



Tender documents

TAN180351T-10085

Public services contract for *Geotechnical investigation and design Review of the Existing Documents and Supervision services of the works for female dormitory in Tabora*

Country: Tanzania

Table of contents

1	General point	4
1.1	Deviations from the General Implementing Rules.....	4
1.2	Contracting authority	4
1.3	Institutional framework of Enabel.....	4
1.4	Rules governing the public contract	5
1.5	Definitions.....	6
1.6	Processing of personal data by the contracting authority and confidentiality	7
1.7	Deontological obligations.....	7
1.8	Applicable law and competent court	8
2	Object and scope of the contract	9
2.1	Type of contract.....	9
2.2	Object and scope of the contract	9
2.3	Items	9
2.4	Duration	9
2.5	Variants	9
2.6	Options	9
2.7	Quantities	9
3	Procedure	10
3.1	Award procedure	10
3.2	Publication	10
3.3	Information.....	10
3.4	Tender.....	10
3.5	Submission of tenders	11
3.6	Amending or withdrawing tenders.....	12
3.7	Opening of tenders.....	12
3.8	Evaluation of tenders.....	13
3.9	Concluding the contract	16
4	Specific contractual provisions	17
4.1	Definitions (Art. 2).....	17
4.2	Correspondence with the service provider (Art. 10).....	17
4.3	Managing official (Art. 11)	17
4.4	Subcontractors (Art. 12-15).....	18
4.5	Confidentiality (Art. 18).....	18
4.6	Protection of personal data	19
4.7	Intellectual property (Art. 19-23).....	19
4.8	Performance bond (Art. 25-33).....	19

4.9 The guarantee or bond will be released after final acceptance of all deliverables.Conformity of performance (Art. 34).....	21
4.10 Changes to the procurement contract (Art. 37 to 38/19).....	21
4.11 Preliminary technical acceptance (Art. 41-42).....	22
4.12 Performance modalities (Art. 146 and seq.).....	22
4.13 Zero tolerance sexual exploitation and abuse.....	23
4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)	23
4.15 Invoicing and payment of services (Art. 66-72 and 160)	24
4.16 End of the contract (Art. 64-65, 150 and 156-157)	25
4.16 Modifications to the contract (Art. 37-38 and 151)	26
4.17 Litigation (Art. 73)	26
5 Terms of reference.....	27
5.1 Subject of the invitation to tender	27
5.2 Scope of the consultancy	27
Detailed scope of assignment.....	27
Framework for site supervision.....	33
Expected outputs.....	33
Delivery schedule.....	35
Reporting requirements	36
Formats.....	38
Personnel requirements and inputs.....	38
6 Forms.....	40
6.1 Identification forms.....	40
6.2 Declaration on honour – exclusion criteria	42
6.3 Integrity statement for the tenderers	44
6.4 Power of attorney	45
6.5 Certification of registration and / or legal status	45
6.6 Certification of clearance with regards to the payments of social security contributions	45
6.7 Certification of clearance with regards to the payments of applicable taxes.....	45
6.8 References of similar services.....	46
6.9 Financial offer & tender form	47
Signature and stamp:	47

1 General point

1.1 Deviations from the General Implementing Rules

Point 4 “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 “Performance bond (Art. 25-33)”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian Development Agency, further called “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).

Enabel, supports the developing countries in the fight against poverty on behalf of the Belgian Government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this public contract, Enabel is represented by Mr. Koen Goekint, Resident Representative of Enabel in Tanzania, and Mr. Cedric De Bueger, Expert in Contracting.

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian Development Agency.

The following developments are also a leitmotiv in Enabel operations: We mention 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 are important touchstones.
- In the field of fighting 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.

¹ Belgian Official Gazette of 26 March 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008

- 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 Organisation⁵ on Freedom of Association (C. n°87), on the Right to Organise and 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 respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 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.

1.4 Rules governing the public contract

This public contract shall be governed by the Belgian law, among others:

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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/who-we-are/integrity>

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

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

1.5 Definitions

The following definitions shall be used for the purposes of this contract:

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Tanzania;
- 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 implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Litigation: Court action;
- Technical specifications/Terms of Reference: 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 kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;
- 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 procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- 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.

1.6 Processing of personal data by the contracting authority and confidentiality

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

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/gdpr-privacy-notice>

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 procurement contracts for Enabel.

1.7.2. For the duration of the procurement 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 Organisation (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 candidate's 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 procurement 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 agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.7.6. The contractor of the procurement contract 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. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

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 via <https://www.enabel.be/report-an-integrity-problem>

1.8 Applicable law and competent court

The public 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. See also point O "4.17 Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

This Procurement Contract is a Services Public Procurement Contract

2.2 Object and scope of the contract

The tender consists of performing Geotechnical investigation and design Review of the Existing Documents and supervision of the works.

The performance of the tender will be composed of the following two phases:

Phase 1: Geotechnical investigation and design Review of the Existing Documents.

-To conduct the Geotechnical investigation of the site and provide the assessment of the situation and the conformity of the Existing Design.

-Design Review of the existing design and endorsing it.

-Providing missing Documents not limited to the Slabs Reinforcement and the site layout plans.

Phase 2: Supervision of the Construction of the Dormitory

2.3 Items

Item 1 = Phase 1

Item 2 = Phase 2

2.4 Duration

The contract starts upon award notification and expires at the final acceptance. Meaning after acceptance of all services in accordance with the terms of reference and the bid that may have been adapted during the negotiations.

Deadlines for performance are specified in section 4-5 Terms of reference, under 3.3 Objectives of the exercise.

2.5 Variants

Each tenderer may submit only one tender. Variants are forbidden.

2.6 Options

The tenderer may not submit an option. Free options are forbidden. The option proposed will be discarded.

2.7 Quantities

The quantities are set in the part 5 “Term of references” and in the form Price part 6

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Article 42, §1, al. 1, 1°, a) of the Law of 17 June 2016 on public procurement via a Negotiated Procedure without Prior Publication.

3.2 Publication

These tender documents are published on the Enabel website (www.enabel.be).

Interested Contractor firms that take note of these specifications via the Enabel website and that meet the conditions for participation in this contract are invited to tender.

3.3 Information

The awarding of this contract is coordinated by **Mr. Alern Mgeni** Procurement Officer of Enabel in Tanzania. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service /this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

Until 8 days before the deadline to submit a bid, tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Alern Mgeni (alern.mgeni@enabel.be) et cc procurement.tza@enabel.be

They will be answered in the order received.

Until the notification of the award decision, no information shall be provided about the evaluation of the procedure.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published on the Enabel website or that are sent to him by e-mail.

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 tender documents that precludes him from establishing his price or compare tenders, within 10 days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

The tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;
5. Power of Attorney;
6. Updated certification of registration
7. The document certifying that the tenderer is in order with the payment of social contributions;
8. The document certifying that the tenderer is in order with the payment of taxes.

9. Form 6.9: List of the main similar services and certificates associated.
10. Form 6.10: Financial offer & Tender form.
11. Form 6.11: Technical offer;

The tenderer is strongly advised to use the tender forms in annex (see point 6 “Forms”). When not using 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 or Portuguese.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions.

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

3.4.2 Price determination

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

The present contract is a all-in lump-sum unit price contract requested for the two following items:

Item 1: Geotechnical investigation and Design Review – Lump Sum Price

Item 2: Supervision – Lump sum price = percentage fee based on the amount of the works (826.650,68 Euro Excluding VAT).

According to Art. 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit involving any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.4.3 Elements included in the price

The contractor is deemed to have included in his unit and global prices any charges and taxes generally applied to services, **withholding tax includes**, with the exception of VAT (value-added tax) for the total services, which must be mentioned in a separate line (see Price form) 2A.

Fees, the per diems, travel costs, accommodation costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of **90 calendar days** from the deadline for the submission of tenders.

3.5 Submission of tenders

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

The offer should be submitted in **English**

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 authorised 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.

The tenderer submits his tender as follows:

- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 28/02/2024 at noon**.

It is submitted in a properly sealed envelope bearing the following information:
Tender TAN180351T-10085.

It may be submitted:

- a) By mail (standard mail or registered mail)

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

Enabel Representation
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 08:00 to 17:00 (Tanzanian time).

Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the electronic offers are sent in due time.

Please note that the awarded tenderer will be required to send the hard copies of the complete tender.

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative.

The object and the scope of the changes must be described in detail.

Any withdrawal shall 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.

3.7 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 "Submission of tenders". The tenders shall be opened behind closed doors without the tenderers.

3.8 Evaluation of tenders

The tenderers attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet).

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.

3.8.1 Exclusion grounds and selection criteria

Exclusion grounds

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 “Declaration on honour”.

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 “Forms” to the contracting authority at the latest upon contract awarding, namely the following:

1. Signed and dated **declaration of honour** form;
2. Copies of the most recent documents showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the **payment of social contributions**;
4. The document certifying that the tenderer is in order with the **payment of taxes**.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of Law of 17 June 2016.

Selection criteria

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in point 6 “Forms”, namely the following:

Financial capacity

The tenderer attaches to his offer a declaration on his honor in which he declares to have achieved a turnover of more than 150.000 € for each of the last three years (2017, 2018 and 2019).

Technical capacity

3 main References

The tenderer attaches to his offer certificates of good performance of 3 similar services with similar amount that the tenderer bid, performed in the last three years.

Team

The Tenderer attaches to his bid the cv's of the members of a team of professionals who have proven their experience and skills, at least the profiles bellow which meet following requirements:

No	Personnel	Minimum qualifications	Professional qualifications	Minimum working experience
1.	Team Leader/Project Manager (Architect)	Degree in Architecture. 12 years of experience in building and structural work, with experience in passive cooling and energy conservation design strategies of school buildings. should have carried out projects of similar nature in the public sector in East Africa, preferably in Tanzania	Membership to relevant recognized professional body	12 years
2.	Geotechnical/Civil/Structural engineer	Bachelor's Degree and a minimum 10 years of experience in geotechnical/foundation engineering, building and structural work, particularly educational institution buildings. He/she should have proven experience in Structure analysis.	Membership to relevant recognized professional body and a registered Engineer	10 years
3.	Services (electrical and mechanical) engineer	University degree (Electrical or mechanical Engineering) and have minimum of 10 years of experience in the electromechanical field, renewable energy and in the development of appropriate technology and particularly for education institutional buildings	Membership to relevant recognized professional body and a registered Engineer	10 years
4.	Quantity surveyor	University degree, with a minimum 10 years of experience in building and structural work, particularly education institutional buildings. The expert should have carried out projects of similar nature in the public sector	Membership to relevant recognized professional body	10 years
5.	Land surveyor	Bachelor's degree in land surveying with a minimum of 10 years' experience in topographic surveying.	Membership to relevant recognized professional body	10 years
6.	Environmental specialist	Master's degree and a minimum of 6 years of similar experience. The expert should have a valid registration by a recognised professional body as an EIA Specialist.	Membership to relevant recognized professional body	6 years
7.-8.	Clerks of Works (1No)	Ordinary Diploma in building/civil engineering or above with a minimum of 7 years' experience in works of similar nature		7 years

3.8.2 Award criteria (100 Points)

Financial offer: 40 points

To compare the offers with regard to the price criteria, Enabel will be based on sum of the two-unit prices given by the tenderer (form 6.2) for the two following items:

Item 1: Geotechnical investigation and Design Review Item 2: Supervision

The bids will be noted on basis of a rule of three.

Technical offer: 60 points

The tenderer has to join to his bid a technical bid of maximum 15 pages that describes the following three aspects:

1.1 Understanding the terms of reference Comments and proposal for improvement of the terms of reference by the tenderer (15 points) (see part 3 Terms of References)

1.2 Consistency and clarity of the proposed methodology for this criterion, the tenderer must ensure that all aspects of the assignment are covered by the proposed approach. Its approach must make it possible to achieve the targeted objectives. (30 points) (see part 3 Terms of References)

1.3 Compliance of the proposed work plan with TOR It will be a question of verifying the respect of deadlines, the staffing planned for the study and the distribution of the tasks between the members of the team. (15 points) (see part 3 Terms of References)

3.8.3 Final scores

The scores for the 2 award criteria shall be added up. The contract shall be awarded to the tenderer with the highest final score, after the contracting authority has verified the exactitude of the Declaration on honour of this tenderer and provided the control showed that the Declaration on honour corresponds with reality.

Regularity of tenders

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

Tenders that have reservations about the tender documents, that are incomplete, unclear, or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

The contracting authority reserves the right to regularise irregularities before and/or during the negotiations.

3.8.4 Negotiations

The formally and materially regular tenders shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned below.

With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any best and final offer (BAFO).

Once negotiations are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. All tenderer who's regular BAFO will be appointed the contractor for this contract and determined according to the order of ranking of the offers.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

3.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above. We need to point out though, that in conformity 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 can renounce to award the contract, either redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

Pursuant to Art. 95 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderers of the approval of his tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- these tender documents and the annexes.
- the approved Best and Final Offer (BAFO) of the contractor and all of its annexes.
- the notification of the award decision.
- if any, minutes of the information session and/or clarifications and/or the addendum.
- any later documents that are accepted and signed by both parties.

4 Specific contractual provisions

This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the 'General Implementing Rules of public contracts' of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 "Performance bond (Art. 25-33)").

4.1 Definitions (Art. 2)

- Managing official: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery is accepted;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Correspondence with the service provider (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender. The contracting authority allows the use of electronic means for the purpose of notification. Whether electronic means are used or not, when communicating, sharing and storing information, data must be kept complete and confidential.

4.3 Managing official (Art. 11)

The managing official is Mr. Stephen PAUL Project Manager of BEVAC.

Once the contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" 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 and signing acceptance and failure report(s).

However, the signing of amendments or any other decision or agreement implying a deviation 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 1.2 “Contracting authority”.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g., performance deadline, etc.) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the tender documents and that has not been notified by the contracting authority, shall be considered null and void.

4.4 Subcontractors (Art. 12-15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority. The contractor commits 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 to validate compliance with this legislation.

4.5 Confidentiality (Art. 18)

The contractor and his employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this contract. This information cannot under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, give this contract as a reference, provided that it indicates its status correctly (e.g. ‘in performance’) and that the contracting authority has not withdrawn this consent due to poor contract performance.

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.

4.6 Protection of personal data

4.6.1 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.

4.6.2 Processing of Personal Data by a Subcontractor

During contract performance, the contractor may process personal data of the contracting authority 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 with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

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

4.7 Intellectual property (Art. 19-23)

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

4.8 Performance bond (Art. 25-33)

4.8.1 Provision of a bond

The performance bond is set at 5% of the total amount, excluding VAT, of the contract. The amount thus obtained shall be 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 collective performance bond. The performance bond may also take the form of a guarantee (see “Model of Proof of posting bond”) issued by a credit institution meeting the requirements of the law relating to

the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch 15 (bonds).

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

1. when it comes to cash, by transferring the amount to the bpost bank account number of Caisse des Dépôts et Consignations. Complete the following form as precisely as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 MB), and return it to the email address info.cdcdck@minfin.fed.be
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 collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;
4. in the case of a surety, by the written undertaking of the credit institution or the insurance company.

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

5. the deposit receipt of the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
6. a debit notice issued by the credit institution or the insurance company; or
7. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or
8. the original of the joint and several performance bond stamped by the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
9. the original of the written undertaking issued by the credit institution or the insurance company granting a surety.

These documents, signed by the depositor, must state for whom the performance bond has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful tenderer and, if applicable, of the third party making the deposit, with the words "lender" or "representative" as applicable.

The period of 30 calendar days specified above shall be suspended during the period of closure of the successful tenderer's business during paid annual holidays and the days off in lieu stipulated by regulation or by a compulsory collective labour agreement.

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

4.8.2 Failure to post the performance bond (Art. 29)

When the contractor fails to prove that the performance bond has been posted within 30 calendar days, he will be set in default by registered mail. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by registered letter, the contractor has still failed to produce proof that the performance bond has been posted within a further period of 15 calendar days dating from the date of dispatch of the registered letter, the contracting authority may:

- 1° Post the performance bond itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

4.8.3 Release of the Bond (Art. 33)

At the request of the contractor, the bond will be released after final acceptance.

4.9 The guarantee or bond will be released after final acceptance of all deliverables. Conformity of performance (Art. 34)

The services must comply in all respects with the contract documents. Even in the absence of technical specifications in contract documents, the services must comply in all respects with good practice.

4.10 Changes to the procurement contract (Art. 37 to 38/19)

4.10.1 The value of the change is minimal (38/4)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered.

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

4.10.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.10.3 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 procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance 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 time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due 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 describes precisely their impact on the progress and cost of the procurement contract.

4.10.4 Unforeseen circumstances (Art. 38/9)

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 procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.11 Preliminary technical acceptance (Art. 41-42)

The contracting authority reserves the right to demand an activity report at any time of the activity to the service provider (meetings held, summary of results, problems encountered and problems solved, deviation from the planning and deviations from the ToR...).

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Implementation period (Art. 147)

The services will be performed during the whole duration of the works until the provisional acceptance of the works, after awarding of the contract.

4.12.2 Place where the services shall be performed (Art. 149)

The services shall be performed at the addresses mentioned in the terms of references.

4.12.3 Evaluation of the services performed

If during contract performance irregularities are found, the contractor shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently. The contractor is bound to perform the non-complying services again.

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will

be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

4.1.1 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider shall guarantee the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 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.

4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)

Failure of the contractor is not only related to services themselves but also to the whole of his obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the 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 the employees 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 position.

In case of violation, the contracting authority can impose a set fine to the contractor for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the successful tenderer hoped to obtain by offering the advantage to the employee. The contracting authority can decide independently about the application and the amount of this fine.

This term is without prejudice to the possible application of other measures as of right provided in the General Implementing Rules, namely the unilateral termination of the contract and /or the exclusion of contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

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

- When services are not performed in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the contractor does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a 'failure report', a copy of which shall be sent immediately to the successful tenderer by registered letter or equivalent.

The contractor shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the 'failure report'. His silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.

4.14.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Art. 45. They shall be due, without the need for notice, simply by the expiry of the implementation period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

4.14.3 Measures as of right (Art. 47-155)

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter 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 expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire 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 of the contract;

2° Performance under own management of all or part of the non-performed 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° shall be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract shall be borne by the new successful tenderer.

4.15 Invoicing and payment of services (Art. 66-72 and 160)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point o "4.15.3 Acceptance of the services performed"), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address: stephen.paul@enabel.be

The invoice will mention:

- “Enabel Representation 14/15 Masaki, Haile Selassie Road Oasis Office Park, 4th Floor P.O Box 23209 Dar es Salaam, Tanzania”
- the name of the contract: “Supervision services of the works of the BTI Female Dormitory”.
- the reference of the tender documents: “TAN180351T-10085”
- the name of the managing official: Stephen Paul –“Project Manager”.

The invoice shall be in Euros (should the tenderer have a Euro bank account) Payment will be by bank transfer only.

Schedule of payments

Advance payment: The successful bidder is allowed to submit invoice for advance corresponding to 10% of the amount of the contract after awarding the contract.

Phase 1: The successful bidder will submit invoice upon completion of each of the three activities

Phase 2: The successful bidder will submit invoices monthly in accordance with the construction progress scheme. Invoicing can only take place after certification and validation by the contracting authority of the construction progress achieved. Payment will be carried out after verification of the progress made.

4.16 End of the contract (Art. 64-65, 150 and 156-157)

A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 “Managing official (Art. 11)”).

4.15.3 Acceptance of the services performed

The services shall be only accepted after fulfilling requirements and after technical acceptance(s).

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.15 “General payment modalities (Art. 66-72 and 160)”).

Upon expiration of the thirty-day period following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

Where the services are completed before or after this date, it shall be the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty calendar days after the date of receipt of the service provider’s request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

4.16 Modifications to the contract (Art. 37-38 and 151)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered.

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

4.17 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. 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 competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

The contracting authority shall 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 guarantees the contracting authority against any claims for compensation by third parties in this respect.

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

**Enabel, Public-law Company with social purposes
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms. Inge Janssens
Rue Haute 147, 1000 Brussels, Belgium.**

5 Terms of reference

5.1 Subject of the invitation to tender

Within the last two decades the beekeeping sector in Tanzania has shown accelerated growth. The demand for honey and beeswax exceeds the supply against a background of high global demand which is expected to grow even further. There is a huge area of forest and woodlands in Tanzania that is ideal for developing the beekeeping industry. At the same time, beekeeping contributes to sustainable environmental management, reduction of deforestation and to climate change adaptation by providing alternative income sources in climate vulnerable areas. The Government of Tanzania increasingly acknowledges the importance of the beekeeping sector to income generation, trade and conservation of biodiversity and forest and woodlands.

The beekeeping value chain still has many constraints which are, among others, related to limited capacity of value chain actors and their poor coordination, weak performance of value chain service providers and the lack of an adequate enabling environment. The institutional capacity for demand-driven research and quality assurance needs further strengthening. The Ministry of Natural Resources and Tourism (MNRT), responsible for the development of the beekeeping sector, considers that the lack of adequate and appropriate processing and storage facilities, together with other constraints that restrict the marketing of honey, is one of the factors that hinder beekeeping sector development.

The intervention area for the Action covers the mainland regions of Tabora, Kigoma, Katavi, Singida, Shinyanga, and the whole of Pemba Island.

5.2 Scope of the consultancy

The objectives of the consultancy services is:

- (a) Perform Geotechnical Investigation of the Site.
- (b) Design Review the architectural and engineering Drawings and provide missing technical documents not limited the Site Layout Plans and Slabs Reinforcement Details and Design Report to be achieved as our intellectual Property also any other crucial which is needed for the completion of the Building and Review the Bill of Quantities without changing initial cost Estimate.
- (c) Supervise works.

Detailed scope of assignment

Phase 1 Geotechnical Investigation and Review existing designs.

Perform Geotechnical investigation at the site and assess the Existing Architectural and Engineering Drawings

- (a) Conduct the Geotechnical investigation of the site to which the Dormitory is to be constructed
- (b) Prepare detailed location, site and block plans/sections including all services and

external works;

- (c) Prepare detailed Missing architectural and engineering drawings for the works (including floor plans, sections, elevations, 3D drawings, working details and finishes/ fittings schedules) and the Structure Design Report.
- (d) Cross checking the Existing Bill of quantities with respect to the Assessed Engineering Estimate taking into account any new designing modification may be resulted by this assignment (Geotechnical Investigation and designs).

Phase 2: Contract Management and Supervision of Works and Supplies for Scope of Intervention

Major activities include:

2A Stage 1: Construction Stage

(a) Handover of site and startup activities

- (i) Prepare instruments/instructions to give the Contractor possession of the site and to authorize commencement of works, all for the approval of the Contracting authority before issuance.
- (ii) Organize and conduct a ceremony to handover/give possession of site(s) to the Contractor (Technical Handover).

(b) Generally

- (i) Administration of the contract
- (ii) Supervision of the construction works and supplies, with a view of ensuring quality, time and cost control.
- (iii) Responsibilities and tasks not limited to those listed hereunder.

(c) Contract management role of the Service provider's team:

- (i) Perform the role of a Supervisor as defined in the conditions of contract and will be responsible for management and administration of the contract, assisted by other specialists.
- (ii) Perform site inspections, fielding the required expertise at critical stages of execution of the works and supplies contracts.
- (iii) Make monthly progress reports to the project management team, coordinate contract activities and be the liaison between the Contracting authority and Contractor and beneficiary institutions.
- (iv) Arrange for regular site inspections (bi-monthly) involving other members of the consultancy team and beneficiary institutions as appropriate.
- (v) Organize and manage site meetings or other contract management meetings, to be held at least once every four weeks. Prepare minutes of the meetings and circulate promptly to reach all concerned parties, within seven days of each meeting.

- (vi) Advise the Contracting authority on measures being taken to avoid inherent delays.

(d) Employment of works supervisors/Clerks of Works:

The Service provider shall employ suitably qualified and experienced Clerks of Works in sufficient numbers and specializations to carry out full-time day-to-day supervision of the construction works and perform the responsibilities specified in the construction contract. Their tasks during the site execution of works and supplies contract will include the following:

- (i) Inspect site activities daily and confirm specified design and quality of the works; prepare and issue necessary remedial site instructions.
- (ii) Record daily the contractor's labour force, major equipment, materials on site and works activities performed and prepare weekly progress reports.
- (iii) Closely watch progress and timelines of planned construction, installation activities.
- (iv) Promptly report any negative happenings and anticipated problems/delays on the site and actions taken.
- (v) Participate in provisional handover inspections and preparations of snag lists or identified defects during the defect's liability period.
- (vi) Participate in the final inspection and handover.

(e) Occupational health and safety on site:

The Service provider shall:

- (i) Review and approval of the Contractors' health and safety policies, inclusive of adherence to national worker-related laws, local bye laws and regulations and ensuring compliance.
- (ii) Ensure that the main contractor(s), any domestic or nominated sub-contractors or visitors to the site adhere to local safety laws and regulations.
- (iii) Depending on the activity on site, ensure that the site and persons are provided with safety measures including safety helmets, boots, gloves, goggles, guard rails, safety equipment, site signs and first aid equipment.

(f) Quality Control:

- (i) Ensure the works are constructed in compliance with the drawings and contract specifications.
- (ii) Ensure materials and workmanship in the works and supplies conform to the specifications.
- (iii) Approve, samples of materials, good, components and workmanship that require prior approval before purchase or installation including conducting of pre-supply inspecting and/or testing of samples and

preparing of inspection reports.

- (iv) Approve work stages that require specific approvals before the works can proceed e.g. setting out, excavations, formwork, reinforcement, roof structures, etc.
- (v) Perform technical acceptance of supplies, including acceptance of installation and training related to supplies.

(g) Cost Control:

The Service provider shall:

- (i) Establish a cost plan for the works, based on the unit costs for individual work elements and the project budget.
- (ii) Periodically check and ensure that running elemental and grand total costs are within the limits of the cost plan and the contract budget.
- (iii) Prepare and submit to the Contracting authority a monthly cost appraisal report containing (i) and (ii) above.
- (iv) Advise the project management team when liquidated damages may need to be imposed on the Contractor.

(h) Cash flow and financial appraisal reports:

The Service provider shall:

- (i) Update cashflow charts to show the anticipated cash flow to the end of the contract period. The cash flow diagrams and tables shall be based on the Contractor's programmed, actual, and projected progress to assist the Contracting authority plan timely "draw down" of funds for payments to be made to the Contractor during the construction period.
- (ii) Up-date the cash flow chart every quarter, to show the comparison between projected and actual expenditure.
- (iii) Prepare a financial projection to show the anticipated expenditure in advance of each quarter. These will be prepared before each quarter and will show the quarterly anticipated expenditure during implementation.
- (iv) Prepare and submit to the Contracting authority every three months, a financial appraisal report on the contract and which shall include: up-to-date pricing of all variation's instructions and re-measurements; payments to-date; cash flow projections.

(i) Payments to the Contractor:

The Service provider shall:

- (i) Prepare formats for statements by the Contractor, valuations and certificates and other related documents, all to be approved by the Contracting authority prior to their adoption and use by the Service provider.
- (ii) Certify for payment work executed by the Contractor.

(j) Instructions:

The Service provider will from time to time and within the provisions of the construction contract issue instructions to the main contractor(s) related to guidance or adherence to the drawings, specifications, progress of the work or administrative requirements in the contract. The Service provider will also issue instructions related to possible claims for extensions of time, which may be due to the Contractor in accordance with the contract but upon approval by the Contracting authority.

(k) Variations:

Where the Service provider needs to issue instructions related to variations which increase the value of the contract, prior approval will, where required by the contract, be sought from the Contracting authority. Where the issue of an instruction is related to the safety of the work, installations, Contractor's staff or any other emergency, the Service provider will issue the instruction, and notify the Contracting authority at the earliest opportunity providing full details to substantiate the issue of the instruction.

(l) Progress photographs and report:

The Service provider shall:

- (i) Prepare three sets of progress photographs on the first day of each month during the construction period.
- (ii) Mount the progress photographs at site, and submit a copy of the photographs to the Contracting authority.
- (iii) Prepare a short report incorporating the photographs and describing the progress achieved in the month and supported by an up-date of the construction programmed.

(m) Completion of construction and Take-Over by Contracting authority:

The construction stage will end, and the Works shall be taken over by the Contracting authority when the Works have been completed in accordance with the contract and the Taking-Over Certificate for the Works has been issued by the Service provider.

At the practical (substantial) completion date, the Service provider shall prepare the snags list and issue defects notification, test the works and installations, and start preparation of operating and maintenance manuals and as-built drawings.

The completed buildings and site shall be handed over to the Contracting authority within 7(seven) days of the completion date. The Service provider shall coordinate and oversee these in accordance with the construction contract.

(n) As-built drawings

Prepare, compile, and provide to the Contracting authority as-built

drawings, installation schedules and operation and maintenance manuals at the completion of the project.

2B Stage 2: Post Construction Stage

(a) Rectification of defects:

The Service provider shall:

- (i) Carry out a detailed inspection of possible defects during and at the end of a twelve-month defects' liability period
- (ii) Conduct interim visits and inspections or testing during the defects liability period where remedial measures are necessary to ensure the safety or continued normal use of the buildings.
- (iii) Arrange follow-up meetings to confirm that remedial work has been fully completed.
- (iv) conduct training on the operation and maintenance of renewable energy facilities.

(b) Completion Certificates:

The Service provider shall prepare and issue completion certificates, defects correction certificate and final payment certificate in accordance with the works contract and to signify full completion of the works.

(c) Final accounts:

The Service provider shall prepare two separate final accounts for the Contracting authority's approval as follows: -

- (i) The final account for the construction contract prepared soon after issue of defects correction certificate and issued to all parties for agreement.
- (ii) The project final report, acceptance whereof will signify the end of the Service provider's assignment on the consultancy contract.

(d) Managing contract closure activities

In addition to the specific responsibilities set out in the Section Para (a) to (c) above, the Service provider shall manage contract closing activities as follows:

- (i) Establish and agree with the Contracting authority and document the criteria to be used for confirming completion of the contract (tasks finished, deliverables finished, testing completed, training requirements finished, equipment installed, tested, and operating, document manuals submitted, etc).
- (ii) Document and agree with the Contracting authority the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed.
- (iii) Identify the Contracting authority representatives to sign the project completion report, confirm the persons responsible for each step of the

acceptance process, the post-contract support required and the persons responsible.

- (iv) Convene and hold a contract close-out meeting attended by the Contracting authority, stakeholders, end users and Contractors at which the completion report is among other items approved and signed off.
- (v) Carry out a post-contract evaluation of the works, achievements, the processes undertaken and the management of the contract and prepare and submit a final report.

Framework for site supervision

Site supervision of the construction works will be carried out in a coordinated way by a series of actors:

- (i) The service provider will have a good amount of presence on the sites and dedicated Clerks of Works on full time basis on the sites.
- (ii) The Infrastructure Management Unit of the Project Management Team will have a supervising engineer assigned to the project who will be the contact person for the Contracting authority.
- (iii) Monthly site meetings will be held at the training institute with the presence of the members of the administration and/or board of the training institute, the project team, the service provider (engineer) and the contractor. Each meeting will be duly sanctioned by minutes signed by the participants.
- (iv) There will be weekly inspection by a training institute representative who will directly report to the project.
- (v) Random checks will be conducted by the project staff that will be responsible for the implementation of the civil works investment of the project, including supervision of the procurement of works, supplies and services as well as capacity building, awareness-raising, and collection and dissemination of lessons learned.

Expected outputs.

The service provider will prepare and submit specific stage reports and documents to the satisfaction of the project management team. The content of the reports will be guided by the scope shown in these terms of reference and further details provided to the service provider after the contract signature date. Reports shall be written in English. The metric system will be used, and the British standard codes applied.

The service provider shall have sole responsibility for all the information gathered and conclusions presented in the reports. The service provider will consider all comments from the contracting authority parties regarding each stage submission and modify submitted reports accordingly.

A report submission for each institution including.

Phase 1: Geotechnical Investigation and Review of the Existing Design.	
<ul style="list-style-type: none"> • No objections of the relevant authorities for services • Geotechnical Investigation Report • Location plans (scale 1:2500); site plans (scale1:500; 1:1000) • Facility blocks plans (Scale 1:200) • Architectural floor plans, sections, and elevations (scale1:100) • Architectural and external works details (Scale1:10; 1:20;1:50) • Services drawings-electrical/mechanical/communication (scale 1:100) • Furniture/equipment details (scale 1/20/50) • Revised Bills of Quantities for the works • Revised Technical specifications, compliance sheets and lists of quantities for supplies. 	1
Phase 2: Supervision of Works and Related Supplies Contracts (in case works and supplies are not being executed simultaneously, the following outputs are separate per site or per works or supplies contract)	
<p>Tender and Contracting Process for Contractors and Suppliers</p> <ul style="list-style-type: none"> • Relevant tender responses, addenda ad meeting minutes • Final technical components for the works contracts • Final technical components for the supply contracts 	2A
<p>Meeting Minutes</p> <ul style="list-style-type: none"> • Minutes of all technical meetings held at each institution, including technical handover meetings, weekly site meetings (between CoW and contractor), monthly site meetings, technical commissioning, etc. (circulated to all participants) • Minutes of management meetings called for any specific issue regarding the execution of works or the supplies of goods 	
<p>Separate Monthly Progress & Financial Reports for Works and Supplies</p> <p>A narrative explanatory report covering works and supplies (if any):</p> <ul style="list-style-type: none"> • Brief overview of the site • Progress in relation to the contractor’s work plans, including issued instructions. • Financial appraisal including summary of payments, variation costs, and contract cost status etc. • Meeting minutes and progress photographs for the month 	
<p>Separate Practical Provisional Completion Reports for Works and Supplies</p> <p>A narrative explanatory report submission covering works and supplies (if any):</p> <ul style="list-style-type: none"> • All elements noted in the above reporting category. • Agreed snag list of outstanding/ defective works to be completed and 	

<p>rectified during the Defects Liability Period</p> <ul style="list-style-type: none"> • Copies of site handover certificates signed by the contractor, service provider and the contracting authority user. • Reports on required user trainings for the works and supplies. • Copies of provisional Acceptance Certificates • Progress with obtaining occupational permits 	
<p>Separate Reports for Supplies</p> <p>A narrative explanatory report submission covering supplies:</p> <ul style="list-style-type: none"> • Sample inspection reports and approvals • Pre-delivery inspection reports and approvals • Delivery inspection reports and approvals • Installation and training reports 	
<p>Separate Mid Defects Liability Period Reports for Works and Supplies</p> <p>A narrative explanatory report submission covering works and supplies (if any):</p> <ul style="list-style-type: none"> • Progress with rectification of listed/ emergent snags. • Updated reports on required user trainings for the works and supplies. • Copies of occupational permits • Draft operation and maintenance manuals • Feedback from users in terms of management and in terms of Operation and Maintenance, both for works and supplies 	2B
<p>Separate Final Completion Reports for Works and Supplies</p> <p>A narrative explanatory report submission covering works and supplies:</p> <ul style="list-style-type: none"> • Project and consultancy background • Degree of fulfilment of the consultancy TOR • Financial report including all payments, variations, and contract cost status, final accounts, etc. • Report on rectification of listed/ emergent snags. • Copies of final Acceptance Certificates • Final Operation and Maintenance manuals, plus as built drawings. • Final supply reports, including installation and training. • Final Operation and Maintenance manuals for supplies 	

Delivery schedule

Project phase	Activity/Deliverable	Estimated time
Phase 1	Conduct the Geotechnical investigation of the site to which the Dormitory is to be constructed	21 days from the award date
	Prepare detailed location, site and block	3 days

	plans/sections including all services and external works.	from the award *
	Assess(Design Review) the existing and Prepare detailed Missing architectural and engineering drawings for the works (including floor plans, sections, elevations, 3D drawings, working details and finishes/ fittings schedules) and the Structure Design Report and endorse the complete detailed design for the construction.	14 days from the award *
	Cross checking the Existing Bill of quantities with respect to the Assessed Engineering Estimate.	7 days after completion of the Document *
Phase 2	Phase 2: Supervision of Works and Related Supplies Contracts	After Final Acceptance
	Monthly Progress & Financial Reports for Works & Supplies	
	Practical Provisional Completion Reports for Works & Supplies	
	Mid Defects Liability Period Reports for Works and Supplies	
	Final completion Reports for works and supplies	

***Including contracting authority reviews and approval**

Once awarded, the consultant is urged to prepare the Site Layout immediately so that the site possession can be done for the contractor to mobilize materials and clear site, at this 14 days' time the consultancy simultaneously can perform the activity in phase one.

Reporting requirements

The Service provider will be expected to consult the Contracting authority and agree on the standards reporting formats to make sure they are appropriate and useful for monitoring and measuring project progress. The Service provider shall prepare the following project planning and progress reports 1 original and 1 hard copy and 1 electronic copy (NB: all copies to be of the same quality as the original i.e. colour, visibility, page arrangement/ orientation, etc.).

Table 5-1: Reporting Requirements Phase 1 (2 weeks):

Report	Estimated timing	Description
Draft Final and Design Report.	2 weeks after commencement of Services	Detailed Engineering and Architectural design reports. The report shall also include reports on soils and materials, foundation, and other related technical investigations, complete with cost estimates. For major and complexity structures, the Service provider shall also submit all the calculations for the design as an appendix to the report.

Table 5-2: Reporting Requirements Phase 2 (~12 months):

Report	Estimated timing	Description
Report on Mobilization of Contractor	4 weeks after commencement of the works contract	Availability of contractor's camp, personnel, equipment; review of Contractors' work programme and insurances and Engineer's facilities.
Project Control Plan	6 weeks after commencement of services	Define all quality and performance controls for the assignment
Monthly Progress Reports	Monthly	<p>Concise summary of progress on key activities in the previous month; planned activities for coming month; identify critical issues to be addressed and report against Log Frame indicators.</p> <p>Will also include:</p> <ul style="list-style-type: none"> • Updated project cost estimates with justification for any significant differences with the original contract amount • Graphical presentation and written comments against original and agreed modified works schedules. • Status of any outstanding claims by the contractor(s) • Comments on important technical problems encountered. • Approvals on contractual and technical matters required
Quarterly Progress Reports	Quarterly	Updated activity and staff schedule showing actual against planned progress and achievement of Log Frame milestones / deliverables. Description of work completed in previous quarter and planned activities for coming quarter. Summary of issues

Report	Estimated timing	Description
		addressed, identification of potential problems, delays, etc. Quality Management Report.
Draft Completion Report	4 weeks after Taking Over of Works	Comparison of actual versus original activities, inputs, costs with reasons. Key issues raised and addressed during the assignment. Evaluation of performance against log frame indicators. Key issues raised and addressed during the assignment. Evaluation of performance against LogFrame indicators. Outstanding issues. Recommendations to PM on how to improve service provision.
Mid Defects Liability Period Reports for Works and Supplies	Quarterly during DLP	Quarterly updates on completion of outstanding works/supplies and rectification of defects.
Final Completion Report and As-built Drawings	4 weeks after Defects Liability Period	Project costs with justifications for any significant differences' vs the original contract amount Graphical presentation and final account on works' progress against original and agreed modified works schedules statement of past claims and assessment of outstanding claims by the contractor. Final Report on important technical problems encountered and their solutions. Type, quality, quantities and sources of materials used in the works. As-built drawings indicating locations of works sub-components and installations. Report to include technical problems encountered, their solutions, lessons learnt and recommendations for future projects

Formats

Drawings and schedules shall be on A1-A2-A3 paper size, according to the scales indicated above. Reports shall be on A4 paper size, with schedules on A3. Electronic copies shall be direct to PDF and dwg (for drawings), Microsoft Excel for Bills of Quantities and Ms word 2007/2010 (for narrative reports and tender documents).

Personnel requirements and inputs

The nature of the assignment requires that the service provider shall assemble a well-qualified and experienced team of sufficient size and capacity. Specific expertise should be provided in **geotechnical and structural engineering, passive architecture environment protection, sustainable sanitation, electricity, including**

renewable energy. The key staff shall have university degrees in their respective disciplines, **corporate registrations** with respective professional bodies, practicing certificates, professional indemnity insurance and excellent track records on projects of similar nature.

The Service provider is free to organize his resources as he wishes around the key personnel.

The Service provider shall complete the Team Composition and Task Assignment in sufficient detail to ensure that all technical requirements fall under the responsibility of a named expert.

The tenderer shall submit CVs for all key experts in their proposed team. The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of Reference. If an expert does not meet the minimum requirements, the contracting authority reserves the right to reject entire tender.

Phase I – Design Review and geotechnical Investigation: to be done in a period of **2 weeks**.

Phase II – Supervision of Works and Related Supplies Contracts including the Defects Liability Period: to be done in a period of **12 months**.

The service provider team shall include but not be limited to the following experts:

CVs for all professional staff shall be included in the proposal.

Key Staff

Team Leader/Architect,

Geotechnical/Civil/Structural engineer,

Services (electrical and mechanical) engineer,

Quantity surveyor

Land surveyor,

Clerks of Works, (full time during phase 2)

Environmental specialist,

The Service provider shall require the following staff to complete the assignment.

6 Forms

6.1 Identification forms

6.1.1 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:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

OFFICIAL NAME ^①				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION TYPE	FOR PROFIT NON 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 the entity. See table with corresponding denomination by country.

6.1.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹⁰	
IBAN/ACCOUNT NUMBER ¹¹	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

<u>ADDRESS OF BANK BRANCH</u>		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹⁰ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

¹¹ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.2 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%A9sorerie/contr%C3%B4le-des-instruments-1-2

.....

Place, date

6.3 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:

.....

Place, date

6.4 Power of attorney

The tenderer shall include in his 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.

6.5 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹² showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

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

The tenderer shall include in his tender a **recent certification**¹² from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

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

The tenderer shall include in his tender a **recent certification**¹² (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

¹² In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.8 References of similar services

The tenderer must provide in his offer 3 **similar services performed in the last three (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.

Description of the main similar works and location	Amount involved	Completion date in the last 3 years	Name of the public or private bodies

For each of the projects listed, the tenderer must provide in his offer the **certificates of completion** (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

6.9 Financial offer & tender form

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

Estimated for phase 1 and phase 2:

Item No.	Description of Work	Unit	Quantity	Total in Euro Excluding VAT
1	Geotechnical Investigation	Lumpsum	1	
2	Design Review the architectural and engineering Drawings and provide missing technical documents did not limit the Site Layout Plans, Slabs Reinforcement Details and Design Report to be achieved as client intellectual Property also any other crucial which is needed for the completion of the Building and Review the Bill of Quantities without changing initial cost Estimate.	Lumpsum	1	
2A				
	Percentage of the amount of the works (to know, 826.650,68 Euro Excluding VAT)	Lumpsum	1	
	TOTAL			

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature and stamp: