



Tender Specifications
Enabel TAN180351T-10049

Public works contract for
Construction of the female dormitory at Tabora
Beekeeping Training Institute

TAN180351T

Tanzania

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1 Administrative and contractual provisions

1.1 General remarks

1.1.1 Derogations from the Royal Decree of 14 January 2013

Chapter 2 Specific contractual and administrative conditions of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate Article 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

1.1.2 Contracting authority

The contracting authority of this public contract is ‘Enabel’, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

On behalf of the Belgian government, Enabel – the Belgian development agency – supports developing countries in their fight against poverty. Besides this public service mission on behalf of the Belgian government Enabel also provides services on behalf of other national and international organisations contributing to sustainable human development¹.

For this public contract Enabel is represented by Koen Goekint, Resident Representative, and Cédric DE BUEGER Expert in Contracting

1.1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is the Belgian Law on Development Cooperation of 19 March 2013²; The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company³; The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid,
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions,
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁵ on Freedom of Association (C. n°87), on the Right to Organise and

¹ For more information see <http://www.enabel.be/showpage.asp?iPageID=34>) and the Law of 21 December 1998 establishing the Belgian Technical Cooperation, changed by the Laws of 13 November 2001 and 30 December 2001.

² Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013

³ Belgian Official Gazette of 1 July 1999.

⁴ Belgian Official Gazette of 18 November 2008.

⁵ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015,
- The first Management Contract contracting Enabel and the Belgian Federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019,

1.1.4 Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁷;
- The Royal Decree of 18 April 2017 on the award of public contracts in the classic sectors⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁹;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019,
- Enabel's Policy regarding fraud and corruption risk management – June 2019,
- Tanzanian legislation with regards to sexual harassment at the workplace or equivalent.
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons regarding the processing of personal data.,

⁶ Belgian Official Gazette 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette 9 May 2017.

⁹ Belgian Official Gazette 27 June 2017.

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be ;

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

1.1.5 Definitions

The following definitions apply to this contract:

- The tenderer: the natural person (m/f) or legal entity that submits a tender,
- The contractor / building contractor: the tenderer to whom the public contract is awarded,
- The contracting authority: Enabel, represented by the Resident Representative of Enabel in Tanzania,
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted,
- Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days,
- Procurement documents: Contract notice and Tender Specifications including the annexes and the documents they refer to,
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer,
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer,
- Summary bill of quantities: The procurement document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them,
- BDA: Belgian Public Tender bulletin (Bulletin des Adjudications),
- OJEU: Official Journal of the European Union,
- OECD: Organisation for Economic Cooperation and Development,
- E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate,
- General Implementing Rules GIR: Rules laid down in the consolidated version of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works,

- Tender Specifications (Cahier Spécial des Charges/CSC): This document and its annexes and the documents it refers to,
- Corrupt practices: The offer of a bribe, gift, gratuity, or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or performance of a contract already concluded with the contracting authority,
- Litigation: Court action.
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.
- Controller in the meaning of the GDPR: the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency, or other body which processes personal data on behalf of the controller.
- Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency, or another body, to which the personal data are disclosed, whether a third party or not.
- Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.1.6 Processing of personal data by the contracting authority and confidentiality

1.1.6.1 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 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 regarding the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.1.6.2 Confidentiality

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

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

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

1.7. Deontological obligations

1.7.1. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer, or contractor from other public contracts for Enabel.

1.7.2. For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural, or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to representatives of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

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

1.8. Applicable law and competent courts

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

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

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

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

1.2 Subject-matter and scope of the public contract

1.2.1 Type of contract

This contract is a public works contract.

1.2.2 Subject-matter of the public contract

This contract consists of Construction of the female dormitory at Tabora Beekeeping Training Institute at Tabora Municipal in accordance with the conditions laid down in these special specifications

1.2.3 Lots

The contract has only one lot. Enabel wishes to entrust its execution to a single operator/contractor because of time and minimize sub-contracting logistics for easy management by the Managing authority.

1.2.4 Items

This public contract consists of female dormitory as detailed in the Bill of Quantities (BOQ), structural drawings and design and construction Specifications.

The building to be constructed should address the following items:

- i. Thermal comfort and environmental footprint
 - a. Window to wall ratio – WWR
 - b. inclusion of shading devices.
 - c. Natural cross ventilations
 - d. Cool roofs, Walls, and Paintings
- ii. Efficient appliances and Water management
- iii. Inclusion/gender/safety concerns for girls
- iv. Solid waste
- v. Efficient Lighting

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

1.2.5 Duration of the public contract

The contract begins on notification of the award and ends on final acceptance

The final acceptance will be pronounced **One (01) year** after provisional acceptance (start of the guarantee period).

However, the performance period begins on the date indicated in the start-up memorandum and ends on provisional acceptance. The contract is definitively closed after the guarantee period, at final acceptance.

1.2.6 Variants

Each tenderer may submit only one tender Variants are forbidden.

1.2.7 Quantities

Estimated quantities are specified in the Bill of Quantities provided for this contract.

The quantities set out in the price schedules are **presumed-quantity items**.

The tenderer must submit prices for items with flat-fee quantity and presumed-quantity items.

If, irrespective of any changes made to the contract by Enabel, the quantities executed of an item in the price schedule exceed three times the presumed quantities or are less than half the presumed quantities, either party may request a revision of the unit prices and the initial deadlines.

1.3 Procedure

1.3.1 Award procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

1.3.2 Publication

1.3.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin.

1.3.2.2 Further notification

These Tender Specifications are posted on the website of Enabel www.enabel.be

The contract notice was advertised through the OECD website¹¹ and local newspapers.

1.3.3 Information

The awarding of this contract is coordinated by **Mr. Cédric De Bueger**, Expert in Contracting. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 15 days inclusive before the deadline for submission of tenders¹², prospective tenderers may ask questions about these Tender Specifications and the contract. Questions will be in writing to **Mr. Cédric De Bueger (cedric.debueger@enabel.be)** and they will be answered in the order received. The complete overview of questions raised, and answers provided by Enabel will be posted at the latest 6 days before the deadline for the receipt of tenders.

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

The procurement documents can be consulted free of charge at the following internet address: www.enabel.be

The tenderer is to submit his tender after reading and considering any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin or that are sent to him by individual registered letter or by fax/electronic mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

1.3.4 Tender

1.3.4.1 Data to be included in the tender

In case the tenderer does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

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

The tenderer clearly designates in his tender which information is confidential and/or relates to

technical or business secrets and may therefore not be divulged by the contracting authority.

The tenderer must use the tender forms in section 4 of the tender documents

See summary of the documents/forms to annex to the bid at the last page of the tender documents

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

1.3.4.2 Period the tender is valid

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

1.3.4.3 Determination of prices

All prices given in the tender form must obligatorily be quoted in euro. This contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices.

The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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

1.3.4.4 Elements included in the price

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

In the unit and global prices for the contract for works any costs, measures and charges applied to the performance of the contract, namely:

- 1° Where applicable, the measures imposed by occupational safety and worker health legislation,
- 2° All the works and supplies, such as bracing, sheet piling and drainage, necessary to prevent landslips and other damage and to remedy these, if necessary,
- 3° The perfect preservation, possible shift and redeployment of cables and pipes which might be encountered during excavation, earthworks and dredging, provided that these achievements are not the legal responsibility of the owners of such cables and pipes,
- 4° Removal, within the confines of the excavations, earthworks and dredging which may be necessary for construction of the structure, of:
 - a) earth, mud and gravel, stones, rubble, riprap of any kind, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris, and waste materials,
 - b) Any rock regardless of size where the procurement documents state that the earthworks, excavation, and dredging are to be carried out in land known to be rocky, and in the absence of this statement, any rock and any blocks of masonry or concrete the individual volume of which does not exceed half a cubic metre,
- 5° The transportation and removal of excavated material, either away from the property of the contracting authority, or to locations within the sites for re-use, or to designated dumping sites, in accordance with the requirements of the procurement documents,
- 6° All overheads, incidental expenses and maintenance costs during contractual performance and

the warranty period,

7° Customs and excise duties,

8° Acceptance costs, costs for some facilities for the works supervisor as outlined in the Bill of Quantities.

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

1.4.2 The right to submit tenders and opening of tenders

1.4.2.1 The right to submit a tender and how to submit tenders

The tenderer may only submit one tender per contract.

The tenderer submits his tender as follows:

- The tender will be drawn up in **3 copies**, one of which will mention “**original**” and two of which will mention “**copy**”. **The “original” and one “copy” must be submitted on paper (hard copy). The second “copy” MUST be submitted in one or more PDF files on a USB stick.** Each tenderer may only submit one tender per contract. Tenderers must also include a copy of the price schedule in excel on the USB stick.
- The tender and all accompanying documents must be numbered and 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 authorized to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

It is submitted in a properly sealed envelope bearing the following information: Tender Specifications Enabel TAN180351T – 10049: Construction of the female dormitory at Tabora Beekeeping Training Institute

The tenders must be in the possession of Enabel before Monday 14 August 2023, at 16:00 pm East Africa Time.

It may be submitted:

- a) By mail (standard or registered mail)

In this case, the sealed envelope is put in a second closed envelope addressed to:

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

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9 am to 12 pm and from 1 pm to 5 pm at the address given above.

1.4.2.2 Change or withdrawal of a tender that has already been submitted

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

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

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

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

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

1.4.2.3 Opening of Tenders

The tenders will be opened behind closed doors.

1.4.3 Selection of tenderers

1.4.3.1 Exclusion grounds

The obligatory and facultative grounds for exclusion are given in attachment to these Tender Specifications.

By signing the declaration on honor in attachment to these Tender Specifications, the tenderer certifies that he is not in one of the cases of exclusion listed in articles 67 to 70 of the law of 17 June 2016 and articles 61 to 64 of the Royal Decree of 18 April 2017.

In addition to the declaration on honour to be signed, the tenderer is also asked to enclose the following documents with its tender (as recent as possible in relation to the date of submission):

- Extract from the criminal record of the manager of the bidding company
- Certificate of regularity of social security contributions
- Tax clearance certificate

With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organizational and personnel measures to prevent a new criminal offence or a new fault.

1.4.3.2 Conflicts of interest-Revolving door mechanism

Without prejudice to Articles 6 and 69, clause 1, 5° of the Law, is also considered a conflict of interest, any ('revolving doors') situation in which a natural person who has worked for a contracting

authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and their activities in this public contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 5 of the Law of 17 June 2016 on public procurement and on certain contracts for works, supplies, and services. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the public contract.

1.4.3.3 Selection criteria

The tenderer must fulfil the criteria listed below (+ see attached forms in the section 4 of these Tender Specifications).

Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract.

Registration with the Contractor Registration Board in Tanzania

The tenderer must enclose a valid certificate of registration with the Contractor Registration Board in Tanzania in accordance with the provision of Section 16(2) (b) and (c) of Tanzanian contractors Registration Act No. 17 of 1997. The certificate must show either:

| CLASS LIMIT FOR SINGLE CONTRCT (In Tshs.) | | | | | |
|---|---------------|---------------|---------------|---------------|-------------|
| Class | Civil | Building | Mechanical | Electrical | Specialist |
| ONE | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited |
| TWO | 5,000,000,000 | 3,000,000,000 | 2,000,000,000 | 2,000,000,000 | 400,000,000 |

In the case of a joint venture, the tender must specify the role of each member and a lead partner must be designated. Each member of the consortium must present the registration detailed above.

The tenderer will also enclose to his bid the current CRB Annual subscription fees receipt

Financial Capacity

The tenderer must enclose with his tender a declaration on his honour stating his average annual turnover over the last three years (2020-2021-2022).

To be selected, the tenderer must have achieved an average annual turnover of at least 1.000.000 euros over the last three years.

References

The tenderer must provide in his/her offer the list of 3 similar works including for delivered in the last 3 years, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing

those works.

In order to be selected for this contract, the tenderer must have at least 3 relevant certificates of completion for similar reference(s) carried out to the highest standard and to the complete satisfaction of the client, issued or countersigned by the competent authority or, where the recipient was a private purchaser, by a certificate from the purchaser.

Declaration on honour the minimum required equipment

In order to be selected, the tenderer must include with its offer.

A declaration on honour in which he certifies that he has the minimum required equipment described below, including a description (number, make, type, power, year of commissioning and date of the last technical inspection) of the equipment and whether it is owned or leased.

The minimum equipment to be made available for the contract by the successful Tenderer shall be:

| S/No. | Item of equipment | Minimum Capacity | Minimum number Required |
|-------|--------------------------------------|------------------|-------------------------|
| | Excavator | 130KW | 1 |
| | Vibrating Roller | 75KW | 1 |
| | Wheel Loader | 1.5 m3 | 1 |
| | Drum concrete mixer | 14m3/hr | 1 |
| | Drum concrete mixer | 5m3/hr | 2 |
| | Porker vibrators | | 3 |
| | Handled compactors | | 2 |
| | 7 – 10 tonne lorries | 4.5 m3 | 2 |
| | Tipping Trucks | 15 – 20 tones | 2 |
| | Water Tank vehicle | 600 m3 | 1 |
| | Trench excavator | 1.5 m3 | 1 |
| | Four-wheel drive vehicle | | 1 |
| | Jack Harmer | 400 Hp | 1 |
| | Plumbing Equipment | | 1 set |
| | Generator | 100 KVA | 1 |
| | Dewatering Pump | 3 HP | 1 |
| | Surveying equipments | | 1 set |
| | Welding Machine with all accessories | | 1 Set |

Supervisory staff to be employ on the contract

The tenderer shall dispose of staff that can fulfil the contract properly and meet the following

requirements. This description should include CVs for all the minimum team members listed below.

The tenderer shall enclose with its tender a list of the personnel who will be employed during the performance of the contract (see form of this SCC). In this document, the tenderer must mention the diplomas held by these personnel, as well as their professional qualifications and experience.

The minimum number and qualification of key staff/personnel required is:

| Item No | Position/Specialization | Relevant academic qualifications | Minimum years of relevant work experience |
|---------|-------------------------------|---|---|
| | Site/Construction Manager (1) | Degree in Civil Engineering or Equivalent | 10 |
| | Site Engineer (1) | Degree in Civil or Mechanical Engineering or equivalent | 7 |
| | Quantity Surveyor (1) | Degree in Quantity Surveying or Bachelor of Science in Building Economics (BSc. BE). | 5 |
| | Land Surveyor (1) | Diploma in Land Surveying | 5 |
| | Site Foreman (1) | At least an ordinary diploma in civil/building engineering | 5 |
| | Civil Technician (1) | Diploma in Civil Engineering | 5 |
| | Electrical Technician (1) | Diploma in Electrical engineering | 5 |
| | Health and Safety Officer (1) | Diploma in Health/Social/Environmental Sciences and Certification by OSHA or similar Bodies/Authorities | 5 |

Detailed description

Construction Manager (1) (practicing registered civil engineer) with Degree in Civil Engineering or Equivalent and 10 years' general experience and 5 years' specific experience as a construction Manager in works of an equivalent nature and volume.

The attached CV should reflect this experience and must be duly signed by the owner of the credentials. The proposed Construction Manager must attach a certificate of registration as an engineer with a verifiable Board of Engineers.

Site engineer (1) with at least a BSc degree in Civil/Building Engineering with 7 years' general experience and 5 years' specific experience as a site engineer in works of an experience should be after graduation in relevant qualifications.

The attached CV should reflect this experience and must be duly signed by the owner of the credentials. The proposed Site engineer must attach a certificate of registration as an engineer with a verifiable Board of Engineers.

Quantity Surveyor (1) with at least Degree in Quantity Surveying or Bachelor of Science in Building

Economics (BSc. BE) with 5 years' general experience in building works as a Quantity Surveyor in works of an equivalent nature and volume.

The attached CV should reflect this experience and duly signed by the owner of the credentials.

Site Foreman (1) with at least an ordinary diploma in civil/building engineering with 5 years' general experience and 4 years' specific experience as a building works foreman in works of an equivalent nature and volume.

The attached CV should reflect this experience and duly signed by the owner of the credentials.

If the tenderer does not have the specialists required below in its internal structure, it can ensure their presence in the team by means of a temporary association (consortium) or by subcontracting. In the latter case, the tenderer must indicate the share of the contract that it intends to subcontract.

Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

1.4.3.4 Modalities relating to tender examination and regularity of the tenders

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can select without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete, or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

1. failure to comply with environmental, social, or labour law, provided that such non-compliance is punishable by law.
2. failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers.
3. failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

1.4.4 Technical bid and award criteria – UNIQUE PRICE CRITERION

The Tenderer must enclose in his bid an explanatory note, which should include the following elements:

- 1) the technical data sheets relating to the materials, equipment, software, programs, etc. proposed in the tender for carrying out the work proposed in the tender for carrying out the work.
- 2) the explanation of the modus operandi of the works and the organization of the site proposed by the tenderer.
- 3) a schedule of the works

The contracting authority will choose the regular tender that is it finds being most economically advantageous, using the following unique criterion Price.

1.4.5 Awarding the public contract

The contract will be awarded to the tenderer(s) who has submitted the most economically advantageous tender, by using the **unique criterion “Price”**.

Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority may either decide not to award the contract, or redo the procedure, if necessary, through another award procedure.

The contracting authority also reserves the right to award only one lot and to decide that the other lot will be the subject matter of one or more new contracts, if necessary, according to another award procedure in accordance with Article 58 §1, third paragraph.

1.4.6 Concluding the public contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via digital platforms, e-mail, or fax and, on the same day, by registered post.

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

These Tender Specifications and its annexes, The approved tender and all of its annexes,

The registered letter of notification of the award decision,

Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

2 Specific contractual and administrative conditions

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

These Tender Specifications derogate Article 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

2.1 Definitions (Art. 2)

The following definitions apply to this contract:

- Managing official: The official or any other person who manages and controls the performance of the contract,
- Performance bond: Financial collateral given by the contractor to ensure he will fulfil his obligations until final and good performance of the contract,
- Acceptance: Observation by the contracting authority that the performance by the contractor of all or part of the works, supplies or services is following good practice and with the terms and conditions of the contract,
- Progress payment: Payment of an instalment under the contract after acceptance of performance,
- Advance: Payment of part of the contract before acceptance of performance,
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

2.2 Correspondence with the building contractor (Art. 10)

The usage of digital means for the purpose of exchanging during the performance of the contract is allowed unless where it is indicated otherwise in these Tender Specifications.

In the latter cases, notifications of the contracting authority are sent to the domicile, or the registered office mentioned in the tender.

2.3 Managing official (Art. 11)

The management and control of contract performance are entrusted to **Mr Martin MGALLAH**, martin.mgallah@enabel.be

Once the contract is concluded the managing official is the main contact point for the building contractor. Any correspondence or any questions with regards to the performance of the contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications (see namely, "Payments" below).

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

However, the signing of amendments or any other decision or agreement implying derogation from

the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under point Contracting authority.

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 derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

2.4 Subcontractors (Art. 12 to 15)

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

The contractor remains, in any case, solely liable to the contracting authority.

The building contractor undertakes to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

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

2.5 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information),
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent

strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing),

- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority,
- Return, at the first request of the contracting authority, the above elements,
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

2.6 Protection of personal data

2.6.1 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 Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

Processing of personal data by a sub-contractor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

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 regarding 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 regarding the processing of personal data.

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

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

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor regarding the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor Article 28 §3 of the GDPR).

To this end, the tenderer must fill out, sign, and submit to the contracting authority the subcontracting agreement given in Annex [X]. Filling out and signing this annex is therefore a condition of regularity of the tender.

2.7 Intellectual property (Art. 19 to 23)

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

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

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

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

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

2.8 Insurance (Art. 24)

The contractor takes out insurance policies covering his liability for occupational accidents and its third-party liability for the performance of the contract.

The contractor also takes out any other insurance policy imposed by the procurement documents.

§ 2. Within thirty days from contract conclusion the contractor provides evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the procurement documents.

At any time during contract performance, the contractor provides such certificate within fifteen days following the reception of such a request from the contracting authority.

2.9 Performance bond (Art. 25 to 33)

The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office outside Belgium. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

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

submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office. Fill out the form

https://finances.belgium.be/sites/default/files/01_marche_public.pdf

return it to the e-mail address: info.cdcdck@minfin.fed.be. After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash,

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

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

1° deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function, or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary' as appropriate.

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

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

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

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

2° For final acceptance: This is equal to a request to release the second half of the performance

bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

2.10 Conformity of performance (Art. 34)

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

2.11 Zero tolerance Sexual exploitation and abuse

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

2.12 Plans, documents, and objects prepared by the contracting authority (Art. 35)

At the request of the contractor, the contractor receives free of charge and where possible in digital form a complete set of plans that has served as the basis for awarding the contract. The contracting authority is liable for the conformity of these copies with the original plans.

The contractor preserves all the documents and correspondence relating to the award and performance of the contract and keeps these available to the contracting authority until final acceptance.

2.13 Detailed plans and work plans prepared by the contractor (Art. 36)

The contractor prepares at his own expense all the detailed plans and work plans it requires for successful performance of the contract.

The procurement documents specify which plans require approval by the contracting authority, which has 30 days to approve or reject the plans starting from the date on which they are submitted to it.

Any corrected documents are resubmitted for approval to the contracting authority, which has 15 days to approve them, provided that the corrections requested are not the result of new demands made by the contracting authority.

2.13.1 Construction planning

How the planning is submitted is to be discussed with the managing official.

The first planning is to be introduced within 15 calendar days following tender award notification and it is to be updated every month during construction.

This draft construction planning provides, in addition to deadlines for the 'on-site' works as such, the timing for the different preliminary achievements such as the establishment of documents prescribed by the technical provisions, implementation plans and detailed plans, calculation notes, selection of equipment and materials, including the approval of related documents, the supplies, workshop or factory work, preliminary tests and conformity tests, etc.

After it has been studied and remarks have been made and following approval of the contracting authority, the planning becomes contractually binding.

2.13.2 Master plan

The building contractor undertakes to deliver a master plan to be approved by the contracting authority and its advisors within 15 calendar days following notification of contract conclusion.

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

The master plan will be updated at least every month and must be consistent with the construction

planning. It will be aligned with the construction planning and will be based on the same document.

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

In particular he plans:

- Set dates for delivering implementation plans that he needs,
- The placing of orders to his suppliers and subcontractors,
- The presentation in due time of samples and technical forms of products submitted for preliminary technical acceptance,
- Measuring the works and the workshop manufacture period,
- Indication of deadline dates for decisions to be taken by the contracting authority,
- Indication of deadline dates for the conclusion of modifications to orders being elaborated,
- Indication of deadline dates for the achievement of works performed by other enterprises,
- Registration, in due time, of the measurements of the works,
- etc.

2.13.3 Implementing documents

These plans consider the Tender Specifications and technical provisions, the design drawings of the project developer and general architecture plans, stability plans, and special techniques plans annexed to these Tender Specifications.

All implementation plans and detail plans are to be submitted for approval to the contracting authority along with calculation notes, technical approvals, and technical forms and in particular those related to the works and the equipment listed below (non-exhaustive list):

- Upgrade foundations in view of works planned
- Stability: plans for slabs, posts and beams, stairs, or any prefabricated component
- Sealing
- Finishing of rooms (walls, floor, and ceiling)
- Inside and outside drainage
- List of stones
- Roof covering, roof carpentry
- Façades
- Partition walls
- False ceilings
- Furniture based on tender documents
- Lights layout plan
- Plan of metal joinery (banisters, handrails, gangway, porch)
- List of inside joinery Plan of special techniques

The managing official may refuse technical forms which are partial, incomplete, or too commercial and do not provide the technical information required for assessment and approval.

Samples of ironware, heating, electricity or plumbing fixtures or any similar pieces will be submitted for approval to the managing official and for advice to the project developer's and the approved model will remain on the construction site until the placement of the last piece of its kind.

At the request of the contracting authority, the building contractor will also provide the following documents during the performance period:

- Samples of materials proposed corresponding to the technical forms,
- Colour shade cards to determine the choice of colours,
- Test reports, technical manuals, technical approvals, technical forms, etc.,
- Products or equipment used for this contract.

2.13.4 Establishment of "As Built" plans

During performance, the building contractor shall revise and update the plans to the last detail in order to accurately reproduce the works and installations and their specifics as built.

When the works are completed and in view of provisional acceptance of the works, the building contractor is to submit the complete plans and diagrams of the works and installations as built.

When the works are completed and in view of provisional acceptance, the building contractor is to submit the complete plans and diagrams of the works and installations as built technical files including:

- technical specifications with brands names, types, origin of the equipment installed,
- users' manuals, explaining the functioning of all equipment,
- maintenance manuals, explaining everything that needs to be done for the maintenance and care of the equipment (regular control and maintenance, list, and codes of spare parts...),
- and test reports, tuning and adjustment reports.

2.14 Changes to the public contract (Art. 37 to 38/19 and 80)

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

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

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

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

2.14.2 Revision of prices (Art. 38/7)

This public contract provides for a price revision.

A price revision can only be applied after an initial period of 180 calendar days from the notification of the contract and at the end of works.

In the event of a change in economic conditions in the course of work, the breakdowns will be readjusted according to the following formula:

$$P = P_o * (0.4 * i/I + 0.2 * x/X + 0.4)$$

Where:

P: Revised price of the remaining works

Po: Original price of the remaining works

X and I: Value of S and I at the date of the awarding of this tender

x and i: value of S and I as published in the month preceding the one in which the revision request is received

Value of X: Exchange rate from euro (EUR) to Tanzanian Schilling (TZS) as determined by the Bank of Tanzania (<https://www.bot.go.tz/ExchangeRate/excRates>)

Value of I: Value of the “All Items Index” as published monthly in the “National Consumer Price Index (NCPI)” by the National Bureau of Statistics (NBS) (<https://www.nbs.go.tz/index.php/en/consumer-price-index-cpi>)

The price revision may only be applied if the price increase or decrease following the request or if the price revision request amounts to at least 5% of the price quoted in the tender (for the first price revision) or of the last price revised or imposed (as of the second price revision).

The price revision cannot be requested in the period that exceeds the contract period due to delay that is attributable to the building contractor.

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

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

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

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

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

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

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

As a reminder, in accordance with Article 80 of the Royal Decree of 14 January 2013, the building contractor is required to continue the works without interruption, notwithstanding any disputes which might result from the determination of the new prices.

Any order amending the contract during performance of the contract is issued in writing. However, minor amendments need only be entered in the works logbook.

The orders or entries shall specify the changes to be made to the initial terms of the contract and to the plans.

2.14.4 Setting unit or global prices – calculation of the price

The unit or global prices of changed works, which the building contractor is bound to carry out, are determined in the following order of priority:

1. In accordance with the unit or global prices of the approved tender,
2. By default, in accordance with the unit or global prices inferred from the approved tender,
3. By default, in accordance with the unit or global prices from another contract of Enabel,
4. By default, in accordance with the unit or global prices to be agreed upon on the occasion.

In the latter case, the building contractor shall justify the new unit price by detailing the supplies, person-hours, equipment hours and general costs as well as profits.

2.14.5 Setting unit or global prices – Procedure to follow

The building contractor submits his proposal for the execution of the complementary achievements or his new prices within 10 calendar days from the request of the managing official (unless the latter has specified a shorter deadline) and before executing the works considered. This proposal is submitted on the basis of a standard form that will be provided by the managing official and will come with all necessary annexes and justifications.

This form for agreed prices is established on the basis of a format from Enabel. The building contractor will attach at least the following annexes and documents to it:

- The amending order from the contracting authority and more in general the justification of the modification of the works,
- The calculation of new unit or global prices,
- The quantities to be implemented for the existing items and for any new items,
- If appropriate, the tenders of subcontractors or suppliers consulted,
- Any other documents he or she deems pertinent.

After executing the achievement and at the latest upon establishment of the final settlement of account, the building contractor shall transfer the invoices that have been sent to him by subcontractors and suppliers to the managing official. He shall certify on these invoices not having received any credit note or compensation from the supplier or subcontractor for the invoice.

When the building contractor defaults on providing an acceptable new price proposal or when the contracting authority deems the proposal made unacceptable, the contracting authority will set the new unit or global price as of right, all rights of the building contractor being preserved.

2.14.6 Unforeseeable circumstances

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

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

2.15 Control and supervision of the public contract

2.15.1 Scope of the control and supervision (Art. 39)

The contracting authority may have the preparation and the performance of the delivery supervised or controlled at any location by all appropriate means.

The contractor is required to provide the representatives of the contracting authority with all the information and facilities needed for carrying out their task.

The fact that such supervision or control has been carried out by the contracting authority does not release the contractor of its liability should delivery eventually be rejected due to defects of any kind.

2.15.2 Quantity control (Art. 40)

For public contracts with a schedule of prices as well as for items with estimated quantities of mixed contracts, the quantities performed are measured by the contracting authority in the presence of the contractor or its representative. The result thereof is registered in writing and signed by both parties.

Quantities of works to be carried out with estimated quantities are to be recorded for approval by the Works control mission before any performance. The quantities are measured and checked by both the building contractor and a representative of the Works control mission before any performance, and they are lump summed. To that end, the building contractor will draw up a list, by item, of the measured and checked quantities and he will submit that list for approval to the Works Management. This approved list will be included in the progress report of the items concerned.

In the event of disagreement or until the parties have succeeded in reaching an agreement, the contracting authority as of right establishes the quantities it deems justified, all rights of the contractor being preserved.

2.16 Technical acceptance procedures (Art. 41)

Concerning technical acceptance, it is necessary to distinguish between:

1° Preliminary technical acceptance within the meaning of Article 42,

2° Ex post technical acceptance within the meaning of Article 43,

The contracting authority may waive all or part of the technical acceptance procedures where the contractor can prove that the products have been controlled by an independent body during their production, in accordance with the specifications of the procurement documents. In this respect, any other certification procedure in force in a Member State of the European Union is regarded as comparable to the Belgian conformity certification procedure and deemed equivalent.

2.16.1 Preliminary technical acceptance (Art. 41 -42)

As a rule, the products cannot be used unless they have been previously received by the managing official or his delegate.

All the proposed material is subject to approval by the contracting authority. This approval is obtained based on preliminary technical sheets which are drawn up by the contractor and sent to the managing official.

The technical sheets present the supplies, material, and equipment overall and give the specifications and selections retained within the framework of the project.

The contracting authority refuses to receive partial, incomplete technical sheets which do not provide the technical information necessary for examination and approval.

As soon as the remarks are in the possession of the contractor, the latter takes them into account and completes the technical sheet in order to have it approved.

Technical acceptance can be carried out at different stages of production.

Products which, at a given stage, do not comply with the checks required, are declared not to be in a state of technical acceptance.

As a general rule, the Contractor must always invite the Contracting Authority to inspect works that are going to be hidden (e.g., wall insulation, concrete reinforcement, etc) before they get so, and must document (by pictures, videos or other means) any such works. Such works will always be presumed as not compliant if they have neither been inspected nor properly documented.

In the absence of the managing official, the National Technical Advisor has authority to approve supplies and inspect works in the name of the Contracting Authority

Consultants in charge of the supervision do not have the authority to approve any works which are not compliant with the contract documents (Plans, BoQ and Technical Specifications), change these specifications or design, or approve additional works.

Any change or deviation from what is indicated in the plans, bills of quantities and technical specifications, even if related to an apparent mistake in these documents, must be approved in writing by the Contracting Authority. In case of contradictory or ambiguous elements in these documents, the Contracting Authority is solely authorised to interpret or clarify these elements and must do so in writing.

The contractor is responsible for the custody and conservation of accepted products and works, taking into account the risks run by his company, until provisional acceptance of the work.

Except for approved products, the costs related to prior technical acceptance are borne by the contractor.

In any case, these costs include:

- costs related to the services of the receivers; these include travel and subsistence allowances for receivers.
- the costs associated with taking samples, packaging, and transporting the samples, regardless of where the inspection takes place,
- the costs linked to the tests (preparations, manufacture of the test pieces, actual cost of the tests (for this purpose, the circulars relating to the fixing of the test prices are applicable)).
- costs related to the replacement of products with defects or damage.

2.16.2 Ex post technical acceptance (Art. 43)

Ex post technical acceptance will obligatorily be carried out for any defects to works or equipment components that would have remained hidden after completion of the works.

2.17 Performance period (Art. 76)

The Contractor shall complete the work within the time specified in his tender from the date specified in the written order to commence work. The Contractor must complete the work within the time specified in his tender from the date specified in the written order to commence work.

The maximum execution time is set at:

The maximum duration of the work is set at 12 months as of the date set in the written service order to commence the works.

The above-mentioned deadline is mandatorily applicable.

The first schedule must be entered within 15 calendar days of the notification of the conclusion of the contract and a monthly update is mandatory during the work in accordance with drawings and execution details drawn up by the successful tenderer of these special specifications.

2.18 Provision of land (Art. 77)

The building contractor shall bear all costs pertaining to land that is needed for the installation of his construction sites, storing supplies, preparing, and handling materials as well as land needed for storing soil, excavated soil that is known to be unsuitable for reuse as landfill, material from demolition, general waste of any kind and excess earth.

He is liable, vis-à-vis adjoining landowners, for any damage to private property while achieving the works or storing the materials.

The enclosing hoardings may not be used for advertising.

No advertising is allowed on the sites used, except for 'Construction site information'.

2.19 Labour conditions (Art. 78)

All the legal, regulatory, and contractual provisions relating to the general conditions of work and health and safety in the workplace will apply to all personnel on the contractor's site.

The building contractor, all persons acting as a subcontractor at any stage and all persons providing personnel, shall be required to pay their respective personnel salaries, bonuses and allowances at the rates established by law, by collective agreements concluded by company agreements.

The building contractor shall keep available to the contracting authority at all times, at a location designated by the latter, a list, updated on a daily basis, of all the personnel it employs on the site.

This list contains at least the following personal information:

the name; the first name; actual occupation per day on the construction site; the date of birth; the job title; qualifications.

The contact person appointed by the building contractor for the performance of this contract with the contracting authority will have to master the English language.

2.20 Organisation of the construction site (Art. 79)

The building contractor shall comply with the 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.

During the performance of the works, the building contractor shall be required to maintain the security of the site for the duration of the works and, in the interests of his own appointees and the representatives of the contracting authority and third parties, to take all necessary measures to ensure their safety.

The building 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 take all the precautions required by best building practices and any special circumstances to protect neighbouring properties and to prevent any disturbance to them through his fault.

The building contractor shall bear all costs of and implement all necessary measures to signal in daylight, at night as well as in fog, the construction sites and storage sites that are located where vehicles

and pedestrians circulate. He/She is to completely enclose his/her sites along temporary or permanent sidewalks as well as along temporary or permanent traffic arteries. Such enclosing and hoarding will also ensure the protection of the construction site during the construction period against any outside intrusion.

The building contractor shall supply a purpose-made notification billboard for this construction site with dimensions and following the model offered by the contracting authority prior to starting the works.

This informative panel will be put in place when construction work starts along the public road in a place that is to be defined by the contracting authority.

Health and safety

- The building contractor shall comply with the health and safety regulations in force in the country. He/She will, at all times and at his own expense, take all necessary precautions for the protection and safety of all persons present on the site and will apply all the regulations and instructions that the delegated project owner may require in this respect.
- Prior to the commencement of the work, the building contractor shall submit to the (delegated) project owner
- (delegated) project owner a specific "construction site accident" insurance for all workers, temporary workers, day labourers or employees present on the site.
- This insurance will cover occupational accidents and travel to and from work. Coverage must include medical expenses (including hospitalisation) as well as compensation in case of death or permanent disability according to the rates in force in the country.
- The building contractor shall provide a first-aid kit and minimum sanitary facilities such as toilets, latrines and showers in the construction site barracks area.

Manpower

- The building contractor is subject to the labour and social legislation applicable in Tanzania Guinea at the time of execution of the works. In no case may he invoke ignorance of the said regulations and legislation in his favour.
- In particular, it will comply with them in the following areas:
 - working hours and working conditions (hiring and firing),
 - wages and social charges,
 - health, safety, and hygiene measures,
 - employment of foreign labour.
- The building contractor is subject to the labour regulations and legislation in force in Tanzania as well as the international legislation (ILO among others) ratified by the country. In the framework of the Decent Work Agenda and recent national policies (employment and social security), the building contractor is requested to:
 - Guarantee a minimum net remuneration of FGN 20 000 per day worked, whether for day labourers, temporary workers, or company employees. This minimum amount will be displayed on a sign for this purpose on the construction site.
 - Guarantee a maximum working time of 45 hours and a maximum of 8 hours per day. This work schedule will be posted on the construction site.
 - Draw up a daily attendance list of workers/temporary workers/day labourers with names and surnames that can be consulted at any time by the control mission or the project owner (delegated or not).
 - Define a precise time and place for the payment of temporary and daily workers, allowing the control mission or the project owner (delegated or not) to attend and check the conditions defined above. The time of payment will be set and posted on the site board at the start of the

site (e.g., Friday 15:00) and communicated to the control mission and the project owner (delegated or not).

- The workforce required for executing the works shall be recruited by the building contractor and under his responsibility. The delegated project owner or his representative has the right to require the building contractor to replace or remove from the site the building contractor's agents or workers for insubordination, incapacity, or lack of probity.
- The building contractor shall take all necessary safety measures at his own expense to ensure traffic with the least possible inconvenience.
- The building contractor remains in all cases responsible for any fraud or malpractice committed by them in the supply and use of materials.

The building contractor shall supply a purpose-made notification billboard for this construction site with dimensions and following the model offered by the project owner prior to starting the works. This informative panel will be put in place when construction work starts along the public road in a place that is to be defined by the project owner.

2.21 Means of control (Art. 82)

The building contractor shall notify the contracting authority of the precise location of works in progress on its site, in his workshops and factories and on the premises of his subcontractors and suppliers.

Without prejudice to the technical acceptance operations to be carried out on site, the building contractor shall at all times grant to the managing official and the representatives appointed by the contracting authority free access to the sites of production, for the purposes of monitoring strict application of the contract, in particular concerning the origin and quality of the products.

If the building contractor uses products that have not been accepted or that do not meet the demands of the Tender Specifications, the managing official or his/her representative may forbid the further pursuit of the works concerned, until these refused products are replaced by others that meet the contract's conditions, without this decision generating an extension of the performance period or any entitlement to compensation. The building contractor is notified about the decision by means of a written report.

2.22 Works logbook (Art. 83)

Upon contract conclusion notification, the building contractor makes the necessary Works logbooks available to Enabel.

Once the works have started, the building contractor shall supply 2 copies with all necessary information for establishing the Works logbooks on a daily basis to the contracting authority's representatives. This concerns:

- Weather conditions,
- Interruptions to works caused by adverse weather conditions,
- Working hours,
- The number and capacity of workers employed on the site,
- Materials supplied,
- Equipment actually used and equipment out of service,
- Unforeseen events,

- Amending orders of minor impact,
- The attachments and quantities performed for each item and in each zone of the construction site. The attachments constituting the true and detailed representation of all works performed, in quantity, dimensions and weights.

Delay in providing the above documents may result in the application of penalties.

When the building contractor does not formulate any remarks in due form and within above-mentioned deadlines, he is deemed to agree with the annotations made in the logbooks or detailed attachments.

When these observations are not deemed justified, the building contractor will be notified accordingly by registered letter.

2.23 Liability of the building contractor (Art. 84)

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works. During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation and maintain it in this state.

Any repairs to shortcomings are performed in compliance with the instructions of the contracting authority.

2.24 Means of action of the contracting authority (Art. 44-51 and 85-88)

The building contractor's default is not solely related to works as such but also to the whole of the building contractor's obligations.

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

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

Moreover, in case of suspicion of fraud or of bad workmanship during performance, the building contractor may be required to demolish the whole or part of the works executed and to rebuild them. The costs of demolition and reconstruction will be borne by the building contractor or the contracting authority, according to whether the suspicion is found to be justified or not.

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

2.24.1 Failure of performance (Art. 44)

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

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents,

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

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

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

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

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 86 -87.

2.24.2 Penalties (Art. 45)

Special penalties

Because of the significance of the works, are burdened, without the need for notice and by the breach only, with a daily penalty of EUR 250 for every calendar day of non-performance:

- Non-delivery of administrative and technical documents such as monthly progress reports or **works programs** because not having delivered the documents listed by the time set during construction site meetings or by administrative order.
- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed to the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.
- Delay in executing observations or administrative orders of the contracting authority via the managing official or construction supervisor. Where the lists of observations result from construction site visits, in particular for painting orders, or upon acceptance, have not been fulfilled by the time set by the managing official, the contractor will be penalised.
per calendar day of delay until performance is effectively carried out.
- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the managing official obtains the approval of the contracting authority for the new member's being put in place, or the replaced member is re-established in its duties, or both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even where agreement is found.

If a shortcoming to one of the stipulations mentioned above is found in accordance with Article 44 §2 of the Royal Decree of 14 January 2013, the contracting authority may allow a period to the building contractor to repair the shortcoming and to inform it about this reparation by registered mail. In this case, the contractor is notified of the deadline along with the failure of performance report mentioned in Art. 44 §2 of the Royal Decree of 14 January 2013.

If no term is indicated in the registered letter the contractor is to repair the shortcomings without any further delay.

2.24.3 Fines for delay (Art. 46 et seq. and 86)

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

Fines are calculated following the formula given in Article 86 §1.

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

In case the works being the subject-matter of these Tender Specifications were not completed within the period set in point 1.4.18, the following fine will be applied as of right for every working day of delay without the need for notice, simply by the expiry of the period in question:

$$R = 0,45 * ((M * n^2) / N^2)$$

Where,

R = the sum of the fines to be applied for a delay of n working days, M = the initial value of procurement,

N = the number of working days initially specified for performance of the contract, n = the number of working days of delay.

However, if the factor M does not exceed EUR 75 000 and, at the same time, N does not exceed 150 working days, the denominator N² 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 partial periods apply, failure to observe these will be penalised by special fines provided for in the Tender Specifications, or, in the absence of such a provision, by fines calculated in accordance with the formula referred to in Art. 86§1 of the Royal Decree of 14 January 2013, in which the factors M and N refer to the total contract. However, the maximum of the fines relating to each partial period of P working days shall be:

$$R_{par} = \frac{M}{20} \times \frac{P}{N}$$

2.24.4 Measures as of right (Art. 47 and 87)

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

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

The measures as of right are:

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

of the terminated part,

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

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

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

2.24.5 Other sanctions (Art. 48)

Without prejudice to the sanctions provided in these Tender Specifications, the contractor defaulting on performance may be excluded by the contracting authority from its public contracts for a three-year period. The contractor in question will be given the opportunity to present a defence and the reasoned decision will be notified to him.

2.25 Acceptance, guarantee and end of the public contract (Art. 64-65 and 91-92)

2.25.1 Acceptance of the works performed (Art. 64-65 and 91-92)

The managing official will closely follow up the works during performance. The services will not be accepted until after fulfilling audit checks, technical acceptance, and prescribed tests.

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

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the works, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the building contractor.

When the work is completed on the date set for its completion, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

When the work is terminated before or after this date, the building contractor notifies the managing official thereof, by registered letter or e-mail showing the exact date of dispatch, and requests, on that occasion, to proceed to provisional acceptance. Within 15 days after the date of receipt of the building contractor's request, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

The provisional acceptance visit shall not take place until all works are fully terminated. In case the contractor notifies the managing official that works are terminated but it appears during the technical acceptance inspection that works are not fully implemented, a report refusing the technical acceptance will be drawn up, the contractor's notification is considered as void. Once the works are fully implemented, the contractor will have to send a new notification.

Site security, including at night, shall be the building contractor's responsibility until the complete provisional acceptance report is signed, even if the Contracting Authority has already taken possession of the site.

2.25.2 Warranty

The warranty period commences on the date on which provisional acceptance is given and last for one year.

Within 15 calendar days preceding the date of expiry of the warranty period, a report confirming final acceptance or refusing acceptance will be drawn up.

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works.

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

However, after provisional acceptance, the building contractor will not be liable for damage the causes of which are not attributable to him.

The contractor who, during the warranty period, does certain works or partial works, shall restore the adjacent parts (such as paint, wallpaper, parquet floor...) if these have been damaged because of 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.

During the warranty period, which amounts to 2 years, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation and maintain it in this state.

From the time of provisional acceptance and without prejudice to the provisions of paragraph 1 relating to its obligations during the warranty period, the building contractor shall be responsible for the solidity of the work and the proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any breach of the contractor's obligations during the warranty period will be reported ('procès-verbal') and lead to measures as of right, in accordance with Article 44 of the GIR.

2.25.3 Acceptance costs

Travel costs and costs for the stay of the representative of the contracting authority will be borne by the building contractor.

When drawing up his tender, the tenderer shall consider the following acceptance costs:

In-depth overview of acceptance costs that shall be borne by the service provider, in which case, provision to be made in full concordance with Article 1.3.4.4 above.

2.26 Price of the public contract in case of late performance (Art. 94)

The price of the works performed during a period of delay attributable to the building contractor will be calculated in accordance with whichever of the following procedures proves the more advantageous to the contracting authority:

by assigning to the constituent elements of the prices contractually specified for revision the values applicable during the period of delay in question; or

by assigning to each of these elements an average value (E) established as follows:

$$E = \frac{e_1 \times t_1 + e_2 \times t_2 + \dots + (e_n \times t_n)}{t_1 + t_2 + \dots + t_n}$$

where,

e_1, e_2, \dots, e_n , represent the successive values of the element in question during the contractual period, which may be extended insofar as the delay is not attributable to the building contractor.

t_1, t_2, \dots, t_n , represent the corresponding periods for applying these values, expressed in months of 30 days, each fraction of a month being ignored and the periods of suspension of performance of the contract not being taken into consideration.

The value of E is calculated to the second decimal place.

2.27 Invoicing and payment of the works (Art. 66 et seq and 95)

Payment will be made within 30 days after submission and approval of the invoice.

The invoice shows the full details of the works that justify the payment. The invoice is signed and dated and includes the statement 'Certified true and sincere for the amount of EUR (amount in words)', as well as the reference **Enabel TAN180351T – 10049: Construction of the female dormitory at Tabora Beekeeping Training Institute.**

The invoice that does not include this reference cannot be paid.

The invoice address is:

Dominique Vermeire
Beekeeping Value Chain Project (BEVAC)
14/15 Masaki, Haile Selassie Road
Oasis Office Park, 4th Floor
P.O Box 23209
Dar es Salaam, Tanzania

Payments will be made based on the monthly progress reports that are established by the building contractor and the works supervisor and approved by the managing official after inspection and partial provisional acceptance.

The contractor will prepare monthly reports which shall include for each item the following:

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

No advance payments may be requested. Payment will be made only after performance and acceptance.

Payment will be by bank transfer only.

2.25.4 VAT and taxes

The project BEVAC, implemented by Enabel with funding from the European Union (EU) in cooperation with the Government of Tanzania through the Ministry of Natural Resources and Tourism, is exempted from VAT.

Withholding tax procedure doesn't not apply as this call is related to a work contract.

2.28 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e., court action, correspondence must (also) be sent to the following address:

Enabel s.a.

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms Inge Janssens rue

Haute 147

1000 Brussels Belgium

3 Technical specifications

The specifications relating to this contract (Technical Specifications/ Drawings/Bill of quantities) are delivered in the hyperlink below:

https://drive.google.com/drive/folders/1y3d01JUiABrWgUdp41SYu7aJMeCg7MrD?usp=drive_link

4 Forms

Instructions for compiling the tender

The tenderer must use the tender form in annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

The tender forms must be submitted in two copies, one of which mentions 'original' and the other mentions 'duplicata' or 'copy'. The original must be a paper copy. The duplicate may be a simple photocopy, but it may also be submitted in the form of one or several files on a USB stick/digital memory stick.

The different parts and annexes of the tender must be numbered.

The prices are given in euros and rounded off to two figures after the decimal point. If necessary, they may be rounded off to four figures after the decimal point. Erasures and alterations, additions or changes in the tender forms must be accompanied by a signature next to the erasure and alteration, addition or change concerned.

This also applies to erasures and alterations, additions or changes made by means of a correction ribbon or correcting fluid.

The tender must bear the **original hand-written signature** of the tenderer or of his representative.

If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

OR

The tenders must be submitted via the e-tendering internet site <https://eten.publicprocurement.be/>, which ensures compliance with the conditions of Article 14, §7 of the Law.

Further information can be obtained on the site <http://www.publicprocurement.be> or by calling the e-procurement department helpdesk: +32 0 2,790 52 00.

The tenderer must not sign the tender and its annexes individually when they are uploaded to the electronic e-Procurement platform. These documents are signed globally by affixing a **signature** to the relevant **submission report**.

When the tenderer does not submit his tender via e-tendering, the original copy of his tender must be submitted as a hard (paper) copy.

The tenderer must use the tender form in annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

The tender forms must be submitted in two copies, one of which mentions 'original' and the other mentions 'duplicata' or 'copy'. The original must be a paper copy. The duplicate may be a simple photocopy, but it may also be submitted in the form of one or several files on a USB stick/digital

memory stick.

The different parts and annexes of the tender must be numbered.

The prices are given in euros and rounded off to two figures after the decimal point. If necessary, they may be rounded off to four figures after the decimal point.

Erasures and alterations, additions or changes in the tender forms must be accompanied by a signature next to the erasure and alteration, addition or change concerned.

This also applies to erasures and alterations, additions or changes made by means of a correction ribbon or correcting fluid.

The tender must bear the original hand-written signature of the tenderer or of his representative.

If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

4.1 Identification forms + Power of attorney

The tenderer shall include in his/her tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium. In case of a **joint venture**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated, and the power of attorney must be completed accordingly.

4.1.1 Natural person

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

| | |
|--|--|
| I. PERSONAL DATA FAMILY NAME(S) ① FIRST NAME(S) ① DATE OF BIRTH Day MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORTDRIVING LICENCE ② OTHER ③ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER ④ PERMANENT PRIVATE ADDRESS REGION ⑤ P.O. BOX COUNTRY CITY PRIVATE PHONE PRIVATE E-MAIL | |
| II. BUSINESS DATA | |
| If YES, please provide business data and attach copies of official supporting documents | |
| Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)? and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ? YES NO | BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY |
| DATE | SIGNATURE |

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country.

⑤ To be completed with Region, State or Province by non-EU countries only, excluding EFTA and candidate countries.

4.1.2 Legal person entity private/public legal body

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

| | | |
|---|-------------------|----------------|
| OFFICIAL NAME ② ABBREVIATION MAIN REGISTRATION NUMBER③ SECONDARY REGISTRATION NUMBER (if applicable) | | |
| PLACE OF MAIN REGISTRATION | CITY | COUNTRY |
| DATE OF MAIN REGISTRATION | DD MM YYYY | |
| VAT NUMBER | | |
| OFFICIAL ADDRESS | | |
| POSTCODE | P.O. BOX | CITY |
| COUNTRY | | PHONE |
| E-MAIL | | |
| DATE | STAMP | |
| SIGNATURE OF AUTHORISED REPRESENTATIVE | | |

- ① **Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e., being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).**
- ② **National denomination and its translation in EN or FR if existing.**
- ③ **Registration number in the national register of the entity.**

4.1.3 Public law entity

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

| | | | | | |
|--|--|------------------------|----------------|-------------|--|
| OFFICIAL NAME^① BUSINESS NAME (if different) | | | | | |
| ABBREVIATION | | | | | |
| LEGAL FORM | | | | | |
| ORGANISATION TYPE | | FOR PROFIT | | | |
| | | NOT FOR PROFIT | | | |
| | | NGO^② | | | |
| | | YES | | | |
| | | NO | | | |
| MAIN REGISTRATION NUMBER^③ | | | | | |
| SECONDARY REGISTRATION NUMBER (if applicable) | | | | | |
| PLACE OF MAIN REGISTRATION | | | CITY | | |
| | | | COUNTRY | | |
| DATE OF MAIN REGISTRATION | | | | | |
| | | DD | MM | YYYY | |
| VAT NUMBER | | | | | |
| ADDRESS OF HEAD OFFICE | | | | | |
| POSTCODE | | P.O. BOX | | CITY | |
| | | | | | |
| COUNTRY | | | PHONE | | |
| E-MAIL | | | | | |
| DATE | | | STAMP | | |
| SIGNATURE OF AUTHORISED REPRESENTATIVE | | | | | |

^① National denomination and its translation in EN or FR if existing.

^② NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

^③ Registration number in the national register of companies. See table with corresponding field denomination by country.

4.2 Subcontractors

| Name and legal form | Address / Registered office | Object |
|---------------------|-----------------------------|--------|
| 1. | 2. | 3. |
| 4. | 5. | 6. |
| 7. | 8. | 9. |
| 10. | 11. | 12. |
| 13. | 14. | 15. |

Last name, first name:

Function:

Date:

Signature:

4.3 Third-party capacity – Forma engagement (optional)

Declaration on honour

(To be filled out and signed by the third party)

Hereby, I undersigned,
(Name, first name, function)

Declaration on honour that.....
(Name of the third-party company and enterprise number)

will put at the disposal of tenderer
(Name of the tenderer and enterprise number)

the capacities and resources the latter claims in order to meet the requirements of this public contract, regarding the qualitative selection, for the whole term of the public contract.

The resources concerned are the following (to be completed in a clear way):

- ...
- ...
- ...

Company stamp:

Last name, first name:
Function:
Date:
Signature:

4.4 Tender Forms – TOTAL PRICE

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

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

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

| | |
|--|--------------------|
| TOTAL PRICE for Construction of the female dormitory at Tabora Beekeeping Training Institute | Euro Excluding VAT |
|--|--------------------|

Attention! The tenderer has to fill and joint at the form 4.15 the Price-schedule (BOQ) *Inclusive of project registration fees to Engineering Registration Board (ERB), Architect and Quantity Surveyor Board (AQRB) and Contractors Registration Board (CRB)**

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical, or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents included in Part 3 must be attached to the tender.

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

In annex, the tenderer attachesto his tender.

Certified true and sincere,

Handwritten original signature(s):

4.5 Price-schedule - Inclusive of project registration fees to Engineering Registration Board (ERB), Architect and Quantity Surveyor Board (AQRB) and Contractors Registration Board (CRB)

https://drive.google.com/drive/folders/1y3d01JUiABrwgUdp41SYu7aJMeCg7MrD?usp=drive_link

4.6 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:
 - 1° 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:

<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:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-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%A9sorier/contr%C3%B4le-des-instruments-1-2

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

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

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

b. Enabel already has said documents.

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

Date

Location

Signature

4.7 Integrity statement for the tenderers

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

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

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

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

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

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

Date

Location

Signature

4.8 Contractor Registration Board in Tanzania (classe 1 or 2)

The tenderer must enclose a valid certificate of registration with the Contractor Registration Board in Tanzania in accordance with the provision of Section 16(2) (b) and (c) of Tanzanian contractors Registration Act No. 17 of 1997. The certificate must show either:

| CLASS LIMIT FOR SINGLE CONTRCT (In Tshs.) | | | | | |
|--|------------------|------------------|-------------------|-------------------|-------------------|
| Class | Civil | Building | Mechanical | Electrical | Specialist |
| ONE | <i>Unlimited</i> | <i>Unlimited</i> | <i>Unlimited</i> | <i>Unlimited</i> | <i>Unlimited</i> |
| TWO | 5,000,000,000 | 3,000,000,000 | 2,000,000,000 | 2,000,000,000 | 400,000,000 |

In the case of a joint venture, the tender must specify the role of each member and a lead partner must be designated. Each member of the consortium must present the registration detailed above.

+ Current CRB Annual subscription fees receipt

4.9 Criminal record of the manager of the bidding company

4.10 Certification of clearance with regards to the payments of social security contributions

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

4.11 Certification of clearance with regards to the payments of applicable taxes

- Current authenticated Tax clearance certificate from TRA
- Tax Identification Number (TIN)
- Value Added Tax (VAT) registration certificate

4.12 Financial capacity

The tenderer must enclose with his tender a declaration on his honour stating his average annual turnover over the last three years (2020-2021-2022).

To be selected, the tenderer must have achieved an average annual turnover of at least 1.000.000 euros over the last three years.

4.13 References

The tenderer must provide in his/her offer the list of 3 **similar works including for delivered in the last 3 years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those works.

In order to be selected for this contract, the tenderer must have at least 3 relevant certificates of completion for similar reference(s) carried out to the highest standard and to the complete satisfaction of the client, issued or countersigned by the competent authority or, where the recipient was a private purchaser, by a certificate from the purchaser.

| Description of the main similar works performed | Amount involved | Relevant dates in the last 3 years | Name of the public or private bodies |
|---|-----------------|------------------------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Last name, first name:

Function:

Date:

Signature:

4.14 Declaration on honour the minimum required equipment

In order to be selected, the tenderer must include with its offer.

A declaration on honour in which he certifies that he has the **minimum required equipment** described below, including a description (number, make, type, power, year of commissioning and date of the last technical inspection) of the equipment and whether it is owned or leased.

The minimum equipment to be made available for the contract by the successful Tenderer shall be:

| S/No. | Item of equipment | Minimum Capacity | Minimum number Required |
|-------|--------------------------------------|----------------------|-------------------------|
| 1. | Excavator | 130KW | 1 |
| 2. | Vibrating Roller | 75KW | 1 |
| 3. | Wheel Loader | 1.5 m ³ | 1 |
| 4. | Drum concrete mixer | 14m ³ /hr | 1 |
| 5. | Drum concrete mixer | 5m ³ /hr | 2 |
| 6. | Porker vibrators | | 3 |
| 7. | Handled compactors | | 2 |
| 8. | 7 – 10 tonne lorries | 4.5 m ³ | 2 |
| 9. | Tipping Trucks | 15 – 20 tones | 2 |
| 10. | Water Tank vehicle | 600 m ³ | 1 |
| 11. | Trench excavator | 1.5 m ³ | 1 |
| 12. | Four-wheel drive vehicle | | 1 |
| 13. | Jack Harmer | 400 Hp | 1 |
| 14. | Plumbing Equipment | | 1 set |
| 15. | Generator | 100 KVA | 1 |
| 16. | Dewatering Pump | 3 HP | 1 |
| 17. | Surveying equipments | | 1 set |
| 18. | Welding Machine with all accessories | | 1 Set |
| 19. | | | |
| 20. | | | |
| 21. | | | |

Last name, first name:

Function:

Date:

Signature:

4.15 Supervisory staff to be employ on the contract

The tenderer shall dispose of staff that can fulfil the contract properly and meet the following requirements. This description should include CVs for all the minimum team members listed below.

The tenderer shall enclose with its tender a list of the personnel who will be employed during the performance of the contract (see form of this SCC). In this document, the tenderer must mention the diplomas held by these personnel, as well as their professional qualifications and experience.

The minimum number and qualification of key staff/personnel required is:

| Item No | Position/Specialization | Relevant academic qualifications | Minimum years of relevant work experience |
|---------|-------------------------------|---|---|
| 1. | Site/Construction Manager (1) | Degree in Civil Engineering or Equivalent | 10 |
| 2. | Site Engineer (1) | Degree in Civil or Mechanical Engineering or equivalent | 7 |
| 3. | Quantity Surveyor (1) | Degree in Quantity Surveying or Bachelor of Science in Building Economics (BSc. BE). | 5 |
| 4. | Land Surveyor (1) | Diploma in Land Surveying | 5 |
| 5. | Site Foreman (1) | At least an ordinary diploma in civil/building engineering | 5 |
| 6. | Civil Technician (1) | Diploma in Civil Engineering | 5 |
| 7. | Electrical Technician (1) | Diploma in Electrical engineering | 5 |
| 8. | Health and Safety Officer (1) | Diploma in Health/Social/Environmental Sciences and Certification by OSHA or similar Bodies/Authorities | 5 |

Detailed description

Construction Manager (1) (practicing registered civil engineer) with Degree in Civil Engineering or Equivalent and 10 years' general experience and 5 years' specific experience as a construction Manager in works of an equivalent nature and volume.

The attached CV should reflect this experience and must be duly signed by the owner of the credentials. The proposed Construction Manager must attach a certificate of registration as an engineer with a verifiable Board of Engineers.

| Proposed position | Name of expert | Age | Educational background | Years of experience as a construction manager | Years of experience in construction |
|--|----------------|----------|------------------------|---|-------------------------------------|
| Construction manager | | | | | |
| Description of the major works for which responsible | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) | |
| | | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

Site engineer (1) with at least a BSc degree in Civil/Building Engineering with 7 years' general experience and 5 years' specific experience as a site engineer in works of an experience should be after graduation in relevant qualifications.

The attached CV should reflect this experience and must be duly signed by the owner of the credentials. The proposed Site engineer must attach a certificate of registration as an engineer with a verifiable Board of Engineers.

| Proposed position | Name of expert | Age | Educational background | Years of experience as a site engineer | Years of experience in construction |
|---|-----------------------|-------------|-------------------------------|---|--|
| Site engineer | | | | | |
| Description of the major works for which responsible | | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) |
| | | | | | |
| | | | | | |

Quantity Surveyor (1) with at least Degree in Quantity Surveying or Bachelor of Science in Building Economics (BSc. BE) with 5 years' general experience in building works as a Quantity Surveyor in works of an equivalent nature and volume.

The attached CV should reflect this experience and duly signed by the owner of the credentials.

| Proposed position | Name of expert | Age | Educational background | Years of experience as a building works (QS) | Years of experience in construction |
|---|-----------------------|-------------|-------------------------------|---|--|
| Building works foreman | | | | | |
| Description of the major works for which responsible | | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) |
| | | | | | |
| | | | | | |

Site Foreman (1) with at least an ordinary diploma in civil/building engineering with 5 years'

general experience and 4 years' specific experience as a building works foreman in works of an equivalent nature and volume.

The attached CV should reflect this experience and duly signed by the owner of the credentials.

| Proposed position | Name of expert | Age | Educational background | Years of experience as a building works foreman | Years of experience in construction |
|---|-----------------------|-------------|-------------------------------|--|--|
| Building works foreman | | | | | |
| Description of the major works for which responsible | | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) |
| | | | | | |
| | | | | | |

If the tenderer does not have the specialists required below in its internal structure, it can ensure their presence in the team by means of a temporary association (consortium) or by subcontracting. In the latter case, the tenderer must indicate the share of the contract that it intends to subcontract.

Last name, first name:

Function:

Date:

Signature:

4.16 Explanatory note, which should include the following elements

- the technical data sheets relating to the materials, equipment, software, programs, etc. proposed in the tender for carrying out the work proposed in the tender for carrying out the work.
- the explanation of the modus operandi of the works and the organization of the site proposed by the tenderer.
- a schedule of the works

Annex - Model of Proof of posting bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract:

“Construction of the female dormitory at Tabora Beekeeping Training Institute, tender documents Enabel TAN180351-10049 (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel TAN180351-10049 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference: Enabel TAN180351-10049.

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Company stamp:



Last name, first name:

Function:

Date:

Signature:

Summary of forms and documents to be attached to the bid

4.1 Identification of the tenderer + Power of attorney

- When the tender is submitted by a legal person, the tender must include the statutes or company deeds and any changes to information regarding its administrators or managers.
- When the tender is submitted by a mandatary, the tender must include a copy of the original public deed or private document that transfers these powers to him or her or a copy of the proxy.
- When the tender is submitted by a tenderer who intends to rely on the capacities of other entities, he shall prove to the contracting authority that he will have at his disposal the resources necessary, for example, by producing a commitment by those entities to that effect. The formal engagement consists of a written declaration signed by the mandatary of the third party, indicating the means, capacities and resources made available to the tenderer for performing this public contract (see Third party capacity forms engagement). If this option was chosen, he documents regarding the exclusion grounds are also requested from this third party.

4.2 Subcontractors

4.3 Third-party capacity – Forma engagement (optional)

4.4 The signed Price form.

4.5 Price-schedule - Inclusive of project registration fees to Engineering Registration Board (ERB), Architect and Quantity Surveyor Board (AQRB) and Contractors Registration Board (CRB).

4.6 Declaration on honour exclusion criteria

4.7 Integrity statement for the tenderers

4.8 Contractor Registration Boards in Tanzania.

- o Building contractors CRB Registration certificate (Class 1 or 2)
- o Current CRB Annual subscription fees receipt

4.9 Criminal record of the manager of the bidding company

4.10 Certification of clearance with regards to the payments of social security contributions

4.11 Certification of clearance with regards to the payments of applicable taxes

- o Current authenticated Tax clearance certificate from TRA
- o Tax Identification Number (TIN)
- o Value Added Tax (VAT) registration certificate

4.12 Declaration minimum turnover

4.13 References of similar works (provide at least 3 Project completion certificates from previous similar construction works)

4.14 Declaration on honour the minimum required equipment's (List of equipment's that will be used for this work as detailed under section 4.13 of this tender document)

4.15 Supervisory staff to be employ on the contract and Curriculum Vitae of key personnel

4.16 Explanatory note, which should include the following elements.

- o the technical data sheets relating to the materials, equipment, software, programs, etc. proposed in the tender for carrying out the work proposed in the tender for carrying out the work.
- o the explanation of the modus operandi of the works and the organization of the site proposed by the tenderer.
- o a schedule of the works