



**Tender Specifications of APRIL 2025**

**Public work procurement contract for  
'TAN180351T-10255'**

**Tender for External works construction  
(Fences and Sewage Tanks) for 9 Collection  
centres**

**Negotiated Procedure without Prior  
Publication**

**Country: TANZANIA**

**NAVISION CODE: TAN180351T**

# Table of contents

<b>1</b>	<b>Administrative and contractual provisions</b> .....	<b>6</b>
1.1	General remarks.....	6
1.1.1	Derogations from the Royal Decree of 14 January 2013.....	6
1.2	Contracting authority.....	6
1.3	Institutional framework of Enabel.....	6
1.4	Rules governing the public contract.....	7
1.5	Definitions.....	8
1.6	Confidentiality.....	9
1.7	Deontological obligations.....	9
1.8	Applicable law and competent courts.....	10
<b>2</b>	<b>Subject-matter and scope of the public contract</b> .....	<b>11</b>
2.1	Type of contract.....	11
2.2	Subject-matter of procurement.....	11
2.3	Lots.....	11
2.4	Items.....	11
2.5	Duration of the public contract.....	11
2.6	Variants.....	11
2.7	Options.....	11
2.8	Quantities.....	11
<b>3</b>	<b>Procedure</b> .....	<b>12</b>
3.1	Award procedure.....	12
3.2	Publication.....	12
3.2.1.1	Enabel publication.....	12
3.3	Information.....	12
3.3.1	Data to be included in the tender.....	13
3.3.2	Period the tender is valid.....	13
3.3.3	Determination, components and price adjustments.....	13
3.3.4	Elements included in the price.....	13
3.4	How to submit tenders?.....	14
3.4.1.1	Change or withdrawal of a tender that has already been submitted.....	15
3.5	Selection of tenderers.....	15
3.5.1.1	Exclusion grounds.....	15
3.5.1.2	Selection criteria.....	16

3.5.1.3	Overview of the procedure .....	16
3.6	Award criteria .....	17
3.7	Final score .....	17
3.8	Awarding the public contract .....	17
3.9	Concluding the public contract .....	17
<b>4</b>	<b>Specific contractual and administrative conditions .....</b>	<b>18</b>
4.1	Definitions (Art. 2).....	18
4.2	Usage of digital means (Art. 10).....	18
4.3	Managing official (Art. 11).....	18
4.4	Subcontractors (Art. 12 to 15).....	19
4.5	Confidentiality (Art. 18) .....	19
4.6	Personal data protection .....	20
4.7	Intellectual property (Art. 19 to 23).....	21
4.8	Insurance (Art. 24).....	21
4.9	Performance bond (Art. 25 to 33).....	21
4.10	Conformity of performance (Art. 34) .....	22
4.11	Plans, documents and objects prepared by the contracting authority (Art. 35)	22
4.12	Detailed plans and work plans prepared by the contractor (Art. 36) .....	22
4.12.1.1	Construction planning.....	22
4.13	Changes to the public contract (Art. 37 to 38/19 and 80) .....	22
4.13.1	Replacement of the contractor (Art. 38/3).....	22
4.13.2	Revision of prices (Art. 38/7) .....	23
4.13.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12) .....	23
4.14	Control and supervision of the public contract.....	24
4.14.1	Scope of the control and supervision (Art. 39) .....	24
4.14.2	Technical acceptance procedures (Art. 41).....	25
4.14.3	Preliminary technical acceptance (Art. 42).....	25
4.14.3.1	Ex post technical acceptance (Art. 43) .....	26
4.15	Performance period (Art. 76) .....	26
4.16	Provision of land (Art. 77).....	26
4.17	Labour conditions (Art. 78).....	26
4.18	Organisation of the construction site (Art. 79) .....	26
4.19	Means of control (Art. 82) .....	27

4.20	Works logbook (Art. 83).....	27
4.21	Liability of the building contractor (Art. 84).....	28
4.22	Zero tolerance Sexual exploitation and abuse.....	28
4.23	Means of action of the contracting authority (Art. 44-51 and 85-88).....	28
4.23.1	Failure of performance (Art. 44).....	29
4.23.2	Penalties (Art. 45) .....	29
4.23.3	Fines for delay (Art. 46 et seq. and 86).....	30
4.23.4	Measures as of right (Art. 47 and 87) .....	31
4.23.5	Other sanctions (Art. 48).....	31
4.24	Acceptance, guarantee and end of the public contract (Art. 64-65 and 91-92) 31	
4.24.1	Acceptance of the works performed (Art. 64-65 and 91-92).....	31
4.24.2	Acceptance costs.....	32
4.25	Price of the public contract in case of late performance (Art. 94).....	33
4.26	Terms and Conditions of Payment of the works (Art. 66 et seq and 95).....	33
4.27	Litigation (Art. 73) .....	34
<b>5</b>	<b>Technical specifications .....</b>	<b>36</b>
5.1	Background.....	36
5.2	Objectives .....	36
5.3	Scope of Work.....	36
5.4	Foundation works .....	36
5.5	Chain-link Fence .....	36
5.6	Soakaway pits and the septic tank.....	36
5.7	Quality Requirements.....	36
5.8	Contract Management and Acceptance: .....	38
5.9	Geographical Location.....	38
5.10	Contract Duration and work implementation period .....	39
5.11	Site Visit and inspection.....	39
5.12	Minimum required company profile .....	39
5.13	Minimum required experience of the staff .....	39
5.13.1	Supervisor: .....	39
5.13.2	Technician:.....	39
5.14	Award Criteria .....	40
5.14.1	Price: 75%.....	40
5.14.2	Quality of the technical proposal: 25%.....	40

5.15	Milestones and Payment schedule.....	40
5.16	Approved Drawings .....	41
<b>6</b>	<b>DETAILED TECHNICAL SPECIFICATIONS (technical proposal) – to be used for the award stage .....</b>	<b>44</b>
6.1	Instructions for Bidders Regarding Material Specifications.....	44
<b>7</b>	<b>Forms.....</b>	<b>50</b>
7.1	Identification Form.....	50
7.1.1	Legal person entity private/public legal body.....	50
7.1.2	Public law entity .....	51
7.1.3	Subcontractors.....	52
7.2	Financial identification Form.....	53
7.3	Tender Forms – prices – lot 1.....	54
7.4	Tender Forms – prices – lot 2 .....	57
7.5	Declaration on honour – exclusion criteria.....	60
7.6	Integrity statement for the tenderers .....	62
7.7	Selection file – economic and financial capacity .....	63
7.8	Selection file – technical aptitude.....	64
<b>8</b>	<b>Other documents to be provided.....</b>	<b>65</b>
8.1	Power of attorney.....	65
8.2	Incorporation certificate .....	65
8.3	Certification of clearance with regards to the payments of social security contributions .....	65
8.4	Certification of clearance with regards to the payments of applicable taxes	65
8.5	List of the similar assignments.....	65

# 1 Administrative and contractual provisions

## 1.1 General remarks

### 1.1.1 Derogations from the Royal Decree of 14 January 2013

Chapter 1.4 of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate from Articles 25-33 (see point 4.7 “performance guarantee”) of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

## 1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, 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 has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by **Mr. Stephen PAUL, Project Manager of Enabel** =, and Othman BOUFAIED, Expert Contracting and Administration of Enabel in Tanzania who is mandated to represent the company towards third parties.

## 1.3 Institutional framework of Enabel

The general framework of reference in which ENABEL operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>3</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;

<sup>1</sup> Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</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 Organization<sup>4</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 environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

#### **1.4 Rules governing the public contract**

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

- The Law of 17 June 2016 on public procurement<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>5</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement<sup>5</sup>;
- Circulars of the Prime Minister with regards to public procurement<sup>5</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 with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
  - Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](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/content/integrity-desk>.

<sup>4</sup> <https://www.ilo.org/global/standards/lang--en/index.htm>

<sup>5</sup> A consolidated version of this document can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

## 1.5 Definitions

The following definitions apply to this contract:

- The tenderer: The natural person (m/f) or legal entity that submits a tender;
- The contractor / building contractor: The tenderer to whom the public contract is awarded;
- The contracting authority: Enabel, represented by the Country Director of Enabel in Tanzania
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted; Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- Procurement documents: Contract notice and Tender Specifications including the annexes and the documents they refer to;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Summary bill of quantities: The procurement document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;
- Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the public contract;



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;

Processor (subcontractor) 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 Confidentiality**

### 1.6.1 Processing of personal data

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

### 1.6.2 Confidentiality

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

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

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

## **1.7 Deontological obligations**

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

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

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

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

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

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

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

## **1.8 Applicable law and competent courts**

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

The parties commit to sincerely perform their engagements to ensure the good performance of the public 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 4.27 'Litigation' (Article 73 of the Royal Decree of 14 January 2013).

## 2 Subject-matter and scope of the public contract

### 2.1 Type of contract

This contract is a public works contract, having as its subject-matter:

The realisation, by whatever means, of a work corresponding to the requirements specified by the contracting authority which exercises decisive influence on its nature or design.

### 2.2 Subject-matter of procurement

This public contract consists of works related to **external works construction (Fences and Sewage Tanks) for the 9 Collection centres**, in conformity with the conditions of these Tender Specifications.

*For the specifications of works/BoQ and design: see sections 5, 6, 7.3 and 7.4 of the tender specifications.*

### 2.3 Lots

*(Articles 2, 52° and 58 of the Law and Articles 49 and 50 of the Royal Decree on Awarding.)*

The public contract has **two (2) lots**, each one of which is indivisible. The tenderer may submit a tender for one lot or all the two lots. A tender for part of a lot is inadmissible.

### 2.4 Items

The public contract consists of the following different items as clearly described in the *sections 5, 6, 7.3 and 7.4* of the tender document.

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

### 2.5 Duration of the public contract<sup>7</sup>

Fixed duration

For each of the lots, the contract starts upon award notification and lasts until final acceptance

The works must be performed for maximum **in three (3) months** including a maximum implementation period of **two (2) months**, after awarding.

### 2.6 Variants

Each tenderer may submit only one tender. Variants are forbidden

### 2.7 Options

Options are not permitted.

### 2.8 Quantities

See Technical specifications *sections 5, 6, 7.3 and 7.4* which highlight the details of the BoQ.

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<sup>7</sup> Please note: duration of the contract not to be confused with the period of performance.

## 3 Procedure

### 3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

### 3.2 Publication

#### 3.2.1.1 Enabel publication

These Tender Specifications are posted on the website of Enabel ([www.enabel.be](http://www.enabel.be)) until **13<sup>th</sup> May 2025**.

### 3.3 Information

The awarding of this procurement contract is coordinated by:

**Mrs. Pierre Remy NSHIMIYIMANA**, Public Procurement Officer – Email: [pierreremy.nshimiyimana@enabel.be](mailto:pierreremy.nshimiyimana@enabel.be).

Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

**Until 3rd May 2025** (10 days before the submission date), candidate-tenderers may ask questions about these Tender Specifications and the procurement contract.

**Questions will be in writing to;**

**Pierre Remy NSHIMIYIMANA**

[pierreremy.nshimiyimana@enabel.be](mailto:pierreremy.nshimiyimana@enabel.be).

With copy to

**Mr. Lutufyo MWAKIPESILE,**

([Lutufyo.mwakesile@enabel.be](mailto:Lutufyo.mwakesile@enabel.be) + [procurement.tza@enabel.be](mailto:procurement.tza@enabel.be))

And

**Jordan KABYEMELA**

([jordan.kabyemela@enabel.be](mailto:jordan.kabyemela@enabel.be))

And

**Oscar P. MLAY**

([oscar.mlay@enabel.be](mailto:oscar.mlay@enabel.be))

and they will be answered in the order received.

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

Tender Specifications for TAN180351T-10255: External works construction (Fences and Sewage Tanks) for the 9 Collection centers

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

To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten (10) days at the latest before the deadline for receipt of tenders.

### **3.3.1 Data to be included in the tender**

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

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

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

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

### **3.3.2 Period the tender is valid**

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

The validity of the tender will be negotiated, if the deadline stated above is overrun.

### **3.3.3 Determination, components and price adjustments**

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

This public contract is a lump-sum price contract, i.e. a contract in which the global price is a flat fee that covers the whole performance of the contract or each of the items of the inventory.

### **3.3.4 Elements included in the price**

*(Art. 32 §3 Royal Decree of 18 April 2017)*

The tenderer is to include in the unit and global prices of the works contract all costs, measures and charges generally inherent to the performance of the contract, **for which VAT must be indicated in a separate line in the price form**.

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

1° Where applicable, the measures imposed by occupational safety and worker health legislation;

2° All the works and supplies, such as bracing, sheet piling and drainage, necessary to prevent landslips and other damage and to remedy these if necessary;

3° The perfect preservation, possible shift and redeployment of cables and pipes which might be encountered during excavation, earthworks and dredging, provided that these achievements are not the legal responsibility of the owners of such cables and pipes;

**Tender Specifications for TAN180351T-10255: External works construction (Fences and Sewage Tanks) for the 9 Collection centers**

4° Removal, within the confines of the excavations, earthworks and dredging which may be necessary for construction of the structure, of:

a) earth, mud and gravel, stones, rubble, riprap of any kind, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris and waste materials;

b) any rock regardless of size where the procurement documents state that the earthworks, excavation and dredging are to be carried out in land known to be rocky, and in the absence of this statement, any rock and any blocks of masonry or concrete the individual volume of which does not exceed half a cubic metre;

5° The transportation and removal of excavated material, either away from the property of the contracting authority, or to locations within the sites for re-use, or to designated dumping sites, in accordance with the requirements of the procurement documents;

6° All overheads, incidental expenses and maintenance costs during contractual performance and the warranty period;

7° Customs and excise duties;

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

### **3.4 How to submit tenders?**

The tenderer may only submit one tender per lot.

Without prejudice to any variants, the tenderer may only submit one tender only per procurement contract/lot.

The tenderer submits his tender as follows:

- **The tender will be drawn up in two (2) copies, one original and one copy.**
- **The identical Soft Copies (Exactly identical to the hard copy) must be submitted in one or more PDF files on a USB stick.**

The tender and all accompanying documents must be numbered and signed (original handwritten signature) by the tenderer or his representative. The same applies to any alteration, deletion or note made to this document

The representative must clearly state that he/she is authorized to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning: "TENDER", the tender documents number **Tender TAN180351T-10255**.

The tender must be received before **13th May 2025 at 04:00 PM EAT**. It must be sent to:

**The Attention of Lutufyo MWAKIPESILE.**

**Procurement officer - Enabel Tanzania**

**Enabel Representation,**

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

It may be submitted:

- a) **Either By post mail** (standard mail or registered mail) In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time limit for receipt.
- b) **Or delivered by hand** directly to the contracting authority against a signed and dated receipt: The service can be reached on working days during office hours, from 08:00 to 17:00 (East African time).

**NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED**

#### **3.4.1.1 Change or withdrawal of a tender that has already been submitted**

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

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

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

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

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

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

The withdrawal must be pure and simple.

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

### **3.5 Selection of tenderers**

*Article 66 – 80 of the Law; Articles 59 to 74 of the Royal Decree on Awarding*

#### **3.5.1.1 Exclusion grounds**

*Articles 52 and 67 -70 of the Law; Article 51 of the Royal Decree of 18 April 2017*

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

**By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 69 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.**

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

### **3.5.1.2 Selection criteria**

*Article 71 of the Law and Articles 65 to 74 of the Royal Decree of 18 April 2017*

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

The minimum requirements will be evaluated at selection stages. For more details, refer to the minimum criteria in section 5 of this tender document.

**NB: The company that will not meet the minimum criteria will not be selected/shortlisted for the negotiation or be evaluated based on the award criteria.**

### **3.5.1.3 Overview of the procedure**

*Text valid in case **several award criteria** are given in the Tender Specifications.*

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity. Irregular tenders will be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. **Maximum three (3) tenderers may be included in the shortlist on each lot.**

Then, the negotiation phase follows. 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 BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this contract.



### **3.6 Award criteria**

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the award criteria:

- **Quality of technical proposal: 25% Financial proposal: 75%.**

The details of the scoring matrix are found in the technical specifications in the section 5.

### **3.7 Final score**

The scores for the award criteria will be added up. The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the check shows that the Declaration on honour corresponds with reality.

### **3.8 Awarding the public contract**

*Articles 41 and 81 of the Law*

The lot(s) of the contract will be awarded to the tenderer(s) who has/have submitted the most interesting tender for each lot.

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

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

The contracting authority also reserves the right to award only a certain lot.

### **3.9 Concluding the public contract**

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

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

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

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

## 4 Specific contractual and administrative conditions

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

These Tender Specifications do derogate from Articles 25-33 of the GIR.

### 4.1 Definitions (Art. 2)

The following definitions apply to this contract:

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

### 4.2 Usage of digital means (Art. 10)

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

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

### 4.3 Managing official (Art. 11)

The management and control of contract performance are entrusted to **Oscar P. MLAY**, senior Engineer at Enabel - Email: [oscar.mlay@enabel.be](mailto:oscar.mlay@enabel.be)

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

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the Managing official. For such decisions the contracting authority is represented as stipulated under point Contracting authority.

Under no circumstances is the Managing official allowed to modify modalities (e.g. performance period) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

#### **4.4 Subcontractors (Art. 12 to 15)**

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

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

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

**The contractor may not sub-contract, sub-lease, delegate or transfer in any way the whole or more than twenty (20 per cent (of the value) of the works.**

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

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

#### **4.5 Confidentiality (Art. 18)**

Knowledge and information obtained by the contractor, including any persons responsible for the mission and any other person involved in this public contract, are strictly confidential.

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

All parties directly or indirectly involved are therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, where applicable, to carry out this public contract (particularly regarding 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 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, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority.

## **4.6 Personal data protection**

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

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

### 4.4.2 Processing of personal data by the contractor

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

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

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

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

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

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

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

#### **4.7 Intellectual property (Art. 19 to 23)**

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

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

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

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

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

#### **4.8 Insurance (Art. 24)**

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

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

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

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

#### **4.9 Performance bond (Art. 25 to 33)**

For this contract no performance bond is required.

#### **4.10 Conformity of performance (Art. 34)**

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

#### **4.11 Plans, documents and objects prepared by the contracting authority (Art. 35)**

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

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

#### **4.12 Detailed plans and work plans prepared by the contractor (Art. 36)**

The contractor prepares at its own expense all the detailed plans and work plans he requires for successful performance of the contract

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

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

##### **4.12.1.1 Construction planning**

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

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

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

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

#### **4.13 Changes to the public contract (Art. 37 to 38/19 and 80)**

##### **4.13.1 Replacement of the contractor (Art. 38/3)**

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

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies

already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

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

#### **4.13.2 Revision of prices (Art. 38/7)**

For this contract, price revisions are not permitted.

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

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

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

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

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

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

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

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

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

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

#### **Setting unit or global prices – Calculation of the price**

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

1. In accordance with the unit or global prices of the approved tender;
2. By default, in accordance with the unit or global prices inferred from the approved

**Tender Specifications for TAN180351T-10255: External works construction (Fences and Sewage Tanks) for the 9 Collection centers**

tender;

3. By default, in accordance with the unit or global prices from another contract of Enabel;
4. By default, in accordance with the unit or global prices to be agreed upon on the occasion.

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

### **Setting unit or global prices – Procedure to follow**

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

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

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

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

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

### **Unforeseeable circumstances**

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

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

## **4.14 Control and supervision of the public contract**

### **4.14.1 Scope of the control and supervision (Art. 39)**



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

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

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

#### **4.14.2 Technical acceptance procedures (Art. 41)**

Concerning technical acceptance, it is necessary to distinguish between:

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

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

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

#### **4.14.3 Preliminary technical acceptance (Art. 42)**

As a general rule, products may not be used if they have not been accepted by the Managing official or his or her representative.

All equipment proposed must be approved by the contracting authority. This approval is obtained on the basis of the preliminary technical forms that have been elaborated by the building contractor and are submitted to the Managing official .

The technical offer gives a general overview of the equipment and gives specifications and choices made for the project.

The contracting authority refuses technical offer which are partial or incomplete and which do not provide the technical information required for examination and approval.

Once the comments made are in the possession of the contractor, he will take them into account and will complete the technical form in order to have it approved.

Technical acceptance may be carried out at various stages of production.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance.

The request of the contractor will be considered not having been made. A new request is made when the product is fit for acceptance.

The contractor is responsible for storing and conserving his products in view of any risks run by his company and this until provisional acceptance of the works.

Except for approved products, the costs pertaining to the preliminary technical acceptance are borne by the building contractor.

In any case, the costs include:

- Costs pertaining to tasks of the acceptance experts, including travel and accommodation costs of acceptance experts;

- Costs pertaining to collecting, packaging, and transporting samples, regardless where or whereto;
- Costs pertaining to tests (preparation, manufacture of testing tools, the tests as such (in this respect, the circular letters pertaining to setting rates for tests apply));
- Costs pertaining to the replacement of products that are faulty or damaged.

#### **4.14.3.1 Ex post technical acceptance (Art. 43)**

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

### **4.15 Performance period (Art. 76)**

The building contractor is to complete the works within a period of three (3) months as of the date set in the written service order to commence the works.

### **4.16 Provision of land (Art. 77)**

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

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

The enclosing hoardings may not be used for advertising.

**No advertising is allowed on the sites used, except for ‘Construction site information’.**

### **4.17 Labour conditions (Art. 78)**

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

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

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

This list contains at least the following personal information: the name; the first name; actual occupation per day on the construction site; the date of birth; the job title; qualifications.

The Director of the project /Team Leader appointed by the building contractor for the performance of this contract with the contracting authority will have to master the following languages: English

### **4.18 Organisation of the construction site (Art. 79)**

The building contractor shall comply with the local legal and regulatory provisions governing building works, road works, health and safety in the workplace as well as the provisions of collective, national, regional, local and company agreements.

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

The building contractor shall, under his sole responsibility and at his own expense, take all necessary measures to ensure the protection, preservation and integrity of existing buildings and works. He shall also take all the precautions required by best building practices and any special circumstances to protect neighbouring properties and to prevent any disturbance to them through his fault.

The building contractor shall bear all costs of and implement all necessary measures to signal in daylight, at night as well as in fog, the construction sites and storage sites that are located where vehicles and pedestrians circulate. He is to completely enclose his sites along temporary or permanent sidewalks as well as along temporary or permanent traffic arteries. Such enclosing and hoarding will also ensure the protection of the construction site during the construction period against any outside intrusion.

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

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

#### **4.19 Means of control (Art. 82)**

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

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

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

#### **4.20 Works logbook (Art. 83)**

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

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

- Weather conditions;
- Interruptions to works caused by adverse weather conditions;

- Accidents at work;
- The number and capacity of workers employed on the site;
- Materials supplied;
- Equipment actually used and equipment out of service;
- Unforeseen events;
- Amending orders of minor impact;
- The attachments and quantities performed for each item and in each zone of the construction site. The attachments constituting the true and detailed representation of all works performed, in quantity, dimensions and weights.

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

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

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

#### **4.21 Liability of the building contractor (Art. 84)**

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

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

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

#### **4.22 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.

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

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

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

In case of violation, the contracting authority may impose a lump-sum fine to him 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 appointee and of the advantage that the contractor hoped to obtain by offering the advantage to the appointee. The contracting authority will decide independently about the application and the amount of this fine.

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

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

#### **4.23.1 Failure of performance (Art. 44)**

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

1° when performance is not carried out in accordance with the conditions specified in the procurement documents;

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

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

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

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

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

#### **4.23.2 Penalties (Art. 45)**

##### **Special penalties**

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

- Non-delivery of administrative and technical documents such as construction plan: because not having delivered the documents listed by the time set during construction site meetings or by administrative order.
- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed to the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.
- Delay in executing observations or administrative orders of the contracting authorities via the Managing official : Where the lists of observations result from construction site visits, in particular for painting orders, or upon acceptance, have not been fulfilled by the time set by the Managing official , the contractor will be

- penalised per calendar day of delay until performance is effectively carried out.
- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the Managing official obtains the approval of the contracting authority for the new member's being put in place, or the replaced member is re-established in its duties, or both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even where agreement is found.

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

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

#### **4.23.3 Fines for delay (Art. 46 et seq. and 86)**

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

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

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

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

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

where,

R = the sum of the fines to be applied for a delay of n working days;

M = the initial value of procurement;

N = the number of working days initially specified for performance of the contract;

n = the number of working days of delay.

However, if the factor M does not exceed EUR 75 000 and, at the same time, N does not exceed 150 working days, the denominator N<sup>2</sup> will be replaced by 150 × N.

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

If, without setting parts or stages, the Tender Specifications stipulate that partial periods apply, failure to observe these will be penalised by special fines provided for in the Tender Specifications, or, in the absence of such a provision, by fines calculated in accordance with the formula referred to in Art. 86§1 of the Royal Decree of 14 January 2013, in which the

factors M and N refer to the total contract. However, the maximum of the fines relating to each partial period of P working days shall be:

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

#### **4.23.4 Measures as of right (Art. 47 and 87)**

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

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

The measures as of right are:

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

2° Performance under regie 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° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

#### **4.23.5 Other sanctions (Art. 48)**

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

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

### **4.24.1 Acceptance of the works performed (Art. 64-65 and 91-92)**

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

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

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

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

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

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

The warranty period commences on the date on which provisional acceptance is given and **last for minimum one (1) year or a longer period provided by the bidder in his proposal.**

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

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

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

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

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

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

During the warranty period, which amounts to 1 years, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation and maintain it in this state.

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

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

#### **4.24.2 Acceptance costs**

Travel costs and any other costs that may include the cost for the stay of the contractor and his team will be borne solely by the service provider.

When drawing up his tender, the tenderer shall take into account the following acceptance costs:

- Refinement and validation of deliverables – Any costs associated with improving, finalizing, or ensuring the completeness of the deliverables.



- Participation in validation visits and meetings – Costs incurred by the contractor and their team for attending validation visits or meetings requested by the contracting authority. These sessions may be scheduled as per the approved work plan or convened at the discretion of the contracting authority to assess progress and determine next steps.
- Revisions and refinements – Costs associated with modifying deliverables based on feedback provided during the validation process.
- Execution-related costs – Any expenses incurred by the contractor and their team during the execution of the assignment, within the agreed-upon scope of work, until the final acceptance of the deliverables.

The contracting authority shall be responsible for covering the costs of its managing officials and any third parties it invites to validation or acceptance sessions, including logistical and related expenses.

#### **4.25 Price of the public contract in case of late performance (Art. 94)**

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

- by assigning to the constituent elements of the prices contractually specified for revision the values applicable during the period of delay in question; or
- by assigning to each of these elements an average value (E) established as follows:

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

where,

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

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

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

#### **4.26 Terms and Conditions of Payment of the works (Art. 66 et seq and 95)**

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

The invoice shows the full details of the works that justify the payment. The invoice will be signed and dated and will include the statement: ‘Certified true and sincere for the amount of EUR .... (amount in words).’ and the reference **TAN180351T-10255** as well as the name of the Managing official **Oscar P. MLAY, senior Engineer at Enabel**. The invoice that does not include this reference cannot be paid.

**The invoice address is:**

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

[Tanzania.admin@enabel.be](mailto:Tanzania.admin@enabel.be) copying Oscar P. MLAY; ([oscar.mlay@enabel.be](mailto:oscar.mlay@enabel.be))

Payment will be made in progress payments, as follows:

The payment schedule outlined below applies to each collection center. The contractor shall submit payment requests based on completed milestones. The invoices along with progress reports for verification and approval before payments are released.

<b>Milestones</b>	<b>Description</b>	<b>Payment Schedule</b>
Completion of Preliminaries phase.	Upon acceptance of mobilization plan and the tools, materials, manpower and Equipment present on the site during the site visit	15%
Chain link Fences	Upon completion of construction service of the plain concrete beam ground beams and the chain links fence with the gate and the poles per BoQ.	60%
Sewage System	Upon completion of construction of the Septic tanks and Soakaway Pits.	14%
Grills	Upon completion of fixing of the metal Doors.	6%
DLP	Retention payment six (6) months Period to ensure that that the contractor completes all required work, including any defect corrections, after the main construction is finished.	5%

**Mind: It should be understood that no advance payments may be requested, and payment will be made only after performance and acceptance.**

**Payment will be by bank transfer only.**

#### **4.27 Litigation (Art. 73)**

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

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

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

Enabel

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

To the attention of Ms Inge Janssens

**Tender Specifications for TAN180351T-10255: External works construction (Fences and Sewage Tanks) for the 9 Collection centers**

rue Haute 147  
1000 Brussels  
Belgium

## 5 Technical specifications

### TAN180351T-10255 Technical Specifications (Tech. specs External works construction (Fences and Sewage Tanks) for the 9 Collection centres

#### 5.1 Background

The purpose of these Technical Specifications (Tech. specs.) is to outline the requirements, objectives, scope, and deliverables for the construction of activities related to the external works for the collection centers. These centers will serve as key infrastructure for improving collection, storage, and distribution efficiency for honey for the bee cooperatives, on the phase 1 implementation it was noticed for the security purpose, the fences are crucial as well as for food quality constructing of proper sewage system in crucial. This initiative is part of the BEVAC Project implemented by Enabel Belgium Development agency.

#### 5.2 Objectives

The main objective of this assignment is to construct chain-link fence in 9 scattered collection centers that meet the required quality standards and the sewage system (grey water discharge), are completed within the specified timeline, and adhere to the budget constraints. The centers will enhance the capacity of local producers to store honey and contribute to the value chain and economic growth of the Cooperatives in the region.

#### 5.3 Scope of Work

The contractor will be responsible for the following construction of fences in awarded lot of the collection **centers**.

#### 5.4 Foundation works

The contractor will be responsible for the excavation of the foundation trenches 50cm by 50cm which are 0.7 m deep. After, the contractor will be required to perfectly pour concrete in the trenches to hold the steel poles struts 3.7m tall.

#### 5.5 Chain-link Fence

The contractor will be responsible for the construction of the chain-link wire, with the strip concrete foundation beneath as indicated in the drawing to hold tight the fence in the bottom and three binding wires running in the bottom at the middle and on top of the fence.

#### 5.6 Soakaway pits and the septic tank.

Soakaway pits and the septic tank will be constructed to facilitate proper drainage and wastewater absorption. The contractor will be responsible for site preparation including the excavation to the specified depth, lining the pit with stone aggregates and installing perforated pipes where necessary. A protective cover will be placed to ensure safety and prevent debris accumulation.

#### 5.7 Quality Requirements

The following are the minimum quality requirements, refer to the BoQ for the detailed description of works:

Description	Requirements
Chain link Fence	<ul style="list-style-type: none"> <li>-Conduct site preparation, including excavation and the construction of the plain concrete base C20 mix,</li> <li>-Construction of the steed poles base concrete of C20.</li> <li>-Erection of the steed poles painted with at least the two coat black oil paint preceded with the red-oxide for rust protection at designate intervals.</li> <li>- Install chain-link fencing by securely tying it to the steel poles using binding wires at three distinct locations (Top, middle, and bottom)</li> <li>- Incorporate three binding wires running horizontally in three places bottom, middle and top along the length of the fence as seen in the drawings.</li> <li>- Placement of the gate at the entrance of the fence, the gate should be 5m wide with the 3cm steel pile frames and the 2cm square pipes vertically after every 20cm.</li> </ul>
Septic Tank	<ul style="list-style-type: none"> <li>-The septic tank construction will begin with excavation to the required depth, followed by the construction of a reinforced concrete base using C20 concrete mix, ensuring proper levelling and curing for strength and durability</li> <li>- The 230mm thick walls will be built using high-quality masonry with waterproof cement mortar, and all internal surfaces/walls will be plastered.</li> <li>- A reinforced concrete cover slab will be installed for durability. Additionally, 4 -inch diameter inlet and outlet pipes will be properly fitted to facilitate wastewater flow and proper sewage disposal, and a ventilation pipe will be installed to prevent gas buildup within the septic tank.</li> </ul>
Soakaway Pits	<ul style="list-style-type: none"> <li>-The soakaway pits will be excavated to the specified depth and dimensions on the drawing and lined with graded stone aggregates to facilitate adequate drainage and prevent clogging.</li> <li>-A protective slab casted to C20 mix will be placed over the pits to prevent debris from entering while ensuring safety.</li> </ul>
Metal Security Gates	<ul style="list-style-type: none"> <li>-The gates will be fabricated using high-quality galvanized steel with a powder-coated finish for longevity.</li> <li>- The frames will be reinforced through professional welding to ensure structural integrity.</li> <li>- During installation, the gateposts will be secured in a C20 concrete foundation ensuring proper alignment and stability.</li> <li>- The hinges and locking mechanisms will be aligned for smooth operation and security.</li> </ul>

	<ul style="list-style-type: none"> <li>- The gates will be coated with at least two coats of black oil paint after applying a red oxide primer to prevent rust and extend their lifespan.</li> <li>- The gate will come with all its accessories that includes hinges, latches, handles, locks with its original 3 keys, and bolts</li> </ul>
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**The General Requirements:**

- All materials used shall conform to relevant national and international standards for quality and durability.
- The contractor shall adhere to all applicable health, safety, and environmental regulations during the execution of the project.
- The contractor must ensure proper site management, including debris disposal and site cleanup after construction.
- The contractor is responsible for providing all necessary equipment, labor, and materials for successful project completion.
- Work must be executed within the agreed timeframe as per the contractual schedule.
- Periodic site inspections may be conducted to ensure compliance with technical specifications.
- Any defects or non-conformance identified shall be rectified at the contractor’s expense.

**5.8 Contract Management and Acceptance:**

The awarded contractor will report to **Oscar P. MLAY**, senior Engineer at Enabel – Managing official. He will be responsible for both acceptance and approval of the deliverables.

**5.9 Geographical Location**

The collection centers to which the External works are to be conducted will be constructed in the region of Kigoma, Katavi, Singida, Shinyanga, Kahama and Tabora at following regions in the particular location.

s/No	Region	District	Village	Lot number
01	Tabora	Sikonge	Kipanga	Lot 1
02	Katavi	Mlele	Inyonga	Lot 1
03	Katavi	Nsimbo	Uruwira	Lot 1
04	Katavi	Tanganyika	Majalila	Lot 1
05	Tabora	Kaliua	Kangeme	Lot 2
06	Tabora	Urambo	Nsogolo	Lot 2
07	Tabora	Uyui	Goweke	Lot 2
08	Singida	Itigi	Doroto	Lot 2
09	Shinyanga	Kahama	Ushetu	Lot 2

## **5.10 Contract Duration and work implementation period**

This contract shall be implemented within three (3) month including two(2) months of implementation,1 month of final inspection and approval by the designated Managing official in each lot.

A detailed **work schedule** shall be submitted before commencement of works, outlining the timeline for each phase of construction to all sites.

Contract performance will be judged on quality of outputs and in adherence to supervision reports by both clients' Supervisors.

The minimum warranty period is 12 Months will be provided for the entire work.

## **5.11 Site Visit and inspection**

A site visit is allowed but not required. If you wish to visit before submitting your bid, please inform Jordan KABYEMELA ([jordan.kabyemela@enabel.be](mailto:jordan.kabyemela@enabel.be)) if you encounter any difficulties.

## **5.12 Minimum required company profile**

- The company should provide at least 3 references (certificate of good completion) of the previously construction assignment completed with no major reservations;
- CRB Certificate entailing Class 6 and above Building contractor.

## **5.13 Minimum required experience of the staff**

### **5.13.1 Supervisor:**

Qualification:

- He/she must have at least a bachelor's degree in civil engineering or equivalent field (copy of the degree/diploma to be provided);
- He/she must be fluent in English and Swahili.

Experience:

- He/she must have at least 3 years of general experience in construction/supervision of infrastructure (proven by certificates of good completion, letter of recommendation, employment record or any other relevant documentation);
- Tanzanian Professional Engineer registration certificate (copy of the certificate to be provided).

### **5.13.2 Technician:**

Qualification:

- He/she must have at least a diploma in civil/building, or equivalent field (copy of the degree/diploma to be provided).

Experience:

- He/she must have at least 2 years of general experience in construction (proven by certificates of good completion or any other document proving good performance of the assignment).
- He/she must be fluent in English and Swahili

Upon the execution, the tenderer commits to have at least 1 technician at the sites during the execution to oversee the quality of the works.

## 5.14 Award Criteria

Tender awarding will be based on:

### 5.14.1 Price: 75%

The following formula will be used to compare the bids.

Score bid A =  $\frac{\text{Total Prices of the lowest bid} * 75\%}{\text{Unit price of bid A}}$

Unit price of bid A

The lowest bids price will get the maximum score of 75%.

### 5.14.2 Quality of the technical proposal: 25%

- Any bid with missing information on some of the required technical specifications will be considered as irregular proposal.
- Any bid slightly deviating negatively from the minimum requirements will lose one point (deviation which cannot have negative impact on the usage of the material), a cumulation of more than 5 deviations will lead to irregularity of the proposal,
- The bid complying with the minimum requirements will score at 15%
- The bid with the best technical proposal (distancing positively from the minimum requirements) will get 1 extra point to each best criterion, up to max 10 points.

## 5.15 Milestones and Payment schedule

The payment schedule outlined below applies to each collection center. The contractor shall submit payment requests based on completed milestones. The invoices along with progress reports for verification and approval before payments are released.

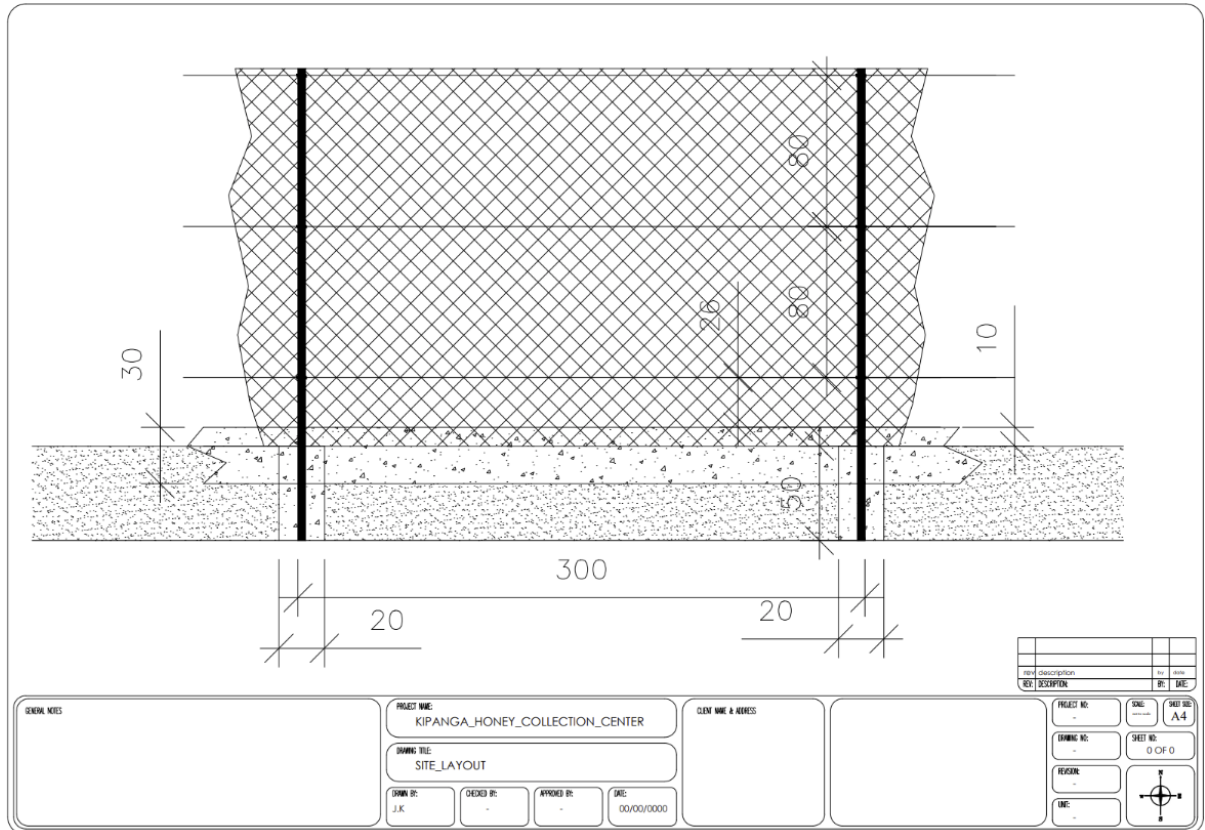
Milestones	Description	Payment Schedule
Completion of Preliminaries phase.	Upon acceptance of mobilization plan and the tools, materials, manpower and Equipment present on the site during the site visit	15%
Chain link Fences	Upon completion of construction service of the plain concrete beam ground beams and the chainlinks fence with the gate and the poles per BoQ.	60%
Sewage System	Upon completion of construction of the Septic tanks and Soakaway Pits.	14%

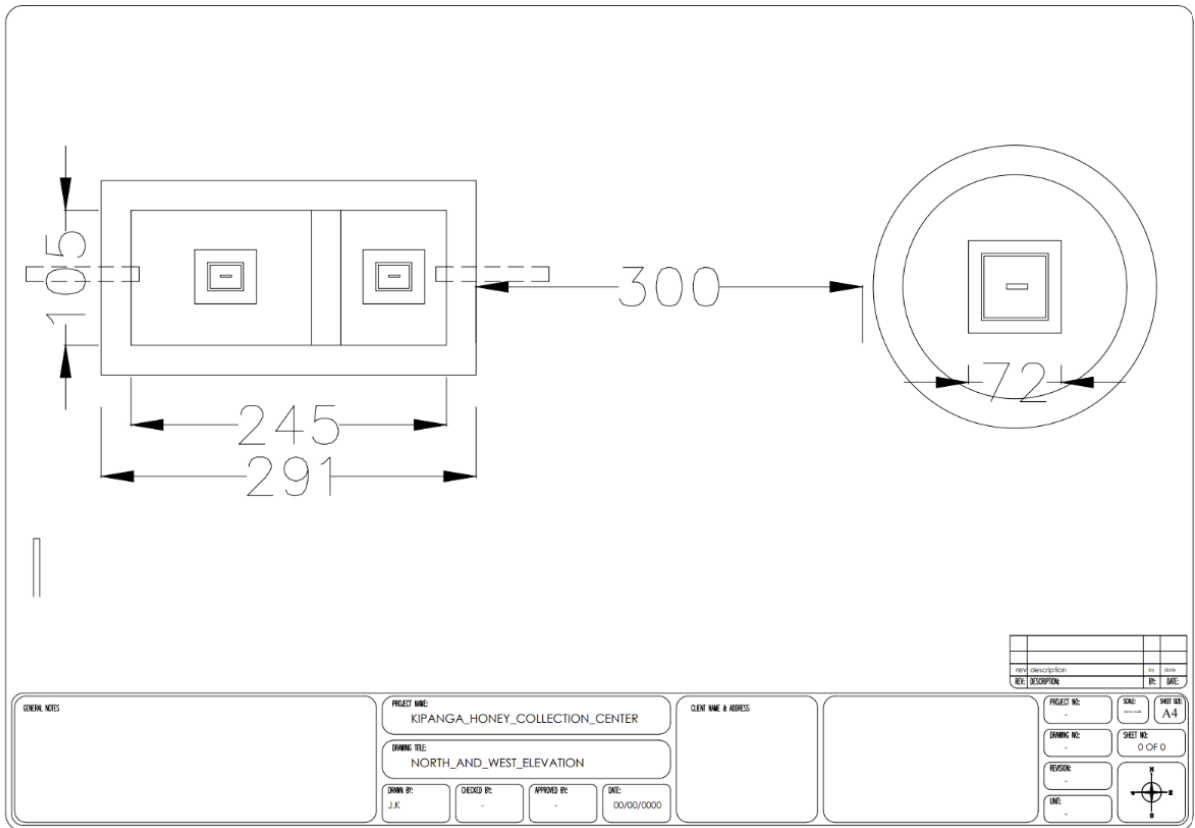
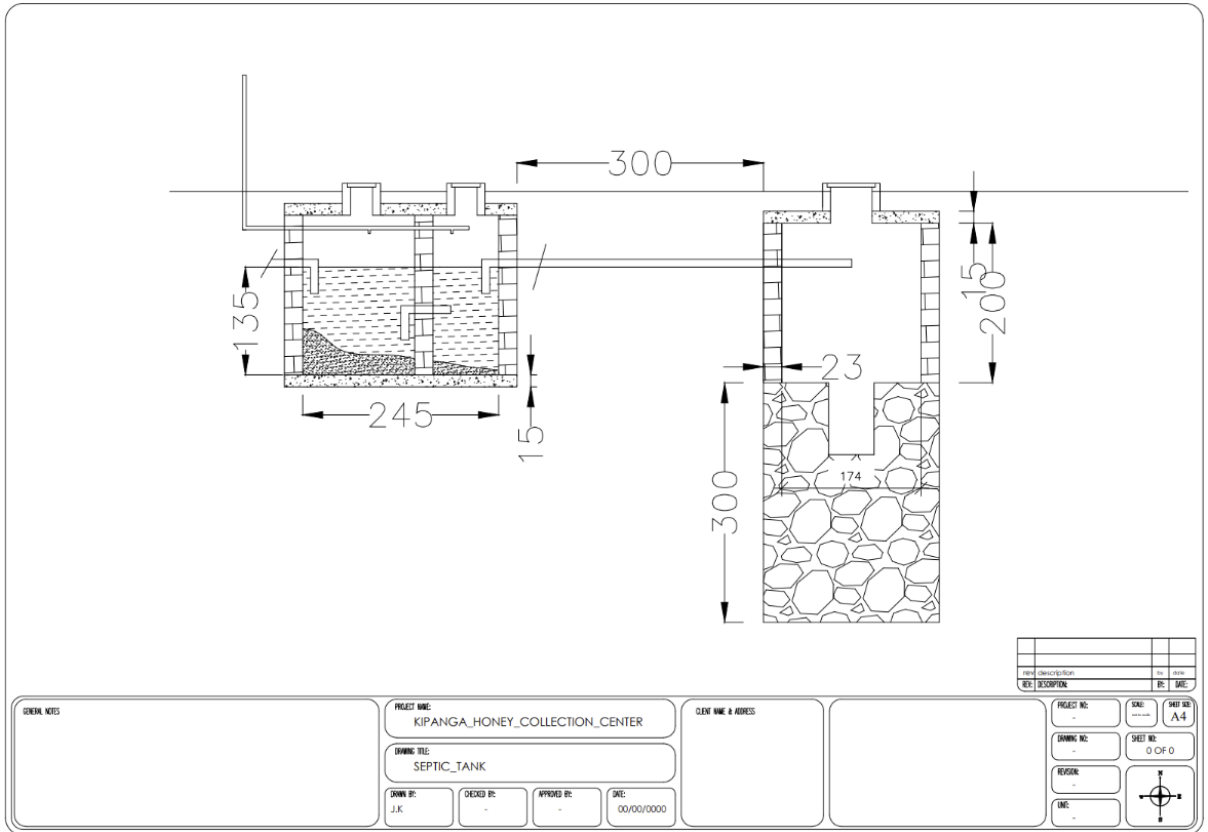
Tender Specifications for TAN180351T-10255: External works construction (Fences and Sewage Tanks) for the 9 Collection centers

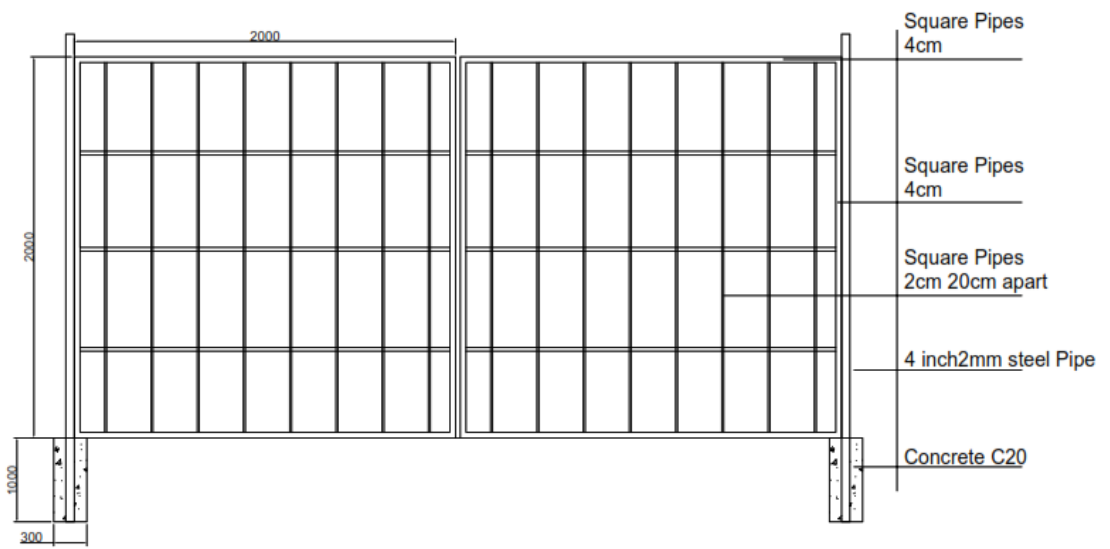


Grills	Upon completion of fixing of the metal Doors.	6%
DLP	Retention payment six (6) months Period to ensure that that the contractor completes all required work, including any defect corrections, after the main construction is finished.	5%

### 5.16 Approved Drawings







## 6 DETAILED TECHNICAL SPECIFICATIONS (technical proposal) – to be used for the award stage

### 6.1 Instructions for Bidders Regarding Material Specifications

For the filling of the materials outlined in the Bill of Quantities, bidders are required to clearly specify the following details regarding the materials proposed for use. This is essential for comparing bids and ensuring compliance with the required quality standards. The details to be provided include the following:

1. **Concrete:**
  - **Type of Cement:** Specify the type of cement used in the concrete mix.
2. **Paint:**
  - **Type of Paint:** Specify the type of paint to be used for the poles (e.g., anti-corrosion paint, enamel, etc.).
  - **Brand and Application Details:** Provide the brand, coating thickness, and any other information that may help to identify what it is.
3. **Bricks:**
  - **Type of Bricks:** Specify the type of bricks (e.g., clay bricks, concrete blocks, etc.) along with their size.
4. **Gates and Hardware:**
  - **Gate Materials:** Provide detailed specifications for the metal used in gates, including dimensions (e.g., thickness, width, height), and the type of metal (e.g., steel grade).
  - **Gate Hardware:** Specify the hardware to be used, including the type of hinges, locks, latches, and any other relevant components, ensuring they are of suitable strength and quality.
5. **Other Materials:**
  - **Timber (for gates, fences, etc.):** If timber is used, specify the type of wood (e.g., hardwood, softwood), its grade, dimensions, and treatment (e.g., preservative treatments).
  - **Wire Mesh:** Specify the type, gauge, and size of any wire mesh used for fencing.

#### Approval Process

- **Pre-Approval Requirement:** Before using any materials on-site, the tenderer must inform the Managing official of the materials they intend to use. The Managing official must review and confirm approval before proceeding.
- **Non-Compliance Consequence:** Should the tenderer choose to use materials different from those detailed in the technical specifications, they may be required to rework the assignment at their own cost, without any additional compensation.

### Bid Submission Requirements

- **Material Specification Template:** Bidders must complete the provided template and detail the materials offered. Simple responses such as "compliant," "as per technical specs," "OK," or "YES" are insufficient and may lead to the rejection of the bid.
- **Detailed Descriptions:** The bidder should provide clear, specific details for each material, including the type, dimensions, brand, and origin.

This approach will ensure transparency in material choices and facilitate a clear comparison of bids based on quality and compliance with the technical specifications.

### Instructions on how to complete the table below.

- **Column 1&2:** Was completed by the Contracting Authority and it describes the required specifications (not to be modified by the tenderer).
- **Column 3:** to be filled in by the tenderer and must detail what is offered/ proposed by the bidders (Copy pasting of our requirements only without specifying your uniqueness or materials as described above is not allowed and Words or expressions like “compliant” or “yes” or “as requested” are not acceptable may lead to remove of your bids from competition for lack of clarity and being incomparable to other bids).
- **Column 4:** allows the tenderer to make comments on his proposal and to make eventual references to the documentation.
- The table below will be used to analyse the compliance with the required specifications and will be scored against the stipulated in this section “
- **Quality of the technical proposal: 25%”.**

### Technical specifications – Compliance with the technical requirements on Lot

1.

1. Item	2. Description	3. Proposal from the tenderers.	4. Notes, remark, ref to the documentations
	<b>ELEMENT NR. 1: CHAINLINK FENCE</b>		
	<b>(ALL PROVISIONAL)</b>		
A	Concrete C20 below the Surface 10cm above the Surface 20cm underground, and 0.5m in steed poles holes 20cm by 20cm		

B	Placing of the Hollow section 4 cm diameter circular steel Poles after every three meters which is 2mm thick. 2m high from the ground level 0.5m concreted underground painted in black after red oxide to prevent rusting.		
C	Supply and installation of galvanized steel chain link wire fencing around the perimeter of the Facility, 5 cm deep into the concrete		
D	2mm Binding wire at the Bottom in the middle and on top running throughout the perimeter and around the poles.		
E	Supply and Installation of Metal Gate		
	<b>ELEMENT NO. 2 - PITS</b>		
A	Supply materials for construction and Construction of the modern septic tank		
	Excavations		
	Base Concrete		
	Walling 230mm thick with 1:4 Mortar		
	Top Slab manholes		
	Wire mesh A192		
B	Supply materials for construction and Construction of the modern septic tank		
	Excavations		
	Base Dry-Stone Piling		
	Walling 230mm thick with 1:4 Mortar		
	Top Slab manholes		
	Wire mesh A192		
	PVC Pipes 4 inches		
	<b>ELEMENT NO3: METAL GATES</b>		
A	Metals Grills Doors for Security Purpose		
	Metal gate 1.8m * 2.4m		
	Metal gate 0.9m * 2.4m		

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**Technical specifications – Compliance with the technical requirements on Lot 2**

1. Item	2. Description	3. Proposal from the tenderers.	4. Notes, remark, ref to the documentations
	<b>ELEMENT NR. 1: CHAINLINK FENCE</b>		
	<b>(ALL PROVISIONAL)</b>		
A	Concrete C20 below the Surface 10cm above the Surface 20cm underground, and 0.5m in steel poles holes 20cm by 20cm		
B	Placing of the Hollow section 4 cm diameter circular steel Poles after every three meters which is 2mm thick. 2m high from the ground level 0.5m concreted underground painted in black after red oxide to prevent rusting.		
C	Supply and installation of galvanized steel chain link wire fencing around the perimeter of the Facility, 5 cm deep into the concrete		
D	2mm Binding wire at the Bottom in the middle and on top running throughout the perimeter and around the poles.		
E	Supply and Installation of Metal Gate		
	<b>ELEMENT NO. 2 - PITS</b>		

Tender Specifications for TAN180351T-10255: External works construction (Fences and Sewage Tanks) for the 9 Collection centers



A	Supply materials for construction and Construction of the modern septic tank		
	Excavations		
	Base Concrete		
	Walling 230mm thick with 1:4 Mortar		
	Top Slab manholes		
	Wire mesh A192		
B	Supply materials for construction and Construction of the modern septic tank		
	Excavations		
	Base Dry-Stone Piling		
	Walling 230mm thick with 1:4 Mortar		
	Top Slab manholes		
	Wiremesh A192		
	PVC Pipes 4 inches		
	<b>ELEMENT NO3: METAL GATES</b>		
A	Metals Grills Doors for Security Purpose		
	Metal gate 1.8m * 2.4m		
	Metal gate 0.9m * 2.4m		

## 7 Forms

### 7.1 Identification Form

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

To fill the form, please click here :

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

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

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

### 7.1.2 Public law entity

To fill the form, please click here:

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

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

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

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

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

### 7.1.3 Subcontractors

Name and legal form	Address / Registered office	Object

## 7.2 Financial identification Form

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>8</sup>	
IBAN/ACCOUNT NUMBER <sup>9</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

<b>ADDRESS OF BANK BRANCH</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>8</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>9</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

### 7.3 Tender Forms – prices – lot 1

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications TAN180351T-10255 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and all taxes inclusive:

LOT 1-PRICING SHEDULE						
BILLS OF QUANTITIES FOR THE EXTERNAL WORKS IN THE COLLECTION CENTRES IN TABORA, SINGIDA AND SHINYANGA						
Item	Description	Unit	Qty	Number of Location Collection Centres	Unit Price (all Taxes Inclusive)	Total Prices (all Taxes Inclusive)
	<b>BILL NO 01. MEASURED WORK</b>					
	<b>ELEMENT NR. 1: CHAINLINK FENCE</b>					
	<b>(ALL PROVISIONAL)</b>					
A	Concrete C20 below the Surface 10cm above the Surface 20cm underground, and 0.5m in steed poles holes 20cm by 20cm	m <sup>3</sup>	9	5		
B	placing of the Hollow section 4 cm diameter circular steel Poles after every three meters which is 2mm thick. 2m high from the ground level 0.5m concreted underground painted in black after red oxide to prevent rusting.	Nr	45	5		
C	Supply and installation of galvanized steel chain link wire fencing around the perimeter of the Facility, 5 cm deep into the concrete	m	136	5		
D	2mm Binding wire at the Bottom in the middle and on top running through the perimeter and around the poles.	m	407	5		
E	Supply and Installation of Metal Gate	Nr	1	5		
	-					

Tender Specifications for TAN180351T-10255: External works construction (Fences and Sewage Tanks) for the 9 Collection centers

	<b>TOTAL FOR CHAINLINK FENCE</b>					
	<b>ELEMENT NO. 2 - PITS</b>					
A	Supply materials for construction and Construction of the modern septic tank					
	Excavations	m <sup>3</sup>	11.0	2		
	Base Concrete	m <sup>3</sup>	0.7	2		
	Walling 230mm thick with 1:4 Mortar	m <sup>2</sup>	17.7	2		
	Top Slab manholes	m <sup>3</sup>	0.7	2		
	Wire mesh A192	m <sup>2</sup>	8.7	2		
B	Supply materials for construction and Construction of the modern septic tank					
	Excavations	m <sup>3</sup>	19.0	2		
	Base Dry-Stone Piling	m <sup>3</sup>	11.4	2		
	Walling 230mm thick with 1:4 Mortar	m <sup>2</sup>	13.8	2		
	Top Slab manholes	m <sup>3</sup>	0.6	2		
	wire mesh A192	m <sup>2</sup>	3.8	2		
	PVC Pipes 4 inches	m	10.0	2		
	<b>TOTAL FOR SANITARY PITS</b>					
	<b>ELEMENT NO3: METAL GATES</b>					
A	Metals Grills Doors for Security Purpose					
	Metal gate 1.8m * 2.4m	Nr	2.0	2		
	Metal gate 0.9m * 2.4m	Nr	1.0	2		
	<b>TOTAL FOR TIMBER WORK</b>					
	<b>BILL No.3: MEASURED WORKS SUMMARY</b>					
	TOTAL ELEMENT NO. 01 - Chain Link Fence					
	TOTAL ELEMENT NO. 02 - Pits					
	TOTAL ELEMENT NO. 03 - Metal Gates					
	<b>BILL No.3 - MEASURED WORKS CARRIED GENERAL SUMMARY</b>					

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

In annex ....., the tenderer attaches to his tender bid.

Certified true and sincere,

Handwritten original signature(s):



## 7.4 Tender Forms – prices – lot 2

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications TAN180351T-10255 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and all taxes inclusive:

LOT 2-PRICING SCHEDULE						
BILLS OF QUANTITIES FOR THE EXTERNAL WORKS IN THE COLLECTION CENTRES KATAVI AND TABORA						
Item	Description	Unit	Qty	Number of Location Collection Centres	Unit Price (all Taxes Inclusive)	Total Prices (all Taxes Inclusive)
	BILL NO 01. MEASURED WORK					
	ELEMENT NR. 1 : CHAINLINK FENCE					
	(ALL PROVISIONAL)					
A	Concrete C20 below the Surface 10cm above the Surface 20cm underground, and 0.5m in steel poles holes 20cm by 20cm	m3	9	4		
B	placing of the Hollow section 4 cm diameter circular steel Poles after every three meters which is 2mm thick. 2m high from the ground level 0.5m concreted underground painted in black after red oxide to prevent rusting.	Nr	45	4		
C	Supply and installation of galvanized steel chain link wire fencing around the perimeter of the Facility, 5 cm deep into the concrete	m	136	4		

Tender Specifications for TAN180351T-10255: External works construction (Fences and Sewage Tanks) for the 9 Collection centers

D	2mm Binding wire at the Bottom in the middle and on top running through the perimeter and around the poles.	m	407	4		
E	Supply and Installation of Metal Gate	Nr	1	4		
	TOTAL FOR CHAINLINK FENCE					
	ELEMENT NO. 2 - PITS					
A	Supply materials for construction and Construction of the modern septic tank					
	Excavations	m3	11	4		
	Base Concrete	m3	0.7	4		
	Walling 230mm thick with 1:4 Mortar	m2	17.7	4		
	Top Slab manholes	m3	0.7	4		
	Wire mesh A192	m2	8.7	4		
B	Supply materials for construction and Construction of the modern septic tank					
	Excavations	m3	19	4		
	Base Dry-Stone Piling	m3	11.4	4		
	Walling 230mm thick with 1:4 Mortar	m2	13.8	4		
	Top Slab manholes	m3	0.6	4		
	Wire mesh A192	m2	3.8	4		
	PVC Pipes 4 inches	m	10	4		
	TOTAL FOR SANITARY PITS					
	ELEMENT NO3: METAL GATES					
A	Metals Grills Doors for Security Purpose					
	Metal gate 1.8m * 2.4m	Nr	2	4		
	Metal gate 0.9m * 2.4m	Nr	1	4		
	TOTAL FOR TIMBER WORK					

	BILL No.3: MEASURED WORKS SUMMARY					
	TOTAL ELEMENT NO. 01 - Chain Link Fence					
	TOTAL ELEMENT NO. 02 - Pits					
	TOTAL ELEMENT NO. 03 - Metal Gates					
<b>TOTAL BILL No.3 - MEASURED WORKS CARRIED GENERAL SUMMARY</b>						

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

In annex ....., the tenderer attaches..... to his tender bid.

Certified true and sincere,

Handwritten original signature(s):

## 7.5 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 organization
  - 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 reorganization or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganization, 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 arrangements to distort competition.

The presence of this counterparty on one of Enabel’s exclusion lists because of such an act/agreement/arrangement is 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 destabilization 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%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

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

## 7.6 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.

## 7.7 Selection file – economic and financial capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In one of the past two financial years the tender must provide audited financial statements showing an average turnover of 1.5x the bid amount for the last two (2) years as proof of financial stability. . He shall include in his tender a statement on turnover during the two past financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).</p>	<p><b>Provide The statement on the total turnovers achieved during the past two financial years.</b></p> <p><b>The tenderer must provide audited financial statements showing an average turnover of 1.5x the bid amount for the last two (2) years as proof of financial stability. as proof of financial stability.</b></p>
<p>The tenderer must also provide evidence of his financial solvability.</p> <p>This financial capacity will be evaluated on the basis of <b>the approved Financial Statements</b> of the 2 past financial years.</p> <p>Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last two financial years shall include them in their tender. This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired.</p> <p>For individual undertakings it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date). In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant, or the registered auditor will do.</p> <p><b>Non-Belgian enterprises</b> must also attach to their tender their approved Financial Statements for the 2 past financial years or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a <b>registered auditor or by the person or body with this function in the country concerned will do.</b></p>	<p><b><u>Provide The approved Financial Statements documents approved by the competent organ/Authority for the last 2 years.</u></b></p>

## 7.8 Selection file – technical aptitude

<b>Technical aptitude: See Art. 68 of the Royal Decree of 18.04.2017</b>	
<p>To perform this assignment, the consulting firm is required to meet the following minimum requirements as clarified in the section 5.12, 5.13.</p> <p>The tenderer includes in his tender a list with the main services that have been delivered over the past three years including the amount and date as well as the public or private recipients. Service delivery is demonstrated by certificates drawn up or approved by the competent authority or, where the client was a private purchaser, by certification of the private purchaser, or by default, by a simple statement of the service provider.</p>	<p><b>PROVIDE THE PROOF OF THE MINIMUM REQUIRED PROFILE for as described in section 5.12, 5.13</b></p>



## 8 Other documents to be provided

### 8.1 Power of attorney

The Bidder shall include in his tender the **power of attorney empowering the person signing the bid** on behalf of the company, joint venture or consortium.

In case of a **consortium** or a **temporary association**, the joint bid must specify through the signed Joint Venture agreement, the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

### 8.2 Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence<sup>10</sup>** from the competent authority in the country of establishment.

### 8.3 Certification of clearance with regards to the payments of social security contributions

At the latest before award, the Bidder must provide a certification<sup>10</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. The Bidder registered in Belgium must be in order for the **4th term of 2024**.

### 8.4 Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a **recent certification** (up to 6 months) from the competent authority stating that the bidder is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

### 8.5 List of the similar assignments

Tender must provide the list of assignments performed with their proof of performance /certificate of good completions, including information as follows; Following the minimum requirements set in the section 5 of this tender document; .

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates	Name of the Client

<sup>10</sup> In case of a consortium or a temporary association, the certificate must be submitted for all members.