



TENDER SPECIFICATIONS

Public work contract for the **Construction of slabs and installation of long term medical tents at health facilities in Busoga region**

Reference №: **UGA22009-10358**

Country: **Uganda**

Negotiated Procedure without Prior Publication

*Deadline for
requesting
clarifications:*

*Until the **tenth day**
before the deadline for
submission of tenders*

*Deadline for
submission of
tenders:*

**28th August 2026 at
10:00 am Kampala time**

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1. GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

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.

Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract Enabel, in Uganda, is represented by the Country Director, Mr. Nicolas Oebel

Attention: even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be in Uganda and applicable tax legislation is legislation of Uganda. For more information on this tax regime, you can contact Contract Service Centre (clause 3 of chapter 3 Award Procedure).

2. RULES GOVERNING THE PUBLIC CONTRACT

The following, among others, apply to this public contract:

- a) The Law of 17 June 2016 on public procurement;
- b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
- c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
- d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
- e) Circulars of the Prime Minister with regards to public procurement;
- f) Enabel's policy regarding sexual exploitation and abuse – June 2019;
- g) Enabel's policy regarding fraud and corruption risk management – June 2019.

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

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.

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

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

This public contract is a works contract for Construction of slabs and installation of long term medical tents at health facilities in Busoga region.

2. ITEMS

This public contract consists of the items listed under section 5. Technical specification and BOQ attached in the annex.

No.	District	Facility	Distance from the district	Scope of works
1.	Kamuli	Nankandulo HCIV	35.7km South of Kamuli town	Construction of slabs and installation of long term medical tents
2.	Jinja City	Budondo HCIV	16.8km Northwest of Jinja city.	Construction of slabs and installation of long term medical tents
3.	Jinja DLG	Buwenge HIV	27.6km North of Jinja	Construction of slabs and installation of long term medical tents

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.

3. DURATION OF THE PUBLIC CONTRACT

The contract duration is 9 months. The implementation period starts on the day of site handover and shall last for 3 (three) months up to provisional acceptance. Thereafter the defect liability period shall commence and end after 6 months up to final acceptance.

4. VARIANTS

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

5. OPTIONS

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 Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in the following platform:

- Website of Enabel (<https://www.enabel.be/public-procurement/>)
- This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

Public procurement administrator

The awarding of this public contract is coordinated by: Contracts Service Centre, which is reachable via email: uga_csc_contracts@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.

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 (uga_csc_contracts@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.

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 0 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

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

5. DATA TO BE INCLUDED IN THE TENDER

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.

The tender and all annexes to the tender form must be drawn up in: **English**.

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.

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.

Administrative Proposal

The tenderer must use the tender forms provided in the annex:

The administrative proposal shall respect the following structure

- Identification forms
- Financial Identification Form **(along with an account confirmation letter from the bank and bank signatory information. This account shall not change throughout the contract duration and implementation)**
- Declaration on honour - Exclusion grounds
- Integrity form
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s))
- List of subcontractors
- Signed CVs and academic documents of the experts
- List of equipment (with proof ownership i.e purchase receipt, motor vehicle logbooks (even for vehicles on lease) and or lease agreement)

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.

Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- Identification forms
- Financial Identification Form signed by all participants
- Declaration on honour - Exclusion grounds
- Integrity form
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s))
- The association agreement signed by each participant, clearly showing who represents the Association

Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

The successful tenderer shall be required to provide the following documents before award;

- Valid Tax Clearance Certificate (e.g. URA, as applicable)
- Valid Social Security Contribution Certificate (e.g. NSSF as applicable)
- Valid extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. Certificate of good conduct from Interpol).

Technical Proposal

The technical proposal may be presented in free format. The proposal shall not exceed ten pages and shall respect the following structure and page limit;

- Technical methodology (max. 5 pages)
- Project management (max. 5 pages)

Financial Proposal

The tenderer shall use the tender form included in section 8. Forms (3. Financial proposal) to present the financial offer. The tenderer shall also include a copy of the BoQs in excel format as part of their submission.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

This public contract is a lump-sum price contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.

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.

8. ELEMENTS INCLUDED IN THE PRICE

The tenderer is to include in his global 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**. For the provision of services in Uganda, the attention of tenderers who are non-tax residents of Uganda is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Uganda. The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

The global 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:

- Where applicable, the measures imposed by occupational safety and worker health legislation;
- All works and supplies, such as bracing, sheet piling, and drainage, necessary to prevent landslips and other damage and to remedy these if required;
- The perfect preservation, potential relocation, and redeployment of cables and pipes encountered during excavation, earthworks, and dredging, provided that these actions are not legally the responsibility of the owners of such cables and pipes;
- Removal, within the confines of the excavations, earthworks, and dredging necessary for construction, of:
 - a) Earth, mud, gravel, stones, rubble, riprap, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris, and waste materials;
 - b) Any rock, regardless of size, where the procurement documents specify that the earthworks, excavation, and dredging are to be carried out in rocky terrain, and, in the absence of this

statement, any rock and any blocks of masonry or concrete with an individual volume not exceeding half a cubic metre;

- The transportation and disposal of excavated material, either away from the property of the contracting authority or to locations within the sites for re-use, or to designated dumping sites, in accordance with the procurement documents;
- All overheads, incidental expenses, and maintenance costs during the performance of the contract and the warranty period;

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

The tenderer must duly fill out the Bills of Quantities attached in Excel format and submit it with his tender. The contracting authority reserves the right to exclude the tender that is not duly filled out. Any omission, alteration and/or deletion in the Bill of Quantities (description, quantities and/or formulas) can be considered as a substantial irregularity leading to the exclusion of the tender

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

Without prejudice to any variants, the tenderer may only submit one tender per contract.

The tenderer submits his tender as follows:

The duly completed and signed tender shall be submitted only by e-mail; uga_csc_tenders@enabel.be and only as attachments and not via a link to a platform. The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

The tenderer shall submit the administrative, technical and financial proposals as separate email attachments. The subject of the e-mail shall clearly mention the procurement reference number and the contract title, as stated on the cover page of the tender specifications, as well as the name of tenderer.

The tenders shall be received by the Contracting Authority before **28th August 2026, at 10:00 am, Kampala time** at the latest. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

NOTE: Upon the electronic submission of your tender, you will receive an automatic reply from the Enabel Contracts Service Center as confirmation of receipt of your tender. In case you don't receive the automatic

reply after you submit a tender, please contact Enabel immediately using the email addresses stated under the section on “information” in this tender document or through telephone No. 0393-256-370 as most likely, your tender may not have reached the Enabel servers

10. TENDER SIGNATURE

The tender and all accompanying documents must be numbered and signed by the tenderer or his/her representative in the Powers of attorney. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorized to commit the tenderer.

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.

When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

The opening of the tenders will take place on the day of the final date for receiving tender indicated above. Tenders not received before this time shall be rejected. The opening shall take place behind closed doors.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications.

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.

The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.

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.

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.

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. 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.

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.

13. QUALITATIVE SELECTION

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.

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 15 subject to the regularity of

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 30,000 Euros during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in construction works
Minimum Standard	Minimum of 1 assignment within the scope of the contract which was totally and successfully completed in the last 3 years.
2.2	Sufficient human resources

Minimum standard	Minimum of 1 expert for each of the profiles defined under section 5 technical specification. (attach signed CVs and academic documents)
2.3	Sufficient equipment
Minimum standard	Minimum equipment required under section 5 technical specification. (attach proof ownership i.e purchase receipt, motor vehicle logbooks (even for vehicles on lease) and or lease agreement)

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:

- all participants submitting a joint bid as a consortium of economic operators;
- 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.

For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

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.

14. OVERVIEW OF THE PROCEDURE

In the first phase, the tenders submitted by the tenderers will be evaluated as to their formal and material regularity.

The contracting authority reserves the right to have the irregularities in a tender regularized.

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 15). 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.

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 are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will 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 15) will be designated the successful contractor for this public contract, after having been verified for absence of exclusion grounds.

15. AWARD CRITERIA

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 proposes a technical methodology, and a project management plan based on the instructions given in the technical specifications. They are subject to evaluation according to the following sub-criteria:

No.	Qualitative Award Criteria	Max. Points: 40
1.	Quality of the proposed Technical Methodology (Work processes, construction techniques from site handover to end of DLP)	15
2.	Quality of the proposed project management (Quality management plan, work plan and schedule of activities, risk management plan and non-disruptive plan)	25

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

- Price: 40 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40$$

The scores for the award criteria will be added up. This public contract will be awarded to the tenderer whose tender has 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.

16. AWARDED THE PUBLIC CONTRACT

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

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.

17. CONCLUDING THE CONTRACT

In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.

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

The full public contract consists of the following documents:

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

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

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.

These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

1. 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.

2. MANAGING OFFICIAL (ART. 11)

The managing official for this public contract is Benedicte Briot, Project Manager, email; benedicte.briot@enabel.be to be assisted by Frank Waibale, infrastructure expert, email: frank.waibale@enabel.be

The managing official is responsible for overseeing the performance of the contract.

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.

- 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.
- 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.

- 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.

3. CONFIDENTIALITY (ART. 18)

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.

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.

4. PROTECTION OF PERSONAL DATA

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.

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.

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

The contracting authority does not acquire the intellectual property rights created, developed, or used during performance of the public contract.

Unless otherwise specified in the procurement documents and without prejudice to clause 0, 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.

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.

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.

SECTION (B) – FINANCIAL GUARANTEES

6. INSURANCE (ART. 24)

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.

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.

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.

7. PERFORMANCE BOND (ART. 25 TO 33)

Scope and amount (Art. 25)

A performance bond set at 5% of the total value of the contract, excluding VAT shall be required for this public contract.

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 services. 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 for the specific requirements of the contract.

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 service provider 's business' for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Posting of the performance bond (Art. 27)

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

- 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;
- 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;
- 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;
- Guarantee: Provide the deed of undertaking of the credit institution or the insurance company.

Proof of deposit (Art. 27)

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

A deposit receipt from the Deposit and Consignment Office or a similar public institution;

A debit notice from the credit institution or insurance company;

A deposit certificate issued by the State Cashier or a similar public institution;

The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;

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 service provider and, where relevant, that of the third party that made the deposit on the service provider '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.

Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after acceptance of the entire order.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

8. 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.

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

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.

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.

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

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

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. This clause 10 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

11. REPLACEMENT OF THE CONTRACTOR (ART. 38/3, °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”).

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.

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:

- 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;
- 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.

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

Price revisions are not allowed under this contract.

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

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.

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.

When activities are suspended, based on this clause 0, 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 unfavorable weather conditions, theft or other malicious acts.

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

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not due to unfavorable 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;
- The suspension occurs during the contract's performance period.

14. UNFORESEEABLE CIRCUMSTANCES

As a general rule, the contractor is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

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 14. 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.

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

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.

Such price revision is only possible if both the following conditions apply:

- The change entered into force after the tenth day preceding the deadline for submission of tenders, and
- 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”.

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.

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

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.

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 0, regardless of whether the contracting authority is aware of the facts or circumstances.

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

17. MEANS OF CONTROL (ART. 82)

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.

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.

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.

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.

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

18. PERFORMANCE PERIOD (ART. 76)

The contractor must complete the works within 3 (three) calendar months, starting on the day of site handover up to provisional acceptance. Thereafter the defect liability period shall commence and end after 6 calendar months up to final acceptance.

19. PROVISION OF LAND (ART. 77)

The works must be carried out at the address specified under section 5. Technical specification.

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

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 contracting authority wishes to provide the following lands necessary for the performance of the contract, to the contractor:

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.

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.

20. LABOUR CONDITIONS (ART. 78)

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.

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.

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:

- Name;
- First name;
- Actual occupation per day on the construction site;
- Date of birth;
- Job title;
- Qualifications.

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

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

During the performance of the works, the 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.

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 neighboring properties and prevent any disturbances caused by his actions.

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.

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.

22. WORKS LOGBOOK (ART. 83)

Upon reception of the notification of contract conclusion, the contractor shall provide the necessary works logbooks to the contracting authority.

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:

- Weather conditions;
- Interruptions to work caused by adverse weather conditions;
- Working hours;
- The number and capacity of workers employed on the site;
- Materials supplied;
- Equipment used and equipment out of service;
- Unforeseen events;
- Minor amendment orders;
- 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.

Failure to provide the above documents may result in the application of penalties.

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.

If any observations are deemed unjustified, the contractor will be notified by registered letter.

23. LIABILITY OF THE CONTRACTOR (ART. 84)

The contractor shall be held liable for all works performed by him or his subcontractors until the final acceptance of all works.

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.

Any repairs to address shortcomings shall be performed in accordance with the instructions of the contracting authority.

24. FAILURE OF PERFORMANCE (ART. 44)

The contractor shall be considered in breach of this public contract under the following circumstances:

- a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- c) 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). 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.

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".

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

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".

If the works are not completed within the period specified in clause 0, 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 working days;

M = initial procurement value;

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

n = number of working days of delay.

If M is less than EUR 75.000 and N is no more than 150 working days, N^2 will be replaced by $150 \times N$.

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 working days, the maximum fine will be:

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

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.

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

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. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the contractor has explicitly acknowledged the identified shortcomings.

The measures as of right are:

- 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;
- Completion of all or part of the unfulfilled contract by the contracting authority itself;
- 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.

27. 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.

28. 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:

- a) By assigning to the constituent elements of the prices, contractually specified for revision, the values applicable during the period of delay in question; or
- b) 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

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

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. 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.

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 30).

The warranty period will commence on the date provisional acceptance is granted and will last for 6 (six) months.

Within 15 (Fifteen) calendar days before the expiry of the warranty period, a report confirming final acceptance or refusal of acceptance will be issued.

The contractor remains liable for all works performed by themselves or their subcontractors until final acceptance of all works.

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.

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".

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

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.

Only works that have been performed correctly may be invoiced.

The invoice must be issued in **Euros**.

All invoices must be addressed to:

Francis Omona

Financial Controller

francis.omon@enabel.be

Enabel in Uganda

The invoice must include a detailed description of the works justifying the payment, a signature and date,

the statement: “Certified true and sincere for the amount of EUR (amount in words)”, the reference “UGA22009-10358” and the name of the managing official.

Payments will be made via bank transfer(s) only.

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

For each item, the progress report includes:

- Total quantities to be achieved in accordance with departure measurements;
- The quantities already achieved and registered in the progress report of the preceding month;
- The quantities achieved during the month;
- Total quantities achieved by the end of the month;
- The unit prices of the order;
- The total prices of the quantities achieved during the month for each of the items;
- The total price of the invoice of the month.

31. ADVANCE PAYMENTS

Notwithstanding clause 23.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the supplier. The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

- 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;
- 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;
- 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

The advance is calculated on the basis of the reference value of the public contract, i.e.:

- If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
- If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;
- In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken

into account.

No advance is granted before:

- Notification of the conclusion of the public contract;
- A written dated demand submitted to the contracting authority;
- 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.

Payment of the advance may be suspended if it is found that the supplier 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.

The advance granted is charged to the amounts owed to the supplier, as follows:

The first half of the advance payment shall be offset against the sums due to the supplier when the value of the supplies 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 supplier when the value of the supplies performed reaches 60 per cent of the original order amount.

5. TECHNICAL SPECIFICATION

1. REQUIREMENTS FOR THE WORKS

Technical Methodology

The contractor shall apply the technical methodology for the construction of slabs and installation of long term medical tents and the deliverables that is most suitable for achieving the results in accordance with the requirements laid down in the specifications and industry's best practices.

Scope and tasks

The description of the scope of this tender is indicated in the table below. The works sites shall be as follows.

No.	District	Facility	Distance from the district	Scope of works
1.	Kamuli	Nankandulo HCIV	35.7km South of Kamuli town	Construction of slabs and installation of long term medical tents
2.	Jinja City	Budondo HCIV	16.8km Northwest of Jinja city.	Construction of slabs and installation of long term medical tents
3.	Jinja DLG	Buwenge HIV	27.6km North of Jinja	Construction of slabs and installation of long term medical tents

The specific requirements and detailed scope of work are included in the Bills of Quantities that are annexed to this tender specification document.

2. Project Management

For each site, the contractor undertakes to deliver a project management plan to be approved by the contracting authority and her advisors within 14 calendar days following contract kick off meeting.

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

The project management plan must be consistent with the work planning. It will be aligned with the work planning and will be based on the same document.

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

In particular, he will plan:

- Set dates for delivering implementation plans that he needs,
- The placing of orders to his suppliers and subcontractors.
- The presentation in due time of samples and technical forms of products submitted for preliminary technical acceptance if any.
- Measuring the works and the workshop manufacture period, if applicable.
- Indication of deadlines dates for decisions to be taken by contracting authority.

- Indication of deadline dates for the conclusion of modifications to orders being elaborated.
- Indication of deadline dates for the achievement of works performed by other businesses
- Registration, in due time, of the measurements of the works. etc.

The contractor shall submit samples of materials to the contracting authority for approval before commencing the works.

3. Quality Management

The works shall comply with the contract documents. Even in the absence of detailed technical specifications in contract documents, the work, supplies and services shall comply in all respects with good practice.

4. Requirement for resources

Human resources

The contractor shall be required to assemble the following key staff and submit their CVs and academic documents/transcripts with their bid for review. The contractor shall ensure the availability of the key staff throughout the implementation period. The key staff will not be replaced during the implementation of the contract without prior written approval by the contracting authority. The key staff include:

Team lead (Site engineer); with at least a Bachelor's degree in Civil/Building Engineering and a minimum of 5 years' general experience in construction works. The experience should be after graduation in relevant qualifications.

Availability: Full time

Building works foreman; with at least an ordinary diploma in civil/building engineering and a minimum of 3 years' general experience in construction. The experience should be after graduation in relevant qualifications.

Availability: Full time on site.

Requirements for the equipment

The contractor shall assemble all tools necessary to perform the works under the contract, including but not limited to the following;

No.	Equipment type and characteristics	Minimum quantity required
1.	Concrete mixer (minimum 1m3) and poker	1
2.	Tipper truck / dumper (3 ton)	1

For all the above equipment, the contractor shall be required to provide proof of ownership or lease agreements the equipment i.e. purchase receipts for owned equipment, Lease agreement for leased equipment and Motor vehicle logbooks, including for leased vehicles.

Bills of quantities

The bills of quantities are attached separately as an annex to these documents.

6. SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

Financial Statement

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

Financial data	Year 3 in € or NC	Year 2 in € or NC	Year 1 in € or NC	Average in € or NC
Annual turnover, excluding this contract				

The tenderer must submit his/her approved financial statements (audited books) for the last three financial years, or an appropriate supporting document, such as a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.

TECHNICAL AND PROFESSIONAL APTITUDE

1. LIST OF MAIN SIMILAR ASSIGNMENTS

Description of the similar assignment totally performed	Location	Amount involved	Completed date in the last 3 years (only totally performed assignments)	Name of the public or private bodies

Certificates of completion

For each of the assignments listed, the tenderer shall provide in the administrative proposal as annexes to this form the following: Evidence of completion of the work such as a completion certificate/a copy of the Signed contract/award letter/LPO

Note: - For similar assignments where the tenderer was subcontracted, the value of the subcontract should be clearly stated and certified by the main contractor / supervising consultant.

2. STAFF QUALIFICATION AND EXPERIENCE

The tenderer shall ensure the availability of qualified staff capable of performing the contract effectively. The

tenderer must include in their submission an overview of the staff to be assigned to the contract by completing the table hereunder, detailing their qualifications, degrees, and relevant professional experience.

Proposed position	Name of expert	Academic qualification	Years of general experience	Years of specific experience
Team lead (Site engineer)				
Building works foreman				

3. LIST OF EQUIPMENT AND TOOLS

No.	Equipment type and characteristics	Minimum quantity required	Year of manufacture	Model/power rating	Source i.e Owned/ Leased
1.	Concrete mixer (minimum 1m3) and poker	1			
2.	Tipper truck / dumper (3 ton)	1			

4. SUBCONTRACTING

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

7. OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

Administrative proposal

- Identification forms
- Financial Identification Form **(along with an account confirmation letter from the bank and bank signatory information. This account shall not change throughout the contract duration and implementation)**
- Declaration on honour - Exclusion grounds
- Integrity form
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s))
- List of subcontractors
- Signed CVs and academic documents of the experts
- List of equipment (with proof ownership i.e purchase receipt, motor vehicle logbooks (even for vehicles on lease) and or lease agreement)

Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- Identification forms
- Financial Identification Form signed by all participants
- Declaration on honour - Exclusion grounds
- Integrity form
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s))
- The association agreement signed by each participant, clearly showing who represents the Association

Technical Proposal

- Technical methodology (max. 5 pages)
- Project management (max. 5 pages)

Financial Proposal

The tenderer shall use the tender form included in section 8. Forms (3. Financial proposal) to present the financial offer and excel BOQ.

8. FORMS

1. PROCEDURAL DOCUMENTS – TENDER FORMS

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</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation)

	☐ other (please specify):
REGISTRATION NUMBER (if applicable)	
VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

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>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

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	

Financial identification form

This form must be completed, signed and accompanied by an account confirmation letter from the bank and bank signatory information.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

BANKING DETAILS	
ACCOUNT NAME 1	
IBAN/ACCOUNT NUMBER ²	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	
ADDRESS OF BANK BRANCH	
STREET & NUMBER	
STREET & NUMBER	
POST CODE	
COUNTRY	
ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK	
ACCOUNT HOLDER	
STREET & NUMBER	
TOWN/CITY	
POST CODE	
COUNTRY	
SIGNATURE OF ACCOUNT HOLDER (Obligatory)	
NAME:	DATE (Obligatory)
TITLE:	

¹ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

² Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

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	works which will be engaged <i>(if applicable)</i>

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. FINANCIAL PROPOSAL

Tender Form

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

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

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in **Euros** and exclusive of VAT: Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender. In order to correctly compare the tenders, the duly signed information or documents mentioned under preparation of Tenders.

No.	Description	Lump-sum unit prices exc. VAT
1.	Construction of slabs and installation of long term medical tents	€
Total price VAT excl.		€
VAT percentage (if applicable):		%

Note: Tenderers shall duly fill out the bill of quantities attached in Excel and provide a soft copy with the tender

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

Date:

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:			

5. INTEGRITY STATEMENT FOR THE TENDERERS

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

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

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

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

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

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

.....

Place, date