



Tender documents

TZA22003-10038

Public procurement consultancy services for design review, tender preparations (technical) and site supervision

Negotiate Procedure without prior publication.

Country: Tanzania

# Table of contents

<b>1</b>	<b>General point</b> .....	<b>4</b>
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
<b>2</b>	<b>Object and scope of the contract</b> .....	<b>9</b>
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	Quantities .....	9
<b>3</b>	<b>Procedure</b> .....	<b>10</b>
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 .....	12
3.8.6	Awarding the public contract. ....	17
3.8.7	Concluding the contract .....	17
<b>4</b>	<b>Specific contractual provisions</b> .....	<b>19</b>
4.1	Definitions (Art. 2).....	19
4.2	Correspondence with the service provider (Art. 10).....	19
4.3	Managing official (Art. 11) .....	19
4.4	Subcontractors (Art. 12-15).....	20
4.5	Confidentiality (Art. 18).....	20
4.6	Protection of personal data .....	21
4.7	Intellectual property (Art. 19-23) .....	21
4.8	Performance bond (Art. 25-33) .....	21
4.9	Conformity of performance (Art. 34) .....	23
4.10	Changes to the procurement contract (Art. 37 to 38/19).....	23

4.11 Preliminary technical acceptance (Art. 41-42).....	24
4.12 Performance modalities (Art. 146 and seq.).....	24
4.13 Zero tolerance sexual exploitation and abuse.....	25
4.14 Means of action of the contracting authority (Art. 44-51 and 154-155) .....	25
4.15 Invoicing and payment of services (Art. 66-72 and 160) .....	26
4.16 End of the contract (Art. 64-65, 150 and 156-157) .....	27
4.16 Modifications to the contract (Art. 37-38 and 151) .....	27
4.17 Litigation (Art. 73) .....	28
<b>5 Terms of reference.....</b>	<b>29</b>
<b>6 Forms .....</b>	<b>51</b>
6.1 Identification forms .....	51
6.2 Declaration on honour – exclusion criteria .....	53
6.3 Integrity statement for the tenderers .....	55
6.4 Power of attorney .....	56
6.5 Certification of registration and / or legal status .....	56
6.6 Certification of clearance with regards to the payments of social security contributions .....	56
6.7 Certification of clearance with regards to the payments of applicable taxes.....	56
6.8 References of similar services.....	57
6.9 Financial offer & tender form .....	58
Signature and stamp: .....	58

# 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 Cooperation<sup>1</sup>, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup> as well as the Belgian Law of 23 November 2017<sup>3</sup> 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 2003<sup>4</sup>, 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.

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<sup>1</sup> Belgian Official Gazette of 26 March 2013

<sup>2</sup> Belgian Gazette of 30 December 1998

<sup>3</sup> Belgian Official Gazette of 11 December 2017

<sup>4</sup> 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 Organisation<sup>5</sup> 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 procurement<sup>6</sup>;
- The Law of 17 June 2013 on motivation, information, and remedies in respect of public contracts and certain works, supply and service contracts<sup>7</sup>;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply, and service contracts in the classical sector<sup>8</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts<sup>9</sup>;
- Circulars of the Prime Minister with regards to public contracts<sup>6</sup>;
- 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 regarding the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons regarding the processing of personal data.

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://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>

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

<sup>6</sup> Belgian Official Gazette of 14 July 2016.

<sup>7</sup> Belgian Official Gazette of 21 June 2013.

<sup>8</sup> Belgian Official Gazette of 09 May 2017.

<sup>9</sup> 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**

### **Processing of personal data by the contracting authority**

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

### **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 review of the design for a dormitory (adapted to different schools, location, and circumstances) and the design for WASH facilities (1 main template adapted to 25 different schools, location and circumstances), the preparation of BoQ and tender specifications and the supervision of the works.

### 2.3 Items

Items
<b>A) Phase 1</b> - Design for a dormitory (adapted to different schools, location, and circumstances) and the design for WASH facilities (1 main template adapted to 25 different schools, location and circumstances), the preparation of BoQ and tender specifications
<b>B) Phase 2</b> - Supervision of the works

### 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 Quantities

The quantities are set in the part 5 “Term of references”.

## 3 Procedure

### 3.1 Award procedure

This contract is awarded in accordance with Article 42, §1, al. 1, 1<sup>o</sup>, 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](http://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](mailto:alern.mgeni@enabel.be)) et cc [procurement.tza@enabel.be](mailto: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 considering 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

#### **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.

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.

### **Price determination**

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

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 all accounting documents and an on-site audit to check the correctness of the indications supplied.

### **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**, without VAT (value-added tax) for the total services, which must be mentioned in a separate line (see Price form 6.9).

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.

### **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 22/07/2024 at noon**.

It is submitted in a properly sealed envelope bearing the following information:  
Tender **TZA22003-10038**.

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.

**Attention: Bids received by email will not be considered**

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, if 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 of 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) regarding 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 based on 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:

#### **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.

#### **Composition of the Team**

<b>For this assignment</b>	<ul style="list-style-type: none"><li>• <b>7 key professional staff</b></li><li>• <b>4 non-key staff</b></li></ul>
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## Team leader

The Contractor shall identify a coordinator/team leader within its organisation who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority shall designate contact persons.

## Experts

The contractor shall assemble a well-qualified and experienced team of sufficient size and capacity. But each individual expert shall require specific expertise to be provided in structural strategic planning, pedagogy, environment protection, sustainable sanitation, construction engineering, electricity, including renewable energy and passive architecture. 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 in developing countries. The Contractor's proposal shall include the following key professional staff as minimum for all the Phases. The contractor may suggest with justification modification to the schedule of personnel list below.

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:

## Mandatory requirements for the experts

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 in developing countries. The team shall include but not be limited to the following key experts:

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 developing countries, preferably in Tanzania	Membership to relevant recognized professional body	12 years
2.	Civil/Structural Engineer	Bachelor's Degree and a minimum 10 years of experience in, building and structural work, particularly educational institution buildings.	Membership to relevant recognized professional body and a registered Engineer	10 years
3.	Electrical Technician	Diploma in Electrical Engineering and have minimum of 10 years of experience in electrical/mechanical Installation for large Institutional buildings and systems, particularly for	Membership to relevant recognized professional body and a registered	10 years

		education institutional buildings	technician	
4	Sustainable Architecture Expert	The expert shall have a degree in architecture or engineering-built environment with an advanced university degree in built environment sustainable design and a minimum of five years' experience in Passive Building Design, preferably for education institutions and within the East African region.	Membership to relevant recognized professional body and a registered technician	5 years
5.	Quantity surveyor	University degree, with a minimum 5 years of experience in building Economics or Quantity surveying, with a minimum of five 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 in developing countries	Membership to relevant recognized professional body	5 years
6.	Renewable Energy Expert	The expert shall have a degree in renewable energy/ environmental science/electrical engineering, with additional training in specific off grid energy technologies, and certification programs such as solar PV installation, maintenance, and can provide valuable skills and innovative solutions, with a minimum of five years' experience in renewable energy Design, preferably for education institutions and within the East African region.	Membership to relevant recognized professional body	5 years
7.	ICT equipment specialist	The expert should have a degree in Computer system/ICT or equivalent with a minimum of seven years' experience in design of ICT systems for Education facilities demonstrating competence in developing specifications	Membership to relevant recognized professional body	7 years
8	Clerks of Works (1No)	Advance Diploma in building/civil engineering or above with a minimum of 7 years' experience in works of similar nature Each site must have a full-time clerk of work.	Membership to relevant recognized professional body	5 years

The contractor shall provide the CV of the clerk of works after the first phase of the contract which shall be evaluated and approved by the contract management team from the contracting authority. In addition to the Key-staff, the Contractor shall include non-key staff who shall work under the supervision of the key-staff. The CVs of the non-key's staffs may be submitted after the award for review and approval of the contracting authority.

### **3.8.2 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.

### 3.8.3 Award criteria (100 Points)

Financial offer: 40 points

Items	Price
<b>A) Phase 1</b> - Design for a dormitory (adapted to different schools, location, and circumstances) and the design for WASH facilities (1 main template adapted to 25 different schools, location and circumstances), the preparation of BoQ and tender specifications	<p>The tenderer must provide a percentage fee based on the total estimated amount of the works (2.000.000 Euro Excl. VAT) to perform this item.</p> <p><b>This price is a fixed price</b> (Based on estimated amount of works)</p>
<b>B) Phase 2</b> - Supervision of the works	<p>The tenderer must provide a percentage fee for this item based on the total amount of works that will be actually carry out.</p> <p><b>The final price for this item will be obtained by application of the percentage fees provided for this item to the amount of the works actually carry out.</b></p>

The bids will be noted for the price criterion on basis of a rule of three.

Technical offer: 60 points

The tenderer must join to his bid a technical bid of maximum 20 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 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 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 Terms of References)

### 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 based on 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 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.

### **3.8.6 Awarding the public contract.**

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender based on 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.

### **3.8.7 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 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 following 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 **Ms. Denise Lapoutre** Project Manager of WEZESHA BINTI.

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 regarding 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, if 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 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 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 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 regarding 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](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](mailto: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 performances bonds 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 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)**

Following general implementing rule.

#### **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 precisely describes 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 start the day after the awarding of the tender and will be performed until the provisional acceptance of the works.

##### **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.

##### **4.12.4 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 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 0 “4.15.3 Acceptance of the services ”), 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: [denise.lapoutre@enabel.be](mailto:denise.lapoutre@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: “TZA22003-10038”

- the name of the managing official: Denise Lapoutre – “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**

<b>Items</b>	<b>Instalments</b>
<b>A) Phase 1</b> - Design for a dormitory (adapted to different schools, location, and circumstances) and the design for WASH facilities (1 main template adapted to 25 different schools, location and circumstances), the preparation of BoQ and tender specifications	An advance of 20 % of the value of this Item will be paid to the service provider after awarding.  The remaining 80 % of the value of this item will be paid to the service provider after acceptance of phase 1
<b>B) Phase 2</b> - Supervision of the works	This item will be paid to the service provider on a monthly basis, by applying the fee percentage offer for this item, according to the progress of the works

### **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

### Requirements for the services and the deliverables

#### 5.1.1 Technical methodology

The contractor shall provide the specified services and deliverables using a technical methodology that includes a non-disruption strategy during operations at secondary schools. This approach will take the following aspects into account.

##### 5.1.1.1 Background context

In July 2023, Tanzania and the Kingdom of Belgium signed a cooperation agreement of five years (2023-2027) code named Wezesha Binti.

The project's general objective is to empower young people especially women to thrive in a protective and gender-equal environment, to acquire education and skills and to pursue decent work opportunities in Kigoma. The specific objective is "Girls and young women (14 to 29 years) in targeted districts of Kigoma are empowered through multiple conducive learning pathways to enjoy decent, greener employment and an increased access to entrepreneurship". The Wezesha Binti programme has three pillars.

- **Result domain 1:** Girls and vulnerable boys (14-19 years), in targeted districts of Kigoma region, access and complete quality secondary education and training in safe and conducive environments (Infrastructures, equipment, etc.)
  - Construction, rehabilitation/upgrading and/or completion of environment-friendly and climate-resistant hostels, School Water, Sanitation and Hygiene (SWASH) and other facilities with the aim of improving girls' personal safety, comfort, and security.
- **Result domain 2:** Young people, specifically young women, have increased access to decent and green employment
- **Result domain 3:** The Community, families and local governments create a supportive environment that enables girls and young women to further their education, be healthy and protected from violence and economically empowered

The infrastructure component is within result domain one in which a total of 25 (twenty-five) secondary schools (an average of 5 per district) were selected within the intervention area of the project based on a set of criteria. All the schools will be selected for a "lean package" which consists of the upgrading of the WASH facilities on the school domain. Of these schools, between 5 and 10 schools (5 optional) will be selected for a "full package" existing out of one or two girls' hostel with WASH provisions, an upgrading of the WASH provisions in the school building, provision of electricity (to run computers), internet connectivity, solar-powered light poles and some light refreshing of the management office.

It is, therefore, necessary to procure consultancy services for the review of the designed 10 (5

optional) eco-friendly dormitories (adapted to different schools, locations and circumstances) and the review for the designed WASH facilities (1 main template to adapt to 25 different schools, locations and circumstances), as well as the preparation of the BOQ and other tender documents according to Belgian legislation with the support of Enabel’s experts in design, contracting and engineering, and the site supervision of the execution of the works.

### 5.1.2 Geographical scope

The Wezesha Binti programme is focusing on five districts in Kigoma region, which were selected based on Enabel’s track record in the area, the willingness to have portfolio’s fund and the needs expressed by Tanzanian authorities.

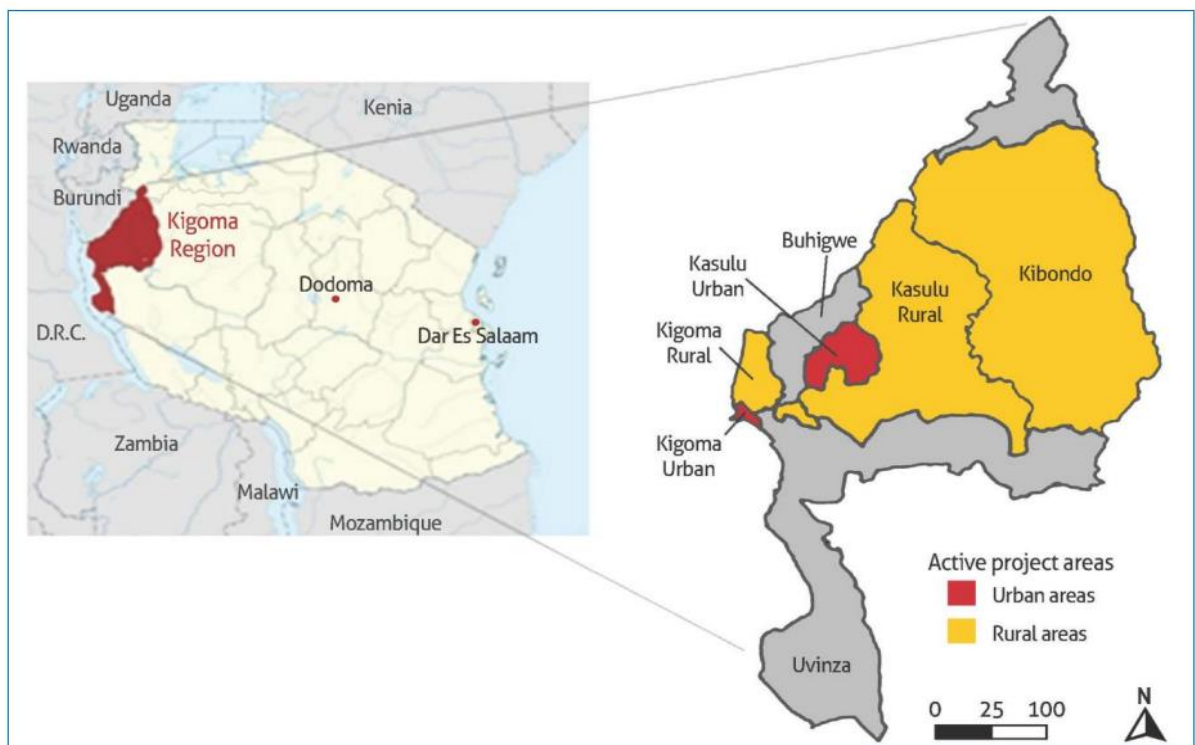


Figure 1. Infrastructure components to be implemented for districts in red and yellow.

### 5.1.3 Consultancy Background

The following background information must be considered before and during the implementation of the consultancy services the review of the designed 10 (5optional) eco-friendly dormitories (adapted to different schools, locations and circumstances) and the review for the designed WASH facilities (1 main template to adapt to 25 different schools, locations and circumstances)

The scope will also cover the review of the bill of quantities (BOQ) and binding tender specifications (technical part only), signing off on the reviewed designs, and supervising the works. Each of the ten dormitories (five optional) and 25 WASH facilities will be constructed at secondary schools within the Kigoma district, including the areas of Kibondo DC, Kasulu DC, Kasulu TC, Kigoma DC, and Kigoma MC

1) A detailed Needs Assessment Study (NAS) was conducted following the earlier rapid

assessment done after 25 school selection period and serves as a partial reference source in terms of the present situation of infrastructure facilities at schools. After this, a design was prepared by Enabel for the dormitories and WASH-facilities. Enabel also has a list of required interventions for all schools. In this respect, a focus shall be on the following interventions:

- a. Review the design done by Enabel for the dormitory and adaptation to the 5 to 10 specific sites (5 optional) and prepare BoQ and tender specifications based on the reviewed design (expertise from Enabel available as support with the Belgian legislation and design questions)
- b. Review the design done by Enabel for the WASH facility and adaptation to the 25 different locations, 5 in each selected district and prepare BoQ and tender specifications based on the reviewed design (expertise from Enabel available as support with the Belgian legislation and design questions)
- c. Include all the additional works – according to the needs assessment list provided by Enabel like Water supply and storage facilities; Renewable energy facilities (solar lights poles); Electrical works and Internet connectivity; External works and drainage; ...
- d. A price estimation of the works based on the BoQ prepared by the consultant.

For point c, it should be noted that not every school will need all the above-mentioned interventions. The needs assessment study will provide a detailed overview of requirements per school. *The exact list of what is needed could be updated, based on the budget estimations following out of the BOQ.*

#### **5.1.4 Design focus**

It shall be noted however, that the contractor shall be expected to carry out validation of the identified needs in 25 schools and a complete raw list. The points mentioned below are included in the design proposals, so the consultant is not expected to change a non-eco-friendly design to an eco-friendly design. The consultant is however required to have experience with eco-friendly design and to give his guidance and input to improve the design where possible. It is important to understand that the design starts from the government basic dormitory design and respects government requirements.

- 1) The design received by the consultant will include the following concepts and should be reviewed keeping these basic concepts in mind:
  - Reduction in the environmental impact of materials used through:
    - Use of local materials to reduce transport emissions.
    - Use of recycled materials
    - Use of materials that are produced in an environmentally friendly way.
    - Use of low impact materials
    - Use/design disassembly (easy to recuperate raw materials after end-of-life)
    - Use/Design for flexibility.
  - Enhance green environment: the secondary schools' premises shall be reviewed its designed and maintained in a way that the local biodiversity and water shall be protected

and preserved.

- Balance between indoor and outdoor environment, eco management and social when implementing measures and resources.
- The consultant shall review the design keeping in mind the key milestone stones on the indoor-outdoor environment as listed in the chart below:

DD	4 Objectives	10 Targets
I. ENVIRONMENT	<b>1. EXTERNAL ENVIRONMENT AND ECO - CONSTRUCTION</b>  Controlling the building's impact on the external environment	Target 1 - Promote the harmonious integration of structures into their environment
		Target 2 - Choose environmentally-friendly materials and processes and promote clean technologies
		Target 3 - Ensure clean construction sites and promote waste management during building operation
	<b>2. INTERIOR ENVIRONMENT, COMFORT AND HEALTH</b>  Ensuring a healthy, comfortable indoor environment	Target 4 - Improve indoor environmental quality in buildings
Target 5 - Provide building users with an indoor environment that offers the best possible sanitary conditions		
II. ECONOMICS	<b>3. ECO-MANAGEMENT AND ECO-EQUIPMENT</b>  Reducing the impact of buildings during operation	Target 6 - Control the overall energy demand and requirements of buildings and promote renewable energy sources
		Target 7 - Manage water resources used in the building and reduce drinking water consumption
		Target 8 - Develop sustainable maintenance practices (total cost approach)
III. SOCIAL	<b>4. SOCIAL DEVELOPMENT AND EQUITY</b>  Integrate the project into an approach that promotes equity, gender equality, social cohesion and solidarity	Target 9 - Emphasize consultation with users, especially women, and raise user awareness of environmental protection and climate change.
		Target 10 - Promote accessibility for people with disabilities

- Waste management design review shall keep in mind that the volume of waste is minimized through actions such as sorting and recycling waste and by promoting waste as raw materials for production of energy and new materials.
- Enhance health and safety: the review should keep in mind that the design of the project shall also focus on enhancing health and safety for men and women involved in all phases of the lifecycle of the infrastructure project.
- Comfort and well-being: the design for review shall focus on a comfortable environment maximized for its users. That implies cognizance of issues such as ventilation, acoustic, and thermal conditions.
- Promote social inclusion: shall be of attention during all phases of the construction. Among others the following are to be observed.



- Equal opportunities for both men and women and attention to safety issues for female students.
  - Accessibility to all teaching and learning spaces, sanitation facilities, and student accommodation for people with disability.
  - Attention to stigma and discrimination of people living with HIV AIDS.
- Control Aesthetic impact: the design for your review will have the promotion of simple but pleasant architecture that considers appropriate proportions, material contrasts, space, natural light and natural ventilation conditions.
  - Plan for long-term maintenance: sustainable final design review shall imply that learning facilities are designed to last for long with minimum and low-cost maintenance. Material selection for construction shall be informed by low long-term maintainability and sustainability in terms of availability and required skills. Maintenance is planned for in its different aspects: technical, organisational, and financial.
  - Innovative Technical solutions: The project shall offer opportunity to investigate innovative technical solutions, holding potential for future stages of interventions in infrastructure. The solutions are to investigate sustainability issues such as use of local materials, reduction of impact on surface water, user-friendliness, sustainable and standardised designs that shall make a positive contribution to future intervention in infrastructure. The design will already include these measures, but any proposal for improvements is a plus.
- 2) To ensure that all pedagogical requirements are duly taken into account during the construction and/or rehabilitation works, it is also of the uppermost importance that **proper communication, coordination and understanding are ensured between the Project Coordination Team and the personnel involved in the planning, designing, procurement, and execution of infrastructure works**. Specific time shall therefore be allocated during the Design/Supervision activities for meetings and discussions with all the concerned stakeholders, at the Project offices and the school head office.
  - 3) The works shall entail a component of renewable energy and passive cooling systems that are to be designed and integrated in the architectural and structural design of the buildings and immediate outdoor spaces. Optionally, the consultant shall be required to cooperate with any sustainable architecture specialist or third-party design expert inputs to include renewable energy, passive ventilation and other green architecture aspects at the master plan, preliminary design and detailed design stages shall the contracting authority desire.

### 5.1.5 Design review Objectives

The main objective of the design review is to assess whether the design created by Enabel will result in an appealing and comfortable space that reflects the educational vision of the secondary schools, while keeping the government requirements in mind. When reviewing the design, it's important to consider the future needs of these schools based on anticipated school programs and student enrolment. The dormitory plan designed by Enabel should offer open, secure, and accessible spaces, with a focus on simple shapes rather than postmodern formalism. It should prioritize user comfort through proper lighting and ventilation. Additionally, the Enabel

design should aim to integrate the school with the community environment, fostering a sense of ownership and pride within the community. The Enabel designed drawings should also be reviewed to emphasize low-maintenance facilities and sustainable building practices.

The submitted design to you will have to begin with the following questions. Your review should focus on whether the design addresses most of the sustainability questions.

**a. Consider environmental sustainability.**

- Does the material suit the local climate?
- Can you procure the material locally?
- Does the material require excessive transport costs or fuel usage?
- Shall the harvesting of the material contribute to deforestation?
- Decreased use of raw materials
- Can materials easily be replaced?
- Can materials easily be reused in another application?
- Can materials easily be recycled?

**b. Consider economic sustainability.**

- Are there opportunities to hire local labour and skilled workers?
- Is there enough stock material in the district, region, and country to supply the construction?
- If the material needs to be sourced from a far, consider transport financial and ecological costs.
- Consider the effects on local market when procuring bulk material, i.e. drive prices upon dry-up the local stock.
- Is there a possibility for training of local craftsmen?
- Can women or minorities (e.g. refugees, prison) be employed?
- Can the material be used by the local community in their own homes?
- Foresee training/awareness raising.

**c. Consider social sustainability.**

- Is the material accepted by the community?
- Is the proposed design accepted by the community?
- If not consider re-think if it is the appropriate material for the location.
- If it is considered the best material communicate the benefits and demonstrate the technology to the community.

### **5.1.6 Execution of construction works.**

The project shall explore the possibility of involving students from the partnering VETA in the region in parts of the construction process to introduce them to (new) technologies without slowing down the construction process. Students could take on part of the production, and the use of, stabilized bricks for one or two building blocks, the metal construction or the installation and maintenance of the renewable energy system, while taking advantage of the rehabilitation of one of the less dilapidated buildings as a means of teaching them classical construction techniques.

### 5.1.7 Scope of Assignment

The scope of the consultancy services shall entail two phases:

- **Phase 1:** A design review component including BoQ preparations, review technical part of Terms of reference where needed.
- **Phase 2:** A supervision component of the works to be carried out by the selected contractor.

#### **Phase 1 Preparation of Design review, BoQ review and Bidding Documents**

##### Phase 1/ a: Inception

- (i) Prepare an inception report describing the processes in the project to be considered during the design review and construction management phase and clearly include the scope, the specific methodology and strategy, the timelines, the resources required and the communication plan.

##### **Phase 1/ b: Final Design and Bidding Documents** (technical part only)

- (ii) Prepare draft detailed reviewed design for client input.
- (iii) Prepare final design, specifications, and confidential cost estimate.
- (iv) Prepare preliminary bidding documents (technical part only) and confidential detailed cost estimates.
- (v) Prepare final bidding documents (technical part only) and confidential detailed cost estimates.

##### **Phase 1/ c: Bidding Process Assistance**

- (vi) Assist the Contracting authority in the bidding process for civil works and related supply of furniture and equipment (only when technical clarifications are required).

The nature of the works requires that the consultant shall be highly qualified and experienced in the field of architecture, engineering, and quantity surveying aspects of complex education facilities.

#### **Phase 2 Execution of works – site supervision**

##### **Stage 1: Construction**

##### **a) Handover of site and startup activities**

- (a) Support/Coordinate and assist the parties in kick starting the works and handover site.
- (b) Prepare instruments/instructions to give the Contractor possession of the site and to authorize commencement of works, all for the approval of the Client before issuance.
- (c) Support contracting authority to organize and conduct a ceremony to handover/give possession of site(s) to the Contractor (Technical Handover)

##### **b) Generally**

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

**c) Contract management role of the Consultant's team:**

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

Advise the Client on measures being taken to avoid inherent delays.

**It is important to note that the consultant has no power to take any decisions without the prior approval of the client.**

**Employment of a Resident Engineer/Clerks of Works:**

The Consultant shall employ a suitably qualified and experienced Resident Engineer / 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 shall 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, and 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 all the inspections till the final handover.

**Occupational health and safety on site:**

The consultant 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, guardrails, safety equipment, site signs and first aid equipment.

**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.

**Cost Control:**

The Consultant 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, ensure, and provide snapshot of the running elemental and grand total costs are within the limits of the cost plan and the contract budget. Appraisal and all times not exceeding an interval of three (3) contractor payments.
- (iii) Prepare and submit to the Client a quarterly cost appraisal report containing (i) and (ii) above.
- (iv) Advise contracting authority when liquidated damages may need to be imposed on the Contractor.

**Cash flow and financial appraisal reports:**

The Consultant shall:

- (i) Update cash flow 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 Client 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 shall be prepared before each quarter and shall show the quarterly anticipated expenditure during implementation.
- (iv) Prepare and submit to the Client 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.
- (v) Prepare and submit to the client a schedule of rates for the task activities, materials, labor tools/equipment and productivity rates to support Day works.

**Payments to the Contractor:**

The Consultant shall:

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

**Instructions:**

The Consultant shall 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 consultant shall also advise on issue 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 Client.

**Preparing and implementation of accommodation strategy**

Where necessary, the consultant in consultation with the school administrations and project team, shall be required to develop staff and student accommodation release strategy to ensure that the contractor shall have:

- (1) Gradual and consistent access to the staff and student existing accommodation units for rehabilitation.
- (2) That a work method that supports least school operation disruption is adopted following options review for (i) above.
- (3) Always ensure that existing block by block "takeover certificate" for rehabilitation is signed by the school Administration, contractor and project team before commencement of the work.

**Variations:**

Where the Consultant needs to issue instructions related to variations which increase the value of the contract, prior approval shall always, required by the contract, be sought from the Client.

Where the issue of an instruction is related to the safety of the work, installations, Contractor's staff or any other emergency, the consultant shall issue the instruction, and notify the Client at the earliest opportunity providing full details to substantiate the issue of the instruction. For every change approval of the supervising engineer of the client is required, in any case the Client must be informed at the earliest opportunity available. For whatever reason the supervising consultant will not be allowed to add the quantity of work or approve buying additional or other materials. Anything involving money, both reduction and increasing, must be approved by the client.

**Progress photographs and report:**

The Consultant 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 Client.
- (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 program.
- (iv) Prepare a simple chart outline of "*planned progress verses actual*" in terms of work, "payment progress" verses physical" and accompany it with summative points for interpretation of the situation prevailing.

**Completion of construction and Take-Over by Client:**

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

At the practical (substantial) completion date, the consultant 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 Client within 7(seven) days of the completion date. The consultant shall coordinate and oversee these in accordance with the construction contract.

**As-built drawings** the consultant shall review as-built drawings, installation schedules and operation and maintenance manuals prepared by a contractor at the completion of the project.

**Stage 2: Post Construction Stage**

**a) Rectification of defects:**

The Consultant shall:

- (i) Carry out a detailed inspection of possible defects during and at the end of a twelve-month defect's 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.

**b) Completion Certificates:**

The consultant 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 taking in account that a written No objection is secured from the end user and client as pertains the functionality of the facilities.

**c) Final accounts:**

The Consultant shall prepare two separate final accounts for the Client'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 shall signify the end of the contractor's assignment on the consultancy contract.

**d) Managing contract closure activities**

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

- (i) Establish and agree with the client 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 client the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed.
- (iii) Identify the client 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 Client, 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, lessons learnt, unexpected outcomes and the management of the contract and prepare and submit a final report.



### 5.1.8 Framework for Site Supervision

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

1. The contractor shall have a good amount of presence on the site and dedicate a **Resident/ Site Engineer** on full-time basis on the site (Clerk of Works).
2. The **Construction Management Unit (CMU)** of the Ministry of Education (MOE)/Regional administration secretary (RAS) infrastructure engineers/District engineers shall have a supervising engineer assigned to the project who shall prepare reports for work progress for submission to the Construction Management Unit at the Ministry/to the RAS
3. Monthly site meetings shall be held at the training institutes with the presence of the members of the governing council of the school, the **Construction Management Unit of the MoE, the Project, the supervising consultant, and the works contractor**. Each meeting shall be duly sanctioned by minutes signed by the participants.
4. The Enabel building supervisor responsible for the site shall be part of the weekly/monthly inspections.
5. **Access to the construction sites** by student trainees from MAT, FDC and VETA under the supervision of master craftsmen from the Vocational Training Institutes in the regions of implementation shall be allowed to visit.
6. Random checks shall be conducted by the **Enabel building supervisor**; He shall 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.

### 5.1.9 Detailed Scope of Assignment

#### 5.1.9.1 Pricing:

Please submit your price offer for the services as a percentage of the total estimated construction budget outlined below.

- **Estimated construction budget: 2,000,000 Euro**  
Provide your estimated consultation cost based on this total construction budget. The final price will be adjusted according to the final project implementation cost upon completion of the design and construction phases.
- If the BoQ changes during the design review or execution phases, the final consultancy fee will be adjusted accordingly. The final fee will be calculated as a percentage of the final total project cost. Any addition or omissions of items during implementation will result in a corresponding increase or reduction in your consultancy fee, based on the agreed percentage.
- Construction will proceed in stages until the construction budget is fully utilized.
- Delays that are caused by failure of good site guidance will result in a deduction on the consultancy fee. If delays are the fault of the consultant, no additional payment will be made for the additional execution time needed.

- The agreed percentage will be divided by 23+12 months, and this amount will be paid to you monthly, contingent upon validation of the completed work.
- The final payment will be made upon the successful completion of all work. Part of the payment will be kept up until the final acceptance of the work. Delays caused by the contractor shall be the liability of the supervising consultant.
- There will be no payment made to the supervising consultant due to work contractor delay. (Enabel will process fines for delays by work contractor),

#### 5.1.9.2. Nature of the work:

- We will modify the standard design of the government girls' dormitory to accommodate 50 to 80 to 120 girls. WASH facilities also to be modified.
- You will be required to review and sign off on the designs for 5 up to 10 eco-friendly dormitories (5 optional – when the others are executed, the execution budget will be higher) and 25 WASH facilities.
- You will need to review the tender specifications prepared by the Enabel Engineer for procuring contractors.
- You will be responsible for daily supervision once construction begins. Please refer to the contractor procurement plan and the locations of each school.

*See the previous chapters for more details.*

We confirm that we will construct five eco-friendly girls' dormitories at the following locations:

- Kigoma DC
- Kigoma MC
- Kasulu DC
- Kasulu MC
- Kibondo DC

Additionally, we have up to five optional dormitories, which we will confirm for construction by June 30, 2025.

You will also be supervising the construction of 25 WASH facilities, five in each of the mentioned districts.

Please note that Bugamba Secondary School in Kigoma DC is accessible only via water.

#### 5.1.9.3 Contractor procurement and execution plan

All contractors will be procured simultaneously and will execute the work in phases as outlined below. This is just a proposal and will be reviewed together with client and the consultant to find the best implementation schedule possible.

Lots	Contractor Name	Works scope	Start	Finish
1	A	One school for full package and four schools with lean package	10/11/2024	30/08/2025
1	A	One school for full package and four schools with lean package	10/11/2024	30/06/2025
2	B	At least one school for full package and four schools with lean package	30/05/2025	30/10/2025
3	C	At least one school for full package and four schools with lean package	30/08/2025	30/06/2026

3	C	All remaining schools for for full package and remaining schools with lean package	30/08/2025	30/06/2026
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### 5.1.10 Expected Outputs

The consultant shall prepare and submit specific stage reports and documents to the satisfaction of the Client. The content of the reports shall be guided by the detailed scope shown in the terms of reference. Reports shall be written in English. The consultant shall have sole responsibility for all the information gathered and conclusions presented in the reports. The consultant shall consider all comments from the contracting authority parties regarding each stage submission and modify submitted reports accordingly.

<b>Phase 1: Design review and Bid Documents (only the technical part)</b>
<b>Review and Draft Final Design and Bid Documents (only the technical part)</b> <ul style="list-style-type: none"> <li>• Narrative explanatory report, covering works and supplies.</li> <li>• No objections of the relevant authorities for services</li> <li>• Location plans; site plans</li> <li>• Architectural floor plans, sections, and elevations</li> <li>• 3 dimensional drawings (perspectives)</li> <li>• Architectural and external works details</li> <li>• Services drawings-electrical/plumbing/communication i.e. internet facilities</li> <li>• Furniture/equipment details (wardrobe, doors, windows, chairs, and beds)</li> <li>• Technical Specifications and Bills of Quantities for the works</li> <li>• Confidential cost estimates for works (based on priced Bill of Quantities)</li> </ul>
<b>Final Design Report and Bidding Documents (only the technical part)</b> <ul style="list-style-type: none"> <li>• Draft Final Design Report,</li> </ul>
<b>Tender and Contracting Process for Works</b> <ul style="list-style-type: none"> <li>• Relevant tender responses, addenda, and other technical clarifications (if necessary)</li> </ul>

<b>Phase 2: Contract Management and Site Supervision</b>
<b>Interim Payment certificates (IPC)</b> <ul style="list-style-type: none"> <li>• Consultant shall prepare and submit IPCs with accurate documentation and with a template approved by the client.</li> <li>• Project manager shall review, verify, and approve IPCs for finance to process payment. The process will take 14days from date of approval.</li> </ul>
<b>Meeting Minutes</b> <ul style="list-style-type: none"> <li>• Minutes of all technical meetings held at the institution, including technical handover meetings, monthly site meetings, technical commissioning, etcetera (circulated to all participants)</li> </ul>
<b>Weekly Site Supervision Reports for Works</b>
<b>Minutes Of Monthly Site Meetings for Works</b>

<p><b>Quarterly Progress and Financial Reports for Works and Supplies</b></p> <ul style="list-style-type: none"> <li>• Brief overview of all activities on site</li> <li>• Progress in relation to the contractor’s work plans, including issued instructions.</li> <li>• Financial appraisal including summary of payments, variation costs, and contract cost status etcetera.</li> <li>• Meeting minutes and progress photographs for the quarter</li> <li>• Post-delivery inspection reports for supplies</li> </ul>
<p><b>Practical Provisional Completion Reports for Works</b></p> <ul style="list-style-type: none"> <li>• All elements noted in the above reporting category.</li> <li>• Agreed snag list of outstanding/ defective works to be completed and rectified during the Defects Liability Period</li> <li>• Copies of site handover certificates signed by the contractor, contractor and the contracting authority user.</li> <li>• Reports on required user trainings and maintenance for the works</li> <li>• As-built drawings</li> <li>• Copies of provisional Acceptance Certificates</li> <li>• Progress with obtaining occupational permits</li> </ul>
<p><b>Mid Defects Liability Period Reports for Works</b></p> <ul style="list-style-type: none"> <li>• Progress with rectification of listed/ emergent snags</li> <li>• Updated reports on required user trainings for the works</li> <li>• Copies of occupational permits</li> <li>• Draft operation and maintenance manuals</li> </ul>
<p><b>Final Completion Reports for Works</b></p> <ul style="list-style-type: none"> <li>• Project and consultancy background</li> <li>• Degree of fulfilment of the consultancy TOR</li> <li>• Financial report including all payments, variations, and contract cost status, final accounts, etcetera.</li> <li>• Report on rectification of listed/ emergent snags.</li> <li>• Copies of final Acceptance Certificates</li> <li>• Final Operation and maintenance manuals</li> <li>• As-built drawings</li> </ul>
<p><b>Final Inspection Report for Supplies</b></p> <ul style="list-style-type: none"> <li>• Final technical components for the supply contracts</li> <li>• User information, operation manuals and technical document</li> <li>• Certificate of Satisfactory Delivery</li> <li>• As-installed drawings</li> </ul>

### 5.1.11 Implementation Schedule

The implementation schedule for Phase 1 and 2 is shown in the table below, indicating the estimated service periods for this consultancy.

Activity	Description	Estimated time in months
<b>Phase 1</b>	<b>Detail Design review</b>	<b>4</b>
1/ a	Final Design Review, BoQ Review, and Bidding Documents.	1
1/ b	Tendering for construction works, evaluation and awarding	3*
<b>Phase 2</b>	<b>Contract Management and Site Supervision</b>	<b>31</b>
	Construction period	19
	Defects Liability and Warranty Period	12*

*\*For these periods, most of the time involves waiting and no actual workload.*

#### 5.1.12 Reporting Requirements:

The **format** of the reports, which the Contractor is required to produce as listed below, shall be discussed with the Contracting authority's monitoring experts, prepared as per discussions, and submitted for approval to the Contracting authority.

#### Civil Works:

- The Clerk of Works shall prepare **weekly site supervision reports**, to be attached to the minutes of the relevant monthly site meeting.
- The Contractor shall prepare **minutes of the monthly site meetings** and submit these to the Contracting authority within a week from the end of the reporting period. These minutes shall also summarize all Architect's Instructions issued till that moment. In addition, the Contractor shall attend in a professional manner to any queries by the Contracting authority.
- The Contractor shall prepare **quarterly progress and financial reports (financial appraisals)** and submit these to the Contracting authority within 4 weeks from the end of the quarter reported on.
- The supervising Contractor shall prepare the **provisional completion report**, complete with agreed (by the work contractor, and the contracting Authority's Monitoring Expert) snag list of outstanding defects to be made good during the defects liability period and including the as-built drawings.
- During the defect's liability period, the Contractor shall prepare the **mid-term defects liability** report and the **final completion report**, including the final accounts.

#### **Report Copies**

All reports shall be submitted as follows:

- Hard submissions: one original and two copies, all copies to be of the same quality as the original i.e. colour, visibility, page arrangement/ orientation, etc.
- One electronic copy including drawings.

## Formats

Drawings and schedules shall be on A3 paper size. Electronic copies shall be direct to PDF, Auto CAD and or Archi CAD (for drawings), Microsoft Excel for Bills of Quantities and M/s word 2007/2010 (for narrative reports and tender documents). The **format** of the reports for Phase 2, shall be discussed with the Contracting authority and be prepared as per discussions, and submitted for approval to the Contracting authority.

### 5.1.13 Quality Management

The services must fully comply with the contract documents and adhere to good practice standards, even if detailed specifications are not provided. The Contractor shall ensure quality management through continuous, quality assurance-based monitoring. These principles will ensure service quality and satisfaction among all involved parties.

The Contracting Authority will regularly evaluate performance to assess service quality, key experts' capacity, and participant satisfaction. The assessment methodology will be communicated in advance. The Contracting Authority will share evaluation outcomes with the Contractor and may request corrective actions. The Contractor may also conduct self-evaluations, though these results are not binding to the Contracting Authority. The Contracting Authority will closely monitor the activities' content, methodology, and implementation to maintain the desired quality level.

### 5.1.14 Project Management

#### 5.1.14.1 Schedule of Consultant in Kigoma (preliminary)

S/n	Activity	Time
1	Kick off meeting and design workshop for review	01 Aug 2024 to 02 Aug 2024
2	Design review, approval signatures and binding documents for procuring contractors	04 Aug 2024 to 25 Aug 2024
3	Tender evaluation for contractors (no full-time presence required)	09 Nov 2024 to 09 Dec 2024
4	Supervising constructions works (at least 1 site supervisor full time in Kigoma)	09 Dec 2024 to 06 Jun 2026
5	Defects Liability and Warranty Period (no presence in Kigoma required, only for final acceptance visit)	07 Jun 2026 to 07 Jun 2027

#### 5.1.14.2 Overview design review workshop

A kick off meeting and design workshop for review of at least two days shall take place in Kigoma at the start of the performance. The aim shall be to discuss with the Contracting Authority the general implementation of the project and the communication with the project management team. The meeting shall also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation.

As required, ad hoc meetings and conference calls shall be scheduled and organised by the Contractor during the implementation of a given service request. Prior to each of these meetings/ conference calls the Consultant shall submit to the Contracting Authority a summary of any specific points that need to be discussed.

Supplementary meetings in Kigoma during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.

The Consultant shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise. Furthermore, the Contractor shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities.

The Consultant must also ensure timely and accurate invoicing for services delivered as well as any required reporting.

The Consultant undertakes to deliver a project management plan to be approved by the contracting authority and her advisors within 7 calendar days following notification of contract award.

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

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

The contractor shall be sole manager of the planning of all activities required to perform this public contract. In particular, he shall plan:

- Dates for delivering implementation plans that he needs,
- Indication of deadlines dates for decisions to be taken by contracting authority.
- Indication of deadline dates for the conclusion of modifications to orders being elaborated.

## **Responsibilities**

### **Supervising consultant**

- To be able to provide the consultancy services under this contract, the consultant shall assemble an experienced team of sufficient size and capacity, covering all professional disciplines required for the successful execution of the consultancy contracts.
- Categories and numbers of staff are to be proposed by the Contractor according to the appreciation of the work to be performed. Except if separately specified under 'reimbursable expenses', the services shall include all necessary and associated professional and support staff, piece labour, materials, equipment, supplies, consumables, rentals, travel, transportation, per diems, temporary accommodation, levies, postal and courier charges, cost of communication etc.
- The Contractor shall be responsible for the execution of the services as detailed in the Terms of Reference. In the conduct of the work, the Contractor shall fully liaise with the Contracting authority, the Contracting authority's representatives, and monitoring experts. The contractor shall assemble a well-qualified and experienced team of sufficient size/capacity, covering all the disciplines required for the successful execution of the assignment as described under personnel requirements and inputs above. During all stages of the assignment, the contractor shall report directly to the Contracting authority or to the Contracting authority's appointed representative(s).

- The contractor shall be responsible for all preliminary and detailed technical investigations and the preparation of all other essential documents for conducting the assignment. The contractor has sole responsibility for analysis of all information gathered and conclusions made thereof.

### **Contracting Authority**

- The contracting authority shall assist with the required contacts and access to relevant information essential to the proper implementation of the consultancy. Where necessary and possible, the contracting authority shall provide or assist the contractor in obtaining relevant documentation that is required to carry out the duties expeditiously. In the case of foreign contractors requiring work permits, MOES shall assist with such process by introducing such contractors to the relevant government authorities.
- The remuneration shall consist of the contractor's professional fees and assignment-related costs in executing the contract (as detailed in the technical proposal), which costs shall be deemed to be inclusive of the following categories: offices, human resources, salaries, wages, training, office materials, per-diems, labour, equipment, supplies, consumables, rentals, travel, transportation, accommodation, levies, postal charges, communication, approvals, permits and all other related expenses.

To ensure that all pedagogical requirements are duly taken into account during the construction and/or rehabilitation works, it is also of the uppermost importance that proper communication, coordination and understanding are ensured between the Project Coordination Team and the personnel involved in the planning, designing, procurement, and execution of infrastructure works. Specific time shall therefore be allocated during the Design/Supervision activities for meetings and discussions with all the concerned stakeholders, at the Project offices.

## **Requirements for the resources**

### **Consultant/ team leader**

The Consultant shall identify a coordinator/team leader within its organisation who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority shall designate contact persons.

All communications and exchange of information between the Contracting Authority and the Contractor during the contract period shall be held in writing or email, in English and be addressed to the Contractor's single point of contact and to the contact person in the Contracting Authority respectively. The coordinator shall need to closely collaborate with the Contracting Authority ensuring that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements as described in this tender are being kept.



## Experts

The contractor shall assemble a well-qualified and experienced team of sufficient size and capacity. But each individual expert shall require specific expertise to be provided in structural strategic planning, pedagogy, environment protection, sustainable sanitation, construction engineering, electricity, including renewable energy and passive architecture. 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 in developing countries. The Contractor's proposal shall include the following key professional staff as minimum for all the Phases. The contractor may suggest with justification modification to the schedule of personnel list below.

### 1.4.1 Qualifications of the Team

**The team leader will also coordinate the entire exercise.**

#### **Mandatory requirements for the experts**

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 in developing countries. The team shall include but not be limited to the following key experts:

- a) **Architect (Team leader):** The team leader shall be a registered architect, possess a degree and a minimum twelve years of experience in building and structural work, with experience in passive cooling and energy conservation design strategies of school buildings. The expert shall have carried out projects of similar nature in the public sector in developing countries. Knowledge of health institution designs especially skills laboratories shall be key.
- b) **Civil/Structural Engineer:** shall be a registered Engineer, holder of a university degree and a minimum ten years of experience in building and structural work, particularly educational institution buildings.
- c) **Electrical Technician:** shall be a registered Electrical technician, holder of a diploma in Electrical Engineering and a minimum ten years of experience in electrical/mechanical installation for large institutional buildings and systems, particularly educational institution buildings.
- d) **Quantity Surveyor:** the Quantity surveyor shall be a registered surveyor and a holder of a university degree in Building Economics or Quantity Surveying, with a minimum five years of experience in building and structural work, particularly education institutional buildings. The expert shall have carried out projects of similar nature in the public sector in developing countries.
- e) **Renewable Energy Expert:** the expert shall have a degree in renewable energy/ environmental science/electrical engineering, with additional training in specific off grid energy technologies, and certification programs such as solar PV installation, maintenance, and can provide valuable skills and innovative solutions, with a minimum of five years' experience in renewable energy Design, preferably for education

institutions and within the East African region.

- f) J) Clerk of works: Advanced diploma in building/civil engineering with a minimum of 5 years' experience in works of similar nature. Each site must have a full-time clerk of work.

**NB: The contractor shall provide the CV of the clerk of works after the first phase of the contract which shall be evaluated and approved by the contract management team from the contracting authority. In addition to the Key-staff, the Contractor shall include non-key staff who shall work under the supervision of the key-staff. The CVs of the non-key's staffs may be submitted after the award for review and approval of the contracting authority.**

#### **1.4.2 Management of the Team**

Efficient communication and sharing of experience must be put in place within the team. In case of unavailability of a Team Member, the Consultant shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender. The consultant shall provide a complete team of professionals and the contractor's key professional staff break down input shall form part of the submission. The consultant is free to organize their resources as they wish around the key personnel.

The consultant 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 Contractor shall submit CVs for all the Key Staff in their proposed team fully countersigned and dated personnel themselves not earlier than three (3) months from the date of submission. All CVs must meet the minimum requirements to be considered compliant. Non-compliant CVs shall be awarded zero points and may lead to replacement of proposed person, if successful, and a proposal becoming nonresponsive if the firm scores below the minimum required technical score.

#### **1.4.3 Other resources**

The consultant shall supply all resources necessary for performance of the contract, including but not limited to; office and working spaces, stationery, ICT equipment, vehicles, and Personnel Protective Equipment. No facilities or resources shall be supplied by the contracting authorities.

## 6 Forms

### 6.1 Identification forms

#### 6.1.1 Legal person entity private/public legal body

fill the form below,

OFFICIAL NAME <sup>①</sup>	
BUSINESS NAME (if different)	
ABBREVIATION	
LEGAL FORM	
ORGANISATION TYPE	FOR PROFIT NON FOR-PROFIT
	NGO <sup>②</sup> YES NO
MAIN REGISTRATION NUMBER <sup>③</sup>	
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

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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

<sup>11</sup> 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 more than 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 because 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/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/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 documents<sup>12</sup> 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**<sup>12</sup> 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**<sup>12</sup> (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.

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<sup>12</sup> 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 TZA 22003-10038 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.

Items	Price method description	percentage
<b>A) Phase 1</b> - Design for a dormitory (adapted to different schools, location and circumstances) and the design for WASH facilities (1 main template adapted to 25 different schools, location and circumstances), the preparation of BoQ and tender specifications	The tenderer must provide a percentage fee based on the total estimated amount of the works (2.000.000 Euro Excl. VAT) to perform this item.  <b>This price is a fixed price</b> (Based on estimated amount of works)	%
<b>B) Phase 2</b> - Supervision of the works	The tenderer must provide a percentage fee for the total amount of works that will be actually carry out.  <b>The final price for this item will be obtained by application of the percentage fees provided for this item to the amount of the works actually carry out.</b>	%

Percentage of VAT to apply to the price services	%
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Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Place and date: .....

Signature and stamp: .....