

REQUEST FOR PRICE

1. PROJECT	
CODE OF THE PROJECT:	2508MOZ

2. OBJECT OF THE REQUEST		
CONTRACT TITLE:	Insurance services for Enabel Mozambique	
	Lot 1: Automotive Insurance	
	Lot 2: Office Content	
REFERENCE:	2508MOZ-10067	
DATE OF THE REQUEST:	11 th December 2024	

3. GENERAL IMPLEMENTATION INFORMATION			
IMPLEMENTATION PERIOD:		The contract starts upon Award Notification and has a duration since the 01/01/2025 until the 31/12/2025. This contract can be renewed 3 times for one year. The price can be revised after before each renewal based on objective and demonstrated factors.	
CONTRACT MANAGER:		Dionisio Machivene	
	Payment will	be made as follows:	
		Payment will be made after the contract is awarded and this will cover the period up to 31st December 2025, upon receipt of an invoice.	
PAYMENT:	Invoice(s) will mention the project code specified in Terms of Reference "2508MOZ-10067, and "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)".		
	7 7	ll be submitted to Ms. Teresa da Cruz, Enabel in Mozambique, Kaunda, 264, Maputo, Mozambique.	

4. Instructions to tenderers		
QUESTIONS PRIOR TO SUBMISSION OF TENDERS:		Any questions regarding the tender should be emailed to carmindo.penina@enabel.be
	DATEof Submission:	16 th December 2024 at 12:00 (noon)
SUBMISSION OF TENDERS:	PLACE:	Tenderers may submit their offers electronically (pdf format) to Mailbox Procurement MOZ's electronic address at tendersmoz@enabel.be . The subject must clearly indicate the reference of the tender documents and whether it is a partial submission (e.g., "2508MOZ-10067, Lot X Submission of tender" OR "2508MOZ-10067, Lot X Submission of tender 1/3"). Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the electronic offers are sent in due time.
VALIDITY PERIOD OF TENDERS:		30 calendar days

AWARD CRITERIA (PER LOT):	• Price: 100%
	NB. This is applicable per lot.

5. TENDER DOCUMENTS			
N°	TITLE	ANNEX Nº	
1.	Tender form	Annex 1*	
2.	Financial identification form	Annex 2*	
3.	Financial proposal	Annex 3	
4.	Contractual dispositions	Annex 4	
5.	Terms of Reference	Annex 5*	
6.	KYC Declaration	Annex 6*	
7-	Integrity Statement	Annex 7*	
8.	Insurance license from the competent authority (ISSM)	To be included in the bid	

^{*} To be included in the proposal, the notification and these documents consisting of the full contract agreement.

ANNEX 1. TENDER FORM

CONTRACT TITLE:	Insurance services for Enabel Mozambique	
	Lot 1: Automotive Insurance	
	Lot 2: Office Content	
REFERENCE:	2508MOZ-10067	

IDENTIFICATION OF THE TENDERER	
NAME OF THE COMPANY / LEGAL FORM:	
DOMICILE / REGISTERED OFFICE:	
REGISTRATION NUMBER:	
TAX NUMBER	
REPRESENTED BY (NAME):	
FUNCTION:	
Tel:	
E-MAIL:	
ACCOUNT NUMBER FOR PAYMENTS:	
FINANCIAL INSTITUTION:	

By submitting this tender, the tenderer declares renouncing his own (sales) conditions and commits to performing this public contract in conformity with the provisions of the specific purchase conditions attached and for the prices offered.

The tenderer hereby declares to introduce supporting documents on the demand of Enabel.

DATE:	
AUTHORIZED SIGNATURE:	

ANNEX 3. FINANCIAL IDENTIFICATION FORM

BANKING DETAILS				
ACCOUNT NAME 1				
IBAN/ACCOUNT NUMBER ²				
CURRENCY				
BIC/SWIFT CODE				
BANK NAME				
A	DDRESS OF	BANK BRAN	<u>CH</u>	
STREET & NUMBER				
TOWN/CITY	I	POST CODE		
COUNTRY	,			
Α	ACCOUNT HO	OLDER'S DA	ГА	
		D TO THE BAN		
ACCOUNT HOLDER				
STREET & NUMBER				
TOWN/CITY	I	POST CODE		
COUNTRY				
SIGNATURE OF ACCOUNT HO	LDER (Obliga	tory)	OATE (Obligator	ry)

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

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

established.

ANNEX 2. FINANCIAL PROPOSAL

LOT 1: AUTOMOTIVE INSURANCE

N °	Description	Unit	Qty*	Annual price (12 months commencing 1 st Jan 2025) excl. Taxes (MZN) **
1.	Ford Everest AGH-036-MC	Vehicle	1	
2.	Ford Everest AGH-038-MC	Vehicle	1	
3.	Nissan AIH-520-MC	Vehicle	1	
4.	Ford Everest AHB-877-MC	Vehicle	1	
5.	Toyota Land Cruiser AKV- 131-MC	Vehicle	1	
6.	Renault Duster AKV-484- MC	Vehicle	1	
7.	Renault Duster ALH-054- MC	Vehicle	1	
8	Toyota Land Cruiser ANB-086-MC	Vehicle	1	
9	Toyota Land Cruiser AEM-827-MC	Vehicle	1	
10	Toyota Land Cruiser ANB-085-MC	Vehicle	1	
Tot	al excl. Taxes			
Sur	Surcharge			
Sta	Stamp Duty			
Tot	Total incl. Taxes			

 $^{{}^*\,}Quantities\ of\ total\ vehicles\ may\ vary,\ depending\ on\ future\ acquisitions\ and/or\ handover\ of\ vehicles.}$

DATE:	
AUTHORIZED SIGNATURE:	

^{**}In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions. All prices in the tender are given in **MZN**. Prices given are exclusive of **Taxes**.

LOT 2: OFFICE CONTENT INSURANCE

N °	Description	Unit	Qty*	Annual price (12 months commencing 1 st Jan 2025) excl. Taxes (MZN)**
1.			1	
2.			1	
3.			1	
4.			1	
5.			1	
Tot	al excl. Taxes			
Surcharge				
Sta	mp Duty			
Tot	al incl. Taxes			

^{*} Quantities of total office content inventory may vary, depending on future acquisitions and/or handover of goods.

DATE:	
AUTHORIZED SIGNATURE:	

^{**}In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions. All prices in the tender are given in **MZN**. Prices given are exclusive of **Taxes**.

ANNEX 3: CONTRACTUAL DISPOSITIONS

Acceptance of the order

Any remark or dispute of the contractor about an order must be formulated in writing within 8 calendar days after the reception of the order. By default, the order is considered accepted. In case there is a remark or dispute formulated in the above-mentioned form and within the above-mentioned deadline, the contracting authority reserves the right to cancel the order with a simple written notification. Annulation does not entitle to any form of indemnity. The acceptance of the order implies the acceptance of all related conditions, including these Specific Purchase Conditions. The sales conditions of the contractor do NOT apply to the order even if the acceptance refers to them. Moreover, the acceptance of an order supposes that the contractor undertakes to supply possible spare parts for the whole planned period of use of the goods delivered. The fact, for the contracting authority, not to have one of these specific conditions respected during the performance of the order does not mean that it has renounced to that condition.

Price

Both unit and global prices are given in the currency mentioned in the tender forms. Except for VAT, these prices include all costs, taxes, duties and contributions of any kind, and namely:

- The costs for (un)packaging, (un)loading, transportation, insurance, customs clearance, delivery and unloading at the place of delivery, unless explicitly mentioned otherwise, the costs for documentation relating to the supply which may be demanded by the contracting authority, the costs for assembly and commissioning, the costs for necessary training. All prices are DDP (Delivered Duty Paid) Incoterms 2010 International Chamber of Commerce http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules.
- Fees, the per diems, accommodation costs, international travel costs, insurance costs, visa costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the reception costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract. Costs for any possible intellectual property rights.

If this contract is a lump sum price contract, the global price covers the whole performance of the contract or each of its items. The total contract price remains fixed irrespective of the actual quantities provided. If this contract is a price scheduled contract, only the unit prices are lump-sum prices. The contractor is deemed to have included in his unit prices all the charges of any kind normally applied to works/supplies/services, with the exception of VAT. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract. Unless contrary provisions have been agreed upon in writing and by mutual agreement, the fixed prices may in no case be increased, not for a later cost of raw material, nor by applying a clause referring to price indexation, nor for any other reason whatsoever.

Delivery / Performance modalities

The delivery/performance deadlines agreed as well as the instructions about the delivery/performance address must be strictly observed. Any delivery must be accompanied by a delivery note mentioning the name of the contractor, the contract reference and the reference of the order form, the content of the package (nature of the goods and quantity), the information required by the regulations as well as all related certificates and documents. Any exceeding of the delivery date specified for the goods, services and/or related documents or the given dates for the performance of the works, and this for whatever reason, shall result as of right and by the expiry of the deadline in the application of a fine for late performance of 0.07% of the amount of the order per commenced week of delay. This fine is limited to a maximum of 20% of the total amount of the order. A lump sum amount of \mathfrak{C} 250, for administrative costs, is also applicable for the same reasons. Moreover, the contracting authority reserves the right to possibly cancel the order and to turn to another tenderer. Any possible extra cost shall be borne by the defaulting tenderer. Any costs for removing, transferring, forwarding and more in general any costs run by the contracting authority that can be charged to the defaulting contractor, are to be paid by it and are deducted from the amounts being owed to it.

Refusal and Acceptance of supplies and services, provisional acceptance

The contractor provides only goods and services that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the contractor knows or at least should know. Acceptance (provisional acceptance) only takes place after the complete verification by the contracting authority of the conformity of the goods and services delivered. The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the materials, does consequently only count as evidence of taking possession and does not concern the acceptance of the materials. Acceptance on the premises of the contracting authority or, otherwise, on site, counts as full provisional acceptance. Acceptance implies the transfer of ownership and of risks of damage and loss. In case of full or partial refusal of a delivery, the contractor is bound to take back, at its own costs and risks, the products refused. The contracting authority may ask the contractor to supply goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

Warranty - final acceptance for supplies and services

In addition to the legal guarantee against hidden defects, the products are guaranteed for (one) 1 year from the date of commissioning. During that time, at its own expense, the contractor repairs or replaces, as the contracting authority prefers, any defect, shortcomings and nonconformity found, and reimburses the contracting authority for any damage sustained as a direct or indirect result by itself or third parties. A new guarantee period of (one) 1 year applies to repairs and goods or services delivered as a replacement. Final acceptance occurs after the guarantee period.

Technical acceptance, acceptances and guarantee for works

A warranty of one (1) year is applicable on works done. It starts upon provisional acceptance.

Security

Any performance of a contract must meet the provisions of the Law of 4 August 1996 on the welfare of workers in the performance of their work, the general regulations for the protection of employment, the Codex about welfare in the workplace, and their executive arrests. The operations performed by the staff of the contractor when performing a contract are under the exclusive responsibility of the contractor. This responsibility includes any breach of the legal or regulatory prescriptions with regards to prevention and protection in the workplace.

Subcontracting and cession

Contractors may, under their sole responsibility, call upon subcontractors for certain components of the contract. Subcontracting is under the sole responsibility of the contractor and does in no way discharge the contractor of performance obligations under the contract vis-à-vis the contracting authority, which recognizes no legal relation with subcontracting third parties. One contracting party may not cede its rights and relinquish its obligations resulting from the order to a third party, without having obtained in advance the written approval of the other party. Any cession requires the signing of an amendment to the existing contract.

Invoicing and payment

Invoices are submitted in duplicate (two copies) and mention the reference numbers and the date of the order form, the description of the goods or services delivered or of the works done with for each item the quantities as well as the unit prices and global prices exclusive and inclusive of VAT. For works, two copies of the technical acceptance report and of the provisional acceptance report and/or a copy of the works logbook must be attached to the invoices. Invoices in due form and not disputed are paid within 30 calendar days after reception of the invoice.

Responsibilities

The contractor shall bear all risks related to the performance of the contract. The contractor is liable to the contracting authority for any damage of any kind sustained by the contracting authority due to the non-respect of its obligations by the contractor. In this respect, the contractor also covers the contacting authority against any third party claims.

Insurance

The contractor is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of the contract, especially insurance covering "civil liability", "work accidents and "transport-related risks", and this for the whole period of the mission. The policies to be taken out by the contractor must stipulate that no changes or termination of the policy or no suspension of the coverage may be applied without the insurer informing the contracting authority of this measure at least one month in advance. The contractor will send the contracting authority, upon simple demand, a copy of proof of regular payment of the premiums that are borne by it.

Intellectual property rights

The contractor must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered. The contractor must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, in so far as the contractor supervises its defence and negotiations with a view to an amicable settlement. The contractor undertakes, either to obtain the right for the contracting authority to use the products concerned, or to modify or replace the products, at its cost, in order to put an end to any imitation, albeit without altering the fundamental specifications of the products. The acquisition price of any patent rights and any other intellectual property rights, as well as the royalties owed for the exploitation licence of the patent and any other royalties are borne by the contractor, regardless whether their existence was mentioned or not in the contract documents. The service provider integrally, definitively and exclusively and without any financial compensation cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the works that are protected by author rights.

Obligation of confidentiality

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the contractor gets hold of through this order remain the property of the contracting authority. The contractor undertakes to:

- Keep confidential any information received and not to transfer it to a third party without the preliminary written permission of the contracting authority;
- Use the information received only for the purpose of the order;
- Communicate information received only to staff members who need it for the order;
- Send back information received and any possible copies upon simple demand to the contracting authority.

This obligation of confidentiality applies for the whole duration of the order, and, except if there is a different agreement, continues for a period of two years, starting on the due date of the order.

VAT exemption

For deliveries, Enabel is exempted from paying VAT for the goods purchased in view of using them in the countries outside the European Community for the execution of its development tasks in these countries. For services, the place of the performance of the services is determining. In principle it is the place where the service provider has established the office of its economic activity or a fixed institution where the service is performed. If the service provider has no such office or fixed institution, its domicile or its usual fixed residence is determining. When the service provider is outside a country of the European Community, Enabel is subject to the fiscal regime of the country and not to the Belgian VAT obligation. This only applies for certain services (Art. 21§3, 7°, a) to l) of the VAT Law).

Litigation

Only Belgian law applies. Any litigation about the order and these Specific Purchase Conditions are the exclusive competence of the Brussels Courts.

ANNEX 4: TERMS OF REFERENCE

General Information:

Tenderers may apply for **one or both lots**. This must be clearly mentioned in their proposals and they should fill in the correct tables in the Annexes attached to this document.

Profile of the tenderer:

Enabel requires Insurance services to initially cover 10 vehicles and office content at the main office. The quantities of the vehicle and office content may vary (increase or decrease), depending on future acquisitions and/or handover of vehicles and/or office content.

It is expected that the selected broker will be the intermediary between Enabel and an insurance company based in Mozambique, and will assist with all insurance related activities of vehicles and office content, including but not limited to:

- Provide advice regarding insurance cover considering Enabel's structure;
- Monitor expiry dates for insured vehicles and office content and inform Enabel in a timely manner (2 months prior to expiration);
- Assist with the entire process of insurance claims and compensation;
- Negotiate any settlements with insurance companies, when and as needed;
- Provide insurance for any future acquisition of vehicle or office content equipment.

Lot 1: Automotive Insurance

1. Specific Requirements of Automotive Insurance:

- a) It is expected that the scope of the automotive insurance provides at least the following:
- 1. Own damage indemnity limit as per each vehicle insured, including the following particular conditions:
 - · Accident damage, including shock, collision or overturning
 - Fire or explosion damage
 - Theft and robbery/burglary (including windows and accessories)
 - Natural disasters
 - Extensions windscreen, wreckage removal, loss of keys
- 2. Third Party Liability
- 3. Passengers on the Insured vehicle
 - Death and permanent disability
 - Medical expenses
 - Funeral expenses
- **b)** Additional services (clearly specify whether this is included in the policy):
- 1. Tow service in case of vehicle breakdown;
- 2. Provision of a temporary vehicle during the time insured vehicle is under repair;
- 3. Repair or replacement in case of 100% damage of vehicle. Please clearly specify conditions applicable.

NB: Please clearly include all terms and conditions applicable to the insurance policy. Where the insurance policy documents are extensive, please refer to page numbers where the above information can be found.

2. Vehicle Specifications

Make & Model	Number Plate	Seat	Year	Value (MZN)	Value (EUR)	Current insurance validity
Ford						
Everest	AGH-036-MC	7	2017	4,580,188.16	64,573.36	31-Dec-2024
Ford						
Everest	AGH-038-MC	7	2017	4,580,188.16	64,573.36	31-Dec-2024
Toyota Land Cruiser	AKV-131-MC	6	2021	3,823,229.12	50,199.96	31-Dec-2024
Ford						
Everest	AHB-877-MC	7	2016	3,549,546.23	48,590.64	31-Dec-2024
Renault Duster	AKV-484-MC	5	2021	2,368,123.90	31,328.53	31-Dec-2024
Renault						
Duster	ALH-054-MC	5	2021	2,052,046.73	29,243.93	31-Dec-2024
Toyota Land Cruiser	AEM-827-MC	5	2014	1.677.088	25,130.00	31-Dec-2024
Toyota Land Cruiser	ANB-086-MC	6	2016	4,104,004.37	60,284.50	31-Dec-2024
Nissan	AIH-520-MC	5	2021	4,610,726.50	67,727.90	31-Dec-2024
Toyota Land Cruiser	ANB-085-MC	6	2021	4,104,004.37	60,284.50	31-Dec-2024

3. Duration and Calculation of Insurance Premium

The insurance policy should have a duration of one year since the 01/01/2025 until the 31^{st} of December 2025.

This contract can be renew 3 time for one year (maximum 4 years)

Refer to the table in Section 2 for expiration dates of the current insurance policy for the 10 vehicles.

Lot 2: Office Content Insurance

1. Specific Requirements of Office Content Insurance

Enabel's office is located on Av. Kenneth Kaunda 762, Maputo, 1st floor. The premises are guarded 24/7 by a professional security company. In addition, the building is equipped with an alarm system, surveillance cameras, fire extinguishers, and most appliances are equipped with power-surge protectors.

It is expected that the scope of the office content insurance includes furniture, fixed and portable electronic equipment and other equipment. The policy should cover at least the following:

- Theft and robbery/burglary
- Fire, explosion, lightning, thunderbolt
- Water damages
- Riots/civil unrest

NB: Please clearly include all terms and conditions applicable to the insurance policy. Where the insurance policy documents are extensive, please refer to page numbers where the above information can be found.

2. Inventory List

Please refer to Excel Sheet attached to the invitation e-mail "Office Content Inventory 2508MOZ-10067".

3. Duration and calculation of insurance premium

The insurance policy should have a duration since the 01/01/2025 until the 31st of December 2025.

ANNEX 5: KYC DECLARATION

Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
 - 1º involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity. Are also considered such serious professional misconduct:
 - a. A breach of Enabel's Policy regarding sexual exploitation and abuse June 2019
 - b. A breach of Enabel's Policy regarding fraud and corruption risk management June 2019
 - c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
 - d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
 - e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.
 - Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

 $\underline{https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies}$

For the European Union, the lists can be consulted at the following address:

 $\frac{https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ\%C3\%A9ennes-\underline{ue}$

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

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

For Belgium:

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

DATE:	
AUTHORIZED SIGNATURE:	

ANNEX 6: INTEGRITY STATEMENT

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

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

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the contractor from this and other public contracts for Enabel.

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

DATE:	
AUTHORIZED SIGNATURE:	