



TENDER SPECIFICATIONS

Public work contract for “**Public works contract for construction of the Nsumbu environmental and climate monitoring centre**”

Reference No: **BDI25003-10005**

Country: **Zambia**

Direct Negotiated Procedure with Prior Publication

Deadline for requesting clarifications: Until the **tenth day** before the deadline for submission of tenders

An information session is organized: **Yes**, for details see clause 5 of chapter 3 Award Procedure

Site visit is organized: **Yes**, for details see clause 4 of chapter 3 Award Procedure

Deadline for submission of tenders: **3 August 2026 at 16:00 (EAT)/15:00 CAT)**

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, 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), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Tanzania, is represented by:

Name	Position
Koenraad Goekint	Country Director
Othman Boufaied	Contract Manager

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 1. The Law of 17 June 2016 on public procurement;
 2. The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 3. The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 4. The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 5. Circulars of the Prime Minister with regards to public procurement;
 6. Enabel's policy regarding sexual exploitation and abuse – June 2019;
 7. Enabel's policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;
Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a works contract for the Construction of the Nsumbu Environmental and Climate Monitoring Centre.
- 1.2. Description of the works: The scope of this contract comprises the construction and rehabilitation work of the Nsumbu Environmental and Climate Monitoring Centre in Nsumbu, Northern Province, Zambia.

2. LOTS

- 2.1. This public contract is not divided into lots.

3. ITEMS

This public contract consists of the items listed in the attached BOQ.

These items are grouped together to 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.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and is valid until final acceptance of the works. The required performance period for the execution of the works is indicated in Clause 20 of Chapter 4 (Special Contractual Provisions).

5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °2 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

- 2.1. The following official platform:
 - (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- 2.2. The following platforms:
 1. Website of Enabel (www.enabel.be);
 2. Website of the OECD (Organisation for Economic Co-operation and Development);

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Alern Mgeni

Procurement Officer

alern.mgeni@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (alern.mgeni@enabel.be), and will be answered in the order received.

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

3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the seventh day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

4. SITE VISIT

- 4.1. The Contracting Authority shall organize compulsory site visits that will be organized on **17 and 18 July 2026 at 10:00am CAT** at the Department of Fisheries, Ministry of Fisheries & Livestock, P. O Box 6 Nsama-Nsumbu Harbour Road Nsumbu, Nsama District, Northern Province, Zambia.
- 4.2. Interested tenderers must confirm their attendance by emailing alern.mgeni@enabel.be and copying brightson.ruthahiwa@enabel.be before the relevant site visit date.

A site visit certificate shall be issued as evidence of attendance and shall be submitted with the tender. Tenderers who fail to submit the site visit certificate shall be considered ineligible for the tender.

5. INFORMATION SESSION

An information session to clarify the tender requirements and conditions for submitting a compliant offer will be held online via Microsoft Teams on **13 July 2026 at 10:00 am- 12:00 pm (CAT)**.

Interested tenderers **MUST** send a request to participate in the meeting to the following email address: alern.mgeni@enabel.be and procurement.tza@enabel.be by 10th July 2026 at 12:00pm CAT. A participation link will be shared with registered participants in due course.

Participation in the information session is optional.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

6. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

7. DATA TO BE INCLUDED IN THE TENDER

- 7.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 7.2. The tender and all annexes to the tender form must be drawn up in: English.
- 7.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 7.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 7.5. The tenderer must use the tender forms provided in the annex:
 1. Identification form (clause 1 of chapter 8 Forms);

2. List of subcontractors (clause 2 of chapter 8 Forms);
3. Tender form - Prices (clause 3 of chapter 8 Forms)
4. Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

- 7.6. The tenderer also attaches the following to his tender:
1. All documents demanded for the application of qualitative selection (see clause 15 and 6 Selection file) and award criteria (see clause 17);
 2. A site visit certificate, signed by an authorised representative of Enabel (see clause 4) ;
 3. A duly completed, signed Bill of Quantities (BoQ) submitted both in signed PDF and editable Excel format
 4. The statutes and any other document required to establish the power of attorney of the signer(s).
- 7.7. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 15 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

8. TENDER CURRENCY

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

9. DETERMINATION OF PRICES

- 9.1. This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 9.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, 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.

10. ELEMENTS INCLUDED IN THE PRICE

- 10.1. The tenderer is to include in his unit prices any charges and taxes generally applied to the works, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.
As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**.
- 10.2. The unit prices for this public contract must encompass any costs, measures, and charges related to the performance of this public contract, including but not limited to:
 1. Acceptance costs;
 2. Any additional works which, by their nature, depend on or are associated with those described in the procurement documents.
- 10.3. All such costs, measures, and obligations are included in the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

11. SUBMISSION OF TENDERS

- 11.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 11.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement, and this because, due to the specialised nature of the public contract, the use of electronic means of communication requires specialised tools, resources or file formats not generally available or where the tools, resources or file formats required are not supported by generally available applications.*
- 11.3. *The specific reasons for requiring the use of paper tenders are: Pursuant to Article 14, §2, points 1°, 2° and 3° of the Law of 17 June 2016 on public procurement, the submission and receipt of tenders must be carried out by postal delivery or any other appropriate courier service. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Zambia. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.*
- 11.4. The tenderer submits their tender as follows:
- One original copy of the completed tender shall be submitted on paper.
- The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files on a USB stick.
- The submission is to be made in a properly sealed envelope, bearing the following information:
- Tender: **BDI25003-10005 - Public works contract for construction of the Nsumbu environmental and climate monitoring centre**
To the attention of: **Alern Mgeni, Procurement Officer.**
- 11.5. **The tender must be submitted before 3 August 2026, at 16:00 (EAT)/ 15:00 (CAT)**, in one of the following ways:
1. By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:
**Belgian agency for international cooperation
14/15 Masaki, Haile Selassie Road Oasis Office Park, 4th Floor
P.O Box 23209,
Dar es Salaam, Tanzania.**
 2. Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 11.5 (a).
- 11.6. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 11. A tender submitted by email will be discarded.**

12. TENDER SIGNATURE

- 12.1. **The tender and all accompanying documents must be signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.

- 12.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.

13. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 13.1. Tenders must be in the possession of the contracting authority before **3 August 2026 at 16:00 (EAT)/ 15:00 (CAT)**.
- 13.2. The tender opening session will take place behind closed doors at the address given under clause 11 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

14. EXCLUSION GROUNDS

- 14.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).
- 14.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 14.3. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 14.4. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 14.5. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 14.6. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 14.7. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

15. QUALITATIVE SELECTION

- 15.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 15.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 17 subject to the regularity of these tenders.
- 15.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 1. other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 15.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 15.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

16. OVERVIEW OF THE PROCEDURE

- 16.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 16.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 16.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 17). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 16.4. Then, the negotiation phase follows. In 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 award criteria and the minimum requirements are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 16.5. 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 BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 17) will be designated the successful contractor for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

17. AWARD CRITERIA

- 17.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

- **Qualitative award criteria: 40%**

The tenderer is required to submit a technical offer subject to evaluation according to the following sub-criteria:

Table 1: Qualitative Award Criteria 40%

S/No	Qualitative Award Criteria	Sub-Criteria	Max. Points
1	Quality of proposed technical methodology		20
1.1		Construction methodology and sequencing	10
1.2		Appropriateness of techniques, materials handling, and execution strategy	5
1.3		Understanding of project context and site conditions	5
2	Quality of proposed project management approach		20
2.1		Quality and realism of the work plan and implementation schedule	5
2.2		Quality assurance and quality control (QA/QC), including inspection, testing, and compliance procedures	5
2.3		Identification of project risks and effectiveness of mitigation measures	5
2.4		Measures to minimize disruption to site operations and the surrounding environment, including dust, noise, health & safety, and environmental protection	5

Only tenderer with scores of at least 25 points out of 40 points qualify for the financial evaluation.

➤ **Price: 60%**

Each tender should quote a fixed unit price (not a percentage). The bid offering the lowest evaluated price will receive the maximum score of 60 points.

Scoring Formula: $\text{Bid X} = (\text{Lowest Price} / \text{Bid X Price}) \times 60$

All other offers will be scored proportionally using this formula

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

18. AWARDING THE PUBLIC CONTRACT

18.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

18.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

19. CONCLUDING THE CONTRACT

19.1. The contract is formed upon notification to the successful tenderer of the approval of their tender.

19.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

19.3. The full public contract consists of the following documents:

1. These tender specifications and their annexes;
2. The approved BAFO and all of its annexes;
3. The registered letter notifying the award decision;
4. Any later documents accepted and signed by both parties, as appropriate.

19.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Didier Cadelli, Project Manager**, email: didier.cadelli@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the Contractor. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving works, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

- 5.1. Contractors who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 5.2. Contractors who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the contractor, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. 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 the 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.

6.2. Processing of personal data by the contractor

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

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

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

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

8. INSURANCE (ART. 24)

- 8.1. The contractor shall take out insurance policies covering liability for occupational accidents and third-party liability arising from the performance of this public contract. The contractor shall also obtain any other insurance policies required by the procurement documents.
- 8.2. Within **thirty days** from the conclusion of the contract, the contractor must provide evidence of these insurance policies by submitting a certificate that specifies the extent of the liability coverage required by the procurement documents.
- 8.3. At any time during the performance of this public contract, the contracting authority may request updated proof of insurance. The contractor must provide a certificate of insurance within fifteen days of receiving such a request from the contracting authority.

9. PERFORMANCE BOND (ART. 25 TO 33)

9.1. Scope and amount (Art. 25)

The performance bond is a requirement for this public contract and is set at **5%** of the total estimated value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

9.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the works. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

9.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

The period 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.

9.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

1. Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
2. Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;

3. Joint surety: By the 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 similar public institution;
4. Guarantee: Provide the deed of undertaking of the credit institution or the insurance company. The Contracting Authority reserves the right, at its sole discretion, to reject guarantees issued by insurance companies and to require that any guarantee be issued by a bank or other financial institution deemed acceptable to the Contracting Authority.

9.5. Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

1. A deposit receipt from the Deposit and Consignment Office or a similar public institution;
2. A debit notice from the credit institution or insurance company;
3. An deposit certificate issued by the State Cashier or a similar public institution;
4. The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
5. The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name 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 'mandatory', as appropriate.

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

9.6. Release of bond

If the contracting authority confirms acceptance of the works, the bond shall be released, even if the contractor has made no such request. One half will be released after provisional acceptance of the entire contract, the other half after final acceptance, in both cases after deduction of any sums owed by the contractor to the contracting authority.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

10. CONFORMITY OF PERFORMANCE (ART. 34)

The works must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

11. PLANS, DOCUMENTS AND OBJECTS PREPARED BY THE CONTRACTING AUTHORITY (ART. 35)

- 11.1. At the request of the contractor, the contracting authority shall provide, free of charge and, where possible, in digital form, a complete set of plans that served as the basis for awarding the

contract. The contracting authority is responsible for ensuring that these copies conform to the original plans.

- 11.2. The contractor must retain all documents and correspondence related to the award and performance of the contract and make them available to the contracting authority until the final acceptance of the contract.

12. DETAILED PLANS AND WORK PLANS PREPARED BY THE CONTRACTOR (ART. 36)

- 12.1. The contractor must prepare, at their own expense, all detailed plans and work plans required for the successful performance of the contract.

- 12.2. The procurement documents specify which plans require approval by the contracting authority. The contracting authority has 30 days to approve or reject the plans, starting from the date of their submission.

Any corrected documents must be resubmitted for approval, with the contracting authority having 15 days to review them, provided the corrections do not result from new demands made by the contracting authority.

- 12.3. This clause 12 also applies to the other documents and objects that the contractor prepares or produces to complete the contract.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

13. REPLACEMENT OF THE CONTRACTOR (ART. 38/3, °1)

13.1. Scope

The clause may be applied in case the contractor is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

13.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the contractor already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new contractor.

13.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the contractor's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked

second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial contractor), the contracting authority shall address itself:

1. either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
2. or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new contractor. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial contractor, and compared to the original tender of the new contractor. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new contractor), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial contractor by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial contractor shall bear the additional costs.

14. REVISION OF PRICES (ART. 38/7)

Price revisions are **not allowed** under this contract, revisions due to tax changes under Clause 17 remain applicable.

15. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

- 15.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 15.2. 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 may be agreed.

- 15.3. When activities are suspended, based on this clause 15.3, the contractor is required to take all necessary precautions, at his expense, to protect the works already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 15.4. The contractor has a right to damages for suspensions ordered by the contracting authority when:
1. The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 2. The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 3. The suspension occurs during the contract's performance period.

16. UNFORESEEABLE CIRCUMSTANCES

- 16.1. As a general rule, the contractor is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 16.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 16. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

17. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 17.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 17.2. Such price revision is only possible if both the following conditions apply:
1. The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 2. Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 17.3. In the event of an increase in charges, the contractor must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the contractor proves that he paid the charges at the old rate.

18. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 18.1. The contracting authority or the contractor who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the contractor should normally have known about them.
- 18.2. The contractor may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the

contract to the contracting authority within the period mentioned under clause 18.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

19. MEANS OF CONTROL (ART. 82)

- 19.1. The contractor shall notify the contracting authority of the precise locations of works in progress on its site, in its workshops and factories, as well as on the premises of its subcontractors and suppliers.
- 19.2. Without prejudice to the technical inspection procedures to be carried out on-site, the contractor shall at all times grant the managing official and the representatives appointed by the contracting authority free access to the production sites for the purpose of monitoring the strict application of the contract, particularly regarding the origin and quality of the products.
- 19.3. Where the contracting authority supervises the place of manufacture, no delivery may, on pain of refusal, be dispatched to the construction site until it has been approved for dispatch by the representative of the contracting authority.

Where the products are manufactured under permanent control in a particular workshop, they may be dispatched without further inspection by the contracting authority.

- 19.4. Accepted products located on the construction site will remain there under the contractor's supervision. They may no longer be removed from the construction site without the consent of the contracting authority.

The contracting authority becomes the owner of the products brought for processing at the construction site as soon as they have been accepted for payment. However, the contractor shall remain responsible for these products until provisional acceptance of the contract.

- 19.5. The rejected products shall be removed from the construction site by the contractor within fifteen days following service of the refusal report. Otherwise, the removal shall be carried out by the contracting authority at the contractor's expense and risk.

Any use of rejected products shall result in the automatic refusal of acceptance of the contract.

SECTION (F) - PERFORMANCE MODALITIES

20. PERFORMANCE PERIOD (ART. 76)

- 20.1. The contractor must complete the works within **248 (two hundred and forty-eight) calendar days**.
- 20.2. Performance period shall start **from the day of site possession**.

21. PROVISION OF LAND (ART. 77)

- 21.1. The works must be carried out at the following address:

Nsumbu Area, Kaputa District – Northern Province, Zambia along the shores of Lake Tanganyika.

The approximate geographical coordinates of the site are: **8°31'5.74"S, 30°28'54.05" E** - [MAPS](#)

The site is situated in a **remote lakeside area** within the Lake Tanganyika basin.

Access to the site is limited and can be achieved through the following routes:

- **Water access from Mpulungu**, which is the main port on the Zambian side of Lake Tanganyika. This is the most direct route to the project site and is commonly used for the transport of personnel and materials.
- **Road access from Kasama via Mporokoso**, which constitutes the main overland route to Nsumbu. The distance from Kasama to Nsumbu is approximately **340 km**, including both paved and gravel road sections, with varying road conditions depending on the season.

Due to the remoteness of the site and the nature of access routes, logistical planning will be a key consideration for the execution of the works.

The land occupied by the works or structure shall be provided by the contracting authority to the contractor free of charge.

- 21.2. Outside that area, the contractor shall be responsible for all costs associated with land required for the installation of construction sites, storage of supplies, preparation and handling of materials, as well as land needed for the storage of soil, excavated material that is deemed unsuitable for reuse as landfill, demolition debris, general waste, and excess earth.

The contractor shall be liable for any damage to private property, including land owned by adjoining landowners, occurring during the execution of the works or while storing materials.

- 21.3. Enclosing hoardings must not be used for advertising purposes. Only "Construction Site Information" may be displayed on the sites, and no other form of advertising is permitted.

22. LABOUR CONDITIONS (ART. 78)

- 22.1. All legal, regulatory, and contractual provisions related to general working conditions and health and safety in the workplace shall apply to all personnel on the contractor's site.

- 22.2. The contractor, along with any subcontractors at any stage and all personnel providers, is required to pay their respective personnel salaries, bonuses, and allowances in accordance with the rates established by law and collective agreements, including those set by company agreements.

- 22.3. The contractor shall maintain an up-to-date list of all personnel employed on the site, which must be available to the contracting authority at all times, at a location designated by the contracting authority. This list must be updated daily and include at least the following personal information:

1. Name;
2. First name;
3. Actual occupation per day on the construction site;
4. Date of birth;
5. Job title;
6. Qualifications.

23. ORGANISATION OF THE CONSTRUCTION SITE (ART. 79)

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

- 23.2. During the performance of the works, the contractor shall be responsible for maintaining the security of the site throughout the duration of the works. In the interest of his own personnel, the representatives of the contracting authority, and third parties, the contractor must take all necessary measures to ensure their safety.
- 23.3. The contractor shall, under his sole responsibility and at his own expense, take all necessary measures to ensure the protection, preservation, and integrity of existing buildings and works. He shall also implement all required precautions, in accordance with best building practices and any special circumstances, to protect neighbouring properties and prevent any disturbances caused by his actions.
- 23.4. The contractor shall bear all costs and implement all necessary measures to clearly signal the construction and storage sites during the day, at night, and in foggy conditions, particularly in areas where vehicles and pedestrians circulate. The contractor must completely enclose his sites along temporary or permanent sidewalks, as well as along temporary or permanent traffic arteries. This enclosing and hoarding will also serve to protect the construction site from any outside intrusion during the construction period.
- 23.5. The contractor shall provide a purpose-made notification billboard for the construction site, with dimensions and design as specified by the contracting authority, prior to the commencement of works. The informative panel must be installed when construction work begins, along the public road, in a location to be determined by the contracting authority.

24. WORKS LOGBOOK (ART. 83)

- 24.1. Upon reception of the notification of contract conclusion, the contractor shall provide the necessary works logbooks to the contracting authority.
- 24.2. Once the works have commenced, the contractor shall submit two copies of the works logbooks, containing all the required information, on a daily basis to the representatives of the contracting authority. This information includes:
1. Weather conditions;
 2. Interruptions to work caused by adverse weather conditions;
 3. Working hours;
 4. The number and capacity of workers employed on the site;
 5. Materials supplied;
 6. Equipment used and equipment out of service;
 7. Unforeseen events;
 8. Minor amendment orders;
 9. Attachments and quantities performed for each item and in each zone of the construction site. These attachments must accurately and comprehensively represent all work performed, including quantities, dimensions, and weights.
- 24.3. Failure to provide the above documents may result in the application of penalties.
- 24.4. If the contractor does not submit remarks by registered letter sent within 15 days of the disputed entry or detailed notes, they will be deemed to agree with the annotations made in the logbooks or detailed attachments.
- 24.5. If any observations are deemed unjustified, the contractor will be notified by registered letter.

25. LIABILITY OF THE CONTRACTOR (ART. 84)

- 25.1. The contractor shall be held liable for all works performed by him or his subcontractors until the final acceptance of all works.
- 25.2. During the warranty period, the contractor shall, as required, carry out all necessary works and repairs to restore the work to a good state of operation and maintain it in that state.
- 25.3. Any repairs to address shortcomings shall be performed in accordance with the instructions of the contracting authority.

SECTION (G) - MEANS OF ACTION

26. FAILURE OF PERFORMANCE (ART. 44)

- 26.1. The contractor shall be considered in breach of this public contract under the following circumstances:
 1. When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
 2. When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
 3. When the contractor fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the contractor either by registered post or e-mail (with proof of the exact dispatch date).

- 26.2. The contractor must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), 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 as acknowledgement of the reported facts.
- 26.3. Any defects that can be attributed to the contractor may result in the application of one or more measures as provided in Articles 45 to 49, 86 and 87 of the "GIR".

27. PENALTIES (ART. 45)

Special penalties: Due to the importance of the works, the Contractor shall incur, automatically and without prior notice, a penalty of EUR 150 per calendar day of default for each of the following breaches:

- Failure to submit administrative or technical documents within the deadline established during site meetings or by administrative order.
- Failure to implement observations, corrective measures, or administrative orders issued by the Contracting Authority through the Managing Official within the prescribed deadline. The penalty shall apply from the expiry of the deadline until the required action has been fully completed.
- Replacement of a staff member without the prior approval of the Contracting Authority. The penalty shall apply from the date of the unauthorized replacement until either (i) the replacement is approved by the Contracting Authority, (ii) the original staff member resumes their duties, or (iii) another replacement acceptable to both parties is appointed. Penalties already accrued shall remain due and shall not be cancelled retroactively.

- Failure to attend a site meeting or coordination meeting, or failure to be validly represented at such meeting. In this case, a lump-sum penalty of EUR 150 shall be applied for each absence.

In accordance with Article 44 §2 of the Royal Decree of 14 January 2013, the Contracting Authority may, where appropriate, grant the Contractor a period within which to remedy the breach. The Contractor shall be notified of such period together with the report of default. Where no remedial period is specified, the Contractor shall remedy the breach without delay.

28. FINES FOR DELAY (ART. 46 AND 86)

28.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay. Fines will be calculated using the formula in Article 86 § 1 of the “GIR”.

28.2. If the works are not completed within the period specified in clause 20, a fine will be automatically applied for each working day of delay as follows:

$$R = 0.45 * ((M * n^2) / N^2)$$

Where:

- *R* = total fines for a delay of *n* days;
- *M* = initial procurement value;
- *N* = initially specified number of days for performance of the contract;
- *n* = number of days of delay.

If *M* is less than **EUR 75.000** and *N* is no more than **150 days**, N^2 will be replaced by **150 x N**.

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

If, without setting parts or stages, the tender specifications stipulate that binding partial periods apply, failure to meet them will incur fines calculated in accordance with the formula referred to in Article 86 § 1 of the “GIR”, in which the factors *M* and *N* refer to the total contract. For each partial period of *P* days, the maximum fine will be:

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

28.3. Without prejudice to the application of these fines, the contractor shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

29. MEASURES AS OF RIGHT (ART. 47 AND 87)

29.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the contractor has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 29.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the contractor has explicitly acknowledged the identified shortcomings.

29.2. 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. Completion of all or part of the unfulfilled contract by the contracting authority itself;
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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

30. OTHER SANCTIONS (ART. 48)

Without prejudice to the sanctions outlined in these tender specifications, the contractor in default of performance may be excluded by the contracting authority from participating in its public contracts for a period of three years. The contractor will be given the opportunity to present a defence, and the contracting authority will notify the contractor of its reasoned decision.

31. PRICE OF THE CONTRACT IN CASE OF LATE PERFORMANCE (ARTICLE 94)

The price for the works performed during a delay attributable to the contractor will be calculated according to the method that is most advantageous to the contracting authority. The two options are:

1. By assigning to the constituent elements of the prices, contractually specified for revision, the values applicable during the period of delay in question; or
2. By assigning an average value (E) to each of the price elements, calculated as follows:

$$E = (e_1 \times t_1 + e_2 \times t_2 + \dots + e_n \times t_n) / (t_1 + t_2 + \dots + t_n)$$

Where:

e_1, e_2, \dots, e_n represent the successive values of the price element during the contractual period, which may be extended if the delay is not attributable to the contractor;

t_1, t_2, \dots, t_n represent the corresponding periods for applying these values, expressed in months of 30 days. Fractions of a month and the duration of suspensions in the performance of this contract shall not be taken into account.

The average value E will be calculated to two decimal places.

SECTION (H) - END OF THE PUBLIC CONTRACT

32. ACCEPTANCE AND GUARANTEE OF THE WORKS PERFORMED (ART. 64-65 AND 91-92)

- 32.1. The managing official will closely follow up the works during their performance. The works will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 32.2. Provisional Acceptance is provided upon the completion of performance of the works forming the subject-matter of the contract and, on expiry of a warranty period, final acceptance marking full completion of the contract.

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

- 32.3. If the work is completed by the specified completion date, and insofar as the results of the inspections and the prescribed tests are known, a report of provisional acceptance or refusal of acceptance shall be drawn up within fifteen days of the above-mentioned date.

If the work is completed before or after the specified date, the contractor must notify the managing official either by registered letter or e-mail showing the exact date of dispatch, and at the same time request provisional acceptance. Within fifteen days of the date on which the contractor's request is received and insofar as the results of the inspections and the prescribed tests are known, a report of provisional acceptance or refusal of acceptance shall be drawn up.

In any event, the contracting authority shall verify and pay the amount due to the contractor within the processing period referred to in Article 95, § 3 of the "GIR" (clause 33).

- 32.4. The warranty period will commence on the date provisional acceptance is granted and will last for **12 (twelve) months**.
- 32.5. Within **15 (Fifteen) calendar days** before the expiry of the warranty period, a report confirming final acceptance or refusal of acceptance will be issued.
- 32.6. The contractor remains liable for all works performed by themselves or their subcontractors until final acceptance of all works.
- 32.7. During the warranty period, the contractor must carry out any necessary repairs to restore the work to a good state of operation and maintain it in this condition. However, after provisional acceptance, the contractor will not be liable for damages the causes of which are not attributable to him.

If the contractor performs repairs or partial works during the warranty period, they must restore adjacent parts (e.g., paint, wallpaper, parquet flooring) if these have been damaged due to the repairs undertaken.

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

Throughout the warranty period, the contractor must carry out any required works and repairs to restore the work to a good state of operation and maintain it in that condition.

- 32.8. From the date of provisional acceptance, and without prejudice to the contractor's obligations during the warranty period, the contractor shall be responsible for the solidity and proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any failure by the contractor to meet obligations during the warranty period will be documented in a report ('procès-verbal') and may lead to measures as of right, in accordance with Article 44 of the "GIR".

33. INVOICING AND PAYMENT (ART. 66-72 AND 95)

- 33.1. The contracting authority shall verify and pay the amount due to the contractor within a processing period of thirty days from the date of receipt by the contracting authority of the statement of claim and the detailed statement of work carried out. However, payment can only be made on condition that the contracting authority is in possession of the duly established invoice.
- 33.2. Only works that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 33.3. All invoices must be sent over email to: tanzania.admin@enabel.be with the Managing Official's email in copy.

The invoice must include:

1. Purchase order (PO) number. Invoices without the PO number will not be processed;
 2. The corresponding acceptance report signed by the Managing Official.
 3. The physical copy of the EFD receipt (if applicable)
- 33.4. Payments will be made via bank transfer(s) only within 30 days after submission and approval of the invoice.
- 33.5. The Contractor shall be paid for works that have been duly inspected, verified and approved by the Managing official.
- 33.6. The invoiced amount shall not be less than EUR 20.000, except for the final invoice.

For payment to be effected, the Contractor shall submit a formal request for work measurement to the Managing Official. Upon receipt, the Managing Official shall arrange for joint measurement of the executed work. The results of the joint measurement shall be recorded, agreed upon, and signed by both the Enabel Supervising Engineer and the Contractor, and shall form the sole basis for certification and payment.

34. ADVANCE PAYMENTS

An advance of 10 per cent of the initial contract amount may be granted to the contractor.

- 34.1. No advance is granted before:
1. Notification of the conclusion of the public contract;
 2. A written dated demand submitted to the contracting authority;
 3. A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract. The Contracting Authority reserves the right, at its sole discretion, to reject guarantees issued by insurance companies and to require that any guarantee be issued by a bank or other financial institution deemed acceptable to the Contracting Authority.
- 34.2. Payment of the advance may be suspended if it is found that the contractor does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.
- 34.3. The advance granted is charged to the amounts owed to the contractor, as follows: The first half of the advance payment shall be offset against the sums due to the contractor when the value of the works performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the contractor when the value of the works performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

1. GENERAL INTRODUCTION

The TAKIWAMA Project is financed by the European Union and was approved on 9 August 2024. The project promotes sustainable, inclusive, and climate-resilient management of water resources in the Lake Tanganyika and Lake Kivu basins. It builds on the achievements of the LATAWAMA programme and supports the Lake Tanganyika Authority and national institutions in Burundi, the Democratic Republic of Congo, Tanzania, and Zambia to strengthen transboundary cooperation, environmental monitoring, biodiversity protection, and institutional sustainability.

Despite these efforts, important gaps remain in the operationalization of environmental monitoring systems, particularly in terms of field-level infrastructure, laboratory capacity, and continuous data collection. The limited availability of adequately equipped monitoring stations constrains the effective implementation of harmonized data collection, analysis, and sharing across the basin.

In Zambia, the Department of Fisheries and Livestock and other relevant national institutions are responsible for fisheries management and aquatic biodiversity monitoring in the Lake Tanganyika basin, including in remote areas such as Nsumbu. However, the absence of adequate infrastructure in these locations limits their capacity to effectively carry out monitoring, coordination, and data management functions.

In response to these challenges, the Construction of the Nsumbu Environmental and Climate Monitoring Centre has been identified under the TAKIWAMA Project. The facility is intended to strengthen field-level infrastructure and support the operationalization of a Transboundary Environmental Monitoring System (TEMS) for qualitative, quantitative, and climatic data.

The Nsumbu Satellite Monitoring Center will serve as a field-based operational hub for environmental monitoring and data collection along the northern Zambian shoreline of Lake Tanganyika. It will enhance the spatial coverage, reliability, and continuity of monitoring activities and facilitate the integration of field data into the regional TEMS framework.

OBJECTIVE

The objective of this contract is to undertake the construction of the Nsumbu Environmental and Climate Monitoring Centre in Nsumbu, Northern Province, Zambia, under the TAKIWAMA Project.

The facility is intended to function as a field-based operational hub supporting environmental and climate monitoring activities along the northern Zambian shoreline of Lake Tanganyika. It directly contributes to the achievement of Result 1 of the TAKIWAMA Project:

“A transboundary environmental monitoring system (TEMS) for qualitative, quantitative and climatic aspects of the Lake Tanganyika and Lake Kivu basin is operational.”

Specifically, the project aims to:

- Strengthening field-level infrastructure for environmental and climate monitoring.
- Improve the collection, analysis, and management of environmental data.
- Enhance coordination and technical capacity of relevant national institutions.
- Increase the spatial coverage, reliability, and consistency of monitoring activities.
- Support Zambia’s effective participation in the regional TEMS framework.

2. DETAILED DESCRIPTION OF THE WORKS

2.1. Nature and scope of the works

The scope of this contract comprises the full construction and rehabilitation of the Nsumbu Environmental and Climate Monitoring Centre in Nsumbu, Northern Province, Zambia.

The Contractor shall execute all works as described in and the detailed Bill of Quantities (Annex 1), the architectural, structural, electrical, and MEP drawings (Annex 2), the technical specifications, and the general requirements (Annex 3). The works shall be completed in full, including all necessary labour, materials, equipment, plant, transport, temporary work, testing, commissioning, and services required for the proper execution, functioning, and completion of the facilities.

The contract is awarded as a single lot and includes, but is not limited to, the following main components:

- Construction of a Laboratory and Conference Block for sample analysis, data processing, meetings, and training.
- Construction of Staff Housing Units for accommodation of technical personnel
- Construction of a Kitchen and Service Block to support daily operations
- Renovation of existing buildings to improve functionality and usability.

Table 2: Scope of Works (Summary from BOQ)

No.	Description of Works	Main Scope of Works
1	Preliminaries & General Items	<ul style="list-style-type: none"> • Site clearance and demolition of the existing old building • Mobilization and demobilization • Temporary site facilities (offices, storage, sanitation, power & water) • Site security, health & safety, and environmental compliance • Insurance (CAR and Third-Party Liability) • Performance Bond • Testing of materials (concrete cubes, reinforcement steel, burnt bricks)
2	Laboratory & Conference Block	<ul style="list-style-type: none"> • Earthworks, stone masonry foundations, DPM and oversite concrete slab • 225 mm external burnt brick walling and 150/100 mm internal partitions with reinforced concrete ring beam • Prefabricated timber roof trusses, 28-gauge pre-painted GI roofing sheets, rainwater gutters and downpipes • Aluminium glazed sliding windows (with and without vent louvers) and hardwood panelled doors with mild steel security grills • Internal and external wall plastering, skimming and painting • Suspended gypsum board ceilings with recessed LED lights • Non-slip ceramic floor tiles on screed • Complete plumbing and sanitary installations (disabled toilet, men's & ladies' bathrooms with wall tiles) • Laboratory wet & dry sinks with chemical-resistant plumbing • Laboratory furniture (work benches, central island bench, integrated sinks and stools) • Electrical power wiring, distribution board, earthing and surge protection • Inverter split-type air conditioning units and ceiling-mounted fans • External works: septic tank & soak pit, manholes, raised platform for 5,000 L polyethylene water tanks, solar-powered compound lights, photocell-controlled wall lights, and • Water Abstraction System (2.2 kW dual-power end-suction centrifugal pump, HDPE suction & rising mains, inline sediment filter + chlorination dosing, automatic changeover control panel, and weatherproof pump house shade)

No.	Description of Works	Main Scope of Works
3	Two Staff / Rest House Blocks	<ul style="list-style-type: none"> • Earthworks and stone masonry foundations with DPM and oversite concrete • 225 mm external burnt brick walling and 150/100 mm internal partitions with reinforced concrete ring beam • Timber roof trusses, 28-gauge pre-painted GI roofing sheets and rainwater goods • Aluminium sliding windows with vent louvers and hardwood panelled doors with mild steel security grills • Wall plastering, skimming & painting (internal & external); non-slip ceramic floor tiles • Suspended gypsum board ceilings with recessed LED lights • Full plumbing & sanitary works (6 sets per block: hand wash basins, WC suites with bidet spray, showers and wall tiles) • Electrical installations, distribution boards and earthing • Furniture (living room sofas + study set, double beds, wardrobes) • Ceiling-mounted ventilation fans • External photocell-controlled wall lights
4	Kitchen & Living Area	<ul style="list-style-type: none"> • Earthworks and stone masonry foundations • Burnt brick walling with stone masonry columns enclosing structural hardwood timber posts and tie beams • Natural stone floor finishes in kitchen and living areas • Timber lattice ventilation windows and precast concrete louver blocks • Hardwood panelled doors, mild steel sliding/rolling gate and metal panelled door • Internal & external wall plastering, skimming and painting • Suspended gypsum board ceiling with recessed LED lights and pendant lights • Kitchen plumbing system (stainless steel sink, PPR water supply, UPVC drainage) • Electrical installation including Main Distribution Board, automatic changeover switch and earthing • Built-in masonry kitchen counter with polished cement top, built-in storage shelving and bar stools • External photocell-controlled wall lights
5	Renovation of Existing Office Building	<ul style="list-style-type: none"> • Demolition of existing floor finishes and uneven entrance steps • Supply and installation of new anti-slip ceramic floor tiles including new entrance steps • Removal of existing ceiling and installation of new gypsum board ceiling with cornices • Wall surface repair, skimming and painting (internal & external) • Replacement of windows with new aluminium glazed sliding windows with vent louvers • Treatment, repair and repainting of existing timber doors (including insecticide treatment) • Rehabilitation of toilets (new plumbing, glazed wall tiles, double wash basins, squatting pan, water closets and fittings) • Supply and installation of recessed LED ceiling lights and ceiling fans • Complete roof replacement (removal of old structure, new timber trusses and 28-gauge GI sheets) • Full rewiring and electrical installation including new distribution board and components • External works: photocell-controlled wall lights and repair of septic tank & soak pit

Note: All associated temporary work, protection of existing site operations, coordination with Fisheries Department staff, testing, commissioning, preparation of as-built drawings, and operation & maintenance manuals are included in the scope. The quantities indicated in the Bill of Quantities are provisional. Payment shall be made on the basis of the actual quantities executed and approved on site.

2.2. Detailed scope of materials and assignment

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

No.	Material – Preferred / Default in BOQ	Allowed alternative (only with prior written approval)	Sustainability advantage
1	Natural stone for foundations, plinths and kitchen/living area floor	None	Locally quarried → minimal transport emissions
2	Burnt common bricks (≥ 5 N/mm ² compressive strength) for all walling	Interlocking Soil-Stabilized Bricks (ISSB) produced on site using local soil + maximum 7% cement	ISSB has significantly lower embodied energy and CO ₂ emissions (no firing required); will be considered an added advantage if proposed
3	Treated timber (eucalyptus, pine or approved hardwood) for roof trusses, purlins and structural posts	None	Fast-growing species from sustainable plantations in Northern Province
4	28-gauge pre-painted corrugated galvanized iron (GI) roofing sheets	None	Durable, high solar reflectance, fully recyclable at end of life
5	Site-won hardcore and locally sourced river sand / crushed aggregates	None	Maximum reuse of excavated material on site; reduced transport emissions

2.3. Minimum quality requirements of key materials

S/No	Item	Minimum Specification / Requirement
1	Walling Bricks	Burnt copper bricks of good quality, well-burnt, sound, free from cracks and defects. Bricks shall be properly wetted before laying and cured for a minimum of 7 days or as instructed by the Engineer.
2	Structural Concrete	C25 grade concrete for reinforced concrete ring beam (with Y12 longitudinal bars and Y08 stirrups at 300 mm centers); C20 grade concrete (1:2:4 mix) for oversite slab. Minimum cement content 340 kg/m ³ , slump 75–100 mm, properly vibrated and wet cured for at least 28 days. Three test cubes shall be taken from every pour and tested at 7 and 28 days.
3	Blinding / Lean Concrete	Grade 15 plain concrete for blinding layer, properly mixed and placed to achieve uniform thickness and level surface.
4	Sand	Clean river sand, free from clay, loam, silt, organic matter and other impurities; grading Zone II or III.

S/No	Item	Minimum Specification / Requirement
5	Coarse Aggregates	Crushed stone or clean river gravel, 20 mm nominal maximum size, hard, durable, free from dust and organic impurities, with flakiness index $\leq 35\%$.
6	Reinforcement Steel	High-yield deformed ribbed bars (Y12, Y10, Y8 etc.), clean, free from rust, mill scale, oil, grease and any harmful substances.
7	Natural Stone	Hard, sound, durable local quarry stone, free from cracks and weak layers. Stones for foundations and plinths shall be minimum $300 \times 300 \times 300$ mm. Natural stone for kitchen and living area floor shall be properly dressed and finished.
8	Hardcore	Approved crushed stone sized 150–300 mm, clean and free from soft materials. Placed in layers not exceeding 150 mm thick, watered and thoroughly compacted until no further movement occurs. Total thickness shall be 300 mm.
9	Damp-Proof Membrane (DPM)	1000-gauge black polythene sheet of good quality, laid with minimum 300 mm laps and all joints properly sealed.
10	Anti-termite Treatment	Approved non-repellent anti-termite chemical solution applied uniformly to the surface of hardcore and sides of all excavations as per manufacturer's instructions and to the satisfaction of the Engineer.
11	Timber	Pressure-treated hardwood (Mninga or approved equivalent) or pine, free from defects, properly seasoned and treated against termites and fungi. Structural posts shall be 150×150 mm.
12	Gypsum Ceiling	9 mm thick gypsum board of approved quality fixed on 50×50 mm treated timber framing at 400 mm centres, including all hangers, cross-bracing, jointing, filling, skimming and painting to achieve a smooth, level finish.
13	Floor Screed	25–40 mm thick cement-sand (1:4) mix, steel-trowelled to a smooth, dense and level finish.
14	Floor Tiles	High-quality non-slip ceramic floor tiles (minimum size 600×600 mm or approved), hard, durable with good slip resistance, laid with waterproof grout and matching skirting tiles.
15	Natural Stone Floor Finish	Selected hard natural stone, properly dressed, free from defects, laid on cement mortar bedding with tight joints, grouted and polished to a smooth, even and durable surface.
16	Water Supply Pipes	PPR pipes for internal cold water supply and HDPE pipes (PN 10 or higher) for external suction and rising mains; pipes shall be of approved make and suitable for potable water.
17	Drainage & Soil Pipes	UPVC / PVC soil and waste pipes of approved quality, complete with fittings, traps and joints, durable and resistant to chemical attack.
18	Water Abstraction Pump	2.2 kW (3 HP) end-suction centrifugal surface pump of approved make, capable of delivering 8–10 m ³ /hr at 15 m total dynamic head, designed for dual power operation (grid and solar), complete with high-efficiency motor, non-return valve, gate valve and pressure gauge.
19	Suction & Rising Pipelines	75 mm OD HDPE suction pipeline (PN 10 or higher) with foot valve and strainer; 63 mm OD HDPE rising main with all fittings, isolation valves, thrust

S/No	Item	Minimum Specification / Requirement
		blocks, warning tape and associated civil works. Pipes shall be of good quality and UV stabilized where exposed.
20	Water Treatment System	Compact inline water treatment system consisting of sediment filter (20–50 micron Big Blue housing) and automatic chlorination dosing pump with solution tank; complete with pressure gauges, isolation valves and mounting stand.
21	Pump House	Durable weatherproof pump house / shade constructed with galvanized steel frame and corrugated iron roofing sheets to adequately protect the pump, motor and treatment system from direct sunlight, rain and dust.
22	Sanitary Fittings	White vitreous China WC suites (close-coupled), wash-hand basins, chrome-plated mixer taps, shower roses, bidet spray (shattaf), floor drains and all accessories of approved quality and finish.
23	Laboratory Sinks & Plumbing	Chemical-resistant polypropylene or epoxy laboratory sinks with high-pressure taps, traps and dedicated waste drainage system suitable for laboratory chemical discharge.
24	Air Conditioning Units	High-efficiency inverter split-type air conditioning units with R32 refrigerant, 24,000 BTU and 18,000 BTU capacity as required, complete with copper refrigerant piping, insulation, condensate drain and controls.
25	Ceiling Fans	60-inch (1500 mm) diameter ceiling-mounted fans of low-noise, high-efficiency design, complete with suspension rods, wall-mounted regulators and proper wiring.
26	Windows	Heavy-duty powder-coated aluminium sliding windows with 6–8 mm clear float glass, EPDM gaskets, stainless-steel rollers, crescent locks, weather seals and integrated vent louvers where specified.
27	Doors	Solid hardwood panelled doors (Mninga or approved equivalent), 40–45 mm thick, complete with frame, architraves and heavy-duty ironmongery.
28	Security Grills	Mild steel security grills fabricated from square hollow sections (minimum 25×25×2 mm), properly welded, treated with anti-rust primer and finished with two coats of approved enamel paint.
29	Sliding / Rolling Gate	Mild steel sliding/rolling gate with 75×75×3 mm square hollow section frame, internal stiffeners, heavy-duty rollers, track, end stops and secure locking system.
30	Roofing Sheets	28-gauge pre-painted corrugated galvanized iron (GI) sheets of approved colour and quality, complete with ridge caps, barge boards, valley gutters, flashings and all accessories.
31	Rainwater Goods (Gutters & Downpipes)	PVC gutters and downpipes of 100 mm diameter , of good quality, complete with proper brackets, fixings, falls and shoe outlets.
32	Electrical Cables & Conduits	PVC insulated copper conductors of approved quality installed in heavy-gauge PVC conduits (concealed where possible).
33	Distribution Boards & Protection	Main and sub-distribution boards complete with MCBs, RCD/RCCB protection, surge protection devices (SPD), neutral & earth bars and full earthing system with earth electrode.

S/No	Item	Minimum Specification / Requirement
34	Lighting Fixtures	Recessed LED ceiling lights (12–18 W), photocell-controlled external wall-mounted LED lights (IP65 rating) and solar-powered LED compound lights.
35	Laboratory Furniture	Powder-coated heavy-gauge steel frames with chemical-resistant phenolic or epoxy resin worktops (minimum 16–19 mm thick), complete with under-bench cabinets, drawers, shelves, integrated sink modules and laboratory stools.
36	Kitchen Counter & Shelving	Masonry-built kitchen counter with polished cement top of good finish; built-in moisture-resistant laminated storage shelving and bar stools.
37	Water Storage Tanks	5,000 L UV-stabilized, food-grade HDPE polyethylene tanks of approved make, complete with inlet, outlet, overflow, washout and all necessary fittings.
38	Septic Tank & Soak Pit	Reinforced concrete & stone masonry construction with proper benching, internal plastering, inlet/outlet pipes, manhole covers and ventilation pipe, built to standard specifications.
39	External Lights	Solar-powered LED compound lights on galvanized steel poles (3–4 m height) complete with solar panel, battery and controller; photocell-controlled external wall-mounted LED lights with IP65 rating.

3. GENERAL REQUIREMENTS

S/No	Requirement	Details
1	Sustainability	Priority shall be given to low-carbon, locally sourced and environmentally sustainable materials, including natural stone, interlocking soil-stabilized bricks (ISSB), and site-won materials, in line with project objectives.
2	Health, Safety and Environment (HSE)	The Contractor shall prepare and implement an approved Health, Safety and Environment (HSE) Plan prior to commencement of works. All workers shall be provided with appropriate PPE. A first-aid kit and trained first aider shall be available on site at all times.
3	Working within existing site conditions	<ul style="list-style-type: none"> - Coordinate with the Client and relevant local authorities to ensure smooth execution of the works - Organize site activities in a manner that minimizes disturbance to any ongoing local activities and surrounding environment - Provide basic site demarcation (e.g. fencing or signage) to ensure safety of workers and any occasional site visitors where necessary - Ensure safe access within and around the construction site at all times - Implement reasonable measures to control dust, noise, and general environmental disturbance
4	Lakefront protection and pollution prevention	Given the proximity to Lake Tanganyika, the Contractor shall prevent any discharge of pollutants into the lake. All wastewater, dewater discharge, oils, fuels, and chemicals shall be properly managed and contained. Any pollution incident shall be immediately reported and remedied at the Contractor's cost.
5	Testing and approvals	All materials and workmanship shall be subject to inspection and approval by the Project Engineer. No materials shall be delivered to site or used

		without prior approval. All required testing, samples, and mock-ups should be included in the Contractor's rates.
6	Fire safety requirements	Buildings shall be provided with smoke detectors where applicable and portable fire extinguishers of approved type and capacity, installed at locations approved by the Engineer.
7	Landscaping requirements	The Contractor shall reinstate all disturbed areas, including grass planting, tree replacement, and erosion control measures such as stone pitching on cut slopes.
8	Construction detailing rules	All works shall be executed in accordance with approved drawings and best construction practice, ensuring correct alignment, levels, jointing, sealing, and compliance with Engineer's instructions and quality control requirements.
9	Applicable standards	All works shall comply with the latest applicable British Standards (BS), European Norms (EN), or equivalent recognized Zambian standards.

4. SUPERVISION OF THE ASSIGNMENT

Roles, Authority and Decision-Making Hierarchy

The Contracting Authority is the sole entity responsible for final contractual decisions, including approval of payments, variation orders, extensions of time, taking-over, defect correction certification, final acceptance, and contract closure.

The Consultant / Supervising Engineer provides technical supervision, inspection, verification, progress monitoring, and recommendations to the Contracting Authority but does not issue contractual instructions.

Any instruction or decision that may affect the scope, contract price, completion period, quality standards, payment, or contractual obligations shall only be valid if issued or formally confirmed in writing by the Contracting Authority.

Site observations, recommendations, or informal guidance from the Supervising Engineer, Client representatives, local authorities, or community representatives shall not constitute contractual instructions unless formally validated by the Contracting Authority.

4.1. Stage 1 Construction

a. Instructions:

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

The Contracting Authority may designate one or more persons to support day-to-day monitoring, coordination, inspection, and technical oversight of the Works.

Any instructions issued on site by such designated persons shall be complied with by the Contractor, provided that such instructions do not alter the scope, contract value, completion time, or other contractual obligations unless formally confirmed by the Contracting Authority.

Where the Contractor identifies or proposes variations that may affect cost, scope, or time, prior written approval from the Contracting Authority shall be obtained before implementation.

b. Progress photographs and report:

The Contractor shall:

- Share two (2) pictures of work progress every evening in the WhatsApp site group created by the Contracting Authority.
- Prepare three sets of progress photographs on the first day of each month during the construction period.
- Mount the progress photographs at site and submit a copy to the Contracting Authority.
- Prepare a short monthly progress report incorporating photographs, progress achieved, and updated construction programme. Any anticipated delay shall be reported immediately to the Contracting Authority.
- Maintain a clear daily work execution plan to ensure continuous progress and avoid idle time.
- Submit every Sunday a weekly work programme and provide daily updates on progress against planned activities.
- Be proactive in addressing site challenges and ensuring achievement of planned targets.

c. Completion of construction and provisional acceptance by Contracting Authority

The construction stage shall be deemed complete, and the Works shall be provisionally accepted by the Contracting Authority once all Works have been executed in accordance with the contract documents and a provisional acceptance certificate has been issued.

Upon provisional acceptance, the Contractor shall receive a list of snags and defects for rectification at its own cost.

The Contractor shall carry out testing and commissioning of all works and installations in the presence of the Contracting Authority.

The Contractor shall prepare operation and maintenance manuals covering energy efficiency, water conservation, waste management, proper operation of systems, safety procedures, and maintenance requirements.

The Works shall be handed over within seven (7) days of completion. Final acceptance shall be issued only after rectification of all defects during the Defects Liability Period.

d. As-built drawings

The Contractor shall prepare, compile, and submit as-built drawings, installation records, and operation and maintenance manuals upon completion of the Works.

During execution, the Contractor shall continuously update drawings to reflect actual site conditions.

The Contractor shall also submit:

- Technical specifications and equipment details (brand, type, origin)
- User manuals for all installations
- Maintenance manuals and spare parts information
- Testing, commissioning, and adjustment reports
- Construction progress photographic records

4.2. Stage 2: Post Construction Stage

a. Rectification of defects:

The Contracting Authority and Contractor shall:

- Carry out joint inspections during and at the end of the Defects Liability Period (DLP).

- Conduct interim inspections and testing where necessary to ensure safety and continued functionality.
- Hold follow-up meetings to confirm completion of remedial works.

b. Completion Certificates:

The Contracting Authority shall issue:

- Final acceptance certificate
- Defects correction certificate
- Final payment certificate, including retention where applicable

c. Managing contract closure activities

In addition to the above, the contract closure process shall include:

- Agreement on contract completion criteria between the Contracting Authority and Contractor.
- Issuance of the final acceptance report by the Contracting Authority.
- A formal contract close-out meeting with stakeholders and end users.
- Post-contract evaluation and final project report prepared by the Contracting Authority.
- The Contractor shall provide all required technical and execution records.

1. As-Built Documentations

- The Contractor shall continuously update as-built drawings during execution.
- Final as-built drawings shall be submitted at completion.
- Full technical documentation shall be submitted including manuals, specifications, and test reports.

Framework for site supervision

Site supervision shall be carried out in a coordinated manner involving the Contracting Authority, Supervising Engineer, local authorities, and other stakeholders to ensure quality, compliance, and effective execution.

1. Site presence

The Contractor shall maintain continuous site presence, including a full-time Site Engineer stationed on site throughout the Works.

2. Supervising Engineer

The Contractor shall appoint a Supervising Engineer who shall serve as the main technical contact person for the Contracting Authority.

3. Weekly consultative meetings

The Contractor shall participate in weekly online meetings (approximately 30 minutes) to present progress updates and agree on actions.

4. Monthly site meetings

Monthly meetings shall be held following joint inspections. Attendance of senior Contractor representatives is mandatory. Minutes shall be formally recorded and signed.

5. Daily inspections

The Contracting Authority reserves the right to conduct inspections at any time to verify compliance and progress.

6. Random checks

Random inspections may be conducted by the Contracting Authority's project team covering works, procurement, and implementation quality.

7. Local government supervision

Regional and District Engineers may participate in inspections where required.

8. Beneficiary (Fisheries department) involvement

Beneficiaries' representatives may observe and support oversight. However, only instructions issued by the Contracting Authority shall be binding.

9. Material approval

No materials shall be used without prior written approval from the Contracting Authority.

10. Defects liability period

The Defects Liability Period shall be three hundred sixty-five (365) calendar days from provisional acceptance. The Contractor shall rectify all defects at its own cost.

5. TECHNICAL PROPOSAL

The tenderer shall submit a **Technical Offer** demonstrating its understanding of the contract and its proposed approach to carrying out the works. The Technical Offer shall be clear, concise, and sufficiently detailed to enable the Contracting Authority to assess it against the qualitative award criteria set out in this tender document.

The Technical Offer shall include, at a minimum, the following:

1. Technical Methodology

- Construction methodology and sequencing of the works.
- Description of the proposed construction techniques, materials handling, and execution strategy.
- Demonstration of the tenderer's understanding of the project context, site conditions, and any constraints that may affect the implementation of the works.

2. Project Management Approach

- A detailed work plan and implementation schedule, including the sequencing of activities, key milestones, and the proposed completion period.
- The proposed Quality Assurance and Quality Control (QA/QC) system, including inspection, testing, and compliance procedures.
- Identification of the key project risks together with the proposed mitigation and response measures.
- Measures to minimise disruption to site operations and the surrounding environment, including dust and noise control, occupational health and safety measures, traffic management (where applicable), and environmental protection measures.

The Technical Offer shall not exceed **ten (10) pages**, excluding the front page and the table of contents.

6 SELECTION FILE

APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

1. OFFICIAL REGISTRATION

The tenderer must demonstrate being officially registered with the National Council for Construction (NCC) of Zambia.

Criterion	Minimal requirement:	Justification expected
Registration with the National Council for Construction (NCC) – Zambia	<p>The tenderer must enclose a valid certificate of registration with the National Council for Construction (NCC) of Zambia in accordance with the National Council for Construction Act No. 10 of 2003 and the NCC (Contractors Registration) Regulations of 2019.</p> <p>Specifically:</p> <ul style="list-style-type: none">The tenderer must be registered in minimum Grade 5 (Building Works) or higher.The registration certificate must be valid at the date of tender submission.	Valid NCC Registration Certificate clearly showing the grade and category (Building Works).

Note: Joint ventures or consortia are not permitted under this tender. Only single, individually registered contractors shall be eligible to submit a bid.

ECONOMIC AND FINANCIAL CAPACITY

2. MINIMUM TURNOVER

- 2.1. The tenderer shall submit financial statements for the past three financial years (2023, 2024, and 2025). The financial statements for 2023 and 2024 shall be audited and certified by an Accountant.

Where the audited financial statements for 2025 are not yet available at the time of bid submission, the tenderer may submit management accounts or unaudited financial statements for 2025.

The submitted financial statements must demonstrate an average annual turnover of not less than EUR 350,000.

TECHNICAL AND PROFESSIONAL APTITUDE

3. REQUIRED EQUIPMENT

- 3.1. The tenderer shall submit a Declaration on Honour confirming that it has access to the technical equipment necessary for the proper execution of the contract.

The Declaration on Honour shall confirm the availability of at least the following equipment:

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

4. STAFF QUALIFICATIONS AND EXPERIENCE

4.1. The tenderer shall submit CVs for the proposed key personnel demonstrating compliance with the minimum qualification and experience requirements specified below:

No.	Required profile	Minimum qualifications	Required experience	Supporting Doc
1	Team Leader / Project Manager	<ul style="list-style-type: none"> Bachelor's degree in civil engineering or related engineering field Registration as a Professional Engineer with the Engineering Registration Board (ERB), Zambia. 	<ul style="list-style-type: none"> Minimum 6 years of experience in building construction works. Served as Team Leader/Project Manager on at least three (3) completed building construction projects within the last 10 years. 	<ul style="list-style-type: none"> CV ERB Registration Certificate
2	Site Engineer / Site Supervisor	<ul style="list-style-type: none"> Bachelor's degree in civil engineering or related engineering field. 	<ul style="list-style-type: none"> Minimum 3 years of experience in building construction works. 	<ul style="list-style-type: none"> CV
3	Technician / Foreman	<ul style="list-style-type: none"> Diploma or Certificate in a construction-related technical or vocational 	<ul style="list-style-type: none"> Minimum 5 years of experience in building construction works. 	<ul style="list-style-type: none"> CV

No.	Required profile	Minimum qualifications	Required experience	Supporting Doc
		field in general building works).		
4	Electrical / Mechanical Technician	<ul style="list-style-type: none"> Diploma or Certificate in Electrical Engineering, Mechanical Engineering or Building Services Engineering. 	<ul style="list-style-type: none"> Minimum 5 years of experience in electrical and mechanical installations for building construction works. 	<ul style="list-style-type: none"> CV
5	Plumber / Pipe Technician	Certificate or Diploma in Plumbing or related trade.	<ul style="list-style-type: none"> Minimum 5 years of experience in plumbing works. 	<ul style="list-style-type: none"> CV

The contracting authority reserves the right to request supporting documents, including copies of diplomas or degree certificates, and to verify the authenticity of the qualifications and the professional experience claimed for the proposed key personnel during the evaluation of tenders.

5. REFERENCES FOR SIMILAR EXECUTED PROJECTS

- 5.1. The tenderer shall provide three (3) references for similar contracts successfully completed within the past five (5) years. Each reference shall be supported by documentary evidence, such as signed reference letters, completion certificates, or copies of the relevant contracts.

6. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the contractor may wish to subcontract.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

1. Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
2. List of subcontractors (see clause 2 of chapter 8 Forms);
3. Tender form - Prices (clause 3 of chapter 8 Forms)
4. The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
5. All documents demanded in 6 Selection file (see clause 15 of chapter 3 Award Procedure);
6. All documents demanded in clause 17 of chapter 3 Award Procedure (award criteria);
7. Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 15 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
8. Technical Proposal;
9. A site visit certificate, signed by an authorised representative of Enabel (see clause 4 of chapter 3 Award Procedure);
10. A duly completed Bill of Quantities (BoQ), with unit rates entered for all items;
11. The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
12. **Incorporation certificate:** The Bidder shall include in his tender the incorporation certificate from the competent authority.
13. **Criminal record certificate:** At the latest before award, the bidder must provide a criminal record certificate for the person mandated to commit for the firm
14. **Certification of clearance with regards to the payments of social security contributions:** At the latest before award, the Bidder must provide a certification from the competent authority stating that he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the first term of 2025.
15. **Certification of clearance with regards to the payments of applicable taxes:** At the latest before award, the bidder must provide a recent certification (up to 6 months) from the competent authority stating that the bidder is in order with the payment of applicable taxes that apply by law in the country of establishment.

1. IDENTIFICATION FORM



Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE <i>DD MM YYYY</i>	SIGNATURE



Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

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

Postal code City, Region/Province Country	
TELEPHONE NUMBER	
E-MAIL	
DATE DD MM YYYY	SIGNATURE OF AUTHORISED REPRESENTATIVE



Identification form Public actor - entity

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)	Other entity within the meaning of paragraph 1 ^{er} of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and professional aptitude criteria, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. TENDER FORM - PRICES

The 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.

Item	Total estimated price (Excl. VAT)
Construction of Nsumbu Environmental and Climate Monitoring Centre	€
VAT	

Tenderers are requested to follow the guidelines below when submitting this form:

- The tenderers are requested to quote for all items listed in the BOQ.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted in Euros, inclusive of VAT, and inclusive of any applicable withholding tax and delivery costs.

Attention! The tenderer must complete and sign the Bill of Quantities (BoQ) and submit it both as a signed PDF and in editable Excel format.

Handwritten original signature(s)

Last name, first name:

Function:

Date:

Signature:

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

- The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.

- The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

- The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

- The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

- The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			