



TENDER SPECIFICATIONS

Public work contract for “**Construction of Perimeter Fence and Site development works at Nsumbu Environmental and climatic monitoring center and at the Lake Tanganyika research unit**”

Reference №: **BDI25003-10004**

Country: **Zambia**

Negotiated Procedure without Prior
Publication

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
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<i>Deadline for submission of tenders:</i>	23 October 2026 at 12:00/13:00 (CAT/EAT)
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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Zambia, is represented by :

Name	Position
Virginie Hallet	Country Director
Othman Boufaied	Contract Manager

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. 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) Enabels policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabels policy regarding fraud and corruption risk management – June 2019.

- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a works contract, with the subject of the performance of works.
- 1.2. Description of the works: Construction of Perimeter Fence and Site development works at Nsumbu Environmental and climatic monitoring center and at the Lake Tanganyika research unit (livestock and fisheries department) – Mpulungu, Zambia.

2. LOTS

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

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and ends **upon completion of performance** (clause 20 of chapter 4 Special Contractual Provisions).

5. VARIANTS

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

6. OPTIONS

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

7. QUANTITIES

- 7.1. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.
- 1.1. The quantities in the BoQ are estimated. Payment shall be based on the quantities actually executed, measured and accepted, using the contractual unit prices.

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. FURTHER INFORMATION

2.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Alern Mgeni

Procurement Officer

alern.mgeni@enabel.be

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

2.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 2.1 (alern.mgeni@enabel.be), and will be answered in the order received.

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

2.3. Site Visit:

The contractor is advised but not mandatory to conduct a site visit to both locations prior to bid submission to verify all site-specific conditions, dimensions, access routes, existing structures, and any constraints. Interested tenderers may communicate with the managing official of this tender at brightson.ruthahiwa@enabel.be for directives.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

3. VALIDITY PERIOD OF TENDERS

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

4. DATA TO BE INCLUDED IN THE TENDER

- 4.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 4.2. The tender and all annexes to the tender form must be drawn up in:
 - (a) English.
- 4.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 4.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 4.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 4.6. The tenderer also attaches the following to his tender:
 - (a) All documents demanded for the application of qualitative selection (see clause 12 and 6 Selection file) and award criteria (see clause 14);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 4.7. 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:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 4.8. 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.
- 4.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 12 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

5. TENDER CURRENCY

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

6. DETERMINATION OF PRICES

- 6.1. This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 6.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

7. ELEMENTS INCLUDED IN THE PRICE

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

SECTION (C) - SUBMISSION OF TENDERS

8. SUBMISSION OF TENDERS

- 8.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 8.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement, and this because, due to the specialised nature of the public contract, the use of electronic means of communication requires specialised tools, resources or file formats not generally available or where the tools, resources or file formats required are not supported by generally available applications.*
- 8.3. *The specific reasons for requiring the use of paper tenders are: Pursuant to Article 14, §2, points 1°, 2° and 3° of the Law of 17 June 2016 on public procurement, the submission and receipt of tenders must be carried out by postal delivery or any other appropriate courier service. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Zambia. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.*
- 8.4. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted on paper.

The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files on a USB stick.

The submission is to be made in a properly sealed envelope, bearing the following information:

Tender: BDI25003-10004 Public works contract for Construction of Perimeter Fence and Site development works.

To the attention of: **Alern Mgeni, Procurement Officer.**

- 8.5. **The tender must be submitted before 23 October 2026, at 12:00 (CAT)/ 13:00 (EAT)**, in one of the following ways:

- (a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

**Enabel, Belgian agency for international cooperation
14/15 Masaki, Haile Selassie Road Oasis Office Park, 4th Floor
P.O Box 23209,
Dar es Salaam, Tanzania.**

- (b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 8.5 (a).

- 8.6. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause** Error! Reference source not found.. **A tender submitted by email will be discarded.**

9. TENDER SIGNATURE

- 9.1. **The tender and all accompanying documents must be signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 9.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 9.3. 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.

10. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 10.1. Tenders must be in the possession of the contracting authority before **23 October 2026 at 12:00 (CAT) /13:00 (EAT)**.
- 10.2. The tender opening session will take place behind closed doors

11. EXCLUSION GROUNDS

- 11.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).
- 11.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 11.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 12 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. **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.

12. QUALITATIVE SELECTION

- 12.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 12.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 14 subject to the regularity of these tenders.

- 12.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (c) all participants submitting a joint bid as a consortium of economic operators;
 - (d) 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.
- 12.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 12.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

13. OVERVIEW OF THE PROCEDURE

- 13.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 13.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 13.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 14). 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.
- 13.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 13.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 14) will be designated the successful contractor for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

14. AWARD CRITERIA

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

1. Qualitative award criteria: 40%

The tenderers are required to submit a technical offer including the proposed methodology and a project management plan based on the instructions given in the terms of reference. They are subject to evaluation according to the following sub-criteria:

S/No		Max. Points
1	Methodology	15

2	Work Programme	10
3	Quality Control Plan	5
4	Risk Management	5
5	Execution Strategy	5

Only tenderer obtaining at least 20 points out of 40 in the technical evaluation shall proceed the financial evaluation.

2. Price: 60%

Each tender should quote a fixed unit price. The bid offering the lowest evaluated price will receive the maximum score of 60 points.

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

All other offers will be scored proportionally using this formula

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

15. AWARDING THE PUBLIC CONTRACT

- 15.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 15.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

16. CONCLUDING THE CONTRACT

- 16.1. 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.
- 16.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 16.3. The full public contract consists of the following documents:
- (a) These tender specifications and their annexes;
 - (b) The approved BAFO and all of its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 16.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

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

5. CONFIDENTIALITY (ART. 18)

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

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

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the contractor

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

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

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

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent licence for the results protected by intellectual property law. This license must cover the modes of exploitation necessary for performance of this public contract.

SECTION (B) - FINANCIAL GUARANTEES

8. INSURANCE (ART. 24)

- 8.1. The contractor shall take out insurance policies covering liability for occupational accidents and third-party liability arising from the performance of this public contract. The contractor shall also obtain any other insurance policies required by the procurement documents.
- 8.2. Within **thirty days** from the conclusion of the contract, the contractor must provide evidence of these insurance policies by submitting a certificate that specifies the extent of the liability coverage required by the procurement documents.

- 8.3. At any time during the performance of this public contract, the contracting authority may request updated proof of insurance. the contractor must provide a certificate of insurance within fifteen days of receiving such a request from the contracting authority.

9. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

10. CONFORMITY OF PERFORMANCE (ART. 34)

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

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

- 11.1. At the request of the contractor, the contracting authority shall provide, free of charge and, where possible, in digital form, a complete set of plans that served as the basis for awarding the contract. The contracting authority is responsible for ensuring that these copies conform to the original plans.
- 11.2. The contractor must retain all documents and correspondence related to the award and performance of the contract and make them available to the contracting authority until the final acceptance of the contract.

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

- 12.1. The contractor must prepare, at their own expense, all detailed plans and work plans required for the successful performance of the contract.
- 12.2. The procurement documents specify which plans require approval by the contracting authority. The contracting authority has 30 days to approve or reject the plans, starting from the date of their submission.
- Any corrected documents must be resubmitted for approval, with the contracting authority having 15 days to review them, provided the corrections do not result from new demands made by the contracting authority.
- 12.3. This clause 12 also applies to the other documents and objects that the contractor prepares or produces to complete the contract.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

13.1. Scope

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

13.2. Nature of the amendment

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

13.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the contractor's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

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

- (a) 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 ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

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

documents (the tender specifications and the original tender of the initial or new contractor), shall continue to apply unchanged.

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

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

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

Price revisions are not allowed under this contract.

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

- 15.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 15.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 15.3. When activities are suspended, based on this clause 15.3, the contractor is required to take all necessary precautions, at his expense, to protect the works already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 15.4. The contractor has a right to damages for suspensions ordered by the contracting authority when:
 - (a) 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;
 - (b) The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 - (c) The suspension occurs during the contract's performance period.

16. UNFORESEEABLE CIRCUMSTANCES

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

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

17.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.

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

- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
- (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".

17.3. In the event of an increase in charges, the contractor must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the contractor proves that he paid the charges at the old rate.

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

18.1. The contracting authority or the contractor who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the contractor should normally have known about them.

18.2. The contractor may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 18.1, regardless of whether the contracting authority is aware of the facts or circumstances.

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

19. MEANS OF CONTROL (ART. 82)

19.1. The contractor shall notify the contracting authority of the precise locations of works in progress on its site, in its workshops and factories, as well as on the premises of its subcontractors and suppliers.

19.2. Without prejudice to the technical inspection procedures to be carried out on-site, the contractor shall at all times grant the managing official and the representatives appointed by the contracting authority free access to the production sites for the purpose of monitoring the strict application of the contract, particularly regarding the origin and quality of the products.

19.3. Where the contracting authority supervises the place of manufacture, no delivery may, on pain of refusal, be dispatched to the construction site until it has been approved for dispatch by the representative of the contracting authority.

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

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

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

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

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

SECTION (F) - PERFORMANCE MODALITIES

20. PERFORMANCE PERIOD (ART. 76)

- 20.1. The contractor must complete the works within **92 (ninety-two) calendar days as from the day of site possession.**

21. PROVISION OF LAND (ART. 77)

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

1. **Nsumbu Environmental and Climatic Monitoring Center** Near Lakeview Lodge, Nsumbu Bay, Nsama, Zambia, Coordinates: 8°31'5.87"S, 30°28'54.26"E
2. **Lake Tanganyika Research Unit** (Department of Fisheries and Livestock – Government Office) Mpulungu, Zambia

Key Location Considerations:

- Both sites are operational research / government facilities
- Proximity to Lake Tanganyika
- Remote / rural access conditions may apply
- Works must be carried out with minimal disruption to ongoing research, monitoring and office activities

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

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

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

22. LABOUR CONDITIONS (ART. 78)

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

- 22.2. The contractor, along with any subcontractors at any stage and all personnel providers, is required to pay their respective personnel salaries, bonuses, and allowances in accordance with the rates established by law and collective agreements, including those set by company agreements.
- 22.3. The contractor shall maintain an up-to-date list of all personnel employed on the site, which must be available to the contracting authority at all times, at a location designated by the contracting authority. This list must be updated daily and include at least the following personal information:
- (a) Name;
 - (b) First name;
 - (c) Actual occupation per day on the construction site;
 - (d) Date of birth;
 - (e) Job title;
 - (f) Qualifications.

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

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

24. WORKS LOGBOOK (ART. 83)

- 24.1. Upon reception of the notification of contract conclusion, the contractor shall provide the necessary works logbooks to the contracting authority.
- 24.2. Once the works have commenced, the contractor shall submit two copies of the works logbooks, containing all the required information, on a daily basis to the representatives of the contracting authority. This information includes:
- (a) Weather conditions;
 - (b) Interruptions to work caused by adverse weather conditions;

- (c) Working hours;
- (d) The number and capacity of workers employed on the site;
- (e) Materials supplied;
- (f) Equipment used and equipment out of service;
- (g) Unforeseen events;
- (h) Minor amendment orders;
- (i) Attachments and quantities performed for each item and in each zone of the construction site. These attachments must accurately and comprehensively represent all work performed, including quantities, dimensions, and weights.

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

24.4. If the contractor does not submit remarks by registered letter sent within 15 days of the disputed entry or detailed notes, they will be deemed to agree with the annotations made in the logbooks or detailed attachments.

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

25. LIABILITY OF THE CONTRACTOR (ART. 84)

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

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

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

SECTION (G) - MEANS OF ACTION

26. FAILURE OF PERFORMANCE (ART. 44)

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

- (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).

26.2. The contractor must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

26.3. Any defects that can be attributed to the contractor may result in the application of one or more measures as provided in Articles 45 to 49, 86 and 87 of the “GIR”.

27. PENALTIES (ART.45)

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

- Failure to submit administrative or technical documents within the deadline established during site meetings or by administrative order.
- Failure to implement observations, corrective measures, or administrative orders issued by the Contracting Authority through the Managing Official within the prescribed deadline. The penalty shall apply from the expiry of the deadline until the required action has been fully completed.
- Replacement of a staff member without the prior approval of the Contracting Authority. The penalty shall apply from the date of the unauthorized replacement until either (i) the replacement is approved by the Contracting Authority, (ii) the original staff member resumes their duties, or (iii) another replacement acceptable to both parties is appointed. Penalties already accrued shall remain due and shall not be cancelled retroactively.
- Failure to attend a site meeting or coordination meeting, or failure to be validly represented at such meeting. In this case, a lump-sum penalty of EUR 150 shall be applied for each absence.

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

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

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

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

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

Where:

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

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

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

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

partial period of P days, the maximum fine will be:

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

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

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

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

- 29.2. The measures as of right are:

- (a) 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;
- (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
- (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

30. OTHER SANCTIONS (ART. 48)

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

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

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

- (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

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

32.1. The managing official will closely follow up the works during their performance. The works will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

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

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

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

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

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

32.4. The warranty period will commence on the date provisional acceptance is granted and will last for **6 months**.

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

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

32.7. During the warranty period, the contractor must carry out any necessary repairs to restore the work to a good state of operation and maintain it in this condition. However, after provisional acceptance, the contractor will not be liable for damages the causes of which are not attributable to him.

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

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

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

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

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

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

- 33.1. The contracting authority shall verify and pay the amount due to the contractor within a processing period of thirty days from the date of receipt by the contracting authority of the statement of claim and the detailed statement of work carried out. However, payment can only be made on condition that the contracting authority is in possession of the duly established invoice.

- 33.2. Only works that have been performed correctly may be invoiced. The invoice must be issued in EURO.

- 33.3. All invoices must be addressed to: tanzania.admin@enabel.be with the Managing Official's email in copy.

The invoice must include:

1. Purchased order (PO) number. Invoices without the PO number will not be processed;
2. The corresponding acceptance report signed by the Managing Official.
3. The physical copy of the EFD receipt (if applicable)

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

- 33.5. The Contractor shall be paid for works that have been duly inspected, verified, and approved by the Managing Official.

- 33.6. Payment will be made in accordance with one of the following arrangements:

Payment Stage	Basis of Payment	Payment Trigger
Interim Payments	Payment based on the measured value of completed works in accordance with the approved BOQ rates, subject to a 5% retention deduction for each IPC. The minimum IPC value is Eur 5,000.	Submission of interim payment application, verification of measurements, and certification of completed works by the Supervising Engineer/Enabel.
Final Payment	Payment of the 5% retention deductions at the end of the DLP period (6 months after provisional acceptance) and fulfilment of contractual requirements.	Completion of all works, final measurement, submission of required completion documentation, issuance of the handover/completion certificate, and addressing all snags identified during the DLP period.

- 1.2. Payments shall be made based on the measured value of completed works in accordance with the approved Bill of Quantities (BOQ) and contract rates. The Contractor shall submit interim payment applications supported by detailed measurements, progress report, and relevant supporting documentation for verification and certification by the Supervising Engineer/Enabel.

Interim payment applications shall have a minimum certified value of EUR 5.000. The Contractor shall not submit payment requests for amounts below this threshold.

A retention of five percent (5%) shall be deducted from each certified interim payment. The retained amount shall be released 6 months after provisional acceptance, subject to satisfactory completion of the works and rectification of any identified defects.

34. ADVANCE PAYMENTS

No advance payment will be made for this contract.

5 TERMS OF REFERENCE

1. GENERAL INTRODUCTION

Lake Tanganyika is one of the world's largest and deepest freshwater lakes and a critical transboundary resource shared by Tanzania, Burundi, the Democratic Republic of Congo (DRC), and Zambia. The lake supports the livelihoods of more than 10 million people, hosts exceptional endemic biodiversity, and underpins regional fisheries, water supply, and climate regulation. It is, however, under increasing pressure from rapid population growth, unplanned urbanization, deforestation, climate variability, pollution, and growing demand for energy and infrastructure.

In response, the European Union and the Wallonia Region of Belgium funded the Lake Tanganyika Water Management (LATAWAMA) Project. LATAWAMA strengthened institutional capacities for integrated water resource management, improved water-quality monitoring networks, and invested in sustainable infrastructure across the four riparian countries. A major outcome was equipping monitoring and research stations that generate reliable data for decision-making.

Building directly on these achievements, the TAKIWAMA Project (Integrated Water Management in Lake Tanganyika and Lake Kivu Basin), implemented by Enabel with European Union support, consolidates gains and advances biodiversity conservation, climate resilience, and inclusive multi-stakeholder dialogue. On the Zambian side of the basin, two priority facilities require urgent physical security and site upgrading:

- The **Nsumbu Environmental and Climatic Monitoring Center**, located in the Nsumbu area, serves as a key node in the regional climate and environmental observation network. It collects long-term data on meteorological parameters, water quality, and ecosystem health that feed into basin-wide early-warning and management systems.
- The **Lake Tanganyika Research Unit** under the Livestock and Fisheries Department in Mpulungu is a critical operational base for fisheries research, stock assessment, and community outreach along the Zambian shoreline. The unit supports the generation of scientific evidence used in transboundary fisheries management and policy dialogue.

Both sites currently lack adequate perimeter security. Uncontrolled access exposes valuable monitoring equipment, research infrastructure and interference. In addition, incomplete site development (absence of lighting, bare ground, and degraded access points) undermines operational efficiency, staff safety, and the professional image of these regional facilities. Completing the perimeter fence and associated site works is therefore essential to protect public investment, ensure continuous data collection, and enable the stations to fulfil their mandates under TAKIWAMA as secure, functional hubs for environmental monitoring, fisheries research, and stakeholder engagement.

2. OBJECTIVES

The overall objective is to construct complete perimeter fencing systems and complementary site-development works at the Nsumbu Environmental and Climatic Monitoring Center and the Lake Tanganyika Research Unit (Livestock and Fisheries Department) in Mpulungu so that both facilities become secure, functional, and professionally presented operational bases.

Specific objectives are to:

- Provide continuous, durable, and aesthetically appropriate perimeter security that deters unauthorized entry while allowing controlled vehicular and pedestrian access;
- Establish solid reinforced-concrete foundations, galvanized steel posts, heavy-duty chain-link mesh, and multi-strand barbed-wire topping that meet or exceed national and international standards for institutional fencing;
- Install robust vehicle and pedestrian gates complete with reinforced concrete pillars, locking mechanisms, and all necessary hardware;

- Equip both compounds with solar-powered LED street/compound lighting to improve night-time security and operational safety;
- Complete site landscaping (tree planting, grassing/turfing) and, at the Research Unit, additional finishing works (external painting, fascia boards, ventilated soffits, and reinforced entry steps) that enhance durability, appearance, and usability;

Achievement of these objectives will enable the two stations to operate securely and efficiently as regional reference points for climate and environmental monitoring, fisheries research, and transboundary water governance.

3. SCOPE OF WORKS

The Contractor shall execute all works described in the project Bill of Quantities (BOQ) for the two sites. The scope is organised into three Bills and covers every activity from site establishment through final handover.

No.	Work Description
1	GENERAL & PRELIMINARY (BOTH SITES)
1.1	Site establishment, temporary works, protection of existing structures/equipment, utilities, security, insurance, H&S compliance, and demobilization with final clean-up of both sites
2	NSUMBU ENVIRONMENTAL AND CLIMATIC MONITORING CENTER – FENCE WORKS AND SITE DEVELOPMENT
2.1	Clear fence line; excavate continuous strip footing (150×150×300 mm) and post-pad foundations (400×400×400 mm) at 3.00 m centres; dispose of spoil; prepare formation
2.2	Set out perimeter; supply and erect HDG steel posts (intermediate CHS Ø76×3.2 mm; corner/end CHS Ø89×3.6 mm with braces) at 3.00 m centres, post length 3.0m to accommodate the 2.4 m mesh, barbed-wire extension and required foundation embedment , set plumb.
2.3	Supply, place and cure Grade C20/25 concrete for strip footing and all post-pad foundations; compact, level and cure minimum 7 days
2.4	Supply and install heavy-duty galvanized Olympic/chain-link mesh (50×50 mm, 3.15 mm PVC-coated or 2.7 mm HDG), 2.40 m high, with tension wire, stretcher bars and top rail
2.5	Supply and install three strands of galvanized barbed wire on 45° HDG angle security arms; total fence height 2.85 m
2.6	Supply, fabricate and install one vehicle gate (= 2,550×5,600 mm) and one pedestrian gate (≈2,550×1,200 mm) complete with reinforced foundations, blockwork pillars, fittings and paint
2.7	Supply and install complete solar-powered LED street/compound lights on galvanized poles (4–6m) with panel, battery, sensor and concrete foundations in C25/30
2.8	Supply and plant approved climbing plants along the perimeter fence line (approximately 190 m, typically 1.5–3 m centres), complete with planting pits, topsoil/compost, planting, staking/support, initial training onto the fence, watering and establishment.
2.9	Supply and plant trees within the compound/open areas as directed, complete with all necessary establishment works
3	LAKE TANGANYIKA RESEARCH UNIT / LIVESTOCK AND FISHERIES DEPARTMENT – MPULUNGU – FENCE WORKS, SITE DEVELOPMENT AND ASSOCIATED WORKS

3.1	Clear fence line; excavate continuous strip footing (150×150×300 mm) and post-pad foundations (400×400×400 mm) at 3.00 m centres; dispose of spoil; prepare formation
3.2	Set out perimeter; supply and erect HDG steel posts (intermediate CHS Ø76×3.2 mm; corner/end CHS Ø89×3.6 mm with braces; gate posts CHS Ø114×4 mm) at 3.00 m centres, 3.20 m long, set plumb
3.3	Supply, place and cure Grade C20/25 concrete for strip footing and all post-pad foundations; compact, level and cure minimum 7 days
3.4	Supply and install heavy-duty galvanized Olympic/chain-link mesh (50×50 mm, 3.15 mm PVC-coated or 2.7 mm HDG), 2.40 m high, with tension wire, stretcher bars and top rail
3.5	Supply and install three strands of galvanized barbed wire on 45° HDG angle security arms; total fence height 2.85 m
3.6	Supply, fabricate and install one vehicle gate (≈2,550×5,600 mm) and one pedestrian gate (≈2,550×1,200 mm) complete with reinforced foundations, blockwork pillars, fittings and paint
3.7	Supply and install complete solar-powered LED street/compound lights on galvanized poles (4–6 m) with panel, battery, sensor and concrete foundations in C25/30
3.8	Supply and install recessed or surface-mounted LED ceiling lights (18W-60W) complete with wiring, switches and making good of finishes
3.9	External painting of battery room and associated structures: surface preparation, alkali-resistant primer and two coats weather-resistant exterior paint
3.10	Supply and install new pre-painted treated timber fascia boards (1×10) to eaves, including removal of defective existing fascia and sealing of joints
3.11	Supply and install ventilated moisture-resistant gypsum-board external soffit (9–12 mm) fixed to framing, with ventilation slots/grilles, jointed and prepared for painting
3.12	Construct Stone Masonry entry steps and stone Masonry entry Ramp (approved rise/going, non-slip finish, handrail if required)

4. QUALITY REQUIREMENTS

The Contractor shall execute the renovation works in strict compliance with the following general requirements:

Item	Minimum Requirement	Picture / Reference
Concrete	Grade C20/25 with minimum 28-day characteristic cube strength of 20 N/mm ² ; well compacted and cured for a minimum of 7 days	As specified
Steel Posts	Hot dip galvanized (HDG) CHS posts (Ø76 mm × 3.2 mm intermediate; Ø89 mm × 3.6 mm corner/end with braces; Ø114 mm × 4 mm gate posts); minimum average coating thickness 85 µm	As specified
Fence Mesh	Heavy-duty galvanized Olympic / chain-link mesh, opening 50 × 50 mm, wire diameter 3.15 mm PVC-coated (or 2.7 mm HDG);	As specified

	height 2.40 m; fixed with tension wire, stretcher bars and top rail	
Barbed Wire	Three strands of galvanized barbed wire on 40 × 40 × 4 mm HDG angle security arms inclined at 45°; total fence height 2.85 m	As specified
Gates	Vehicle gate approx. 2,550 mm H × 5,600 mm W; pedestrian gate approx. 2,550 mm H × 1,200 mm W; black steel pipe frame with galvanized mesh or bar infill; heavy-duty fittings and locking mechanisms; solid concrete blockwork pillars with plaster and coping; primed and painted with anti-corrosive primer + two coats black enamel	
Solar Lights	Complete solar-powered LED street/compound lights on galvanized poles (4-6 m); including solar panel, battery pack, automatic dusk-to-dawn sensor/photocell and controllers; Grade C25/30 concrete foundation	
Ceiling Lights	30cm Round Recessed or surface-mounted LED luminaires 18-60 W (or as approved); complete with wiring in PVC conduits, switches and making-good of finishes	
Painting	Surface preparation (cleaning, scraping, repairing cracks); one coat approved alkali-resistant primer/sealer + two coats high-quality weather-resistant exterior emulsion or gloss paint	As specified
Fascia Boards	New pre-painted and treated timber fascia boards (1×10); fixed with appropriate brackets or nails; joints sealed; finish compatible with external paint system	As specified
External Soffit	Moisture-resistant gypsum board (minimum 9–12 mm thick) fixed to timber or metal framing; continuous or discrete ventilation slots/grilles; joints filled and prepared for painting	
Entry Steps and Access Ramp	Stone masonry entry steps and access ramp of approved dimensions, rise, going, and gradient, complete with non-slip finish and suitable handrails/guard rails where required for safe access.	
Trees (along fence line)	Healthy, well-rooted indigenous or suitable ornamental/climbing species (e.g. Bougainvillea or similar) of approved size and quality; free from pests and diseases	

Trees (within compound)	Healthy, well-rooted indigenous shade trees of approved size and quality, including but not limited to African Tulip Tree (<i>Spathodea campanulata</i>), Madagascar Almond Tree (<i>Terminalia mantaly</i>), Flame Tree (<i>Delonix regia</i>), and other locally adapted species approved by the Engineer; free from pests and diseases	
General	All materials shall comply with relevant Zambian or international standards (BS, ASTM, SANS or equivalent). The Contractor shall verify all dimensions on site before fabrication or ordering of materials	

5. TECHNICAL PROPOSAL

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

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

S/No	Criteria	Sub criteria
1	Methodology	Submit a clear, project-specific methodology explaining how the works will be carried out from contract award to completion. The methodology shall describe the sequence of activities and the proposed approach for the key BOQ items at both project sites , including mobilization of manpower, equipment, tools and machinery. It shall demonstrate how the bidder will organize and coordinate resources between the two sites, including where activities can be undertaken concurrently. The methodology shall also identify practical challenges associated with the respective site conditions, including access constraints, soil conditions, wet or muddy ground and other site-specific risks, and explain the proposed measures to address them.
2	Work Programme	Submit a clear and realistic Gantt chart showing the sequence, duration and timing of activities for both project sites . The programme shall clearly identify mobilization, key construction and installation activities, milestones, planned start and completion dates, and the overall contract completion date. It shall demonstrate how resources will be deployed and how activities will be coordinated or carried out in parallel between the two sites to achieve timely completion.
3	Quality Control Plan	Submit a brief, project-specific description of how quality will be controlled throughout the works, including inspection of materials, workmanship, testing, compliance with specifications and correction of defective works. The approach shall cover activities at both project sites.
4	Risk Management	Submit a risk management table identifying at least five (5) key risks relevant to the execution of the works at the two sites, together with practical mitigation measures. Risks should include, where applicable, access constraints, weather/site conditions, availability of materials, equipment and manpower, coordination between sites and potential delays.
5	Execution Strategy	Provide a brief explanation of how the bidder will maintain continuous progress at both sites , effectively manage manpower, equipment, materials and cash flow, coordinate activities between the sites, and avoid unnecessary suspension or delays in order to complete the works within the required contract period.

The Technical Offer shall not exceed **fifteen (15) pages**, excluding the front page and the table of contents.

6 SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

- 1.1. The tenderer must demonstrate a minimum average annual turnover of EUR 30.000 for the financial years 2023, 2024 and 2025.

The following documents shall be submitted:

- Audited Financial Statements for the financial years 2023 and 2024, certified by a Registered Accountant or Auditor;
- If the audited financial statements for 2025 are not yet available at the tender submission deadline, the tenderer may instead submit Management Accounts or Unaudited Financial Statements for 2025.

Note: The minimum turnover requirement is intended solely to assess the tenderer's financial capacity and does not represent the estimated value or budget of the contract.

TECHNICAL AND PROFESSIONAL APTITUDE

2. ELIGIBILITY AND CONTRACTOR CLASSIFICATION

- 2.1. The tenderers are required to meet the following minimum Contractor registration requirements:

Tenderers must hold a valid National Council for Construction (NCC) registration certificate for Building Works, Grade 6 or higher, or an equivalent/higher registration category applicable under NCC requirements.

3. RELEVANT EXPERIENCE

- 3.1. The Contractor shall demonstrate successful completion of at least two (2) similar works within the last three (3) years. Evidence shall be provided in the form of completion certificates, reference letters, or signed contracts.

4. STAFF QUALIFICATIONS AND EXPERIENCE

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

N°	Required profile	Minimum Requirement
1	Site Supervisor	• Bachelor's degree in civil engineering or related engineering field • 2 years' experience in building construction works. • CV must be submitted along with copies of the degree.

N°	Required profile	Minimum Requirement
2	Site Technician	• Certificate or Diploma in Building/construction related technical or vocational field in general building works) • 5 years' experience in building construction works. • CV should be accompanied by relevant vocational training or university certificates.

The Contracting Authority reserves the right to verify, during the evaluation process, the qualifications, and professional experience of the proposed experts. The tenderer shall, upon request, provide any supporting documentation necessary to substantiate the information contained in the submitted Curriculum Vitae.

For ease of reference, the academic qualifications and experience required for each expert are grouped above. The required academic qualifications shall be assessed as selection requirements, while the minimum professional experience shall be assessed during the regularity check of the CVs. Tenderers must submit one CV for each required expert profile as part of their tender.

The experts proposed in the tender may not be replaced during contract implementation without the prior written approval of the Contracting Authority. Any replacement expert shall possess qualifications and professional experience that are equal to or better than those of the expert originally proposed.

5. SUBCONTRACTING

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

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

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

1. IDENTIFICATION FORM



Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ 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	

2. LIST OF SUBCONTRACTORS

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

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

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

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

3. TENDER FORM - PRICES

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

Item	Total estimated price (Excl. VAT)
Construction of Perimeter Fence and Site development works at Nsumbu Environmental and climatic monitoring center and at the Lake Tanganyika research unit (livestock and fisheries department)	€
VAT	€
Total Incl. of VAT	

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

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

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

Handwritten original signature(s)

Last name, first name:

Function:

Date:

Signature:

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

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

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

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

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

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

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

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

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