

Tender Specifications RWA20001-10109

**Public supply contract for the “Supply, Installation,
Commissioning and Testing of Equipment for the
Rwasave Fish Processing Unit in Huye District”
Negotiated Procedure without Prior Publication**

Country: Rwanda

Navision code: RWA2000111

KWIHAZA PROJECT

Table of contents

1.	General remarks	5
1.1.	Derogations from the General Implementing Rules	5
1.2.	Contracting authority.....	5
1.3.	Institutional Framework of Enabel	5
1.4.	Rules governing the public contract.....	6
1.5.	Definitions	6
1.6.	Confidentiality.....	8
1.6.1.	Processing of personal data.....	8
1.6.2.	Confidentiality.....	8
1.7.	Deontological obligations	8
1.8.	Applicable law and competent courts.....	9
2.	Subject-matter and scope of the public contract	10
2.1.	Type of contract	10
2.2.	Subject matter of procurement.....	10
2.3.	Lots	10
2.4.	Items.....	10
2.5.	Duration of the public contract	10
2.6.	Variants	10
2.7.	Option	10
2.8.	Quantity	10
3.	Procedure	11
3.1.	Award procedure	11
3.2.	Publication	11
3.3.	Information	11
3.4.	Tender	12
3.4.1.	Data to be included in the tender	12
3.4.2.	Period the tender is valid.....	12
3.4.3.	Determination of prices.....	12
3.4.4.	Elements included in the price	12
3.4.5.	How to submit tenders?	13
3.4.6.	Change or withdrawal of a tender that has already been submitted	14
3.4.7.	Opening of Tenders.....	15
3.5.	Selection of tenderers.....	15
3.5.1.	Exclusion grounds	15
3.5.2.	Selection criteria	15

3.5.3. Overview of the procedure.....	15
3.5.4. Award criteria	16
3.5.4.1. Final score	16
3.5.4.2. Awarding the public contract	16
3.6. Concluding the public contract.....	17
4. Special contractual provisions.....	18
4.1. Managing official (Art. 11)	18
4.2. Subcontractors (Art. 12 to 15)	18
4.3. Confidentiality (Art. 18)	19
4.4. Personal data protection	20
4.5. Intellectual property (Art. 19 to 23)	20
4.6. Performance bond (Art. 25 to 33)	21
4.7. Conformity of performance (Art. 34)	22
4.8. Changes to the public contract (Art. 37 to 38/19)	22
4.8.1. Replacement of the contractor (Art. 38/3)	22
4.8.2. Revision of prices (Art. 38/7)	23
4.8.3. Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12).....	23
4.8.4. Unforeseeable circumstances.....	23
4.9. Preliminary technical acceptance (Art. 42)	24
4.10. Performance modalities (Art. 115 et seq.)	24
4.10.1. Deadlines and terms (Art. 116).....	24
4.10.2. Quantities to be supplied (Art. 117).....	24
4.10.3. Place where the supplies must be delivered and formalities (Art. 149)	24
4.10.4. Packaging (Art. 119)	24
4.10.5. Inspection of the supplies delivered (Art. 120).....	24
4.10.6. Liability of the Supplier (Art. 122)	25
4.11. Zero tolerance Sexual exploitation and abuse.....	25
4.12. Means of action of the contracting authority (Art. 44–51 and 123–126)	25
4.12.1. Failure of performance (Art. 44).....	26
4.12.2. Fines for delay (Art. 46 and 123)	26
4.12.3. Measures as of right (Art. 47 and 124)	26
4.13. End of the public contract.....	27
4.13.1. Acceptance of the products delivered (Art. 64-65 and 128).....	27
4.13.2. Transfer of ownership (Art. 132)	27
4.13.3. Guarantee period (Art. 134)	27
4.13.4. Final acceptance (Art. 135)	27

4.13.5. Invoicing and payment of services (Art. 66 to 72 and 127)	28
4.14. Litigation (Art. 73)	28
5. Terms of reference.....	30
5.1. Background:	30
5.2. Objective of the Assignment	30
5.3. Selection criteria - Minimum Company requirements	31
5.4. Contract duration and delivery schedule	31
5.5. Place of Delivery	31
5.6. Contract Manager	32
5.7. Detailed technical specifications	32
6. Forms.....	41
6.1. Identification form	41
6.2. Financial identification	42
6.3. Tender form - Prices (please, do not change this format)	44
6.4. Declaration on honour – Exclusion grounds	46
6.5. Integrity statement for the tenderers	48
7. DOCUMENTS TO BE SUBMITTED IN THE PROPOSAL/OFFER	49

1. General remarks

1.1. Derogations from the General Implementing Rules

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

1.2. Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, a 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 the 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 the realisation of its objectives.

For this public procurement contract, Enabel is represented by Ms. Virginie HALLET, Country Director and Réal NIMPAGARITSE, Expert in Contracting and Administration, or any other person duly mandated under the mandate structure to represent the Contracting Authority towards third parties.

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 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour 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

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008

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

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;.

1.4. Rules governing the public contract

The following, among other things, apply to this public contract:

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

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

1.5. Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

The contracting authority: Enabel, represented by the Country Director of Enabel in Rwanda or any other person duly holding a mandate of representation, in accordance with the applicable Enabel's mandate structure;

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

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

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

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

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

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

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

Litigation: Court action;

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

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

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

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

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

1.6. Confidentiality

1.6.1. Processing of personal data

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

1.6.2. Confidentiality

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

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

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

1.7. Deontological obligations

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.

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.

In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could

be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the 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.

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

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

1.8. Applicable law and competent courts

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

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

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

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

2. Subject-matter and scope of the public contract

2.1. Type of contract

Public supplies contract.

2.2. Subject matter of procurement

This public supply contract pertains to the: “**Supply, Installation, Commissioning, and Testing of Equipment at the Rwasave Fish Processing Unit, Huye District**”, in accordance with the conditions set out in Tender Specifications.

2.3. Lots

The contract has one single lot, which is indivisible, as the supplies and related components are interdependent and must ensure compatibility, uniform technical and quality standards, and a single point of responsibility to guarantee efficiency, quality, and cost-effectiveness. A tender for part of a lot is inadmissible.

2.4. Items

This procurement contract consists of the items specified in **section 5 of the tender documents**.

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

2.5. Duration of the public contracts⁹

The contract shall commence on the date the supplier receives the award notification and shall remain in force until the end of the warranty period. The contract period is structured as follows:

- **Two (2) months** for the procurement, delivery, installation, and commissioning of the equipment, starting upon award notification letter.
- **An additional minimum Six (6) months**, immediately following the successful installation and commissioning of the equipment, during which the Supplier shall provide full testing, support, and warranty services.

2.6. Variants

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

2.7. Option

Options are not permitted.

2.8. Quantity

See details technical specifications in section 6.3.

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

3. Procedure

3.1. Award procedure

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

3.2. Publication

These tender specifications are posted on Enabel's website (www.enabel.be) up to **14 July 2026**. Such publication constitutes an invitation to tender.

3.3. Information

The awarding of this contract is coordinated by **Mr. Evariste SIBOMANA, Contract officer**. 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 from contacting the contracting authority in any other way with regard to this contract unless otherwise stipulated in these Tender Specifications.

A site visit is recommended shall be organized prior to the submission of tenders to allow tenderers to verify the site, the available space and the conditions under which the installation will take place (i.e. **UR Rwasave Fish Farm** – see art. 5.5 Place of Delivery).

Tenderers shall visit the site on any working day between **22 June 2026 and 30 June 2026**. They must contact the Managing Official Dr. Faridah BUKIRWA - Project manager - faridah.bukirwa@enabel.be and Mr. Fidele KAMPAYANA - fidele.kampayana@enabel.be, as soon as possible to arrange the date and time of their visit.

Until 10 days before the final date for receipt of tenders, tenderers may submit questions regarding these Tender Specifications and the public contract. Questions must be submitted in writing to:

Mr. Evariste SIBOMANA
Contract officer
evariste.sibomana@enabel.be
cc to:
Dr. Faridah BUKIRWA
Project manager
faridah.bukirwa@enabel.be
and
Réal NIMPAGARITSE
Expert Contracting and Administration
real.nimpagaritse@enabel.be

and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above not later than **5 calendar days before the final date for reception of tenders**.

Until the notification of the award decision, no information will be given about the evolution of the procedure.

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

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4. Tender

3.4.1. Data to be included in the tender

The tenderer must use the tender forms in the annexes (**see point 6 “forms”**). In case he does not use these forms, he is fully responsible for the perfect concordance between the documents he has used and the forms.

The tender and the annexes to the tender form are drawn up in **English**.

By submitting a tender, the tenderer automatically renounces his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

3.4.2. Period the tender is valid

The tenderers remain bound by their tender for a period of **120 calendar days** from the tender reception deadline date.

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

3.4.3. Determination of prices

All prices given in the tender price form (in section 6.3) must **be quoted in euros**.

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.

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

3.4.4. Elements included in the price

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

The following are in particular included in the prices:

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

All prices are **DDP (Delivery Duty Paid) (INCOTERMS 2020)**.

The supplier is therefore responsible and assumes responsibility for the entire process of delivering and final unloading of supplies to the final destination, mounting, connection and installation related works.

3.4.5. How to submit tenders?

The tenderer submits his tender as follows:

The bid will be drawn up in 3 copies, **one copy of which will mention “original” and the two other copies of which will mention “copy”**.

The identical soft copy MUST also be submitted in **one or more PDF files on a USB stick**. Without prejudice to any variants, each tenderer may only submit one bid per tender. The signed and dated original and “copies” will be sent in a sealed envelope mentioning: “**BID**”, the tender documents number (**RWA20001-10109**).

The bid must be received **before 14 July 2026 at 4:00 PM Kigali time**. It must be sent to:

Mr. Evariste SIBOMANA
Enabel Rwanda
KN 67 ST, n°10
SANLAM TOWERS,
Wing A, 6th Floor
Kigali, Rwanda.

It may be submitted:

- a) **Either by Post** (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time limit for receipt.

- b) **or delivered by hand** directly to the contracting authority against a stamped and dated receipt: In this case, the acknowledgement of receipt makes proof of compliance with the time limit for receipt.

Offices can be reached on working days during office hours: from 08:00 AM to 12:30 AM and from 01:30 PM to 05:00 PM. All times are in the time zone of the country of the Contracting Authority (Kigali time).

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late might not be accepted (Article 83 of the Royal Decree on Awarding).

Note:

- Each company is allowed to submit only one bid. This means that if a tenderer submits a bid as an individual institution, they cannot also submit a bid as part of a joint venture for the same tender. Should it occur, both bids shall be excluded from the tender.
- The tenderer is fully responsible for ensuring that their bid is submitted and delivered to the right address and location as mentioned above.

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

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

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

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

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

3.4.7. Opening of Tenders

The tenders must be in the possession of the contracting authority before **14 July 2026 at 4h00 pm Kigali Time**. The tenders will be opened behind closed doors.

3.5. Selection of tenderers

3.5.1. Exclusion grounds

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 Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.5.2. Selection criteria

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.

3.5.3. Overview of the procedure

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

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.

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

3.5.4. Award criteria

The contracting authority will choose the regular BAFO that it finds being most economically advantageous.

Criteria 1: Award on the basis of the price: 75%

The following formula will be used:

$$\text{Score bid A} = \frac{\text{Price of lowest bid} * 75}{\text{Price of bid A}}$$

Criteria 2: Quality and technical value of the supplies: 25%

With regards to the 'quality and the technical value' criterion, the best tender obtains the maximum of the points for the criterion, whereas the other tenders are graded in function of their relative distance from the best tender as follows:

- *Any bid with missing information on some of the required technical specifications will be considered as substantially irregular proposal;*
- *Any bid slightly deviating negatively from the minimum requirements will lose one point (deviation which cannot have negative impact on the usage of the equipment), a cumulation of more than 10 negative deviations will lead to substantial irregularity of the proposal;*
- *The bid complying with the minimum requirements will score at 15 out of 25%;*
- *The bid with the best technical proposal (distancing positively from the minimum requirements) will get 1 extra point to each best criterion, up to max 10 points.*

3.5.4.1. 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 of honour of this tenderer provided the check shows that the Declaration of honour corresponds with reality.

3.5.4.2. Awarding the public contract

The lots of the contract will be awarded to the tenderer(s) who have submitted the most economically advantageous tender for the lot.

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 decide not to award the contract or redo the procedure, if necessary, through another award procedure.

3.6. 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 tender 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.

4. Special contractual provisions

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

These Tender Specifications derogate from Articles 25 – 35 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

4.1. Managing official (Art. 11)

The managing official is <mailto:fidele.kampayana@enabel.be> Dr. Faridah BUKIRWA, Project Manager, e-mail: faridah.buikirwa@enabel.be. faridah.buikirwa@enabel.be

Once the public contract is concluded the managing official is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract will be addressed to him or her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

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

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

4.2. Subcontractors (Art. 12 to 15)

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

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

When the contractor uses a subcontractor to carry out specific processing activities on behalf

of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3. Confidentiality (Art. 18)

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

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

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

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

Therefore, he undertakes to:

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

4.4. Personal data protection

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by the contractor

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

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

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

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

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

4.5. Intellectual property (Art. 19 to 23)

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

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

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

Where the contracting authority does not acquire intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes

that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6. Performance bond (Art. 25 to 33)

The performance bond is set at 5% of the total value, excluding VAT, of 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 (**Bank guarantee¹⁰**).

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 contractor shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. 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 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.

This proof must be provided as applicable by submission to the contracting authority of:

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
- 2° a debit notice issued by the credit institution; or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

¹⁰ Guarantees issued by insurance companies or other non-banking institutions will not be accepted.

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.

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.

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

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

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

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

1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond

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

The performance bond shall be issued in favour of the Contracting Authority. However, in view of the nature of the project and its implementation context, the Contracting Authority

shall have the right, at any time during the execution of the contract or thereafter, to transfer or assign the benefit of the performance bond, in whole or in part, to the final beneficiary of the works.

In such case, the contractor undertakes to take all necessary measures, at no additional cost, to ensure that the performance bond remains valid, enforceable, and fully effective for the benefit of the final beneficiary, including, where required, the amendment or reissuance of the guarantee.

4.7. Conformity of performance (Art. 34)

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

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

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

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

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

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

4.8.2. Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

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

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

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

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

The contractor has a right to damages for suspensions ordered by the contracting authority when:

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

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

4.8.4. Unforeseeable circumstances

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

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

4.9. Preliminary technical acceptance (Art. 42)

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

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the contractor, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the contractor replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

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

4.10. Performance modalities (Art. 115 et seq.)

4.10.1. Deadlines and terms (Art. 116)

The contract shall commence on the date the supplier receives the award notification and shall remain in force until the end of the warranty period. The contract is structured as follows:

- **Two (2) months** for the procurement, delivery, installation, and commissioning of the equipment.
- **An additional Six (6) months**, immediately following the successful installation testing and commissioning of the equipment, during which the Supplier shall provide support, and warranty services.

4.10.2. Quantities to be supplied (Art. 117)

The public contract's minimum quantities are specified in section 6.3.

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

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

The supplies will be delivered at the address mentioned **in section 5.5 “Place of delivery”**.

4.10.4. Packaging (Art. 119)

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

4.10.5. Inspection of the supplies delivered (Art. 120)

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the

prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

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

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

Acceptance on the premises of the contracting authority counts as complete provisional acceptance

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

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

4.10.6. Liability of the Supplier (Art. 122)

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

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

4.11. Zero tolerance Sexual exploitation and abuse

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

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

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

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

the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

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

4.12.1. Failure of performance (Art. 44)

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

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

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

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

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

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.12.2. Fines for delay (Art. 46 and 123)

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

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

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

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects detected.

§2. The measures as of right are:

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

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

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

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

4.13. End of the public contract

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

The managing official will closely follow up on the delivery.

The products are stored for delivery in the supplier's warehouses. Delivery cannot occur prior to the contracting authority's accepting the goods stored for delivery. The managing official who will carry out acceptance is named in the contract award notification if his/her name has not yet been mentioned in the procurement documents.

Provisional acceptance

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

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

4.13.2. Transfer of ownership (Art. 132)

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

4.13.3. Guarantee period (Art. 134)

The warranty period commences on the date on which provisional acceptance is given. It lasts for a minimum of 6 months.

4.13.4. Final acceptance (Art. 135)

Final acceptance occurs upon the expiry of the warranty period. It is implicit when the delivery

has not led to any claims during said period.

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

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

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

Dr. Faridah BUKIRWA - faridah.bukirwa@enabel.be cc rwa.invoices@enabel.be

The invoice will mention:

- The name of the contract: **“RWA20001-10109: Supply, Installation, Commissioning, and Testing of Equipment at the Rwasave Fish Processing Unit, Huye District”**
- The name of the contract manager: **“Dr. Faridah Bukirwa”**.

Only the delivery that has been performed correctly may be invoiced.

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

The amount owed to the supplier must be paid within thirty (30) days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

No advance payment shall be granted to the supplier.

Payment shall be made in instalments, as follows:

- **60% upon delivery of all the equipment and provisional acceptance by the Contracting Authority;**
- **30% upon successful installation and commissioning; subject to formal approval by the Contracting Authority;**
- **10% upon testing approval and final acceptance by the Contracting Authority.**

4.14. 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 agency for international cooperation- Enabel
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms. Laura Jacobs
rue Haute 147
1000 Brussels
Belgium

5. Terms of reference

5.1. Background:

This tender is organized by Enabel in Rwanda in the framework of the Kwihaza project. Enabel in Rwanda acts pursuant to the mandate granted by the European Union to implement the Kwihaza project. All activities and commitments by Enabel in Rwanda set out in this document are undertaken under that mandate.

Kwihaza is a 5-year project funded by the European Union and the Grand Duchy of Luxembourg through LuxDev, the Luxembourg Development Cooperation Agency. The Intervention started in January 2023 and will go on till December 2027, targeting the development of the fisheries, aquaculture, and horticulture sectors in Rwanda. The overall objective of the project is: “To contribute to the transition towards socially and environmentally inclusive food systems with the development of the value chains in the aquaculture, fishery, and horticultural sectors.” Specifically, the project will contribute towards increase in sustainable production, per capita consumption, quality and safety and income generated from fish and selected horticulture products. Rwanda's agricultural sector is crucial for its economic development, with fish farming offering significant potential for income generation and food security. However, the sector faces challenges, including a shortage of skilled fish farmers and limited access to modern aquaculture techniques and markets.

Within the framework of the Kwihaza intervention, incorporating value addition into the fish value chain is essential for transforming the food system. It boosts incomes for fish farmers and traders, creates rural employment (especially for youth and women), and helps reduce post-harvest losses, which are a major issue due to limited technical skill, lack of know-how for fish handling and limited cold chain infrastructure. By fish processing, value addition and products development, Rwanda can improve food safety, enhance nutrition, and ensure year-round availability of fish. Value addition also supports market access, including regional trade, by meeting quality and safety standards. Additionally, it promotes environmental sustainability by minimizing waste and using by-products. Overall, value addition strengthens the resilience, inclusivity, and economic potential of Rwanda's fish sector and broader food system.

5.2. Objective of the Assignment

General objective:

To supply, install, commission, and test modern equipment, tools and materials essential for fish postharvest handling, processing, and value addition.

Specific objectives:

The facilities installed will serve as demonstration and training centers to disseminate knowledge and hands-on skills in fish post-harvest handling, processing and value addition technologies. The main goal is to ensure the preservation and supply of high-quality fish and products for consumers countrywide and across the region.

5.3. Selection criteria - Minimum Company requirements

The following minimum requirements will be evaluated at the selection stages.

- a. **Legally registered** companies proven by a valid registration certificate;
- b. Bidders shall provide evidence that they have successfully completed **at least one similar assignment related to the supply/delivery of equipment**. Such evidence may include, but is not limited to, completion certificates, contracts, purchase orders, invoices, delivery notes, client references, acceptance reports, or any other relevant document issued or approved by the client demonstrating the bidder's relevant experience and considered acceptable by the Contracting Authority.
- c. In the past three financial years, the tenderer must have **achieved a cumulative turnover of at least EUR 120,000.00**. The tenderer shall include in its offer evidence demonstrating this requirement.

Such evidence may include, but is not limited to financial statements, bank statements, confirmation from an auditor/accountant, tax declarations, or any other relevant document demonstrating the tenderer's turnover and considered acceptable by the Contracting Authority.

The contracting authority, at its own discretion and means, may decide to contact the contacts mentioned in the references/certificates of good completions to which these supplies were delivered to verify the quality of both supply and service delivered.

The bids that don't meet the minimum requirements specified above will not pass the selection stage.

5.4. Contract duration and delivery schedule

The contract shall commence on the date the supplier receives the award notification and shall remain in force until the end of the warranty period. The contract period is structured as follows:

- **Two (2) months** for the procurement, delivery, installation, and commissioning of the equipment.
- **An additional Six (6) months**, immediately following the successful installation and commissioning of the equipment, during which the Supplier shall remain responsible for repairing any defect and/or replacing any equipment which is not functioning properly.

5.5. Place of Delivery

The products and goods will be delivered and installed at the location indicated below:

No	Location	Address	Contact persons
1	UR Rwasave Fish Farm Southern Province - Huye District	Rwasave swamp, approximately 3 km from UR-Huye campus, between Huye and Gisagara Districts	Dr. RUKERATABARO Simon Tel: +250 788 450 031 Mr. Rashidi Mwimba Tel: +250 783 182 724

5.6. Contract Manager – Managing official

This contract will be managed by Dr. Faridah Bukirwa, the Project manager for Kwihaza Project, who approves all deliveries on behalf of Enabel. The contract manager will coordinate with the UR-RWASAVE FFRS representatives during delivery and acceptance of the deliveries.

5.7. Detailed technical specifications

General description

The product must be new, modern in every detail and produced in series. The unit should be manufactured in accordance with state-of-the-art technology, based on the raw materials of the best quality.

The product should be free from any defects in workmanship or design defects which might affect appearance, performance, strength and durability. The product must be safe and reliable while in operations and meet relevant legislation and applicable standards in Rwanda.

The bidders are requested to complete the template on the next pages:

- **Columns 1-2 are completed by the Contracting Authority** showing the required specifications (not to be modified by the Bidder),
- **Column 3 is to be filled in by the Bidder** and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- **Column 4 allows the Bidder to make comments** on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate **(highlight, mark)** the models offered, so that the evaluators can see the exact configuration.

Offers that do not permit to identify the models and the detailed specifications with precision, might be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

BIDDER'S RESPONSE TO THE REQUIRED TECHNICAL SPECIFICATIONS (COLUMN 3 -4)

(all bidders are required to use this table for their technical proposal)

No.	1. Item	2. Technical Description	3. Proposed technical specifications from the bidder	4. Notes, remarks, ref to documentation
1	Hand washing sink	Automatic Industrial Hand Washer Sink (Sensor-operated); comprised of min. 1 water tap, 1 hand dryer and 1 hand sanitizer for disinfection.		
		Approx. dimensions: 0.50 m Length x 0.40 m Width x 0.75m Height		
		Material: food-grade stainless steel, minimum 16-gauge / approx. 1.5 mm thickness, or equivalent corrosion-resistant, hygienic material suitable for industrial use.		
2	Fish handling table	Movable stainless-steel work table comprised of stainless steel min. 2 half shelves or equivalent corrosion-resistant, hygienic material suitable for industrial use.		
		Approx. dimensions: 1.50 m Length x 0.80m Width x 0.80 m Height		
		Material: food-grade stainless steel, preferably AISI 304 or equivalent, minimum 16-gauge / approx. 1.5 mm thickness, or equivalent corrosion-resistant hygienic material suitable for fish handling.		
3	Fish cleaning table	Movable stainless-steel fish cleaning table, comprised of 2 bowl sinks suitable for hygienic fish cleaning and food-processing environments.		
		Approx. dimensions: 1.50 m Length x 0.80 m Width x 0.80 m Height		

		Material: approx. 16-gauge (or 1.5mm), 304 food-grade stainless-steel, strong corrosion resistance, and food safe material		
4	Fish filleting table	Movable flat or plain worktable, comprised of 2 half shelves.		
		Approx. dimensions: 1.50 m Length x 0.80 m Width x 0.80 m Height		
		Material: food-grade stainless steel, preferably AISI 304 or equivalent, minimum 16-gauge / approx. 1.5 mm thickness, or equivalent corrosion-resistant hygienic material suitable for fish handling.		
5	Toolkit for fish filleting	<p>Fish filleting toolkit suitable for hygienic fish preparation in a food-processing environment.</p> <p>A set package comprised of approx. 18cm-23cm (7 inch & 9 inch) Flex Fillet Knives for filleting, carryable knife sharpener, flat fish bone tweezer and slant fish bone tweezer with non-slip handles.</p>		
		Blade edge: Curved, Blade material: stainless steel or high-carbon stainless steel, food-safe, corrosion-resistant, and suitable for fish filleting.		
		Two (2) fish scalers, Anti-cutting gloves, Fishing braid line scissors, Fish dressing scissors, non-slip filleting pad and stainless odor remover.		

6	Deep freezer	<p>Horizontal double glass (2) doors Deep Freezer of min. 500L capacity, Freezing Temperature range to at least -35°C suitable for frozen fish storage.</p> <p>Equipped with temperature control and display. Interior materials must be easy to clean and suitable for food storage. Energy-efficient and suitable for continuous use in a food-processing or retail environment. Power supply compatible with local electrical standards.</p>		
7	Hot air food drying oven	<p><i>Exterior:</i> Stainless steel (for durability and corrosion resistance) or equivalent durable corrosion-resistant material.</p>		
		<p><i>Interior:</i> Food-grade stainless steel or equivalent corrosion-resistant, hygienic material suitable for industrial use.</p>		
		<p><i>Insulation:</i> Double-layer walls with thermal insulation to minimize heat loss</p>		
		<p>Trays and Racks: Adjustable food-grade stainless steel mesh/screens for good airflow</p>		
		<p>Fans: High-efficiency axial or centrifugal fans for uniform air circulation.</p>		
		<p>Size and Capacity: Small-scale: Min. 10 kg per batch.</p>		
		<p>Control panel: Temperature control and display. Timer settings. Alarm for temperature deviations or end of drying process. Automation: PLC (Programmable Logic Controller) for precise drying programs.</p>		
		<p>Heating Source: Electric heaters - Power supply compatible with local electrical standards.</p>		

		Standards compliance: Food-grade certification (e.g., FDA, CE, ISO standards or equivalent).		
8	Fish meat mincer and mixer machine	High Quality 304 Stainless Steel machine body or equivalent durable corrosion-resistant material., barrel, feed screw, lock ring and mixing paddle.		
		Removable Stainless Steel (for durability and corrosion resistance) or equivalent durable corrosion-resistant material. Mixing Paddle enables thorough cleaning and sanitization.		
		Fully Seam Welded Bowl - Welded both inside and outside.		
		Smooth Corners and Surface for easy cleaning.		
		Mince motor of approx. 1KW suitable for proposed capacity.		
		Mix motor of approx. 0.75KW suitable for proposed capacity.		
		Production capacity of min. 200 kg		
		24V AC control circuit compatible with local electrical standards.		
		Full overload protection for motors		
9	Sausage filler (stuffer)	Material and size: Min. 15L Stainless steel sausage filler, stuffer and maker with 4 tubes of different dimensions 10cm, 15cm, 20cm and 30cm.		
		Vertical Manual machine		
10	PAH-SAFE Smoking Kiln	Polycyclic Aromatic Hydrocarbons (PAH) safe smoking kiln		

		Comprised by major parts: Smoke generation unit, smoke delivery pipe, smoke filtration unit, heat generation unit (charcoal or briquette trays), dehydration chamber, fish holding trays in food grade material and Chimney (exhaust unit),		
		Capacity: Minimum 50kg and Maximum 100Kg of fish per batch.		
		Materials: o Body: Heavy-duty 304 stainless steel - (for durability and corrosion resistance) or equivalent durable corrosion-resistant material. o Rollers or racks: Stainless steel with non-stick surface.		
11	Manual burger Press	Material: Made of durable materials such as stainless steel material - or equivalent durable corrosion-resistant material.		
		Handle: Made of plastic, wood, or metal, with an ergonomic design for comfortable use or equivalent durable material.		
		Non-stick coating and surface to prevent the patties from sticking.		
		Capacity Adjustable patty thickness, approximately between 0.5cm to 3cm minimum, or equivalent practical range.		
		Features: • Base plate: A flat or slightly grooved surface where the patty is shaped. • Removable plate or disk: Makes it easier to remove the patty after pressing.		
12	Fish powder grinder	Capacity: min. 100 kg/hour of processing capacity: with motor power of approx. 0.5 to 3 kW compatible with local electrical standards.		

		Material: Food-grade stainless steel for parts in contact with fish to ensure hygiene and corrosion resistance. Stainless steel cutting blades or plates and adjustable blades spacing for coarse or fine grinding from 0.5 mm to 1 mm.		
		Size: Compact design, suitable for small workspaces. Approx. size: 150 cm*80 cm*50 cm		
13	Fish product display	Purpose: For hygienic chilled display of fresh or processed fish products for retail or demonstration use.		
		High-Quality Materials & Insulation: The upgraded display case uses thickened tempered glass and aluminum spacer bars, along with EPS insulation material. When the cabinet doors are closed, it achieves complete airtight insulation, enhancing insulation efficiency while saving energy.		
		Glass display case equipped with bright LED light strips and high-transparency tempered glass, providing clear and bright illumination for displayed products.		
		Turbo fan cooling system, capable of rapidly cooling down to the set temperature between 2-6 °C		
14	Weighing digital scale for kitchen	Industrial scale weighing and measuring up to 40kg. Weighing division 5 grams. Built in rechargeable battery. Manual and power cable included. Easy to move around. Size: approx. 7kg gross weight.		
15	Food grade vacuum bags	Food grade vacuum packaging bags for processed fish. Material: PA/PE or equivalent. Type: Flat Bag. Thickness: approx. 95Microns suitable for fish product packaging. must be suitable for food contact and vacuum sealing.		
		Capacity: 20boxes of 250 grams of capacity		

		20boxes of 500 grams of capacity 10boxes of 1kg of capacity		
16	Vacuum Sealing Machine	Stand Type: Single Chamber Vacuum Packing Machine. Semi-automatic system with adjustable sealing and vacuum time, stainless steel materials. Compatible with different plastic bags: PE, PP, or equivalent, laminated materials or equivalent		
		Sealing size: approx. 700-900mm		
		Voltage: approx. 220V/50HZ - compatible with local electrical standards		
		Dimension approx. 600x340x430mm		
		Capacity: min. 10 bags/minute		
17	PPE (Personal Protective Equipment) necessary for food processing plant	The necessary PPE or equivalent required for personnel / workers and visitors in fish processing plant, comprised by foot protection (5 pieces Crocs White shoes and 25 pieces of white Gumboots) (Sizes: 5 Small, 10Medium, 15Large), Body protection (50 pieces White Nylon chest cover, apron)- , 50 pieces of White coats (Sizes: 5 Small; 15Medium and 20Large; 10Extra Large), 50 boxes disposable hair covers, 50 pieces white tailored head covers; 50 boxes mouth-covers (or masks); 50 boxes of blue disposable gloves		
	Delivery, installation and commissioning timeline and conditions	The Supplier shall deliver, install, and commission the equipment within a maximum period of 60 days (Two months) , commencing on the date of issuance of the Award Notification Letter . The bidder shall submit his/her own implementation plan based on the core milestones or phases below: 1. Procurement and delivery of all materials		

		2. Installation and commissioning of all materials 3. Testing the functionalities of all installed materials 4. Warrantee period and offering after installation services A mandatory site visit is organized prior to submission of bids to verify the site, space for where the installation will happen.		
	Warranty period	Minimum warranty of six (6) months , commencing on the date of provisional acceptance of the installed and commissioned equipment.		
		<i>Where feasible, the bidders are requested to propose a longer warranty period without impacting the quality/cost of the services to be performed.</i>		

- The technical offer is required for verification of compliance with the minimum technical specifications. It will not be scored and is not part of the award criteria. However, failure to demonstrate compliance will lead to the offer being considered irregular.
- The tenderers are requested to bid for all the items listed above.
- Any documentation provided should clearly highlight or mark the offered models and the included specifications (if any, so the evaluators can easily identify the exact configuration, offers that do not clearly specify the models and their specifications may be rejected by the evaluation committee)
- The offer must be clear enough to allow evaluators to easily compare the requested specifications with the offered specifications.
- The supplies must be new, guaranteed to be of origin, and free of any flaws or defects that could affect their appearance or proper functioning.

6. Forms

6.1. Identification form

OFFICIAL NAME¹¹				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION	FOR PROFIT			
TYPE	NON-FOR-PROFIT	NGO¹²	YES	NO
MAIN REGISTRATION NUMBER¹³				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN REGISTRATION				
	CITY	COUNTRY		
DATE OF MAIN REGISTRATION				
	DD	MM	YYYY	
VAT number				
ADDRESS OF HEAD OFFICE				
POSTCODE	P.O. BOX	CITY		
COUNTRY	PHONE			
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

¹¹ National denomination and its translation in EN or FR if existing.

¹² NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

¹³ Registration number in the national register of companies. See table with corresponding denomination by country.

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

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

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

6.3. Tender form - Prices (please, do not change this format)

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

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

#	Item	Unit	Qty	Unit Price DDP & VAT Exclusive (Euro)	Total Price
1	Hand washing sink	Piece	3		
2	Fish handling table	Piece	2		
3.	Fish cleaning table	Piece	2		
4	Fish filleting table	Piece	2		
5	Tool kit for fish filleting	Set	2		
6	Deep freezer	Piece	2		
7	Hot air food drying oven	Piece	1		
8	Fish meat mincer and mixer machine	Piece	1		
9	Sausage filler (Stuffer)	Piece	1		
10	PAH-SAFE Smoking kiln	Piece	1		
11	Manual burger pPress	Piece	1		
12	Fish powder grinder	Piece	1		
13	Fish product display	Piece	1		
14	Weighing Digital Scale for Kitchen	Piece	2		
15	Food Grade Vacuum Bags	Boxes	50		
16	Vacuum Sealing Machine	Piece	1		
17	PPE (Personal Protective Equipment) necessary for food processing factory:				
	• White gumboots	Piece	30		
	• Apron	Piece	50		
	• White coats	Piece	50		

	• Hair-nets	Boxes	50		
	• White Tailored head covers	Piece	50		
	• Mouth covers (Masks)	Boxes	50		
	• Blue gloves	Boxes	50		
GRAND TOTAL (DDP, VAT exclusive)					
Amount of VAT of 18% to be identified					
GRAND TOTAL (DDP, VAT and other applicable taxes inclusive)					

Note:

- The use of this form to quote is mandatory.
- Prices related to imported items shall be quoted on a DDP basis to the final place of delivery, zero-rated for VAT and exempted from import duties, 5% withholding tax, and applicable levies, subject to the relevant exemption certificates/documents being provided by the Contracting Authority.
- All other costs up to final delivery shall be borne by the Supplier and included in the quoted price. No additional costs shall be payable by the Contracting Authority, except where such exemption certificates/documents cannot be provided.

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

Certified true and sincere,

Name:

Date:

Signature:

6.4. Declaration on honour – Exclusion grounds

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

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

The following are considered serious professional misconduct, among others:

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

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

5. when a conflict of interest within the meaning of Article 6 of the Law cannot be remedied by other, less intrusive measures;
6. when significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction; Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.
7. Restrictive measures have been taken vis-à-vis the contractor with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and the proliferation of weapons of mass destruction.

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

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

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

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

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

Pour la Belgique :

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

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

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

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

b. Enabel already has said documents.

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

Date

Location

Signature

6.5. Integrity statement for the tenderers

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

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

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

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

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

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

.....

Place, date

7. DOCUMENTS TO BE SUBMITTED IN THE PROPOSAL/OFFER ¹⁴

1. LEGAL IDENTIFICATION FORMS – ART. 6.1
2. FINANCIAL IDENTIFICATION FORM – ART. 6.2
3. COMPANY PROFILE WITH REQUIRED DOCUMENTS –5.3
 - Valid registration certification
 - Technical experience (min. 1 similar assignment)

Description of the main similar services performed	Delivery places	Amount involved	Relevant dates	Name of the Client

- Financial capacity – Turnover

	Year 3	Year 2	Year 1
Turnover			

4. TECHNICAL OFFER – ART. 5.7
5. TENDER FORM -PRICES – ART. 6.3
6. DECLARATION ON HONOUR – EXCLUSION CRITERIA – ART. 6.4
7. INTEGRITY STATEMENT FOR THE TENDERER – ART. 6.5
8. POWER OF ATTORNEY

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

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

9. CRIMINAL RECORD CERTIFICATE FOR THE PERSON MANDATED TO COMMIT FOR THE FIRM
10. CERTIFICATION OF CLEARANCE WITH REGARDS TO THE PAYMENTS OF SOCIAL SECURITY CONTRIBUTIONS

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

11. TAX CLEARANCE CERTIFICATE

¹⁴ NB: Please make sure to respect the conditions mentioned in art. 3.4.5 – “How to submit tenders”

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