force in a Member State of the European Union is regarded as comparable to the Belgian conformity certification procedure and deemed equivalent.

Preliminary technical acceptance (Art. 42)

As a general rule, products may not be used if they have not been accepted by the managing official or his or her representative.

All equipment proposed must be approved by the contracting authority. This approval is obtained on the basis of the preliminary technical forms that have been elaborated by the building contractor and are submitted to the managing official.

The technical forms give a general overview of the equipment and give specifications and choices made for the project.

The contracting authority refuses technical forms which are partial or incomplete and which do not provide the technical information required for examination and approval.

Once the comments made are in the possession of the building contractor, he will take them into account and will complete the technical form in order to have it approved.

Technical acceptance may be carried out at various stages of production.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance.

The contractor is responsible for storing and conserving his products in view of any risks run by his company and this until provisional acceptance of the works.

Except for approved products, the costs pertaining to the preliminary technical acceptance are borne by the building contractor.

In any case, the costs include:

- Costs pertaining to tasks of the acceptance experts, including travel and accommodation costs of acceptance experts,
- Costs pertaining to collecting, packaging, and transporting samples, regardless where or whereto,
- Costs pertaining to tests (preparation, manufacture of testing tools, the tests as such (in this respect, the circular letters pertaining to setting rates for tests apply)),
- Costs pertaining to the replacement of products that are faulty or damaged.

Ex post technical acceptance (Art. 43)

Ex post technical acceptance will obligatorily be carried out for any defects to works or equipment components that would have remained hidden after completion of the works.

1.7.9 Performance period (Art. 76)

The building contractor is to complete the works within **a period of 180 calendar days** as of the date set in the written service order to commence the works.

1.7.10 Provision of land (Art. 77)

The building contractor shall bear all costs pertaining to land that is needed for the installation of his construction sites, storing supplies, preparing and handling materials as well as land needed for storing soil, excavated soil that is known to be unsuitable for reuse as landfill, material from demolition, general waste of any kind and excess earth.

He is liable, vis-à-vis adjoining landowners, for any damage to private property while achieving the works or storing the materials.

The enclosing hoardings may not be used for advertising.

No advertising is allowed on the sites used, except for 'Construction site information'.

1.7.11 Labour conditions (Art. 78)

All the legal, regulatory and contractual provisions relating to the general conditions of work and health and safety in the workplace will apply to all personnel on the contractor's site.

The building contractor, all persons acting as a subcontractor at any stage and all persons providing personnel, shall be required to pay their respective personnel salaries, bonuses and allowances at the rates established by law, by collective agreements concluded by company agreements.

The building contractor shall keep available to the contracting authority at all times, at a location designated by the latter, a list, updated on a daily basis, of all the personnel it employs on the site.

This list contains at least the following personal information:

- the name,
- the first name,
- actual occupation per day on the construction site,
- the date of birth,
- the job title,
- qualifications.

The contact person appointed by the building contractor for the performance of this contract with the contracting authority will have to master the following languages: **English**.

1.7.12 Organisation of the construction site (Art. 79)

The building contractor shall comply with the local legal and regulatory provisions governing building works, road works, health and safety in the workplace as well as the provisions of collective, national, regional, local and company agreements.

During the performance of the works, the building contractor shall be required to maintain the security of the site for the duration of the works and, in the interests of his appointees and the representatives of the contracting authority and third parties, to take all necessary measures to ensure their safety.

The building contractor shall, under his sole responsibility and at his own expense, take all necessary measures to ensure the protection, preservation and integrity of existing buildings and works. He shall also take all the precautions required by best building practices and any special circumstances to protect neighbouring properties and to prevent any disturbance to them through his fault.

The building contractor shall bear all costs of and implement all necessary measures to signal in daylight, at night as well as in fog, the construction sites and storage sites that are located where vehicles and pedestrians circulate. He is to completely enclose his sites along temporary or permanent sidewalks as well as along temporary or permanent traffic arteries. Such enclosing and hoarding will also ensure the protection of the construction site during the construction period against any outside intrusion.

The building contractor shall supply a purpose-made notification billboard for this construction site with dimensions and following the model offered by the contracting authority prior to starting the works.

This informative panel will be put in place when construction work starts along the public road in a place that is to be defined by the contracting authority.

1.7.13 Means of control (Art. 82)

The building contractor shall notify the contracting authority of the precise location of works in progress on its site, in his workshops and factories and on the premises of his subcontractors and suppliers.

Without prejudice to the technical acceptance operations to be carried out on site, the building contractor shall at all times grant to the managing official and other agents appointed by the contracting authority free access to the sites of production, for the purposes of monitoring strict application of the contract, in particular concerning the origin and quality of the products.

If the building contractor uses products that have not been accepted or that do not meet the demands of the Tender Specifications, the managing official or his/her representative may forbid the further pursuit of the works concerned, until these refused products are replaced by others that meet the contract's conditions, without this decision generating an extension of the performance period or any entitlement to compensation. The building contractor is notified about the decision by means of a written report.

1.7.14 Works logbook (Art. 83)

Upon contract conclusion notification, the building contractor makes the necessary Works logbooks available to Enabel.

Once the works have started, the building contractor shall supply 2 copies with all necessary information for establishing the Works logbooks on a daily basis to the contracting authority's representatives. This concerns:

- Weather conditions,
- Interruptions to works caused by adverse weather conditions,
- Accidents at work,
- The number and capacity of workers employed on the site,
- Materials supplied,
- Equipment actually used and equipment out of service,
- Unforeseen events,
- Amending orders of minor impact,
- The attachments and quantities performed for each item and in each zone of the construction site. The attachments constituting the true and detailed representation of all works performed, in quantity, dimensions and weights.

Delay in providing the above documents may result in the application of penalties.

When the building contractor does not formulate any remarks in due form and within above-mentioned deadlines, he is deemed to be in agreement with the annotations made in the logbooks or detailed attachments.

When these observations are not deemed justified, the building contractor will be notified accordingly by registered letter.

1.7.15 Liability of the building contractor (Art. 84)

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works. During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

Any repairs to shortcomings are performed in compliance with the instructions of the contracting authority.

1.7.16 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.

1.7.17 Means of action of the contracting authority (Art. 44-51 and 85-88)

The building contractor's default is not solely related to the works as such but also to the whole of the building contractor'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 building 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 him for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the appointee and of the advantage that the contractor hoped to obtain by offering the advantage to the appointee. The contracting authority will decide independently about the application and the amount of this fine.

Moreover, in case of suspicion of fraud or of bad workmanship during performance, the building contractor may be required to demolish the whole or part of the works executed and to rebuild them. The costs of demolition and reconstruction will be borne by the building contractor or the contracting authority, according to whether the suspicion is found to be justified or not.

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.

1.7.17.1 Failure of performance (Art. 44)

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.

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 or equivalent.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter or equivalent 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, 86 and 87.

Penalties (Art. 45)

Special penalties

Because of the significance of the works, are burdened, without the need for notice and by the breach only, **with a daily penalty of EUR 250 for every calendar day of non-performance:**

- Non-delivery of administrative and technical documents such: because not having delivered the documents listed by the time set during construction site meetings or by administrative order.

- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed to the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.
- Delay in executing observations or administrative orders of the contracting authority's via the managing official: Where the lists of observations result from construction site visits, in particular for painting orders, or upon acceptance, have not been fulfilled by the time set by the managing official, the contractor will be penalised per calendar day of delay until performance is effectively carried out.
- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the managing official obtains the approval of the contracting authority for the new member's being put in place, or the replaced member is re-established in its duties, or both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even where agreement is found.

If a shortcoming to one of the stipulations mentioned above is found in accordance with Article 44 §2 of the Royal Decree of 14 January 2013, the contracting authority may allow a period to the building contractor to repair the shortcoming and to inform it about this reparation by registered mail. In this case, the contractor is notified of the deadline along with the failure of performance report mentioned in Art. 44 §2 of the Royal Decree of 14 January 2013.

If no term is indicated in the registered letter the contractor is to repair the shortcomings without any further delay.

1.7.17.2 Fines for delay (Art. 46 et seq. and 86)

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.

Fines are calculated following the formula given in Article 86 §1.

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.

In case the works being the subject-matter of these Tender Specifications were not completed within the period set in point 1.4.18, the following fine will be applied as of right for every working day of delay without the need for notice, simply by the expiry of the period in question:

$$R = 0,45 * ((M * n^2) / N^2)$$

where,

R = the sum of the fines to be applied for a delay of n working days,

M = the initial value of procurement,

N = the number of working days initially specified for performance of the contract,

n = the number of working days of delay.

However, if the factor M does not exceed EUR 75 000 and, at the same time, N does not exceed 150 working days, the denominator N² will be replaced by 150 × N.

If the contract includes several parts or several stages, each of which has its own period N and value M, each of them will be deemed a distinct contract for the application of fines.

If, without setting parts or stages, the Tender Specifications stipulate that partial periods apply, failure to observe these will be penalised by special fines provided for in the Tender Specifications, or, in the absence of such a provision, by fines calculated in accordance with the formula referred to in Art. 86§1 of the Royal Decree of 14 January 2013, in which the factors M and N refer to the total contract. However, the maximum sum of fines associated with each partial period of P working days will be:

$$R_{par} = (M / 20) * (P/N)$$

1.7.17.3 Measures as of right (Art. 47 and 87)

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.

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.

Other sanctions (Art. 48)

Without prejudice to the sanctions provided in these Tender Specifications, the contractor defaulting on performance may be excluded by the contracting authority from its public contracts for a three-year period. The contractor in question will be given the opportunity to present a defence, and the reasoned decision will be notified to him.

1.7.18 Acceptance, guarantee and end of the public contract (Art. 64-65 and 91-92)

1.7.18.1 Acceptance of the works performed (Art. 64-65 and 91-92)

The managing official will closely follow up the works during performance. The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

Provisional acceptance is provided upon the completion of performance of the works forming the subject-matter of the contract and, on expiry of a warranty period, a final acceptance marking full completion of the contract.

The total or partial taking of possession of the work by the contracting authority does not constitute provisional acceptance.

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

When the work is completed on the date set for its completion, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

When the work is terminated before or after this date, the building contractor notifies the managing official thereof, by registered letter or e-mail showing the exact date of dispatch, and requests, on that occasion, to proceed to provisional acceptance. Within 15 days after the date of receipt of the building contractor's request, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

The warranty period commences on the date on which provisional acceptance is given and last for **one (1) year**.

Within 15 days preceding the date of expiry of the warranty period, a report confirming final acceptance or refusing acceptance shall be drawn up.

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works.

During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

However, after provisional acceptance, the building contractor will not be liable for damage the causes of which are not attributable to him.

The contractor who, during the warranty period, does certain works or partial works, shall restore the adjacent parts (such as paint, wallpaper, parquet floor...) if these have been damaged because of the repairs undertaken.

In buildings or other property that are being occupied the contractor may not hinder or endanger said occupation in any way for the performance of his works. The contractor shall bear all costs for the measures needed for that purpose.

During the warranty period, which amounts to 2 years, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

From the time of provisional acceptance and without prejudice to the provisions of paragraph 1 relating to its obligations during the warranty period, the building contractor shall be responsible for the solidity of the work and the proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any breach of the contractor's obligations during the warranty period will be reported ('procès-verbal') and lead to measures as of right, in accordance with Article 44 of the GIR.

1.7.19 Price of the public contract in case of late performance (Art. 94)

The price of the works performed during a period of delay attributable to the building contractor will be calculated in accordance with whichever of the following procedures proves the more advantageous to the contracting authority:

- by assigning to the constituent elements of the prices contractually specified for revision the values applicable during the period of delay in question; or
- by assigning to each of these elements an average value (E) established as follows:

$$E = \frac{e_1 \times t_1 + e_2 \times t_2 + \dots + (e_n \times t_n)}{t_1 + t_2 + \dots + t_n}$$

where,

e_1, e_2, \dots, e_n , represent the successive values of the element in question during the contractual period, which may be extended insofar as the delay is not attributable to the building contractor;

t1, t2, ... tn, represent the corresponding periods for applying these values, expressed in months of 30 days, each fraction of a month being ignored and the periods of suspension of performance of the contract not being taken into consideration.

The value of E is calculated to the second decimal place.

1.7.20 Invoicing and payment of the works (Art. 66 et seq and 95)

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

TAKIWAMA Project

Bujumbura, Burundi

Lake Tanganyika Authority Building

South Kigobe, Avenue des Etats-Unis, Nr 17

E-mail : didier.cadelli@enabel.be

Payment will be made on the basis of the monthly progress reports that are established by the building contractor and the permanent supervisor and approved by the managing official.

The progress report will include the following for each item:

- The total quantities to be completed according to the initial specifications;
- The quantities already completed and recorded in the previous month's progress report;
- The quantities completed during the month;
- The total quantities completed at the end of the month;
- The unit prices of the order;
- The total prices of the quantities completed during the month for each item;
- The total invoice amount for the month.

Please note: it is understood that no advance payment can be requested and payment will only be made for services completed and accepted. Payment is made exclusively by bank transfer.

The invoice must be in EUROS.

The invoice will be signed, dated, and will include the statement: 'Certified true and sincere for the amount of (Amount in words).' and the reference **BDI23002-10088** - Public works contract of « **Construction of the new laboratory at the LTRU station, Mpulungu, Zambia** », as well as the name of the managing official (didier.cadelli@enabel.be).

1.7.21 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
Global Procurement services
To the attention of Ms Laura JACOBS
rue Haute 147
1000 Brussels
Belgium

2 Terms of reference

2.1 Background context

TAKIWAMA Project (Tanganyika-Kivu Integrated Water Management), financed by the European Union and approved on 9th August 2024, aims to promote sustainable, inclusive, and climate-resilient management of water resources in the Lake Tanganyika and Lake Kivu basins. The project builds on the **LATAWAMA programme** and supports the Lake Tanganyika Authority (LTA) and national authorities in Burundi, DRC, Tanzania, and Zambia to strengthen transboundary cooperation, environmental monitoring, biodiversity protection, and institutional capacity.

In Zambia, the Fisheries Department in Mpulungu plays a central role in fisheries management and aquatic biodiversity monitoring within the Lake Tanganyika basin. To meet the institutional needs identified under Result 1 of TAKIWAMA - “**A transboundary environmental monitoring system (TEMS) for qualitative, quantitative, and climatic aspects of the Lake Tanganyika and Lake Kivu basin is operational**”- the construction of a laboratory and conference room is proposed, attached to offices and a storage area.

This infrastructure is necessary to provide the Fisheries Department with adequate facilities for coordination meetings, data analysis workshops, training sessions, and secure equipment storage. The laboratory will enable proper sample testing and monitoring of fisheries and environmental parameters, while the conference room will support regional coordination and capacity-building activities. The offices and storage facilities will ensure effective management of personnel and equipment, strengthening Zambia’s contribution to the regional TEMS and improving operational efficiency in fisheries and environmental monitoring.

2.2 Geographical location and Scope of the work

2.2.1 Geographical location

The project site is at the Fisheries Department & Livestock, Mpulungu Harbour, Mpulungu District, Northern Province, Zambia. GPS coordinates: **8°45'58.00"S, 31°06'24.80"E**. (<https://maps.app.goo.gl/bxbAAF18RryNTeZ19>)

The infrastructure (laboratory, conference room, offices, and storage) will be constructed within the premises of the Fisheries Department. The site is accessible via the main road connecting Mpulungu town and the harbor, allowing easy transportation of materials and equipment.

The site is located directly on the lakefront of Lake Tanganyika. Two existing flooded structures must be demolished, and continuous dewatering will be required during excavation and foundation works.

Given the sensitive environment along the lakefront, all work is expected to ensure minimal environmental impact. Measures should be taken to keep the site clean and prevent any contamination of the surrounding area.

2.2.2 Scope of work

The contractor is expected to carry out the construction of the following facilities within the **Fisheries Department & Livestock premises, Mpulungu Harbour**:

No.	Location	Facility	Scope of the works (summary from the BOQ)
1	Mpulungu Harbour	Fisheries Department	<ol style="list-style-type: none"> 1. Demolition of two existing flooded buildings 2. Mobilization, site installation, insurance and 5 % performance bond 3. Continuous lakefront dewatering and protection of excavations 4. Substructure: Stone masonry foundations laid in horizontal courses with tight joints, bonded in cement-sand mortar (1:3); hardcore filling compacted in layers not exceeding 150 mm to achieve minimum 95% Modified Proctor density using a jumping compactor (plate compactor or rammer); 1000-gauge DPM; anti-termite treatment (Gammaline 20EC or equivalent); Grade 25 reinforced concrete footings, columns, and ground beams & Grade 20 oversite concrete 5. Superstructure: reinforced concrete columns, ring beams, suspended slabs and canopy – Grade 25 6. Stairs, ramps and stainless-steel balustrades/veranda railings (Grade 304/316) 7. Walling with interlocking soil-stabilized bricks (ISSB ≥ 3.5 N/mm²) 8. Roofing: 28-gauge IT5 charcoal-grey sheets on steel purlins and trusses, including fascia boards and rainwater gutters 9. Lakefront wave-protection gabion works 10. Cable-supported shade structure over verandah 11. Full electrical installation (wiring, distribution board, sockets, lighting, lightning protection) 12. Fire detection and alarm system 13. Plumbing, drainage and sanitary fittings 14. Internal and external finishes (plastering, painting, floor screed, etc.) 15. ICT installation for conference room (screen, sound system, cabling)
<p>Note: All associated temporary work, testing and commissioning Complete detailed description, specifications, quantities and rates are given in the Bill of Quantities (Annex 1) and the architectural/structural/electrical/MEP drawings (Annex 2)</p>			

2.3 Detailed scope of materials and assignment

This project will focus on minimising the use of concrete as much as possible and on the use of sustainable green construction materials listed below.

2.3.1 Green and sustainable construction materials to be used

No.	Material – Preferred option (default in BOQ & drawings)	Allowed alternative (only with prior written approval)	Sustainability advantage of preferred option
1	Natural stone (foundations & plinths)	None	Locally quarried within 15 km → zero transport emissions

No.	Material – Preferred option (default in BOQ & drawings)	Allowed alternative (only with prior written approval)	Sustainability advantage of preferred option
2	Interlocking Soil-Stabilized Bricks (ISSB) produced on-site or contractors workshop using local soil mixed with up to 7% cement. With a hydraulic press, the minimum daily production rate should be about 800 –1,200 bricks per gang, requiring 6–7 workers for soil preparation, pressing, and curing. The setup includes a hydraulic press powered by electric or diesel, a mixing platform, and a reliable water supply for curing.	High-quality burnt common bricks OR copper bricks (both $\geq 3.5 \text{ N/mm}^2$)	ISSB: no firing, 70–80 % less embodied energy and CO ₂ than burnt/copper bricks; made on site → no transport
3	Timber (eucalyptus / pine) for roof trusses, purlins and reusable formwork	None	Fast-growing species from Northern Province sustainable plantations
4	28-gauge IT5 charcoal-grey pre-painted roofing sheets	None	High solar reflectance, fully recyclable
5	Site-won hardcore + locally sourced river/crushed aggregates for concrete and blinding	None	Maximum reuse of excavated material for hardcore; aggregates sourced locally to reduce transport emissions

Note:

The priced Bill of Quantities is based on ISSB (lowest cost and lowest carbon footprint). Tenderers are free to substitute burnt common bricks or copper bricks, provided the minimum strength is met and the material is clearly identified in the offer. Using interlocking bricks (ISSB) will be considered an added advantage during technical evaluation.

2.3.2 Full scope of the works

The works comprise **every single item described, quantified and priced in the 7-page Bill of Quantities (Annex 1)** and everything shown on the drawings (Annex 2). All quantities are provisional, and the contract is **re-measurable on completion**.

Bill No.	Content / Description
01	General & Preliminary <ul style="list-style-type: none"> - Mobilization/demobilization, site offices, storage, fencing, temporary power/water, security, removal upon completion. - Geotechnical investigation (boreholes, SPT, lab tests); - Testing of materials (concrete cubes, ISSB/brick strength, steel). - As-built drawings (AutoCAD + PDF) and O&M manuals. - Insurance and 5% performance bond.
02	Substructure: <ul style="list-style-type: none"> - Demolition of two existing flooded buildings. - continuous lakefront dewatering and protection of excavations. - Excavation of topsoil, trenches & footings (average depth 1.5 m), disposal of surplus off-site or stockpile.

Bill No.	Content / Description
	<ul style="list-style-type: none"> - plain in-situ concrete Grade 15 blinding. - stone masonry foundations and plinth wall. - hardcore filling, 1000-gauge DPM, - anti-termite treatment (Gammaline 20EC or equivalent) - Grade 25 reinforced concrete footings, columns up to ground level, ground beams, column bases; supply and place Y20, Y16, Y12, Y10 reinforcement.
03	Frame / Superstructure: <ul style="list-style-type: none"> - Reinforced concrete columns, ring beams, suspended slabs, canopy, soffits. - stainless-steel balustrades and veranda railings Grade 304/316. - all formwork, reinforcement Y20–Y10, Grade 25 concrete.
04	Stairs, Steps & Ramps: <ul style="list-style-type: none"> - In-situ concrete stairs and ramps. - stainless-steel handrails and balustrades Grade 304/316.
05	Walling: Walling with ISSB or approved burnt/copper bricks (230 mm & 150 mm thick).
06	Roofing. <ul style="list-style-type: none"> - 28-gauge IT5 charcoal-grey sheets on timber purlins and trusses, - fascia boards, rainwater gutters
07	Doors & Windows. <ul style="list-style-type: none"> - Timber doors, - Aluminium windows, - louver blocks, - Ironmongery, - Security grilles.
08	Finishing Works: <ul style="list-style-type: none"> - Internal plastering and external rendering; internal and external painting; floor finishes (ceramic tiles, porcelain tiles, polished concrete); ceiling finishes (gypsum board suspended ceilings); clear sealer for ISSB walls.
09	Electrical & ICT Installations: Full electrical installation (wiring, distribution board, sockets, LED lighting, lightning protection); ICT package for conference room (75”screen, sound system, interactive and structured cabling); air conditioning units; testing and commissioning.
10	Fire Protection: Fire detection and alarm system (smoke detectors, panel, call points, extinguishers); fire suppression equipment.
11	Plumbing & Drainage: Complete plumbing, drainage, and sanitary fittings; laboratory sinks and chemical-resistant drainage systems.
12	External Works & Landscaping: Lakefront wave-protection wall; cable-supported shade structure over veranda; site grading, planting, pathways, and paved loading bay.
13	Furniture & Equipment (if in scope) – Conference tables, chairs, laboratory benches, storage units.

2.3.3 Minimum quality requirements of key materials

S/No	Item	Minimum specification / requirement (exact from the BOQ)
1	Stone (masonry)	Stones used in construction should be at least 40 cm in length. They must be cleaned with water before use, laid

S/No	Item	Minimum specification / requirement (exact from the BOQ)
		while wet, and positioned with the flat side facing down. To ensure stability, straight vertical joints should be avoided.
2	Walling bricks	Interlocking Soil-Stabilized Bricks (ISSB) or high-quality burnt common bricks or copper bricks – minimum compressive strength 3.5 N/mm² ; test certificates required before delivery or on-site production
3	Concrete (structural)	Grade 25 , 28-day characteristic cube strength; minimum cement content 340 kg/m ³ ; slump 75–100 mm; wet curing minimum 28 days; 3 cubes per pour tested at 7 & 28 days
4	Blinding concrete	Grade 15 plain concrete
5	Sand	Clean river sand, free from clay, loam and organic matter; grading Zone II or III to BS 882
6	Coarse aggregates	Crushed stone or clean river gravel, 20 mm nominal maximum size, hard, durable; flakiness index ≤ 35 %; to BS 882
7	Reinforcement steel	High-yield ribbed bars Y20, Y16, Y12, Y08 to BS 4449 ; clean, free from loose mill scale, rust, oil or grease
8	Natural stone	Hard, sound, durable local quarry stone, minimum 300 × 300 × 300 mm , laid in cement-sand mortar 1:3
9	Hardcore	Approved crushed stone or site-won material, compacted in 150 mm layers to 95 % MDD
10	Damp-proof membrane and DPC	1000-gauge black polythene sheet, 250 mm laps
11	Anti-termite treatment	Gammaline 20EC or approved equivalent non-repellent termiticide applied to soil under entire building footprint and perimeter
12	Timber roof trusses & purlins	Pressure-treated softwood (eucalyptus or pine), Tanalith E or equivalent, strength class C24
13	Ceiling	12.5 mm thick gypsum board on suspended galvanized steel T-grid system, including Ceiling Joists, cornices, access panels and two coats emulsion paint
14	Floor finishes	32 mm thick cement-sand (1:4) steel-trowelled floor screed to receive 600 × 600 mm vitrified porcelain floor tiles (non-slip, R10 rating) laid on tile adhesive with matching grout; 100 × 100 mm ceramic skirting tiles
15	Plumbing fixtures & sanitary fittings	White vitreous China WC suites, wash-hand basins with pedestals, chrome-plated brass taps, shower roses, mirrors, towel rails, toilet-roll holders, PVC soil & waste pipes, uPVC rainwater goods
16	Air-conditioning units	Split-type inverter AC units: 24 000 BTU/h (conference room), 12 000 BTU/h (offices); R410A refrigerant, copper piping, indoor/outdoor units complete with brackets, drainage and electrical connections

S/No	Item	Minimum specification / requirement (exact from the BOQ)
17	Windows	10cm Powder-coated aluminum sections with 6 mm clear glass, ironmongery and mosquito gauze
18	Doors	Solid hardwood (Mukwa or equivalent), 45 mm thick panel doors, heavy-duty ironmongery
19	Stainless-steel balustrades & railings	Grade 304 or 316 , 50 mm Ø tubular, brushed satin finish, welded joints ground smooth
20	Roofing sheets	28-gauge IT5 charcoal-grey pre-painted resin-coated steel sheets with matching accessories
21	Lakefront protection - two independent walls	Gabion wall (outer): galvanized PVC-coated wire mesh gabions filled with hard durable rock (150–250 mm), min. 1 m wide × 1 m high, founded on stone base Inner wave-protection wall: 150 mm thick masonry/concrete wall waterproofed with Sika-1 or equivalent
22	Cable-supported shade structure	Galvanized steel posts & cables, UV-resistant tensile fabric canopy -complete with drainage
23	Electrical installation	PVC/SWA/PVC cables in concealed conduits, copper conductors, LED lighting, distribution board with MCBs & RCDs, lightning protection system
24	ICT - conference room	Wall -mounted motorized screen (min. 75”), 5.1 surround sound system, & Cat6 structured cabling
25	Fire detection & alarm	Addressable system with optical smoke detectors, manual call points, sounders, control panel, 2-hour battery backup, CO ₂ & dry-powder extinguishers
26	Paints & finishes	Weather-shield exterior emulsion, oil-based enamel for metalwork, cement-based plaster

2.4 Contract management

2.4.1 Stage 1: Construction

(a) Instructions:

The Contractor will from time to time and within the provisions of the construction contract receive or request written instructions to/from the client related to guidance or adherence to the drawings, specifications, progress of the work or administrative requirements in the contract.

Where the Contractor needs to issue instructions related to variations that increase the value of the contract, s/he will have to notify the client for approval or rejection.

(b) Progress photographs and report:

The Contractor shall:

- (i) Share pictures of work progress every evening in the WhatsApp site group created by the client.
- (ii) Prepare three sets of progress photographs on the first day of each month during the construction period.

- (iii) Mount the progress photographs at site and submit a copy of the photographs to the Client.
- (iv) Prepare a short monthly report incorporating the photographs and describing the progress achieved and supported by an up-date of the construction programmed. Any sense of delay shall be reported immediately to the client in order to find a solution.

(c) Completion of construction and Take-Over by Client:

The construction stage shall end, and the Works shall be taken over by the client once all Works have been executed and completed in accordance with the tender documents and a Taking-Over Certificate has been issued by the client to the contractor.

At the practical (or substantial) completion date, the Contractor shall be given a snags list and a defects notification for rectification. Any additional damages which may occur thereafter shall also be repaired or reconstructed at the Contractor's own cost.

The Contractor shall test all works and installations in the presence of the client.

At this stage, the contractor shall also start preparing sustainable operating and maintenance manuals emphasizing energy savings, water saving, waste management, plumbing systems, switching off lightings, shutting off water taps, damage reporting, the use of fire extinguisher, etc. As-built drawings shall also be prepared for submission.

The completed buildings and site shall be handed over to the Client within 7(seven) days of the completion date. The Contractor shall coordinate and oversee all handover activities in accordance with the construction contract.

(d) As-built drawings

Prepare, compile, and provide to the Client as-built drawings, installation schedules, and operation and maintenance manuals at the completion of the project.

2.4.2 Stage 2: Post Construction Stage

(a) Rectification of defects:

The client and Contractor shall:

- (i) Carry out a detailed inspection of possible defects during and at the end of a twelve-month defects' liability period
- (ii) Conduct interim visits and inspections or testing during the defects liability period where remedial measures are necessary to ensure the safety or continued normal use of the buildings.
- (iii) Arrange follow-up meetings to confirm that remedial work has been fully completed.
- (iv) Conduct training on the operation and maintenance of renewable energy facilities.

(b) Completion Certificates:

The Client shall prepare and issue completion certificates to the contractor, defects correction certificates, and final payment certificates in accordance with the works contract and to signify full completion of the works.

(c) Managing contract closure activities

In addition to the specific responsibilities set out in Section (a) and (b) above, the managing contract closing activities will be as follows:

- (i) Contractor shall establish and agree with the Client and document the criteria to be used for confirming completion of the contract (tasks finished, deliverables finished, testing completed, training requirements finished, equipment installed, tested, and operating, document manuals submitted, etc).
- (ii) The contractor shall document and agree with the Client the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed.
- (iii) The contractor and the Client representatives shall jointly sign the project completion report and confirm the persons responsible for each step of the acceptance process, the required post-contract support required and the persons responsible.
- (iv) The Client shall convene and hold a contract close-out meeting attended by the stakeholders, end users, and contractors which the completion report is among other items approved and signed off.
- (v) The client shall carry out a post-contract evaluation of the works, achievements, processes undertaken, and the management of the contract and prepare and compile a final report. The contractor shall provide any data/information needed regarding the executed works.

(d) Framework for site supervision

Site supervision of the construction works will be carried out in a coordinated way by a series of actors:

- (i) Site presence: The Contractor shall maintain on site presence, including a full-time field officer available at the construction sites.
- (ii) Supervising Engineer: The contractor shall have a supervising engineer assigned to the project who will be the contact person for the Client. This engineer will oversee the works and coordinate communication.
- (iii) Daily inspections: Daily inspection of the works shall be carried out by a client representative who will directly report to the Enabel project manager.
- (iv) Random checks: Random checks will be conducted by the client' project staff. This team will be responsible for the implementation of the civil works investment of the project, including supervision of the procurement of works, supplies and services as well as capacity building, awareness-raising, and collection and dissemination of lessons learned.
- (v) Material approval: Material shall not be delivered or used or accepted without the approval of the client.
- (vi) Defect liability period: The Defects Liability Period (DLP) shall commence after the Taking Over/provisional acceptance and last 365 calendar days.

2.5 Supervisory staff to be employed in the contract

The tenderer shall enclose with its tender a list of the personnel who will be employed during the performance of the contract. The tenderer must mention the diplomas/degrees held by these personnel, as well as their professional qualifications and experience.

This description should include CVs for all the minimum team members listed in Table below:

Role	Qualification / Experience	Responsibilities	Number Required	Site Presence / Duration	Certification / Notes
Team Leader / Project Manager	Bachelor's degree in civil or Hydraulic Engineering; ≥8 years in similar projects	Ensure proper planning and execution of work; monitor progress; ensure resources and schedule are met; resolve technical issues on project	1	Full-time during project execution	CV signed by owner; Engineer registration certificate – As Professional Engineer
Site Engineer / Clerk of Works	Diploma or bachelor's in civil engineering; ≥5 years in similar projects	Supervise all construction activities (masonry, concrete, roofing, pipes, finishing); ensure works comply with technical specifications; maintain quality control	1	Full-time	CV signed by owner; Engineer registration certificate
Technician / Foreman	Ordinary Diploma in Civil Engineering; ≥8 years general, ≥5 years specific	Supervise execution of daily work; ensure correct implementation of construction methods and standards; support technical activities	1-2	Full-time	CV signed by owner
Service (Electrical / Mechanical) Engineer	Diploma in Electrical / Mechanical Engineering; ≥5 years	Install and maintain electrical and mechanical systems; ensure compliance with safety and technical standards; support project installations like pumps, solar lights	1	per schedule	CV signed by owner; training proof if required
Plumber / Pipe Technician	Certificate/Diploma in plumbing; ≥5 years	Execute plumbing and pipe installation works; ensure proper connection and testing; support overall project pipe systems	1	per schedule	CV signed by owner; training proof

Only tenders from tenderers who meet the selection criteria are taken into consideration to participate in the comparison of tenders based on the award criteria set out below, subject to the regularity of these tenders.

2.6 List of minimum equipment required for the construction site

The tenderer must have the technical equipment required to carry out the contract properly.

To attest to this, it shall attach to its tender a list of the main site equipment available to the tenderer for the execution of the work. This list must indicate the means of acquisition (ownership, leasing, hire, etc.) in due course, together with proof of the means of acquisition of the following essential plant and equipment:

No.	Equipment Type and Characteristics	Minimum no. required
1	Lorry – ordinary (3t)	2
2	Lorry – Flatbed (10t)	1
3	4WD Pick-up	1

No.	Equipment Type and Characteristics	Minimum no. required
4	Excavator, (1.0m ³)	1
5	Wheel Loader/Backhoe (1.0m ³)	1
6	Tipper 7t	1
7	Lifting Device/hoist Cranes (for min.1000kg)	1
8	Compressor, incl. tools, hose, and jack	1
9	Hand Vibratory Rollers (500 kg)	1
10	Concrete Mixers (500L)	3
11	Vibration Pokers	3
12	Diesel Generator on Trolley (20 kVA)	2
13	Engine Driven Pump (20 m ³ /h)	1
14	Electric and Gas/Diesel Welding Sets	1
15	De-watering pumps (DN 40mm)	1
16	Plumber's Tool Kits	2
17	Pipe Testing Equipment	2
18	Electro-fusion Welding Machine (for HDPE)	1
19	Water bowser 3m ³ capacity mounted on 5-ton truck	1

2.7 Technical specification

The works shall be executed in strict accordance with the following documents, which form an integral part of the contract (in order of precedence):

- i. The priced and signed **Bill of Quantities (** pages)** – Annex 1
- ii. Architectural, structural, electrical, ICT and MEP **drawings** – Annex 2
- iii. **Section 1.4.3 – Minimum quality requirements of key materials** (this table constitutes the core technical specifications for materials and workmanship)
- iv. This **Section 2 – Technical specifications**
- v. The applicable **General Conditions of Contract** (FIDIC Short Form of Contract – Green Book, latest edition)

All materials and workmanship shall comply with the latest editions of the relevant **British Standards (BS), European Norms (EN)**, or equivalent Zambian Standards.

2.8 General requirements

S/No	Requirement	Details
1	Sustainability	Priority to low-carbon, locally sourced materials (stone, ISSB, site- The Contractor shall attend weekly virtual progress meetings and monthly on-site inspections and meetings without exception. The individual holding Power of Attorney must be present at these meetings. In the event of an emergency, prior notice must be provided with substantiated reasons, and any replacement representative must possess full authority to make binding decisions on behalf of the Contractor. hardcore, etc.)

S/No	Requirement	Details
2	Safety & Health	<ul style="list-style-type: none"> - The Contractor shall prepare and implement a Health, Safety and Environment (HSE) Plan approved by the Project engineer before starting works. - All workers shall be provided with appropriate PPE (hard hats, safety boots, gloves, high-visibility vests, life jackets when working near/over water). - First-aid kit and trained first aider permanently on site.
3	Working inside active Fisheries compound	<p>The site is inside the operational Mpulungu Fisheries Department compound. The Contractor shall:</p> <ul style="list-style-type: none"> - Coordinate daily with Fisheries staff to avoid disruption of fishing, boat movements, fish landing and market activities - Erect secure hoarding/fencing separating the construction area from public/operational areas - Ensure safe pedestrian and vehicle access for Fisheries staff and the public at all times - Work only within approved hours (07:00 - 17:00, Monday–Saturday) unless otherwise agreed - Preventing dust, noise and pollution affecting the lake, fish landing area and offices
4	Lakefront protection & pollution prevention	Continuous dewatering discharge must be filtered and settled before entering Lake Tanganyika. No cement, oil, paint or chemicals shall be allowed to reach the lake. Penalties will apply for any pollution incident.
5	Testing & approval	All rates include testing, mock-ups, samples and protection. No material shall be used without written approval from the Project engineer.
6	Standards	Latest British Standards (BS), European Norms (EN) or equivalent Zambian Standards apply.
7	Meetings	The Contractor shall attend weekly virtual progress meetings and monthly on-site inspections and coordination meetings without exception. The individual holding Power of Attorney for the Contractor shall attend these meetings. In the event of an emergency, prior

S/No	Requirement	Details
		written notice with substantiated reasons shall be provided, and any replacement representative shall have full authority to make binding decisions on behalf of the Contractor. Failure to attend scheduled meetings shall result in applicable fines as stipulated in the Contract.

2.9 Drawings (See appendix to this tender specifications)

3 Forms

3.1 Appendix: Identification forms

3.1.1 Identification Form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	<input type="checkbox"/> Duly registered independent <input type="checkbox"/> Unregistered self-employed (no official formalisation) <input type="checkbox"/> other (please specify):
REGISTRATION NUMBER (if applicable)	
VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

DATE <i>DD MM YYYY</i>	SIGNATURE
-------------------------------	-----------

3.1.2 Identification from Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> - FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE
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3.1.3 Identification Form Public actor – entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

3.2 Declaration on honour - mandatory exclusion criteria

[I/We], [NAME(s) and FIRST NAME(s)], acting in my/our capacity as legal representative(s) of [name of tenderer/beneficiary/partner/contractor], hereinafter referred to as the "counterparty", declare(s) that *:

**Please tick the appropriate boxes to confirm each situation.*

- **The counterparty nor any of his directors was ever found guilty following an indefeasible judgement for one of the following offences:**
 - involvement in a criminal organisation
 - corruption
 - fraud
 - terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - money laundering or financing of terrorism
 - child labour and other trafficking in human beings
 - employment of foreign citizens under illegal status
 - creation of a shell company.
- **The counterparty fulfils its obligations relating to the payment of taxes and social security contributions for an amount of more than EUR 3 000, except if it can demonstrate that a contracting authority owes it one or more unquestionable and due debts which are free of all foreseeable liabilities for an amount at least equal to that which it is in arrears in payment of tax or social charges.**
- **The counterparty is not in a state of bankruptcy, liquidation, cessation of business, 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.**

The counterparty has committed no serious professional misconduct which calls into question its integrity. Are namely considered such serious professional misconduct:

- a. a breach of Enabel's Policy regarding sexual exploitation and abuse;
 - a. a breach of Enabel's Policy regarding fraud and corruption risk management;
 - b. a breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
 - c. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required to verify that there are no grounds for exclusion or that selection criteria are satisfied, or concealed this information

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

Regarding conflicts of interest:

Please tick the applicable situation

- the Counterparty or any of its officers is not in any actual or potential conflict of interest situation and has no actual or potential business or family relationship, and does not reasonably appear to have any such relationship, with any member of the board of directors of Enabel or any member of its staff, or any other person who has been or could reasonably be directly or indirectly involved in (i) the preparation of the tender documents, call for proposals or any other contract, (ii) the selection procedure, or (iii) the execution of the contract, grant or contract.

OR

- the counterparty informs Enabel of any actual, potential or reasonably perceived conflict of interest that may affect, or may reasonably be perceived to affect, impartiality in the procurement process, the award of a grant or any other contract, including the selection process and the execution thereof.

→ *Please provide a detailed description of any actual, potential or reasonably perceived conflicts of interest, including their nature and the persons involved.*

- **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 past contract concluded with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.**
- **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 is not on the lists of persons, groups or entities subject to United Nations, European Union or Belgian or French financial sanctions**

For the **United Nations**, the lists can be consulted at the following address: https://finance.belgium.be/en/about_fps/structure_and_services/general_administrations/treasury/financial-sanctions/international

For the **European Union**, the lists can be consulted at the following address: https://finance.belgium.be/en/about_fps/structure_and_services/general_administrations/treasury/financial-sanctions/international

<https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=fr>

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-financi%C3%A8res-nationales-%C2%B-la-liste-nationale-%C2%BB>

[add according to any additional requirements of the donor].

[I/We undertake] to inform Enabel without delay of any change in the situation with regard to the above, including any sanctions or embargoes adopted by the United Nations, the European Union and/or Belgium and France following our signature of this Declaration.

Done at [indicate place], on [DATE].

Name(s) of undersigned and signature(s)

3.3 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

3.4 Tender form - Prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications **BDI23002-10088** - Public work contract consists of the « **Construction of the new laboratory at the LTRU station, Mpulungu, Zambia** », – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

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

VAT percentage:%.

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

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

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

In annex, the tenderer attachesto his tender.

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

Certified true and sincere,

Done at, on

3.4.1 Appendix to the pricing form

3.4.1.1 BOQ

Item	Description	Unit	Quantity	Unit price	Amount (EUR)	Amount	
						QTY	Amount
BILL No. 01: GENERAL & PRELIMINARY							
1,1	Allow for general & Preliminaries: The contractor shall allow for mobilization and demobilization, including transport of plant, equipment, materials, and personnel to/from site; establishment of site office, storage facilities, temporary fencing, temporary power/water supply. and security; and removal upon completion, all in compliance with local regulations and minimizing disruption to lakefront access.	L.S	1,0				
1,2	Allow for geotechnical investigation: provide for a comprehensive geotechnical investigation prior to commencement of construction works. The scope shall include drilling two (2) boreholes, each to a minimum depth of 15 meters-one located at the shoreline and the other at the center of the proposed building site. The investigation shall comprise soil strength testing, soil classification, chemical analysis, and settlement tests, together with Standard Penetration Tests (SPT) and relevant laboratory analyses. The locations of the boreholes shall be selected and approved by the Enabel Engineer prior to drilling. A detailed geotechnical report, including recommendations on foundation type, allowable bearing capacity, and foundation depths, shall be submitted to the Engineer for review and approval before excavation and foundation works commence.	Item	1,0				
1,3	Concrete and Reinforcement Testing: The Contractor shall allow for testing of concrete samples for all concrete works, including Grade 20 and Grade 25 concrete. A minimum of three (3) concrete cubes per pour shall be cast and tested for compressive strength at 7 and 28 days in accordance with BS 1881 or an approved equivalent standard. Slump tests shall be carried out on site for each concrete pour to verify workability and compliance with the approved mix design. In addition, the Contractor shall allow for testing of reinforcement steel (rebars) to be used on the project, including but not limited to tensile strength, yield strength, elongation, and bend/rebend tests, in accordance with the relevant BS/EN standards. All test results shall be submitted to the Engineer for review and approval prior to and during execution of the works.	Item	1,0				
1,4	Allow for as-built drawings: The contractor shall prepare and submit detailed as-constructed drawings (plans, sections, elevations) in AutoCAD/PDF format upon completion, reflecting any changes.	Item	1,0				

Item	Description	Unit	Quantity	Unit price	Amount (EUR)		
						QTY	Amount
1,5	Allow for demolition of existing structures: The contractor shall safely demolish flooded building as marked on site layout & The building where the new development is to be made; remove debris off-site; include shoring if needed. Dispose per environmental regulations (no dumping in lake).	Item	2,0				
1,6	Allow for site clearance: The contractor shall clear vegetation, debris over entire site area.	m ²	375,0				
1,7	Allow for insurance & Performance bonds: The contractor shall allow for insurance and performance bond, including all-risk insurance for the works and a performance bond equivalent to 10% of the contract sum, valid for 1 year from the date of contract award.	Item	1,0				
Total for Bill No. 1 (to be carried forward to Summary)							
BILL No. 02 : SUBSTRUCTURE							
2,1	Excavate topsoil (vegetation) to an average depth of 150mm over building footprint and 1m beyond, stockpile or dispose as directed.	m ²	61,0				
2,2	Excavation of pits for column bases up to a depth of approximately 2.0m and excavation for strip foundations, including disposal of surplus excavated material off-site or spreading as directed by the Engineer.	m ³	215,0				
2,3	Keep excavations free from water by pumping or by use of cofferdams (e.g., sheet piles/burg system or continuous pumping), particularly near the lakefront, including provision of all necessary equipment, and provide planking and strutting to excavation sides for safety.	Item	1,0				
2,4	Plain in-situ concrete, Grade 15, 15mm aggregates, 50mm thick blinding beds laid on earth to column bases and foundation trenches.	m ³	6,0				
2,5	Supply high-yield steel reinforcement bars, BS 4449, hot rolled deformed, straight or bent, as per structural drawings.						
2.5.1	<i>Y8 - Starter columns & Ground beam</i>	Kg	193,0				
2.5.3	<i>Y12 - Ground Beam</i>	kg	536,0				
2.5.4	<i>Y16 - Starter columns & Footings</i>	kg	996,0				
2.5.5	<i>Y20 - Starter columns</i>	kg	558,0				
2,6	Sawn formwork to surfaces sides of column bases, foundation wall footings, starter columns, and plinth beams.	m ²	137,0				
2,7	Reinforced in-situ concrete, Grade 25, 20mm aggregates, vibrated, to column bases, starter columns, and foundation trenches.	m ³	36,0				
2,8	Construct foundation walls in solid concrete blockwork, BS 6073, 7N/mm ² compressive strength, 230mm thick, keyed both sides, in cement-sand mortar (1:3).	m ²	159,0				
2,9	Backfill with selected excavated material, compacted in layers as specified.	m ³	98,0				
2,1	Supply and compact 300mm thick hardcore (crushed stone) in layers over building footprint to level up.	m ³	111,0				
2.10.1	Supply and lay 1000 gauge polythene sheet damp-proof membrane, with 150mm lapped joints, over hardcore beds.	m ²	370,0				

Item	Description	Unit	Quantity	Unit price	Amount (EUR)		
						QTY	Amount
2.10.2	Apply Gammaline 20EC solution anti-termite treatment to hardcore beds and tops of foundation walls at 7 litres/m ² , and to backfilling of external foundation walls at 20 litres/m ³ .	m ²	370,0				
2.10.3	Supply and place Grade 20 reinforced concrete (20 mm aggregates) for oversite slabs, reinforced with 8 mm BRC mesh at 150×150 mm spacing, fully compacted and finished, including subgrade preparation, in accordance with Engineer's specifications and approval.	m ³	56,0				
Total for Bill No . 02 (to be carried forward to Summary)							
BILL No. 03: FRAME (SUPERSTRUCTURE)							
	Reinforced in-situ concrete, Grade 25, with 20mm nominal aggregate, mixed, placed, compacted by mechanical vibration, finished to the required dimensions and levels, cured, and protected as specified to :						
	<i>Vertical columns</i>	m ³	4				
	<i>Horizontal or sloping beams</i>	m ³	8				
	<i>150mm thick suspended slabs/canopy.</i>	m ³	35				
	Supply high-yield steel reinforcement bars, BS 4449, hot rolled deformed, straight or bent, for columns, beams suspended slab/canopy in sizes						
	<i>Y8 : Columns & Beams</i>	Kg	484,0				
	<i>Y12 : Slab</i>	Kg	4 029,0				
	<i>Y16 : Beams & Column</i>	Kg	3 500,0				
	<i>Y20</i>	Kg	989,0				
	Sawn formwork to: edges of suspended slabs, columns; soffits of slabs, sides and soffits of beams.	m ²	381,0				
Total for Bill No. 03 (to be carried forward to Summary)							
BILL No. 04: STAIRS AND STEPS							
4,1	Reinforced in-situ concrete, Grade 25, 20mm aggregates, vibrated, to steps, staircases, strings, 150mm thick horizontal suspended landings, and landing beams.	m ³	39,0				
4,2	Supply high-yield steel reinforcement bars, BS 4449, straight or bent, 12mm and 16mm diameter, as per structural drawings.						
4.2.1	<i>Y12</i>	Kg	142,0				
4.2.2	<i>Y16</i>	Kg	373,0				
4,3	Sawn formwork to: soffits of suspended landings; sloping soffits of staircases; vertical sides of strings, cut to profiles of risers and treads; sides and soffits of beams; edges of suspended landings, 150mm wide.	m ²	69,0				

Item	Description	Unit	Quantity	Unit price	Amount (EUR)		
						QTY	Amount
4,4	<p>Supply and fix stainless steel balustrading system comprising 30mm diameter vertical balusters, 1250mm high, securely housed in concrete kerbs or steps and evenly spaced for uniform alignment. The top rail shall be 75mm diameter stainless steel, continuous and horizontally aligned, welded to the balusters. Middle rails shall be 30mm diameter stainless steel, installed horizontally between balusters with either welded or mechanically holed joints, ensuring consistent spacing and a clean finish. All components shall be fabricated from brushed or polished stainless steel (Grade 304 or 316), free from sharp edges, visible welds, or surface defects.</p> <p>Where applicable, a timber capping may be fixed atop the top rail to enhance grip and provide aesthetic contrast. Non-slip steel angles shall be installed flush at horizontal joints of risers and treads to ensure safety and durability. The overall design shall reflect a modern, minimalist appearance with clean lines, consistent geometry, and high-quality workmanship.</p>	item	1,0				
Total for Bill No. 04 (to be carried forward to Summary)							
BILL No. 05: WALLING							
5,1	Construct external & Internal walls using interlocking bricks conforming to BS 3921, with a minimum compressive strength of 5N/mm ² , keyed on both sides for alignment and stability. Wall thicknesses shall be 230mm (External walls) and 150mm - internal as specified. Bricks shall be laid in dry-stack formation with tight joints, ensuring a uniform and visually consistent finish suitable for exposed external surfaces.	m ²	793,0				
5,2	Supply and fix metal work to veranda/balcony: 75mm diameter stainless steel top rail welded to stiles; 50mm diameter bottom and intermediate rails; 50mm balusters, 1480mm high, welded to top rail and built into concrete; 50mm supports, 300mm high, welded to baluster base.	item	1,0				
Total for Bill No. 05 (to be carried forward to Summary)							
BILL No. 06: ROOFING							
6,1	Supply, fabricate, and fix roof structure with steel trusses, complete with IBR-5 profile roof sheets (28 gauge), including matching ridges, valleys, and ridge caps, fixed to purlins using approved fasteners, with color and finish to be approved by the Engineer prior to installation	m ²	138,0				
6,2	Supply and fix gutters and downpipes comprising 150mm PVC or galvanized gutters with all necessary fittings, and 100mm diameter downpipes, including brackets, shoes, and accessories, complete with fascia boards and soffits, all fixed in position as specified	item	1,0				
Total for Bill No. 06 (to be carried forward to Summary)							
BILL No. 07 DOORS & Windows							

Item	Description	Unit	Quantity	Unit price	Amount (EUR)		
						QTY	Amount
7,1	Complete panelled door, manufactured from selected Mninga hardwood or equally approved hardwood, including frame, fillets, glazing beads, grounds, ironmongery, and approved door closer, fixed and finished ready for use						
7.1.1	45mm thick; size 900 x 2500mm high; - Ground floor (Offices)	Nr	2,0				
7.1.2	45mm thick; size 1500 x 2500mm high; - 1 St Floor (Conference room & Lab)	Nr	3,0				
7.1.3	45mm thick; size 2500 x 2500mm high; - Ground floor (Storage)	Nr	1,0				
7.1.4	45mm thick; size 900 x 2500mm high; - Toilets& Store	Nr	5,0				
7.1.5	45mm thick; size 900 x 2100mm high;	Nr	3,0				
7,2	Supply and fix composite door grilles with 50x50x6mm RHS frames, infilled with flat bars welded top, middle, and bottom, including additional horizontal bars, finished with one coat etch primer and three coats oil-based gloss paint, complete with specified ironmongery						
7.2.1	900 x 2500mm high;	Nr	3,0				
7.2.2	1500 x 2500mm high;	Nr	3,0				
7.2.3	2500 x 2500mm high;	Nr	1,0				
7,3	Supply and fix aluminum-framed casement windows using 28 Series 6063-T5 alloy profiles, 50x50 mm main frame, 45-65 mm sash profiles, 1.5 mm wall thickness, powder-coated finish, glazed with 8 mm clear float glass, complete with weatherproofing seals, glazing beads, drip edges, approved ironmongery (handles, locks, hinges, stays), and integrated powder-coated steel security grill, fixed securely to the structure, sealed and finished.						
7.3.1	2500 x 1750mm high;	Nr	8,0				
7.3.2	1500 x 1750mm high;	Nr	3,0				
7.3.3	2500 x 900mm high;	Nr	3,0				
7.3.4	1500 x 750mm high;	Nr	3,0				
7,4	Supply and fix precast concrete louver blocks, size 150x150 mm, with smooth finish, set in cement-sand mortar (1:4), aligned to form continuous ventilation openings, securely fixed in position, painted to match the approved colour scheme, and finished to the Engineer's approval.						
7.4.1	5000 x 750mm high;	Nr	3,0				
Total for Bill No. 07 (to be carried forward to Summary)							
BILL No. 08 FINISHINGS							
8,1	Apply 15 mm thick cement-sand (1:3) render externally to interlocking block walls, limited to the lower 50 cm from finished ground level, to protect against splash and weathering, finished smooth	m ²	62,0				
	Apply 10 mm thick cement-sand (1:3) plaster to internal blockwork walls, full height	m ²	370,0				

Item	Description	Unit	Quantity	Unit price	Amount (EUR)		
						QTY	Amount
	Internal painting: Prepare internal plastered/rendered walls and fascia boards by cleaning, dusting, and filling minor defects, followed by skimming where necessary and application of a suitable primer/binder. Apply three coats of high-quality emulsion paint, finishing smooth and uniform.	m ²	370,0				
	External skirting painting: Prepare rendered external skirting by cleaning, dusting, and filling minor defects, followed by application of a suitable primer/binder. Apply three coats of high-quality weatherproof paint to protect against splash and weathering.	m ²	56,0				
	External interlocking brick finish: Clean and prepare exposed interlocking brick surfaces, removing dust and loose particles. Apply a suitable clear polish or sealer to protect against weathering while retaining the natural appearance and texture of the bricks	m ²	300,0				
	Supply and lay 600×600 mm non-slip ceramic floor tiles to offices, meeting room, and conference room, including 100 mm high matching tile skirtings, bedding, and grouting, as specified in drawings; tile type and finish to be approved prior to purchase and installation	m ²	420,0				
	Supply and lay 300×300 mm non-slip, acid-resistant porcelain floor tiles to toilets and laboratory rooms, including 100 mm high matching tile skirtings, bedding, and grouting, as specified in drawings; tile type and finish to be approved prior to purchase and installation.	m ²	18,0				
	Supply and lay cement sand/polished concrete floor finish to store area and parking bay, finished smooth with steel trowel and properly cured.	m ²	86,4				
	Supply and fix suspended ceiling using 12 mm thick gypsum board (standard type), supported on 50×50 mm treated timber ceiling joists at 600 mm centers, including all necessary fixings, hangers, and supports; complete with timber joists and gypsum boards, ready for finishing.	m ²	240,0				
Total for Bill No. 08 (to be carried forward to Summary)							
BILL No. 09 : ELECTRICAL AND ICT INSTALLATIONS							
9,1	Supply and install electrical wiring, including LED ceiling lights, power points, switches, and sockets for internal areas, and outdoor lighting controlled by photocell. Provide and install distribution boards, protective devices, and a changeover switch for seamless operation between solar and grid supply. All switches to be Tronic-type or equivalent. Installation shall comply with local electrical codes and Engineer's specifications, including all necessary conduits and fixings.	item	1,0				

Item	Description	Unit	Quantity	Unit price	Amount (EUR)		
						QTY	Amount
9,2	Supply and install ICT installations, including structured cabling (CAT6 or better), data points, networking switches, and associated infrastructure for offices, meeting rooms, laboratory, and conference room. For the conference room, provide a complete video conferencing system (preferably Logi-type) including 60" TV screen, integrated HD camera, speakers, microphones, necessary mounting, cabling, and connectivity for audio-visual and network integration	item	1				
	Supply and install eco-friendly air conditioning units (24,000 BTU, inverter-type with environmentally friendly refrigerants such as R32 or R410A), including ducting, controls, and necessary supports, for offices, meeting room, conference room, and laboratory, complying with Engineer's specifications and energy efficiency standards.	Nr	10				
Total for Bill No. 09 (to be carried forward to Summary)							
BILL No. 10 : FIRE PROTECTION INSTALLATIONS							
9,1	Supply and install fire detection and alarm system, including smoke detectors, fire alarms, and control panels, for the entire building, complying with local fire safety regulations and engineer's specifications.	item	1,0				
9,2	Supply and install fire suppression equipment, including portable fire extinguishers, hose reels, and/or sprinkler systems as per engineer's specifications, suitable for offices, conference rooms, and laboratory areas, complying with local fire safety regulations.	item	1,0				
Total for Bill No. 10 (to be carried forward to Summary)							
BILL No. 11 : PLUMBING INSTALLATIONS							
9,1	Supply and install complete sanitary appliances for toilets and laboratory, including WCs, urinals, wash basins, and taps for toilets, and laboratory benches fitted with chemical-resistant sinks, laboratory taps, and eyewash stations. Include all necessary fittings, supports, and connections. Appliances shall be as specified in the drawings and specifications or approved equivalents, installed to the satisfaction of the Engineer.	item	1,0				
9,2	Supply and install complete drainage pipework for sanitary and laboratory systems, including all traps, fittings, supports, and fixings, in accordance with Engineer's specifications and approval. Use PPR pipework for sanitary drainage (toilets, washrooms, and related areas) and chemical-resistant polypropylene (PP) or equivalent approved system for laboratory drainage. Connect all drainage systems to the septic or sewer network as directed.	Item	1,0				
Total for Bill No. 11 (to be carried forward to Summary)							
BILL No. 12 : RETAINING WALL AND LANDSCAPING							
9,1	Repair existing stone masonry retaining wall, including removal of loose or damaged stones,	Item	1,0				

Item	Description	Unit	Quantity	Unit price	Amount (EUR)	Amount	
						QTY	Amount
	preparation of surfaces, and rebuilding/repointing to match original construction, as per section drawings. Include all necessary mortar, bedding, and compaction, with finishing in accordance with Engineer's specifications and approval						
9,2	Construct galvanized gabion wall around the landing bay for wave protection, including excavation, foundation preparation, supply and installation of galvanized gabion baskets filled with approved stone, tying wires, and all necessary materials, labour, and equipment, all in accordance with the Engineer's specifications and approval.	M	33,0				
9,3	Carry out landscaping, including grading, planting, and pathways around site, as directed.	item	1,0				
9,4	Construct and erect a covered loading bay/shaded area comprising a cable-supported shade structure, approximately 13 m long by 5 m wide, including all structural supports, anchorage, roofing material, fittings, and accessories, complete as per Engineer's specifications and approval.	Item	1,0				
Total for Bill No. 12 (to be carried forward to Summary)							
	BILL No. 01: GENERAL & PRELIMINARY						
	BILL No. 02 : SUBSTRUCTURE						
	BILL No. 03: FRAME (SUPERSTRUCTURE)						
	BILL No. 04: STAIRS AND STEPS						
	BILL No. 05: WALLING						
	BILL No. 06: ROOFING						
	BILL No. 07 DOORS & Windows						
	BILL No. 08 FINISHINGS						
	BILL No. 09 : ELECTRICAL AND ICT INSTALLATIONS						
	BILL No. 10 : FIRE PROTECTION INSTALLATIONS						
	BILL No. 11 : PLUMBING INSTALLATIONS						
	BILL No. 12 : RETAINING WALL AND LANDSCAPING						
	Total -VAT Excl.						
	Add 16% - VAT						
	Add 10% - Contig.						
	Total -VAT Inxcl.						

3.4.1.2 Unit price list

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
BILL No. 01: GENERAL & PRELIMINARY					
1,1	<p>Allow for general & Preliminaries: The contractor shall allow for mobilization and demobilization, including transport of plant, equipment, materials, and personnel to/from site; establishment of site office, storage facilities, temporary fencing, temporary power/water supply, and security; and removal upon completion, all in compliance with local regulations and minimizing disruption to lakefront access.</p>	L.S	1,0		
1,2	<p>Allow for geotechnical investigation: provide for a comprehensive geotechnical investigation prior to commencement of construction works. The scope shall include drilling two (2) boreholes, each to a minimum depth of 15 meters-one located at the shoreline and the other at the center of the proposed building site. The investigation shall comprise soil strength testing, soil classification, chemical analysis, and settlement tests, together with Standard Penetration Tests (SPT) and relevant laboratory analyses.</p> <p>The locations of the boreholes shall be selected and approved by the Enabel Engineer prior to drilling. A detailed geotechnical report, including recommendations on foundation type, allowable bearing capacity, and foundation depths, shall be submitted to the Engineer for review and approval before excavation and foundation works commence.</p>	Item	1,0		
1,3	<p>Concrete and Reinforcement Testing: The Contractor shall allow for testing of concrete samples for all concrete works, including Grade 20 and Grade 25 concrete. A minimum of three (3) concrete cubes per pour shall be cast and tested for compressive strength at 7 and 28 days in accordance with BS 1881 or an approved equivalent standard.</p> <p>Slump tests shall be carried out on site for each concrete pour to verify workability and compliance with the approved mix design. In addition, the Contractor shall allow for testing of reinforcement steel (rebars) to be used on the project, including but not limited to tensile strength, yield strength, elongation, and bend/rebend tests, in accordance with the relevant BS/EN standards. All test results shall be submitted to the Engineer for review and approval prior to and during execution of the works.</p>	Item	1,0		

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
1,4	Allow for as-built drawings: The contractor shall prepare and submit detailed as-constructed drawings (plans, sections, elevations) in AutoCAD/PDF format upon completion, reflecting any changes.	Item	1,0		
1,5	Allow for demolition of existing structures: The contractor shall safely demolish flooded building as marked on site layout & The building where the new development is to be made; remove debris off-site; include shoring if needed. Dispose per environmental regulations (no dumping in lake).	Item	1,0		
1,6	Allow for site clearance: The contractor shall clear vegetation, debris over entire site area.	m ²	1,0		
1,7	Allow for insurance & Performance bonds: The contractor shall allow for insurance and performance bond, including all-risk insurance for the works and a performance bond equivalent to 10% of the contract sum, valid for 1 year from the date of contract award.	Item	1,0		
Total for Bill No. 1 (to be carried forward to Summary)					
BILL No. 02 : SUBSTRUCTURE					
2,1	Excavate topsoil (vegetation) to an average depth of 150mm over building footprint and 1m beyond, stockpile or dispose as directed.	m ²	1,0		
2,2	Excavation of pits for column bases up to a depth of approximately 2.0m and excavation for strip foundations, including disposal of surplus excavated material off-site or spreading as directed by the Engineer.	m ³	1,0		
2,3	Keep excavations free from water by pumping or by use of cofferdams (e.g., sheet piles/burg system or continuous pumping), particularly near the lakefront, including provision of all necessary equipment, and provide planking and strutting to excavation sides for safety.	Item	1,0		
2,4	Plain in-situ concrete, Grade 15, 15mm aggregates, 50mm thick blinding beds laid on earth to column bases and foundation trenches.	m ³	1,0		
2,5	Supply high-yield steel reinforcement bars, BS 4449, hot rolled deformed, straight or bent, as per structural drawings.				
2.5.1	<i>Y8 - Starter columns & Ground beam</i>	Kg	1,0		
2.5.3	<i>Y12 - Ground Beam</i>	kg	1,0		
2.5.4	<i>Y16 - Starter columns & Footings</i>	kg	1,0		
2.5.5	<i>Y20 - Starter columns</i>	kg	1,0		
2,6	Sawn formwork to surfaces sides of column bases, foundation wall footings, starter columns, and plinth beams.	m ²	1,0		

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
2,7	Reinforced in-situ concrete, Grade 25, 20mm aggregates, vibrated, to column bases, starter columns, and foundation trenches.	m ³	1,0		
2,8	Construct foundation walls in solid concrete blockwork, BS 6073, 7N/mm ² compressive strength, 230mm thick, keyed both sides, in cement-sand mortar (1:3).	m ²	1,0		
2,9	Backfill with selected excavated material, compacted in layers as specified.	m ³	1,0		
2,1	Supply and compact 300mm thick hardcore (crushed stone) in layers over building footprint to level up.	m ³	1,0		
2.10.1	Supply and lay 1000 gauge polythene sheet damp-proof membrane, with 150mm lapped joints, over hardcore beds.	m ²	1,0		
2.10.2	Apply Gammaline 20EC solution antitermite treatment to hardcore beds and tops of foundation walls at 7 litres/m ² , and to backfilling of external foundation walls at 20 litres/m ³ .	m ²	1,0		
2.10.3	Supply and place Grade 20 reinforced concrete (20 mm aggregates) for oversite slabs, reinforced with 8 mm BRC mesh at 150×150 mm spacing, fully compacted and finished, including subgrade preparation, in accordance with Engineer's specifications and approval.	m ³	1,0		
Total for Bill No . 02 (to be carried forward to Summary)					
BILL No. 03: FRAME (SUPERSTRUCTURE)					
	Reinforced in-situ concrete, Grade 25, with 20mm nominal aggregate, mixed, placed, compacted by mechanical vibration, finished to the required dimensions and levels, cured, and protected as specified to :				
	<i>Vertical columns</i>	m ³	1		
	<i>Horizontal or sloping beams</i>	m ³	1		
	<i>150mm thick suspended slabs/canopy.</i>	m ³	1		
	Supply high-yield steel reinforcement bars, BS 4449, hot rolled deformed, straight or bent, for columns, beams suspended slab/canopy in sizes				
	<i>Y8 : Columns & Beams</i>	Kg	1		
	<i>Y12 : Slab</i>	Kg	1		
	<i>Y16 : Beams & Column</i>	Kg	1		
	<i>Y20</i>	Kg	1		
	Sawn formwork to: edges of suspended slabs, columns; soffits of slabs, sides and soffits of beams.	m ²	1		
Total for Bill No. 03 (to be carried forward to Summary)					
BILL No. 04: STAIRS AND STEPS					

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
4,1	Reinforced in-situ concrete, Grade 25, 20mm aggregates, vibrated, to steps, staircases, strings, 150mm thick horizontal suspended landings, and landing beams.	m ³	1		
4,2	Supply high-yield steel reinforcement bars, BS 4449, straight or bent, 12mm and 16mm diameter, as per structural drawings.				
4.2.1	Y12	Kg	1		
4.2.2	Y16	Kg	1		
4,3	Sawn formwork to: soffits of suspended landings; sloping soffits of staircases; vertical sides of strings, cut to profiles of risers and treads; sides and soffits of beams; edges of suspended landings, 150mm wide.	m ²	1		
4,4	<p>Supply and fix stainless steel balustrading system comprising 30mm diameter vertical balusters, 1250mm high, securely housed in concrete kerbs or steps and evenly spaced for uniform alignment. The top rail shall be 75mm diameter stainless steel, continuous and horizontally aligned, welded to the balusters. Middle rails shall be 30mm diameter stainless steel, installed horizontally between balusters with either welded or mechanically holed joints, ensuring consistent spacing and a clean finish. All components shall be fabricated from brushed or polished stainless steel (Grade 304 or 316), free from sharp edges, visible welds, or surface defects.</p> <p>Where applicable, a timber capping may be fixed atop the top rail to enhance grip and provide aesthetic contrast. Non-slip steel angles shall be installed flush at horizontal joints of risers and treads to ensure safety and durability. The overall design shall reflect a modern, minimalist appearance with clean lines, consistent geometry, and high-quality workmanship.</p>	item	1,0		
Total for Bill No. 04 (to be carried forward to Summary)					
BILL No. 05: WALLING					
5,1	Construct external & Internal walls using interlocking bricks conforming to BS 3921, with a minimum compressive strength of 5N/mm ² , keyed on both sides for alignment and stability. Wall thicknesses shall be 230mm (External walls) and 150mm - internal as specified. Bricks shall be laid in dry-stack formation with tight joints, ensuring a uniform and visually consistent finish suitable for exposed external surfaces.	m ²	1		

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
5,2	Supply and fix metal work to veranda/balcony: 75mm diameter stainless steel top rail welded to stiles; 50mm diameter bottom and intermediate rails; 50mm balusters, 1480mm high, welded to top rail and built into concrete; 50mm supports, 300mm high, welded to baluster base.	item	1		
Total for Bill No. 05 (to be carried forward to Summary)					
BILL No. 06: ROOFING					
6,1	Supply, fabricate, and fix roof structure with steel trusses, complete with IBR-5 profile roof sheets (28 gauge), including matching ridges, valleys, and ridge caps, fixed to purlins using approved fasteners, with color and finish to be approved by the Engineer prior to installation	m ²	1		
6,2	Supply and fix gutters and downpipes comprising 150mm PVC or galvanized gutters with all necessary fittings, and 100mm diameter downpipes, including brackets, shoes, and accessories, complete with fascia boards and soffits, all fixed in position as specified	item	1,0		
Total for Bill No. 06 (to be carried forward to Summary)					
BILL No. 07 DOORS & Windows					
7,1	Complete panelled door, manufactured from selected Mninga hardwood or equally approved hardwood, including frame, fillets, glazing beads, grounds, ironmongery, and approved door closer, fixed and finished ready for use				
7.1.1	45mm thick; size 900 x 2500mm high; - Ground floor (Offices)	Nr	1		
7.1.2	45mm thick; size 1500 x 2500mm high; - 1 St Floor (Conference room & Lab)	Nr	1		
7.1.3	45mm thick; size 2500 x 2500mm high; - Ground floor (Storage)	Nr	1		
7.1.4	45mm thick; size 900 x 2500mm high; - Toilets& Store	Nr	1		
7.1.5	45mm thick; size 900 x 2100mm high;	Nr	1		
7,2	Supply and fix composite door grilles with 50x50x6mm RHS frames, infilled with flat bars welded top, middle, and bottom, including additional horizontal bars, finished with one coat etch primer and three coats oil-based gloss paint, complete with specified ironmongery				
7.2.1	900 x 2500mm high;	Nr	3,0		
7.2.2	1500 x 2500mm high;	Nr	3,0		
7.2.3	2500 x 2500mm high;	Nr	1,0		

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
7.3	Supply and fix aluminum-framed casement windows using 28 Series 6063-T5 alloy profiles, 50×50 mm main frame, 45–65 mm sash profiles, 1.5 mm wall thickness, powder-coated finish, glazed with 8 mm clear float glass, complete with weatherproofing seals, glazing beads, drip edges, approved ironmongery (handles, locks, hinges, stays), and integrated powder-coated steel security grill, fixed securely to the structure, sealed and finished.				
7.3.1	2500 x 1750mm high;	Nr	1		
7.3.2	1500 x 1750mm high;	Nr	1		
7.3.3	2500 x 900mm high;	Nr	1		
7.3.4	1500 x 750mm high;	Nr	1		
7.4	Supply and fix precast concrete louver blocks, size 150×150 mm, with smooth finish, set in cement–sand mortar (1:4), aligned to form continuous ventilation openings, securely fixed in position, painted to match the approved colour scheme, and finished to the Engineer's approval.				
7.4.1	5000 x 750mm high;	Nr	1		
Total for Bill No. 07 (to be carried forward to Summary)					
BILL No. 08 FINISHINGS					
8,1	Apply 15 mm thick cement-sand (1:3) render externally to interlocking block walls, limited to the lower 50 cm from finished ground level, to protect against splash and weathering, finished smooth	m ²	1		
	Apply 10 mm thick cement-sand (1:3) plaster to internal blockwork walls, full height	m ²	1		
	Internal painting: Prepare internal plastered/rendered walls and fascia boards by cleaning, dusting, and filling minor defects, followed by skimming where necessary and application of a suitable primer/binder. Apply three coats of high-quality emulsion paint, finishing smooth and uniform.	m ²	1		
	External skirting painting: Prepare rendered external skirting by cleaning, dusting, and filling minor defects, followed by application of a suitable primer/binder. Apply three coats of high-quality weatherproof paint to protect against splash and weathering.	m ²	1		
	External interlocking brick finish : Clean and prepare exposed interlocking brick surfaces, removing dust and loose particles. Apply a suitable clear polish or sealer to protect against weathering while retaining the natural appearance and texture of the bricks	m ²	1		

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
	Supply and lay 600×600 mm non-slip ceramic floor tiles to offices, meeting room, and conference room, including 100 mm high matching tile skirtings, bedding, and grouting, as specified in drawings; tile type and finish to be approved prior to purchase and installation	m ²	1		
	Supply and lay 300×300 mm non-slip, acid-resistant porcelain floor tiles to toilets and laboratory rooms, including 100 mm high matching tile skirtings, bedding, and grouting, as specified in drawings; tile type and finish to be approved prior to purchase and installation.	m ²	1		
	Supply and lay cement sand/polished concrete floor finish to store area and parking bay, finished smooth with steel trowel and properly cured.	m ²	1		
	Supply and fix suspended ceiling using 12 mm thick gypsum board (standard type), supported on 50×50 mm treated timber ceiling joists at 600 mm centers, including all necessary fixings, hangers, and supports; complete with timber joists and gypsum boards, ready for finishing.	m ²	1		
Total for Bill No. 08 (to be carried forward to Summary)					
BILL No. 09 : ELECTRICAL AND ICT INSTALLATIONS					
9,1	Supply and install electrical wiring, including LED ceiling lights, power points, switches, and sockets for internal areas, and outdoor lighting controlled by photocell. Provide and install distribution boards, protective devices, and a changeover switch for seamless operation between solar and grid supply. All switches to be Tronic-type or equivalent. Installation shall comply with local electrical codes and Engineer's specifications, including all necessary conduits and fixings.	item	1,0		
9,2	Supply and install ICT installations, including structured cabling (CAT6 or better), data points, networking switches, and associated infrastructure for offices, meeting rooms, laboratory, and conference room. For the conference room, provide a complete video conferencing system (preferably Logi-type) including 60" TV screen, integrated HD camera, speakers, microphones, necessary mounting, cabling, and connectivity for audio-visual and network integration	item	1		
	Supply and install eco-friendly air conditioning units (24,000 BTU, inverter-type with environmentally friendly refrigerants such as R32 or R410A), including ducting, controls, and necessary supports, for offices, meeting room, conference room, and laboratory,	Nr	1		

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
	complying with Engineer's specifications and energy efficiency standards.				
Total for Bill No. 09 (to be carried forward to Summary)					
BILL No. 10 : FIRE PROTECTION INSTALLATIONS					
9,1	Supply and install fire detection and alarm system, including smoke detectors, fire alarms, and control panels, for the entire building, complying with local fire safety regulations and engineer's specifications.	item	1,0		
9,2	Supply and install fire suppression equipment, including portable fire extinguishers, hose reels, and/or sprinkler systems as per engineer's specifications, suitable for offices, conference rooms, and laboratory areas, complying with local fire safety regulations.	item	1,0		
Total for Bill No. 10 (to be carried forward to Summary)					
BILL No. 11 : PLUMBING INSTALLATIONS					
9,1	Supply and install complete sanitary appliances for toilets and laboratory, including WCs, urinals, wash basins, and taps for toilets, and laboratory benches fitted with chemical-resistant sinks, laboratory taps, and eyewash stations. Include all necessary fittings, supports, and connections. Appliances shall be as specified in the drawings and specifications or approved equivalents, installed to the satisfaction of the Engineer.	item	1,0		
9,2	Supply and install complete drainage pipework for sanitary and laboratory systems, including all traps, fittings, supports, and fixings, in accordance with Engineer's specifications and approval. Use PPR pipework for sanitary drainage (toilets, washrooms, and related areas) and chemical-resistant polypropylene (PP) or equivalent approved system for laboratory drainage. Connect all drainage systems to the septic or sewer network as directed.	Item	1,0		
Total for Bill No. 11 (to be carried forward to Summary)					
BILL No. 12 : RETAINING WALL AND LANDSCAPING					
9,1	Repair existing stone masonry retaining wall, including removal of loose or damaged stones, preparation of surfaces, and rebuilding/repointing to match original construction, as per section drawings. Include all necessary mortar, bedding, and compaction, with finishing in accordance with Engineer's specifications and approval	Item	1,0		

Item	Description	Unit	Quantity	Unit price in numbers	Unit price in words
9,2	Construct galvanized gabion wall around the landing bay for wave protection, including excavation, foundation preparation, supply and installation of galvanized gabion baskets filled with approved stone, tying wires, and all necessary materials, labour, and equipment, all in accordance with the Engineer's specifications and approval.	M	1		
9,3	Carry out landscaping, including grading, planting, and pathways around site, as directed.	item	1,0		
9,4	Construct and erect a covered loading bay/shaded area comprising a cable-supported shade structure, approximately 13 m long by 5 m wide, including all structural supports, anchorage, roofing material, fittings, and accessories, complete as per Engineer's specifications and approval.	Item	1,0		

Note that:

In case of discrepancy between the amount in figures and the amount in words, the latter will be taken into account.

3.5 Financial identification Form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ⁹	
IBAN/ACCOUNT NUMBER ¹⁰	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS Of BANK BRANCH		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

⁹ 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.

¹⁰ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

Performance bond model

Bank X

Address

Permanence Bond No. X

This performance bond is issued pursuant to the Law of 17 June 2016 on public procurement and certain works, supply and service contracts, and in accordance with the General Rules for Execution (GRE) of the Royal Decree of 14 January 2013 establishing the General Rules for Execution of public contracts and public works concessions.

Bank X, address (the "Bank")

hereby declares that it is providing a guarantee up to a maximum amount of X EURO in favor of the Belgian Agency for International Cooperation, Enabel, for the obligations of Bank X (name of the successful bidder), address under the contract:

"Title of the contract".

Consequently, the Bank undertakes, subject to the beneficiary's waiver, to pay, up to the maximum amount, any sum that "X (name of the successful bidder)" may owe to the Belgian International Cooperation Agency, Enabel, in the event that "X" defaults on the "Contract."

This performance bond is releaseable in accordance with the provisions of the Special Terms and Conditions BDI23002-10088 and Articles 25-33 of the General Terms and Conditions of Contract, and at the latest after final acceptance of the contract.

Any call on this guarantee must be sent by letter to Bank X, address indicated, mentioning reference BDI23002-10088.

Any payment made under this performance bond will automatically reduce the amount guaranteed by the Bank.

Done at X on X

Name:

Signature:

3.5.1 Subcontractors

Name and legal form	Address / Registered office	Regards

3.6 Selection file – Economic capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In one of the past three (3) financial years the tenderer must have achieved a total turnover of at least EUR 250,000.</p> <p>He shall include in his tender a statement on the total turnovers achieved during the past three financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).</p>	<ul style="list-style-type: none"> - Provide declarations of turnover for fiscal years 2022, 2023 and 2024 (and/or 2025 For bidders whose fiscal years end on December 31to) to the competent entity (dody state) in the bidder's country (OBR for Burundian bidder), OR - Certificates of economic capacity conforming to the Tender specification models
<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, provided the possibility of requiring joint liability has not been excluded as per procurement documents. • (OPTIONAL) The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group. <p>Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.</p>	<p>Provide the same documents like as asked to the bidder to justify economic and financial capacity of those entities.</p>

3.7 Selection file – Technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18 April 2017	
<p>The <u>tenderer shall dispose of staff that can perform the contract properly.</u></p> <p>See page 43 of these tender specifications</p> <p>The tenderer shall include in his tender an overview of staff that will be used for the performance of the contract. In this document the tenderer lists the staff members' degrees as well as their professional qualifications and experience.</p>	<p>For all applicants, the following documents must be included with the application:</p> <ul style="list-style-type: none"> - Certified or notarized copies of diplomas; - Updated, dated, and signed CVs of the applicants; - Certificates of service demonstrating the applicants' specific experience; - A statement of availability for the applicants
<p>The tenderer shall dispose of his enterprise's technical equipment and means of study and research and operate quality assurance measures.</p> <p>See page 44 of these tender specifications</p> <p>The tenderer attaches to his tender a description of the measures he will operate to ensure quality along with a description of the means of study and research.</p>	<p>The list of equipment assigned to the worksite must be accompanied by proof of:</p> <ul style="list-style-type: none"> - ownership (invoice or purchase agreement), or - lease agreement or certificate, - vehicle registration documents.
<p>The tenderer must show the following references of works executed over the past five (5) years (2021, 2022, 2023, 2024 et 2025):</p> <ul style="list-style-type: none"> • To have carried out at least three (3) similar contracts in kind, each worth €100,000 over the last 3 years. <p>The tenderer includes in his tender a <u>list with the main works that have been executed over the past five years including the amount and date as well as the public or private recipients.</u></p> <p>The works are backed by certificates drawn up or approved by the competent authority or, where the consignee was a private purchaser by certification of the private purchaser, or by default, by a simple statement of the building contractor.</p>	<ul style="list-style-type: none"> - The bidder must provide certificates of performance/services rendered or acceptance reports for similar contracts; - List of main similar contracts already executed over the last five years.
<p>An indication of the proportion of the contract which the building contractor intends possibly to subcontract.</p>	<p>The subcontractor must provide information on its economic and financial capacity and experience of the subcontractor, depending on the tranche to be subcontracted.</p>

3.8 Appendices for Qualitative Selection

3.8.1 Financial Capacity Certificate (Line of Credit)

_____ [Name and address of issuing bank and address of issuing bank]

Beneficiary: _____ [Name of Bidder]

We, the undersigned [Name and address of issuing bank and address of issuing bank], hereby certify that [Name and address of Bidder] holds account no. [Indicate account number] in our books and maintains a normal business relationship with us.

Furthermore, should [Name of Bidder] be awarded contract no. [Insert Contract Number] relating to [Insert Subject of Contract] for the benefit of [Insert Name of Contracting Authority], we, [Insert Name of Issuing Bank], unconditionally and irrevocably commit to providing them with financial support up to [Insert Amount in Words and Figures].

[Signature of the person whose name and title appear below and stamp]

Name: [Full name of signatory]

Title: [Legal capacity of signatory]

3.8.2 Certificate of Financial Capacity (Equity)

_____ [Name and address of issuing bank and address of issuing bank]

Beneficiary: _____ [Name of Bidder]

We, the undersigned [Name and address of issuing bank and address of issuing bank], hereby certify that [Name and address of Bidder] holds account no. [Indicate account number] in our books and maintains normal business relations with us.

Furthermore, we, [Indicate name of issuing bank], solemnly certify that, within the framework of contract no. [Indicate contract number] for the benefit of [Indicate name of contracting authority], [Name of Bidder] has equity in the above-mentioned account held in our books of an amount at least equal to [Indicate amount in words and figures].

[Signature of the person whose name and title appear below and seal]

Name: [full name of the signatory]

Title: [legal capacity of the signatory]

3.9 Documents to be submitted – exhaustive list

For qualitative selection:

- Provide declarations of turnover for fiscal years 2022, 2023 and 2024 (and/or 2025 For bidders whose fiscal years end on December 31st) to the competent entity (dody state) in the bidder's country (OBR for Burundian bidder), **OR**
- Certificates of economic capacity conforming to the Tender specification models,
- List of similar contracts already executed over the last five (5) years,
- Certificates of proper execution or Acceptance Report,
- An indication of the portion of the contract that the supplier may intend to subcontract.

- **Equipment**

- The list of equipment assigned to the worksite must be accompanied by proof of:
 - ✓ ownership (invoice or purchase agreement), or
 - ✓ lease agreement or certificate,
 - ✓ vehicle registration documents.

- **Aligned staff**

- Certified or notarized copies of diplomas;
- Updated, dated, and signed CVs of the applicants;
- Certificates of service demonstrating the applicants' specific experience;
- A statement of availability for the applicants

For administrative and technical regularity:

- Completed and signed bidder identification forms,
- Written confirmation authorizing the representative to submit the bidder's application,
- Bidder's declaration of integrity completed and signed,
- Sworn statement - grounds for exclusion completed and signed,
- Registration with the Contractors Registration Board in Zambia.

For award criteria:

- Tender form completed, signed and sealed,
- BOQ
- Unit price list
- Technical proposal:
 - ✓ Quality of the proposed technical methodology (work processes, techniques, strategy, etc.),
 - ✓ Quality of the proposed Project management:
 - *Work management (e.g. work plan, time schedule) – 5*

- *Quality management – 5*
- *Risk management – 5*
- *Non-disruptive plan – 5*

3.10 Annexes

3.10.1 Annex 1 – Art. 4 of the Royal Decree of 26 September 1991, determining certain executive measures of the Law of 20 March 1991 governing the approval of contractors of works

The works are categorised in accordance to their nature in categories and sub-categories which are designated by means of letters and indices given below as defined by the Minister.

A General dredging enterprises

A 1 Raising of boats and salvaging of wrecks

B General hydraulics enterprises

B 1 Clearing of waterways

C General roadworks enterprises

C 1 Common sewer works

C 2 Water distribution and pipe-laying

C 3 Non-electrical signalisation of connecting roads, all sorts of non-electrical security installations, fences and screens

C 5 Bituminous reinforcement and coating

C 6 Excavation for electrical power and telecommunication cables, without connection

C 7 Horizontal shaft drilling for cables and pipes

D General building enterprises

D 1 All structural and carcass work

D 4 Sound and thermal insulation, light partition walls, false ceilings and false floors, regardless whether prefabricated or not

D 5 General woodwork, wooden roofs and stairs

D 6 Marble works and stone cutting

D 7 Ironwork

D 8 Asphalt roof covering or equivalent and waterproofing works

D 10 Tiling

D 11 Ceiling works, plastering

D 12 Non-metallic and non-asphalt cover

D 13 Painting

D 14 Glazing works

D 15 Parqueting work

D 16 Sanitary installations and gas heating installations of individual heaters

D 17 Central heating, thermal installations

D 18 Ventilation, hot air heating, air conditioning

D 20 Metal works

D 21 Cleaning and renovating façades

- D 22 Metal roof coverage and zinc sheeting
- D 23 Restoration by craftspeople
- D 24 Monument restoration
- D 25 Floor and wall covering other than marble works, parqueting and tiling
- D 29 Floor screed and industrial floor covering
- E Civil engineering enterprises
 - E 1 Sewer collectors
 - E 2 Deep-post foundations, retaining walls, slurry walls
 - E 4 Horizontal drilling of constituent elements of engineering works
- F General metal construction enterprises
 - F 1 Assembly and dismantling work (exclusive of supply)
 - F 2 Construction of metal frameworks
 - F 3 Industrial painting
- G General earthworks enterprises
 - G 1 Drilling, cone penetration and injection work
 - G 2 Drainage work
 - G 3 Planting work
 - G 4 Special sport fields coverage
 - G 5 Demolition work
- H General railroad enterprises
 - H 1 Rail welding works
 - H 2 Overhead power line installation
- K General mechanic equipment enterprises
 - K 1 Equipment for engineering works or for industrial mechanics
 - K 2 Installation of handling and lifting machinery (cranes, rolling bridges...)
 - K 3 Oleomechanic equipment
- L General hydromechanical equipment installation enterprises
 - L 1 Installation of pipes
 - L 2 Equipment of pumping or turbine stations
- M General electronic equipment installation enterprises
 - M 1 Industrial or high-frequency electronic equipment including power supply stations
- N General in-building transportation installation enterprises
 - N 1 Elevators, freight elevators, escalators and moving walkways
 - N 2 Transportation through sheaths and tubes of objects, documents or goods (pneumatic, mechanical...)
- Electricity installations
 - P 1 Electric installations in buildings, including generators, fire and theft detection equipment, teletransmission in buildings and the surrounding, and the installation or equipment of mixed phone systems

P 2 Installation of electric and electromechanic engineering or industrial works and outside electric installation

P 3 Electricity installations of overhead electricity power lines

P 4 Electricity installations of harbour facilities

S General enterprises installing teletransmission and data management equipment

S 1 Public telephone and telegraphy equipment

S 2 Equipment for remote management, remote control and remote measurement

S 3 Radio and television broadcast equipment, radar and antenna installations

S 4 ICT and process management equipment

Special installations

T 2 Lightning conductors, reception antennas

T 3 Cooling equipment

T 4 Laundry and industrial kitchen equipment

T 6 Slaughterhouse equipment

U Waste processing installations

V Water treatment installations

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

3.10.2 << 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: Definitions

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

Article 2: Subject-matter of the Agreement

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

Article 3: Instructions of the contracting authority

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

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

Article 4: Assistance to the contracting authority

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

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

- (a) Nature of the personal data breach;
- (b) The categories of personal data;
- (c) The categories and approximate number of data subjects concerned;
- (d) The categories and approximate number of personal data records concerned;
- (e) The likely consequences of the personal data breach;
- (f) The measures taken or proposed to be taken by the 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.¹¹
- 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 subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.
- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GPDR and assures the rights of the data subject concerned.
- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.
- 7.5. Where the subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of that subsequent subcontractor's obligations.

¹¹ To be adapted in accordance with Tender Specifications.

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

Article 8: Rights of the data subject concerned

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

Article 9: Security measures

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.
- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

- 10.1. The contractor acknowledges that the contracting authority 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: [.....]

Name: [.....]

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor¹²

1. Processing activities carried out by the subcontractor

Subject matter of processing:

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

Duration of the processing:

Purpose of the processing:

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

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

¹² To be filled out by the contracting authority and the contractor.

- 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: ¹³	
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:	

¹³ Identify the person responsible of the project/department/other as appropriate

Annex 2: Security of processing¹⁴

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.¹⁵

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]

¹⁴ To be filled out by contractor

¹⁵ Consideration 81 of the GDPR