



## TENDER SPECIFICATIONS

Public work contract for “**Phase II: Access to Water for WASH Facilities and Dormitories through Boreholes and Solar Pump Systems in Selected Secondary Schools (16 Schools)**”

Reference No: **TZA22003-10638**

Country: **Tanzania**

Direct Negotiated Procedure with Prior Publication

*Deadline for requesting clarifications:* Until the **tenth day** before the deadline for submission of tenders

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*Deadline for submission of tenders:* **01<sup>st</sup> July 2026 at 4:00 PM (EAT)**

# Table Of Contents

1 General Remarks.....	5
1. The contracting authority .....	5
2. Rules governing the public contract .....	5
3. Applicable law and competent courts .....	5
2 Subject-Matter and Scope of The Public Contract .....	7
1. Type of contract .....	7
2. Lots .....	7
3. Items .....	8
4. Duration of lot 1 .....	8
5. Duration of lot 2 .....	8
6. Duration of lot 3 .....	8
7. Duration of lot 4 .....	8
8. Variants.....	8
9. Options .....	8
3 Award Procedure .....	9
Section (A) - General procedure instructions .....	9
1. Award procedure .....	9
2. Publication .....	9
3. Further information .....	9
Section (B) - Instructions for preparation of tenders.....	10
4. Validity period of tenders .....	10
5. Data to be included in the tender.....	10
6. Tender currency.....	11
7. Determination of prices.....	11
8. Elements included in the price.....	11
Section (C) - Submission of tenders.....	12
9. Submission of tenders .....	12
10. Tender signature .....	13
11. Deadline for submission and opening of tenders .....	13
Section (D) - Selection, Awarding & Conclusion .....	14
12. Exclusion grounds .....	14
13. Qualitative selection .....	14
14. Overview of the procedure .....	15
15. Award criteria .....	15
16. Awarding the public contract .....	16
17. Concluding the contract.....	16
4 Special Contractual Provisions .....	18
Section (A) - General .....	18
2. Use of electronic means (art. 10) .....	18

3.	Managing official (Art. 11).....	18
4.	Confidentiality (art. 18).....	18
5.	Protection of Personal Data.....	19
6.	Intellectual property (Art. 19 to 23) .....	19
	Section (B) - Financial guarantees .....	20
7.	Insurance (Art. 24).....	20
8.	Performance Bond (Art. 25 to 33).....	20
	Section (C) - the public contract documents.....	21
9.	Conformity of performance (Art. 34).....	21
10.	Plans, documents and objects prepared by the contracting authority (Art. 35) .....	22
11.	Detailed plans and work plans prepared by the contractor (Art. 36).....	22
	Section (D) - Changes to the public contract.....	22
12.	Replacement of the contractor (Art. 38/3, °1) .....	22
13.	Revision of prices (Art. 38/7).....	23
14.	Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12) 24	
15.	Unforeseeable circumstances .....	24
16.	Taxation having an effect on the value of the public contract (Art. 38/8).....	24
17.	Terms of introduction (Art. 38/14 to 38/17) .....	25
	Section (E) - Control and Monitoring of the public contract.....	25
18.	Means of control (Art. 82).....	25
	Section (F) - Performance modalities .....	25
19.	Order forms .....	25
20.	Performance period for lot 1 (Art. 76).....	26
21.	Performance period for lot 2 (Art. 76).....	26
22.	Performance period for lot 3 (Art. 76).....	26
23.	Performance period for lot 4 (Art. 76).....	26
24.	Provision of land (Art. 77).....	26
25.	Labour conditions (Art. 78).....	27
26.	Organisation of the Construction Site (Art. 79) .....	27
27.	Works Logbook (Art. 83) .....	28
28.	Liability of the contractor (Art. 84) .....	28
	Section (G) - Means of action .....	28
29.	Failure of performance (Art. 44) .....	28
30.	Penalties (Art. 45).....	29
31.	Fines for Delay (Art. 46 and 86) .....	29
32.	Measures as of Right (Art. 47 and 87) .....	30
33.	Other Sanctions (Art. 48).....	31
34.	Price of the contract in case of late performance (Article 94) .....	31
	Section (H) - End of the public contract.....	31
35.	Acceptance and guarantee of the works performed (Art. 64-65 and 91-92).....	31
36.	Invoicing and Payment (Art. 66-72 and 95).....	32
37.	Advance payments .....	33

5 Terms of reference .....	35
1. General introduction .....	35
2. Objective .....	35
3. scope of the works .....	35
4. Materials requirements and specifications .....	36
5. Milestones and payment schedule .....	45
6. BOQs .....	45
6 Selection file .....	46
Aptitude to exercise the professional activity .....	46
1. ELIGIBILITY AND CONTRACTOR CLASSIFICATION .....	46
Economic and financial capacity .....	46
2. Minimum Turnover .....	46
Technical and professional aptitude .....	46
3. relevant experience .....	46
7 Overview of the documents to be submitted .....	48
8 Forms .....	49
1. Identification form .....	49
2. List of subcontractors .....	51
3. technical offer .....	52
4. Tender form - Prices - lot 1 .....	53
5. Tender form - Prices - lot 2 .....	53
6. Tender form - Prices - lot 3 .....	54
7. Tender form - Prices - lot 4 .....	55
8. Declaration on honour - Exclusion grounds .....	56

# 1 GENERAL REMARKS

## 1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. 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.
- 1.3. For this public contract Enabel, in Tanzania, is represented by:

Name	Position
Koen Goekint	Country Director
Othman Boufaied	Contract Manager

## 2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
  - (a) The Law of 17 June 2016 on public procurement;
  - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
  - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
  - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
  - (e) Circulars of the Prime Minister with regards to public procurement;
  - (f) Enabels policy regarding sexual exploitation and abuse – June 2019;
  - (g) Enabels policy regarding fraud and corruption risk management – June 2019.

- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

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

## 3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.  
Global Procurement Services  
To the attention of Ms Laura Jacobs  
Rue Haute 147  
1000 Brussels  
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

## 2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

### 1. TYPE OF CONTRACT

- 1.1. This public contract is a works contract for access to Water for WASH Facilities and Dormitories through Boreholes and Solar Pump Systems in Selected Secondary Schools (16 Schools) in Kigoma Region.
- 1.2. Description of the works: Design, drilling, development, testing, and solar-powered equipping of boreholes to provide water access for WASH facilities and dormitories in 16 selected secondary schools in Kigoma Region, Tanzania.

### 2. LOTS

- 2.1. This public contract comprises **4 (four)** lots, each of which is indivisible.
- 2.2. The tenderer may submit a tender for **all lots**.
- 2.3. A tender for part of a lot is inadmissible.
- 2.4. The lots are:

Lot N°	Lot title	Lot description
1	Lot 1	Requirement for Drilling of five (5) water boreholes each at the following secondary schools: -Migezi secondary school in Kibondo district council -Kigodya, Kinkati, Nyansha, and Mwanga secondary schools (all in Kasulu Town Council)
2	Lot 2	Requirement for Drilling of four (4) water boreholes each at the following secondary schools: -Kimenyi, Asante Nyerere, Kurunyemi and Kabagwe secondary schools all are in Kasulu district council (DC)
3	Lot 3	Requirement for Drilling of four (4) water boreholes each at the following secondary schools: -Wakulima, Kitwe, Bushabani and Rubuga secondary schools all are in Kigoma municipal council (MC)
4	Lot 4	Requirement for Drilling of three (3) water boreholes each at the following secondary schools: -Mkongoro, Mgawa and Kidahwe secondary schools all are in Kigoma district council (DC)

- 2.5. The contracting authority restricts the lots that may be awarded to a single tenderer to the following number or combination: **maximum one lot**. If the application of the award criteria (clause 15 of chapter 3 Award Procedure) would result in the award of more lots than the maximum number to the same tenderer, the following objective and non-discriminatory criteria

or rules will be applied to determine which lots will be awarded to that tenderer: **The tenderer will be awarded the lot with the highest estimated value among the lots for which the tenderer is ranked first.**

### **3. ITEMS**

- 3.1. Each lot of this public contract is composed of the items listed in the corresponding Bill of Quantities (BoQ) attached to these tender documents.
- 3.2. The items included in each BoQ constitute one indivisible lot. Tenderers may submit an offer for one, several, or all lots. However, for each lot for which they submit an offer, tenderers must provide unit prices and total prices for **all items** included in the corresponding BoQ. Partial offers covering only some of the items within a lot shall not be accepted.

### **4. DURATION OF LOT 1**

- 4.1. This lot starts **upon award notification** and lasts for **160 (one hundred and sixty) calendar days**.
- 4.2. This lot **MAY NOT** be renewed.

### **5. DURATION OF LOT 2**

- 5.1. This lot starts **upon award notification** and lasts for **150 (one hundred and fifty) calendar days**.
- 5.2. This lot **MAY NOT** be renewed.

### **6. DURATION OF LOT 3**

- 6.1. This lot starts **upon award notification** and lasts for **120 calendar days (one hundred and twenty) calendar days**.
- 6.2. This lot **MAY NOT** be renewed.

### **7. DURATION OF LOT 4**

- 7.1. This lot starts **upon award notification** and lasts for **100 (one hundred) calendar days**.
- 7.2. This lot **MAY NOT** be renewed.

### **8. VARIANTS**

- 8.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

### **9. OPTIONS**

- 9.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

# 3 AWARD PROCEDURE

## SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

### 1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °2 of the Law of 17 June 2016 on public procurement.

### 2. PUBLICATION

This contract is advertised in

- 2.1. The following official platform:
  - (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- 2.2. The following platforms:
  - (a) Website of Enabel ([www.enabel.be](http://www.enabel.be));
  - (b) Website of the OECD (Organisation for Economic Co-operation and Development);
- 2.3. This Publication constitutes an invitation to submit a tender

### 3. FURTHER INFORMATION

#### 3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

***Lutufyo Mwakipesile***

***Procurement Officer***

[lutufyo.mwakipesile@enabel.be](mailto:lutufyo.mwakipesile@enabel.be)

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

#### 3.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 ([lutufyo.mwakipesile@enabel.be](mailto:lutufyo.mwakipesile@enabel.be)) and 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.

#### 3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the seventh day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

## SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

### 4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

### 5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in: English
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
  - (a) Identification form (clause 1 of chapter 8 Forms);
  - (b) List of subcontractors (clause 2 of chapter 8 Forms);
  - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
  - (d) Declaration on honour - Exclusion grounds (clause 8 of chapter 8 Forms).Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 5.6. The tenderer also attaches the following to his tender:
  - (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
  - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
  - (a) Identification form (clause 1 of chapter 8 Forms);
  - (b) Declaration on honour - Exclusion grounds (clause 8 of chapter 8 Forms);
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s);

- (d) The association agreement signed by each participant, clearly showing who represents the association.
- 5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 5.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

## 6. TENDER CURRENCY

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

## 7. DETERMINATION OF PRICES

- 7.1. Lot 1: This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.2. Lot 2: This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.3. Lot 3: This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.4. Lot 4: This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.5. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

## 8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his global prices any charges and taxes generally applied to the works, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.  
As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**.
- 8.2. The global prices for this public contract must encompass any costs, measures, and charges related to the performance of this public contract, including but not limited to:
  - (a) Where applicable, the measures imposed by occupational safety and worker health legislation;
  - (b) All works and supplies, such as bracing, sheet piling, and drainage, necessary to prevent landslips and other damage and to remedy these if required;
  - (c) The perfect preservation, potential relocation, and redeployment of cables and pipes encountered during excavation, earthworks, and dredging, provided that these actions are not legally the responsibility of the owners of such cables and pipes;

- (d) Removal, within the confines of the excavations, earthworks, and dredging necessary for construction, of: a) Earth, mud, gravel, stones, rubble, riprap, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris, and waste materials; b) Any rock, regardless of size, where the procurement documents specify that the earthworks, excavation, and dredging are to be carried out in rocky terrain, and, in the absence of this statement, any rock and any blocks of masonry or concrete with an individual volume not exceeding half a cubic metre;
- (e) The transportation and disposal 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 procurement documents;
- (f) All overheads, incidental expenses, and maintenance costs during the performance of the contract and the warranty period;
- (g) Customs and excise duties.
- (h) Acceptance costs:
- (i) Any additional works which, by their nature, depend on or are associated with those described in the procurement documents.

8.3. All such costs, measures, and obligations are included in the prices for this public contract.

## SECTION (C) - SUBMISSION OF TENDERS

### 9. SUBMISSION OF TENDERS

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

9.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.*

*The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement” platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.*

*In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.*

9.3. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted on paper. The tenderer shall attach copies of the documents requested in these tender specifications. These copies **MUST** also be submitted as one or more PDF files on a USB stick.

The submission is to be made in a properly sealed envelope, bearing the following information:  
Tender:

- **TZA22003-10638 – Lot 1: Requirement for Drilling of five (5) water boreholes in 5 secondary schools in Kibondo and Kasulu district.**
- **TZA22003-10638 – Lot 2: Requirement for Drilling of four (4) water boreholes in 4 secondary schools in Kasulu district.**
- **TZA22003-10638 – Lot 3: Requirement for Drilling of four (4) water boreholes in 4 secondary schools in Kigoma municipal.**
- **TZA22003-10638- Lot 4: Requirement for Drilling of three (3) water boreholes in 3 secondary schools in Kigoma district.**

To the attention of: **Lutufyo Mwakipesile, Procurement Officer.**

**NB: Tenderers submitting tenders for multiple lots must submit a separate tender for each lot.**

9.4. **Tenders must be submitted no later than 01<sup>st</sup> July 2026 at 4:00 PM (EAT)**, in the following ways:

- a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

**Enabel,**

**Belgian Agency for International Cooperation**

**14/15 Masaki, Haile Selassie Road,**

**Oasis Office Park,**

**4th Floor P.O Box 23209, Dar es Salaam, Tanzania 12 / 72**

- b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 9.4 (a).

9.5. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of Article 14, § 6 and 7 of the Law of 17 June 2016 on public procurement.**

**A tender submitted by email will be discarded.**

## **10. TENDER SIGNATURE**

- 10.1. **The tender and all accompanying documents must be numbered and signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

## **11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS**

- 11.1. Tenders must be in the possession of the contracting authority before **01<sup>st</sup> July 2026 at 4:00 PM (EAT)**.
- 11.2. The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

## SECTION (D) - SELECTION, AWARDING & CONCLUSION

### 12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see chapter 8 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)** Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

### 13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' ( 6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.

- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (a) all participants submitting a joint bid as a consortium of economic operators;
  - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

## 14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In 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 award criteria and the minimum requirements are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. 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 BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful contractor for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

## 15. AWARD CRITERIA

The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Technical Offer: Quality of proposed methodology for each applied Lot (Work processes, Construction and installation techniques from contract award to end of DLP).	30	The evaluation committee will award points out of 30 based on the quality of the proposal
Technical Offer: Quality of proposed Project Management for each applied Lot: <ul style="list-style-type: none"> <li>• A clear, realistic work programme (Gantt type – Ms Project or Excel) - <b>8 points</b></li> <li>• Quality Control and assurance plan – <b>8 points</b></li> <li>• Risk Management plan (at least 5 potential risks and mitigation measures) – <b>7 points</b></li> <li>• Execution Strategy – <b>7 points</b></li> </ul>	30	The evaluation committee will award points out of 30 based on the quality of the proposal
Price	40	$\text{Points tender A} = \left( \frac{\text{Amount of lowest tender}}{\text{Amount of tender A}} \right) * 40$

The scores for the award criteria will be added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score. Only tenderers obtaining at least 40/60 points in the technical evaluation will proceed to the financial evaluation.

## 16. AWARDING THE PUBLIC CONTRACT

- 16.1. Each lot of this public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot in question.
- 16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.
- 16.3. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

## 17. CONCLUDING THE CONTRACT

- 17.1. The contract is formed upon notification to the successful tenderer of the approval of their tender.
- 17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 17.3. The full public contract consists of the following documents:
  - (a) These tender specifications and their annexes;
  - (b) The approved BAFO and all of its annexes;

- (c) The registered letter notifying the award decision;
  - (d) Any later documents accepted and signed by both parties, as appropriate.
- 17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

## 4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.

### SECTION (A) - GENERAL

#### 2. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

#### 3. MANAGING OFFICIAL (ART. 11)

- 3.1. The managing official for this public contract is **Oscar Mlay, Senior Engineer**, email: [oscar.mlay@enabel.be](mailto:oscar.mlay@enabel.be). The managing official is responsible for overseeing the performance of the contract.
- 3.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the contractor. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 3.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving works, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 3.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.
- 3.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

#### 4. CONFIDENTIALITY (ART. 18)

- 4.1. The knowledge and information obtained by the contractor within the framework of this public contract is strictly confidential. Under no circumstances may the collected information, regardless of its origin or nature, be disclosed or transferred to third parties in any form. The contractor is, therefore, bound by a duty of confidentiality.
- 4.2. In accordance with Article 18 of the "GIR", the contractor undertakes to handle all information, facts, documents, and data — regardless of their nature or format — strictly confidentially. This obligation applies to any information communicated to the contractor or accessed by the

contractor, directly or indirectly, in connection with this public contract. Confidential information includes, but is not limited to, the very existence of this public contract.

4.3. The contractor further undertakes to:

- (a) Respect and ensure strict confidentiality of this information and take all necessary measures to safeguard its secrecy (such measures must not be less stringent than those the contractor applies to their own confidential information);
- (b) Consult, use, or exploit the information mentioned above solely to the extent strictly necessary for the preparation and, if applicable, execution of this public contract, while complying with data protection laws, particularly those governing the processing of personal data;
- (c) Not reproduce, disclose, distribute, transmit, or otherwise make the information available to third parties, in whole or in part, and in any form, without the prior written consent of the contracting authority;
- (d) Return the information to the contracting authority upon their first request;
- (e) Refrain from disclosing, directly or indirectly, the content of this public contract to third parties for advertising or any other purpose.

4.4. The contractor shall include in its contracts with subcontractors the confidentiality obligations it is required to comply with for the performance of the contract.

## 5. PROTECTION OF PERSONAL DATA

### 5.1. 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 the 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.

### 5.2. Processing of personal data by the contractor

Where during contract performance, the contractor processes personal data of the contracting authority 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.

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

## 6. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 6.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 6.2. Unless otherwise specified in the procurement documents and without prejudice to clause 6.1, when this public contract involves the creation, manufacture, or development of designs, logos,

or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.

- 6.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 6.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

## **SECTION (B) - FINANCIAL GUARANTEES**

### **7. INSURANCE (ART. 24)**

- 7.1. The contractor shall take out insurance policies covering liability for occupational accidents and third-party liability arising from the performance of this public contract. The contractor shall also obtain any other insurance policies required by the procurement documents.
- 7.2. Within **thirty days** from the conclusion of the contract, the contractor must provide evidence of these insurance policies by submitting a certificate that specifies the extent of the liability coverage required by the procurement documents.
- 7.3. At any time during the performance of this public contract, the contracting authority may request updated proof of insurance. the contractor must provide a certificate of insurance within fifteen days of receiving such a request from the contracting authority.

### **8. PERFORMANCE BOND (ART. 25 TO 33)**

#### **8.1. Scope and amount (Art. 25)**

The performance bond is a requirement for this public contract and is set at **5%** of the total value of each lot, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

#### **8.2. Nature of the performance bond (Art. 26)**

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the works. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

#### **8.3. Deadline for submitting the performance bond (Art. 27)**

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

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

#### **8.4. Posting of the performance bond (Art. 27)**

The performance bond must be posted by the successful tenderer in one of the following ways:

- (a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety : By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;
- (d) Guarantee : Provide the deed of undertaking of the credit institution or the insurance company.

#### 8.5. Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;
- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

#### 8.6. Release of bond

If the contracting authority confirms acceptance of the works, the bond shall be released, even if the contractor has made no such request. One half will be released after provisional acceptance of the entire contract, the other half after final acceptance, in both cases after deduction of any sums owed by the contractor to the contracting authority.

## SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

### 9. CONFORMITY OF PERFORMANCE (ART. 34)

The works must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

## **10. PLANS, DOCUMENTS AND OBJECTS PREPARED BY THE CONTRACTING AUTHORITY (ART. 35)**

- 10.1. At the request of the contractor, the contracting authority shall provide, free of charge and, where possible, in digital form, a complete set of plans that served as the basis for awarding the contract. The contracting authority is responsible for ensuring that these copies conform to the original plans.
- 10.2. The contractor must retain all documents and correspondence related to the award and performance of the contract and make them available to the contracting authority until the final acceptance of the contract.

## **11. DETAILED PLANS AND WORK PLANS PREPARED BY THE CONTRACTOR (ART. 36)**

- 11.1. The contractor must prepare, at their own expense, all detailed plans and work plans required for the successful performance of the contract.
- 11.2. The procurement documents specify which plans require approval by the contracting authority. The contracting authority has 30 days to approve or reject the plans, starting from the date of their submission.  
  
Any corrected documents must be resubmitted for approval, with the contracting authority having 15 days to review them, provided the corrections do not result from new demands made by the contracting authority.
- 11.3. This clause 11 also applies to the other documents and objects that the contractor prepares or produces to complete the contract.

## **SECTION (D) - CHANGES TO THE PUBLIC CONTRACT**

## **12. REPLACEMENT OF THE CONTRACTOR (ART. 38/3, °1)**

### **12.1. Scope**

The clause may be applied in case the contractor is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

### **12.2. Nature of the amendment**

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the contractor already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new contractor.

### **12.3. Conditions under which this revision clause may be used**

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the contractor's subcontractor(s) already involved in the performance of the contract.  
To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than

those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial contractor), the contracting authority shall address itself:

- (a) either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new contractor. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial contractor, and compared to the original tender of the new contractor. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new contractor), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial contractor by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR". If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial contractor shall bear the additional costs.

### **13. REVISION OF PRICES (ART. 38/7)**

Price revisions are not allowed under this contract.

## **14. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)**

- 14.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 14.2. 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 may be agreed.
- 14.3. When activities are suspended, based on this clause 14.3, the contractor is required to take all necessary precautions, at his expense, to protect the works already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 14.4. The contractor has a right to damages for suspensions ordered by the contracting authority when:
  - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
  - (b) The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
  - (c) The suspension occurs during the contract's performance period.

## **15. UNFORESEEABLE CIRCUMSTANCES**

- 15.1. As a general rule, the contractor is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 15.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 15. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

## **16. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)**

- 16.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 16.2. Such price revision is only possible if both the following conditions apply:
  - (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
  - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 16.3. In the event of an increase in charges, the contractor must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the contractor proves that he paid the charges at the old rate.

## **17. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)**

- 17.1. The contracting authority or the contractor who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the contractor should normally have known about them.
- 17.2. The contractor may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 17.1, regardless of whether the contracting authority is aware of the facts or circumstances.

## **SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT**

### **18. MEANS OF CONTROL (ART. 82)**

- 18.1. The contractor shall notify the contracting authority of the precise locations of works in progress on its site, in its workshops and factories, as well as on the premises of its subcontractors and suppliers.
- 18.2. Without prejudice to the technical inspection procedures to be carried out on-site, the contractor shall at all times grant the managing official and the representatives appointed by the contracting authority free access to the production sites for the purpose of monitoring the strict application of the contract, particularly regarding the origin and quality of the products.
- 18.3. Where the contracting authority supervises the place of manufacture, no delivery may, on pain of refusal, be dispatched to the construction site until it has been approved for dispatch by the representative of the contracting authority.  
  
Where the products are manufactured under permanent control in a particular workshop, they may be dispatched without further inspection by the contracting authority.
- 18.4. Accepted products located on the construction site will remain there under the contractor's supervision. They may no longer be removed from the construction site without the consent of the contracting authority.  
  
The contracting authority becomes the owner of the products brought for processing at the construction site as soon as they have been accepted for payment. However, the contractor shall remain responsible for these products until provisional acceptance of the contract.
- 18.5. The rejected products shall be removed from the construction site by the contractor within fifteen days following service of the refusal report. Otherwise, the removal shall be carried out by the contracting authority at the contractor's expense and risk.  
  
Any use of rejected products shall result in the automatic refusal of acceptance of the contract.

## **SECTION (F) - PERFORMANCE MODALITIES**

### **19. ORDER FORMS**

- 19.1. Performance of the public contract depends on the notification of one or more orders.
- 19.2. The contract can only be performed after an order form or award notification letter to that effect has been transmitted by the managing official via e-mail.

## 20. PERFORMANCE PERIOD FOR LOT 1 (ART. 76)

20.1. The contractor must complete the works within **160 (one hundred and sixty) calendar days**, as from **the day indicated in the award notification letter**.

## 21. PERFORMANCE PERIOD FOR LOT 2 (ART. 76)

21.1. The contractor must complete the works within **150 (one hundred and fifty) calendar days**, as from **the day indicated in the award notification letter**.

## 22. PERFORMANCE PERIOD FOR LOT 3 (ART. 76)

22.1. The contractor must complete the works within **120 (one hundred and twenty) calendar days**, as from **the day indicated in the award notification letter**.

## 23. PERFORMANCE PERIOD FOR LOT 4 (ART. 76)

23.1. The contractor must complete the works within **100 (one hundred) calendar days**, as from **the day indicated in the award notification letter**.

## 24. PROVISION OF LAND (ART. 77)

24.1. The works must be carried out at the following addresses:

S/No	Secondary School Name	Lot	Latitude (S)	Longitude (E)
1	Migezi sec – Kibondo DC	1	-3.954100° S	30.592445° E
2	Mwanga - Kasulu Sec - Kasulu TC	1	4°25'51.80"S	30°6'7.76"E
3	Kigodya Sec - Kasulu TC	1	4°34'51.48"S	30°10'43.06"E
4	Kinkati sec- Kasulu TC	1	-4.5682517 S	30.0800433 E
5	Nyansha sec- Kasulu TC	1	-4.5919833 S	30.1344517 E
6	Kimenyi sec- Kasulu DC	2	4°34'14.90"S	30°35'18.41"E
7	Kabagwe sec- Kasulu DC	2	-4.845655 S	29.93595 E
8	Asante Nyerere sec- Kasulu DC	2	-4.8653292 S	30.3293445 E
9	Kurunyemi sec – Kasulu DC	2	-4.642948 S	30.3209117 E
10	Wakulima Sec - Kigoma MC	3	4°55'53.27"S	29°42'1.72"E
11	Bushabani sec – Kigoma MC	3	-4.8473533 S	29.633905 E
12	Kitwe Sec - Kigoma MC	3	4°54'12.76"S	29°36'40.78"E
13	Rubuga sec – Kigoma MC	3	-4.904115 S	29.6877199 E
14	Mkongoro Sec – Kigoma DC	4	-4.6983583 S	29.7074501 E
15	Mgawa sec – Kigoma DC	4	-4.800348 S	29.7454406 E

16	Kidahwe Sec - Kigoma DC	4	4°53'20.75"S	29°49'56.28"E
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24.2. The contractor shall be liable for any damage to private property, including land owned by adjoining landowners, occurring during the execution of the works or while storing materials.

24.3. Enclosing hoardings must not be used for advertising purposes. Only "Construction Site Information" may be displayed on the sites, and no other form of advertising is permitted.

## **25. LABOUR CONDITIONS (ART. 78)**

25.1. All legal, regulatory, and contractual provisions related to general working conditions and health and safety in the workplace shall apply to all personnel on the contractor's site.

25.2. The contractor, along with any subcontractors at any stage and all personnel providers, is required to pay their respective personnel salaries, bonuses, and allowances in accordance with the rates established by law and collective agreements, including those set by company agreements.

25.3. The contractor shall maintain an up-to-date list of all personnel employed on the site, which must be available to the contracting authority at all times, at a location designated by the contracting authority. This list must be updated daily and include at least the following personal information:

- (a) Name;
- (b) First name;
- (c) Actual occupation per day on the construction site;
- (d) Date of birth;
- (e) Job title;
- (f) Qualifications.

## **26. ORGANISATION OF THE CONSTRUCTION SITE (ART. 79)**

26.1. The contractor shall comply with all 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.

26.2. During the performance of the works, the contractor shall be responsible for maintaining the security of the site throughout the duration of the works. In the interest of his own personnel, the representatives of the contracting authority, and third parties, the contractor must take all necessary measures to ensure their safety.

26.3. The 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 implement all required precautions, in accordance with best building practices and any special circumstances, to protect neighbouring properties and prevent any disturbances caused by his actions.

26.4. The contractor shall bear all costs and implement all necessary measures to clearly signal the construction and storage sites during the day, at night, and in foggy conditions, particularly in areas where vehicles and pedestrians circulate. The contractor must completely enclose his sites along temporary or permanent sidewalks, as well as along temporary or permanent traffic arteries. This enclosing and hoarding will also serve to protect the construction site from any outside intrusion during the construction period.

26.5. The contractor shall provide a purpose-made notification billboard for the construction site, with dimensions and design as specified by the contracting authority, prior to the commencement of

works. The informative panel must be installed when construction work begins, along the public road, in a location to be determined by the contracting authority.

## **27. WORKS LOGBOOK (ART. 83)**

- 27.1. Upon reception of the notification of contract conclusion, the contractor shall provide the necessary works logbooks to the contracting authority.
- 27.2. Once the works have commenced, the contractor shall submit two copies of the works logbooks, containing all the required information, on a daily basis to the representatives of the contracting authority. This information includes:
- (a) Weather conditions;
  - (b) Interruptions to work caused by adverse weather conditions;
  - (c) Working hours;
  - (d) The number and capacity of workers employed on the site;
  - (e) Materials supplied;
  - (f) Equipment used and equipment out of service;
  - (g) Unforeseen events;
  - (h) Minor amendment orders;
  - (i) Attachments and quantities performed for each item and in each zone of the construction site. These attachments must accurately and comprehensively represent all work performed, including quantities, dimensions, and weights.
- 27.3. Failure to provide the above documents may result in the application of penalties.
- 27.4. If the contractor does not submit remarks by registered letter sent within 15 days of the disputed entry or detailed notes, they will be deemed to agree with the annotations made in the logbooks or detailed attachments.
- 27.5. If any observations are deemed unjustified, the contractor will be notified by registered letter.

## **28. LIABILITY OF THE CONTRACTOR (ART. 84)**

- 28.1. The contractor shall be held liable for all works performed by him or his subcontractors until the final acceptance of all works.
- 28.2. During the warranty period, the contractor shall, as required, carry out all necessary works and repairs to restore the work to a good state of operation and maintain it in that state.
- 28.3. Any repairs to address shortcomings shall be performed in accordance with the instructions of the contracting authority.

## **SECTION (G) - MEANS OF ACTION**

## **29. FAILURE OF PERFORMANCE (ART. 44)**

- 29.1. The contractor shall be considered in breach of this public contract under the following circumstances:

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) When the contractor fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the contractor either by registered post or e-mail (with proof of the exact dispatch date).

- 29.2. The contractor must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), 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 as acknowledgement of the reported facts.
- 29.3. Any defects that can be attributed to the contractor may result in the application of one or more measures as provided in Articles 45 to 49, 86 and 87 of the "GIR".

### 30. PENALTIES (ART. 45)

- 30.1. Due to the significance of the works, the following penalties will be imposed automatically, without prior notice, for each breach, at a daily rate of **EUR 250** for every calendar day of non-performance:
- (a) Non-delivery of administrative and technical documents: This penalty applies if the contractor fails to deliver the required documents by the deadlines set during construction site meetings or by administrative order.;
  - (b) Absence from construction site or coordination meetings: A penalty will be imposed for every absence where the contractor has not attended or has not been validly represented at meetings they were required to attend.;
  - (c) Delay in executing observations or administrative orders of the contracting authority via the managing official: If observations, especially those from construction site visits (e.g., painting orders) or following acceptance, are not addressed by the deadlines set by the managing official, the contractor will incur a daily penalty until the issue is resolved.;
  - (d) Change of key staff members without prior approval from the contracting authority: A lump sum penalty will apply per day of non-compliance, until either the managing official receives the contracting authority's approval for the new staff member or the replaced staff member resumes their duties, or both parties agree on an acceptable replacement. Penalties will not be reversed retroactively, even if an agreement is reached later.
- 30.2. In accordance with Article 44 § 2 of the "GIR", if a shortcoming is identified in relation to any of the above stipulations, the contracting authority may grant the contractor a period to address the shortcoming and inform the contracting authority of the repair either by registered post or e-mail (with proof of the exact dispatch date). In this case, the contractor will be notified of the repair deadline, along with the failure of performance report mentioned in Art. 44 § 2 of the "GIR".
- 30.3. If no deadline is specified in the registered letter or e-mail, the contractor must repair the shortcomings without further delay.

### 31. FINES FOR DELAY (ART. 46 AND 86)

- 31.1. Fines for delay differ from penalties referred to in Article 45 of the "GIR". 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 will be calculated using the formula in Article 86 § 1 of the "GIR".

- 31.2. If the works are not completed within the period specified in clause 20, a fine will be automatically applied for each working day of delay as follows:

$$R = 0.45 * ((M * n^2) / N^2)$$

Where:

- $R$  = total fines for a delay of  $n$  days;
- $M$  = initial procurement value;
- $N$  = initially specified number of days for performance of the contract;
- $n$  = number of days of delay.

If  $M$  is less than **EUR 75.000** and  $N$  is no more than **150 days**,  $N^2$  will be replaced by **150 x N**.

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

If, without setting parts or stages, the tender specifications stipulate that binding partial periods apply, failure to meet them will incur fines calculated in accordance with the formula referred to in Article 86 § 1 of the "GIR", in which the factors  $M$  and  $N$  refer to the total contract. For each partial period of  $P$  days, the maximum fine will be:

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

- 31.3. Without prejudice to the application of these fines, the contractor shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

## **32. MEASURES AS OF RIGHT (ART. 47 AND 87)**

- 32.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the contractor has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 32.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the contractor has explicitly acknowledged the identified shortcomings.

- 32.2. The measures as of right are:

- (a) 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;
- (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
- (c) 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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

### 33. OTHER SANCTIONS (ART. 48)

Without prejudice to the sanctions outlined in these tender specifications, the contractor in default of performance may be excluded by the contracting authority from participating in its public contracts for a period of three years. The contractor will be given the opportunity to present a defence, and the contracting authority will notify the contractor of its reasoned decision.

### 34. PRICE OF THE CONTRACT IN CASE OF LATE PERFORMANCE (ARTICLE 94)

The price for the works performed during a delay attributable to the contractor will be calculated according to the method that is most advantageous to the contracting authority. The two options are:

- (a) By assigning to the constituent elements of the prices, contractually specified for revision, the values applicable during the period of delay in question; or
- (b) By assigning an average value (E) to each of the price elements, calculated as follows:

$$E = (e_1 \times t_1 + e_2 \times t_2 + \dots + e_n \times t_n) / (t_1 + t_2 + \dots + t_n)$$

Where:

*e<sub>1</sub>, e<sub>2</sub>, ..., e<sub>n</sub>* represent the successive values of the price element during the contractual period, which may be extended if the delay is not attributable to the contractor;

*t<sub>1</sub>, t<sub>2</sub>, ..., t<sub>n</sub>* represent the corresponding periods for applying these values, expressed in months of 30 days. Fractions of a month and the duration of suspensions in the performance of this contract shall not be taken into account.

The average value E will be calculated to two decimal places.

## SECTION (H) - END OF THE PUBLIC CONTRACT

### 35. ACCEPTANCE AND GUARANTEE OF THE WORKS PERFORMED (ART. 64-65 AND 91-92)

35.1. The managing official will closely follow up the works during their performance. The works will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

35.2. 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, 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.

35.3. If the work is completed by the specified completion date, and insofar as the results of the inspections and the prescribed tests are known, a report of provisional acceptance or refusal of acceptance shall be drawn up within fifteen days of the above-mentioned date.

If the work is completed before or after the specified date, the contractor must notify the managing official either by registered letter or e-mail showing the exact date of dispatch, and at the same time request provisional acceptance. Within fifteen days of the date on which the

contractor's request is received and insofar as the results of the inspections and the prescribed tests are known, a report of provisional acceptance or refusal of acceptance shall be drawn up.

In any event, the contracting authority shall verify and pay the amount due to the contractor within the processing period referred to in Article 95, § 3 of the "GIR" (clause 36).

- 35.4. The warranty period will commence on the date provisional acceptance is granted and will last for **1 year**.
- 35.5. Within **15 (Fifteen) calendar days** before the expiry of the warranty period, a report confirming final acceptance or refusal of acceptance will be issued.
- 35.6. The contractor remains liable for all works performed by themselves or their subcontractors until final acceptance of all works.
- 35.7. During the warranty period, the contractor must carry out any necessary repairs to restore the work to a good state of operation and maintain it in this condition. However, after provisional acceptance, the contractor will not be liable for damages the causes of which are not attributable to him.

If the contractor performs repairs or partial works during the warranty period, they must restore adjacent parts (e.g., paint, wallpaper, parquet flooring) if these have been damaged due to 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.

Throughout the warranty period, the contractor must carry out any required works and repairs to restore the work to a good state of operation and maintain it in that condition.

- 35.8. From the date of provisional acceptance, and without prejudice to the contractor's obligations during the warranty period, the contractor shall be responsible for the solidity and proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any failure by the contractor to meet obligations during the warranty period will be documented in a report ('procès-verbal') and may lead to measures as of right, in accordance with Article 44 of the "GIR".

## **36. INVOICING AND PAYMENT (ART. 66-72 AND 95)**

- 36.1. The contracting authority shall verify and pay the amount due to the contractor within a processing period of thirty days from the date of receipt by the contracting authority of the statement of claim and the detailed statement of work carried out. However, payment can only be made on condition that the contracting authority is in possession of the duly established invoice.
- 36.2. Only works that have been performed correctly may be invoiced. The invoice must be issued in **EURO**.
- 36.3. The supplier 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) Cc [oscar.mlay@enabel.be](mailto:oscar.mlay@enabel.be). The invoice must include:
  - (a) The attached purchase order;
  - (b) The corresponding delivery notes or acceptance report signed by the managing official
  - (c) The physical copy of EFD Receipt.
- 36.4. In order for Enabel to facilitate the VAT exemption process and avoid delays in payment, the awarded tenderer will be required to submit the relevant proforma invoice for the expected payment, in accordance with the payment terms specified in the tender documents. The proforma

invoices must be sent to [tanzania.admin@enabel.be](mailto:tanzania.admin@enabel.be). The proforma invoices must be sent to [tanzania.admin@enabel.be](mailto:tanzania.admin@enabel.be) **within 3 days** from the date of award.

- 36.5. Payments will be made via bank transfer(s) only.
- 36.6. The Contractor shall be paid for works that have been duly inspected, verified, and approved by the Managing Official. The invoiced amount shall not be less than EUR 20,000, except for the final invoice.
- 36.7. For payment to be affected, the Contractor shall submit a formal request for work measurement to the Managing Official. Upon receipt, the Managing Official shall arrange for joint measurement of the work carried out. The results of the joint measurement shall be recorded, agreed upon, and signed by both the Enabel Supervising Engineer and the Contractor, and shall form the sole basis for certification and payment.

## 37. ADVANCE PAYMENTS

- 37.1. Notwithstanding clause 36.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the contractor.

The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

- (a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;
- (b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;
- (c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

- 37.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

- (a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
- (b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;
- (c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

- 37.3. No advance is granted before:

- (a) Notification of the conclusion of the public contract;
- (b) A written dated demand submitted to the contracting authority;
- (c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-

performance of the public contract. The acceptance of such financial guarantee shall remain at the sole discretion of the contracting authority.

- 37.4. Payment of the advance may be suspended if it is found that the contractor does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.
- 37.5. The advance granted is charged to the amounts owed to the contractor, as follows: The first half of the advance payment shall be offset against the sums due to the contractor when the value of the works performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the contractor when the value of the works performed reaches 60 per cent of the original order amount.

## 5 TERMS OF REFERENCE

### 1. GENERAL INTRODUCTION

The Wezesha Binti – Enabel project promotes inclusive and quality education by addressing barriers to school attendance and retention, particularly for girls. However, ensuring adequate sanitation for boys is equally critical to fostering a safe, dignified, and equitable learning environment. In several beneficiary schools, WASH facilities face challenges of inadequate water supply, as municipal or rural water systems typically supply water only intermittently, with an average availability of about three days per week. This inconsistency negatively affects hygiene, dignity, and student attendance.

To address this gap, the project proposes the procurement of qualified construction contractors to support the development of sustainable water supply systems that will complement existing municipal or rural water sources and serve as a reliable backup during periods of maintenance or interruption. This will improve the functionality and effectiveness of WASH facilities, strengthen hygiene conditions, and contribute to a healthier learning environment. This approach has been endorsed by Enabel to ensure effective implementation and long-term sustainability of the infrastructure

### 2. OBJECTIVE

The main objective of this intervention is to improve access to adequate sanitation and sustainable water supply in selected schools, thereby enhancing hygiene conditions and supporting a safe learning environment.

Specific objectives include:

- To provide reliable and sustainable water supply systems to support WASH facilities and dormitories.
- To ensure a dependable backup water source in cases where municipal or rural water supply systems are under maintenance or temporarily unavailable.
- To improve the adequacy, functionality, and usability of sanitation facilities for boys in beneficiary schools.
- To enhance hygiene practices and reduce water-related and sanitation-related health risks among students.
- To support a safe, dignified, and inclusive school environment that promotes attendance and retention

### 3. SCOPE OF THE WORKS

The Contractor shall undertake the drilling of boreholes and installation of complete water supply systems, including submersible pumps, solar panels, and associated electrical components. The works shall also include construction of protective fencing, and installation of pipelines from the borehole to the storage tank, in accordance with the technical specifications for the respective lots.

The Service Provider shall coordinate closely with the respective school authorities at each site to ensure proper execution, access, and alignment with site-specific requirements. All works shall be carried out to ensure a fully functional, safe, and sustainable water supply system.

#### 4. MATERIALS REQUIREMENTS AND SPECIFICATIONS

The Works for all the Lots shall include the minimum requirements as per table below:

Table 1: Minimum requirements for all Lots

ITEM	DESCRIPTION	TECHNICAL SPECIFICATIONS
1.0	<b>Site preparation Mobilization and Demobilization</b>	
1.1	Project registration	Register the project with Tanzania Contractors Registration Board (CRB) and obtain project registration number
1.2	Supply and install a project signboard	Constructed with Dia. 75mm and thickness 4mm pipes with red oxide to prevent rust and two coats of black paint and 3mm thick plats per attached drawing. The boards shall be finished with a painted background in the approved colour, and all project information shall be inscribed by the Contracting Authority during implementation.
1.3	Secure water borehole drilling permits	In accordance with the Water Resources Management Act and relevant national guidelines. Obtain approvals from the Ministry of Water Tanzania or other relevant authorities, and ensure the borehole is properly registered as required by Tanzanian regulations.
1.4	Mobilization of hydrological survey team and tools	Survey team and their respective Equipment, tools and Person Protective Equipment (PPE)
1.5	Demobilization of Hydrogeological survey team and tool	Survey team and their respective Equipment, tools and Person Protective Equipment (PPE)
1.6	Mobilization of drilling rig	Mobilisation of drilling rig, rig operating crew, and all associated equipment, tools, and Personal Protective Equipment (PPE). Considering variable soil strata, wet or muddy ground conditions, seasonal rainfall, restricted access, and associated logistical constraints. No additional payment shall be made for such conditions. This item shall be paid once only for each school.
1.7	Demobilization of drilling rig	Demobilisation of drilling rig, rig operating crew, and all associated equipment, tools, and Personal Protective Equipment (PPE). Considering variable soil strata, wet or muddy ground conditions, seasonal rainfall, restricted access, and associated logistical constraints. No additional payment shall be made for such conditions. This item shall be paid once only for each school.
1.8	Mobilization for plumbing works including excavation works and pumps installations	Materials, Manpower, tools and PPE
1.9	Demobilization of for plumbing works including excavation works and pumps installations	Materials, Manpower, tools and PPE
<b>Surveys, drilling, casing and testing</b>		


2.0	<p>Hydrogeological Survey (Pre-Drilling): Identify optimum drilling point using electrical resistivity, VES mapping, and geological profiling.</p>	<p>Provision of groundwater survey services, including geophysical investigations, aquifer identification, and borehole siting, in accordance with British Standards Institution BS 5930:2015 – Code of Practice for Ground Investigations.</p> <p>The Contractor shall submit a comprehensive interpreted survey report, including recommended drilling location and depth, for the Contracting Authority's review and approval prior to commencement of drilling works.</p>
3.0	<p>Borehole: Water Borehole Drilling 6-Inches (150mm) final diameter borehole</p>	<p>Drill a borehole with a final diameter of 6" (150 mm) secure/protect hole from loose soil strata. The Contractor shall bear all the associated risks including protection of borehole from collapse of the overburden soil.</p> <p>The Contractor shall deliver a fully functional production borehole with a minimum sustainable yield of 4.5m<sup>3</sup>/hr.</p> <p>The borehole shall meet acceptable water quality standards for school use, as verified through registered water quality testing laboratory. Acceptance of drilling works is upon completion pumping test witnessed by Enabel Representative and the RUWASA/ KUWASSA (our partners) representatives and submission of pump test report.</p>
4.0	<p><b>Supply and install of 6-inch/150mm uPVC PN 16 screen and plain casing pipes depending on drilling formation</b></p>	<p>Contractor should not proceed with casing works without participation of all relevant parties (Enabel Engineer and partners) and submission of design layout for plain and screen casing. Report (drawings) indicating the number and arrangement of casing, together with duly signed attendance sheets, shall be submitted as a condition for payment.</p>
4.1	<p>Plain Casing pipes:  Supply and install Plain Casing 6" Upvc pn 16 pipes</p>	<p>Supply and install 6-inch uPVC PN 16 casing pipes with socketed ends.</p>
4.2	<p>Screen pipes:  Supply and install 6" Upvc PN 16 Screens pipes Sections including bottom plug</p>	<p>Supply and install 6-inch uPVC PN 16 screen sections with slot sizes of 0.75–1.00 mm.</p>
5.0	<p><b>Supply and installation of borehole gravel pack and Borehole Development</b></p>	

5.1	<p><b>Gravel Pack:</b></p> <p>Analyze, select, supply, and install clean, well-graded gravel (4–10mm size) as a filter medium around the borehole screen</p>	<p>Supply and install washed gravel 4-10mm grain size selected. Placement should continue until the top of the borehole.</p>
5.2	Borehole Development & Cleaning	<p>Develop and clean the borehole by Air lifting (compressor method), surging and flushing to remove fines and drilling mud until water is free from sand. Duration; Minimum 4 hours or until water is free from sand. Payable upon achieving sand-free water to the satisfaction of the Contracting authority and Partners.</p>
6	Borehole Test Pumping	<p>Payment shall be made upon successful completion of the test and submission of approved test results demonstrating reliable borehole performance data to the satisfaction of the Engineer.</p>
6.1	<p>Constant Discharge Test for 24hrs: (Confirming well sustainability)</p> <p>Supply and carry out a constant discharge (pumping) test to determine the sustainable yield of the borehole and assess aquifer characteristics under continuous pumping conditions.</p>	<p>Carry out a constant discharge test.</p> <p><b>Scope of works includes:</b></p> <ol style="list-style-type: none"> <li>1. Measure and record static water level (SWL) prior to pumping.</li> <li>2. Pump the borehole at a constant discharge rate (as determined from the step-drawdown test)</li> <li>3. Continuously monitor and record: Water level (drawdown) at specified time intervals and record Pumping rate to ensure constant discharge is maintained.</li> <li>4. Monitor and record recovery of water level after cessation of pumping</li> </ol> <p><b>Duration:</b></p> <p>Continuous pumping for 24 hours, followed by recovery monitoring.</p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. Pumping test data sheets (time, discharge, drawdown, recovery).</li> <li>2. Drawdown and recovery curves and;</li> <li>3. Determination of sustainable yield and aquifer parameters.</li> <li>4. Date and time-stamped photographs, clear and taken on site during the actual test.</li> </ol> <p><b>NOTE:</b> Payment shall be made upon successful completion of the test and submission of approved results demonstrating sustainable borehole performance to the satisfaction of the client.</p>


		<p>The Contractor shall notify the Contracting Authority the Specifications for pump to be used in Pump Test prior to commencement.</p> <p>Also, shall provide at least Seven (7) calendar days' notice and coordinate the attendance of all relevant parties (Enabel Engineer and partners) for pump testing. Pump test reports that include the date and time stamped photos, together with duly signed attendance sheets, shall be submitted as a condition for payment.</p>
7	<p><b>Water Quality</b></p> <p>Conduct Water Quality Testing at a registered water quality laboratory - Check safe, suitability and compliant for school use (hygiene, cooking and drinking)</p>	<p>Submission of final water quality report as verified through registered water quality testing laboratory. The report shall include below parameters as per Tanzania &amp; World Health Organisation (WHO) guidelines.</p> <p><i>(Chemical parameters: pH, Electrical conductivity, Total dissolved solids, and Salinity,</i></p> <p><i>Bacteriological parameters: E.coli (Escherichia coli) and Total coliforms, Physical parameters: Turbidity)</i></p>
8.0	<p><b>Borehole Chamber</b></p> <p>Construct a brick wall borehole protection chamber of internal dimensions 1200 mm × 1200 mm, raised 450 mm above ground level, including all excavation, concrete works, masonry, metal door, and associated fittings complete.</p>	<p><b>Scope of Works:</b></p> <p>(i) Excavate to a depth of 500 mm followed by C15 blinding concrete.</p> <p>(ii) Construct 150 mm thick burnt brick walls in cement mortar (1:4), including plastering internally and externally.</p> <p>(iii) Cast 150mm x150mm plain concrete beam (C20)</p> <p>(iii) Fabricate and install heavy-duty steel door with:</p> <ul style="list-style-type: none"> <li>- Minimum 2 hinges (3" diameter, 5 mm thick)</li> <li>-Steel angle frame (minimum 4 mm thick), and 3mm thick metal plate.</li> </ul> <p>(iv) Provide tamper-resistant locking mechanism (anti-cut and anti-theft design).</p> <p>(v) Form openings for rising main pipe and pump power cable, including sleeves and sealing</p> <p>Apply protective finishes to all surfaces, including anti-corrosion paint to metal components</p>
9.0	<p><b>Pump</b></p>	<p>The Contractor shall provide at least two-year warranty for the water pump</p>

9.1	<p>Pump - 5HP</p> <p>Supply and install a 5HP hybrid submersible borehole pump selected based on borehole conditions (solar and electricity grid compatible)</p>	<p>Supply and install a hybrid submersible borehole pump (solar and grid compatible) complete with inverter/controller and all accessories.</p> <p>Provide:</p> <p>5 HP Pedrollo 4SR 4/40 three-phase pump for total dynamic head (TDH) <math>\geq</math> 150 m</p> <p>Or supply equivalent ISO-Certified brand.</p> <p>Yield (Q)<math>\geq</math> 4.5m<sup>3</sup>/hr, be properly installed to avoid sand abstraction, and include all equipment, labor, and commissioning for full operation to the Contracting Authority's satisfaction.</p>
9.2	<p>Pump - 3HP</p> <p>Supply and install a 3HP hybrid submersible borehole pump selected based on borehole conditions (solar and grid compatible)</p>	<p>Provide a 3 HP Pedrollo 4SR m 4/22 -S single-phase pump for TDH <math>\leq</math> 150 m</p> <p>(Pedrollo, Grundfos, or equivalent ISO-certified brand)</p> <p>Q<math>\geq</math> 4.5m<sup>3</sup>/hr, be properly installed to avoid sand abstraction, and include all equipment, labor, and commissioning for full operation to the Contracting Authority's satisfaction.</p>
9.3	<p>Drop electric cable</p> <p>Supply and install submersible drop cable, 4-core <math>\times</math> 4 mm<sup>2</sup> flat type. For three phase pump.</p>	<p>Submersible cable suitable for borehole pump installation, complete with all necessary connections and fittings.</p>
9.4	<p>Drop electric cable</p> <p>Supply and install submersible drop cable, 4-core <math>\times</math> 6 mm<sup>2</sup> flat type. For Single phase pump.</p>	<p>Submersible cable suitable for borehole pump installation, complete with all necessary connections and fittings</p>
9.5	<p>Pump dry run protection sensor</p>	<p>Supply, install, test and commission an electrode-type or well probe sensor for protecting the pump against dry-running by automatically stopping operation when water falls below the minimum safe operating level.</p>
9.6	<p>Manilla Safety Rope for Pump Support:</p>	<p>Supply and install 18mm diameter high-strength manilla rope for supporting the submersible pump within the borehole</p>
<b>Solar panels, cabling, mounting structure, fencing, plumbing works and final report</b>		
10.0	<b>Pump controller/Inverter</b>	

10.1	<p>Submersible Pump Controller/Inverter Supply and install hybrid pump Controller/Inverter with a function of MPPT (Maximum Power Point Tracking), VFD (Variable Frequency Drive) capable of operating both electricity grid and solar energy with the following specifications:</p> <p>3.7kW, 5HP three phase Pump Inverter</p>	<p>The Controller shall have:</p> <p>1. VFD Function: Control pump motor speed by regulating frequency and voltage to match required discharge and available power</p> <p>2. MPPT Function: Continuously optimize solar panel output to maximize energy harvesting throughout the day</p>
10.2	<p>Submersible pump Controller/Inverter Supply and install hybrid pump Controller/Inverter with a function of MPPT (Maximum Power Point Tracking), VFD (Variable Frequency Drive) capable of operating both electricity grid and solar energy with the following specifications:</p> <p>2kW, 3HP Single phase Pump Inverter</p>	<p>The Controller shall have:</p> <p>1. VFD Function: Control pump motor speed by regulating frequency and voltage to match required discharge and available power</p> <p>2. MPPT Function: Continuously optimize solar panel output to maximize energy harvesting throughout the day</p>
11.0	<p><b>Monocrystalline PV Panels:</b></p> <p>Supply and install monocrystalline photovoltaic (PV) panels to operate a pump rated above 3H or 5 HP depending on borehole depth</p>	<p>Install approved Monocrystalline PV brands taken from Tier1 list manufacture connected by MC4 connectors will be considered. The panels should be connected to a frame via standard clamps. The frame should be connected to the support structure by welding.</p> <p>The solar panel array should face North since we are in the Southern hemisphere at a tilt angle of 15 degrees to ensure that the solar receives direct sunlight throughout the day.</p> <p>A surge protector needs to be installed inside the Electrical box for protection against unwanted power surge or spikes. To prevent the system against lightning, a lightning arrestor will be installed at the top left corner of the mounting structure.</p> <p>The total power of the panels should meet the pump load needs, the panels should be connected in series to create the adequate voltage and current according to the pump limitations 3HP pumps will require at least 5000w total wattage, 5HP pumps will require at least 8000w total wattage.</p>

<p>12.0</p>	<p><b>Mounting structure:</b> Supply and Installation of Solar Mounting Structure</p>	<p>Foundations will consist of 300 × 300 × 600 mm Class 20 concrete blocks. Each foundation will incorporate vertical post <b>75mm</b> diameter 2mm, thick round pipes (CHS), 2.5metres high.</p> <p>The structure will incorporate 40 × 40 × 2 mm (1.5"x1.5"x2mm) angle-section diagonal bracing to enhance rigidity and load distribution. Top rails for supporting solar panels shall be 40mm x40mmx3mm (1.5"x1.5"x3mm) angle line sections, spaced to suit panel dimensions and ensure proper seating. A 40 × 3 mm (1.5"x3mm) flat bar clamping system shall be welded in place to secure the panels.</p> <p>As per Mounting Structure drawings &amp; Illustration picture below:</p>  <p>All Mounting structure will be coated with 2 coats of red oxide paint followed by 3 coats of high gloss ascot grey paint to provide for durable, weather resistant finish. Payment for this Item shall be made only upon full completion of the works and acceptance by the Managing Official.</p>
<p><b>13.0</b></p>	<p><b>Plumbing works from pump to the storage tanks</b></p>	
<p>13.1</p>	<p>Raiser Pipe Supply and install HDPE 50mm Class D PN16</p>	<p>Supply and install 50mm HDPE PN 16 Class D rising main, complete with all necessary fittings, including unions, bends, and reducers, cable entry gland, and non-return valve. The well head assembly shall also include a vent and inspection port.</p>
<p>13.2</p>	<p>Well Pipe Top Seal: Supply and install a 6" borehole PVC well seal</p>	<p>The seal shall prevent the ingress of surface water, debris, and contaminants into the borehole while allowing proper passage of pipes, cables, and ventilation as required.</p>
<p>13.3</p>	<p>Trench Excavation works</p>	<p>Excavate hard ground, and backfilling works, trench size 1m deep, 0.4m wide</p>

13.4	Rock excavations	Allowance for rock excavation and sand backfilling works, trench size 1m deep, 0.4m wide
13.5	Pipe connections from borehole surface to Storage PVC tank.	Supply and install HDPE PN 10. The outer diameter 50mm. supply all necessary fittings including gate valves, bends, connectors, coupling, ball valves in tank, tank connectors and over flow outlet.
<b>14.00</b>	<b>Cabling and electrical installation works (supply and installation)</b>	
14.1	Regular Electric Cable-1 Supply and install 2-core × 6 mm <sup>2</sup> electrical cable.	Solar DC cable supplying power from the PV panels to the inverter
14.2	Armored electric cable: Supply and install 6 mm <sup>2</sup> × 4-core armored electric cable. (For Single Phase Pump).	Running from the pump to the electric cabinet complete with all necessary connections.
14.3	Armored electric cable: Supply and install 4 mm <sup>2</sup> × 4-core armored electric cable. (Three phase pump).	Running from the pump to the electric cabinet with all necessary connections
14.4	I/O Switch	Supply and install PV 63A/ 1000V DC Isolator/disconnect switch
14.5	Fuses (Complete with Switch and Holder	Supply and install 32A fuse unit, complete with isolating switch and suitable fuse holder
14.6	Surge Protector: Supply and install a surge protection device (SPD) rated 63A	A surge protector needs to be installed inside the Electrical box for protection against unwanted power surge or spikes. To prevent the system against lightning, a lightning arrester will be installed at the top left corner of the mounting structure
14.7	Circuit Breaker: Supply and install a 2-pole circuit breaker rated at 32A	Suitable for protection and isolation of electrical circuits, complete with all necessary connections and accessories.
14.8	Lightning Arrester: Supply and install a 1 m long, 16 mm diameter copper lightning conductor (air terminal)	Complete with all necessary accessories for effective lightning protection of the installation. The system shall include a 16 mm diameter copper earth rod, properly driven into the ground to achieve low earth resistance, together with backfill materials comprising 30 kg of charcoal and 4 kg of stone salt (or equivalent earthing enhancement materials) to improve soil conductivity, suitable for protection against lightning strikes.

14.9	<p>Conduit Pipe:</p> <p>Supply and install 1" PVC conduit pipe, suitable for routing and protection of electrical cables</p>	<p>Complete with all necessary fittings, bends, couplings, and accessories, installed as per approved drawings and manufacturer specifications.</p>
14.10	<p>Electric Cabinet:</p> <p>Supply and install a metal electrical cabinet of dimensions 500 mm x 400 mm x 200 mm</p>	<p>The cabinet shall be weatherproof (minimum IP54 or better), corrosion-resistant, and equipped with a lockable hinged door, internal mounting plate (back panel), cable entry glands, and proper ventilation.</p>
15.0	<p><b>Fence</b></p> <p>Supply, install &amp; construct a fence measuring 10m x 10m with a clear height of 2.4m.</p>	<p>The fence should be 10m x 10m and 2.4m high. The fence should have a spiral razor wire placed on Y – shaped supports welded neatly on top of the 2.4m evenly spaced fence supports covering both the borehole chamber and the solar panels. The Y-shaped supports should be of the same size and color as the fence supports with 0.2m spacing drilled holes at both sides of the supports for stainless steel attachment cable. A 150mm x 150mm x 150mm C20 Concrete strip will be casted along the fence bottom to ensure firm placement of the fencing wire and the fence poles. A 1.2m by 2m steel gate should also be installed for access to the pump area, the metal gate shall include a 50x50mm (2"x2"), 2mm thick square steel section for its main frame and a vertical 40mm by 40mm (1.5"x1.5") steel section spaced at 150mm for its infill section. Horizontal sections should be placed at 250mm spacing. The gate shall be fixed to the fence post using two(2) heavy-duty hinges and a lock to ensure smooth operation and adequate load capacity. As per attached drawing and illustration picture.</p> <p>A heavy-duty 50 mm (2") security padlock, resistant to cutting by hacksaw or grinder, shall be supplied and installed. All steel gate structure will be coated with 2 coats of red oxide paint followed by 3 coats of high gloss ascot grey paint to provide for durable, weather resistant finish.</p> <p>Payment for this Item shall be made only upon full completion of the works and acceptance by the Managing Official.</p> 

15.1	<p>Chippings (Aggregates):</p> <p>Supply, deliver, and spread 16–20 mm size stone aggregates within the designated fenced area. The aggregates shall be clean, hard, durable, and free from dust, clay, organic matter, and other deleterious materials.</p>	<p>The works shall include proper levelling, compacting the soil before spreading the aggregate to achieve a uniform layer of the specified thickness and a stable, well-drained surface suitable for the intended use. The Contractor shall ensure even distribution, proper grading, and a neat finish to the satisfaction of the Contracting Authority.</p>
16.0	<p><b>Final Report</b></p> <p>Submit the Final report for all water system to support future operations and maintenance</p>	<p>The report shall be comprehensive and shall include, but not be limited to, the following components:</p> <ul style="list-style-type: none"> <li>-Geophysical survey report</li> <li>-Borehole capacity (yield and drawdown) report</li> <li>-Borehole lithological log / grain formation profile</li> <li>-Water quality analysis report</li> <li>-Assessment of silt content in water</li> <li>-As-built drawing and As-Built BoQ for all works.</li> </ul> <p>-Operation, maintenance, and management guidelines manual</p> <p>The report shall be clearly structured, properly documented, and submitted in both hard and soft copies, providing sufficient technical detail to support future operation, maintenance, and decision-making.</p>

## 5. MILESTONES AND PAYMENT SCHEDULE

Tenderers shall be paid after the inspection of the works by the Enabel supervising team at sites. Tenderers shall not request any payment for the works that have not been completed.

Payment shall be made in multiple instalments (progress payments) (See also section 4).

## 6. BOQS

See attached.

## 6 SELECTION FILE

### APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

#### 1. ELIGIBILITY AND CONTRACTOR CLASSIFICATION

1.1. Bidders may apply for up to all four (4) lots. The required contractor registration class shall be as follows:

- Bidders applying for Lot 1 must be registered as Class II Civil Works / Specialist Contractors Drilling works Class II or higher.
- Bidders applying for Lots 2, 3, and/or 4 must be registered as Class IV Civil Works/ Class III Specialist Contractor Drilling works or higher.

Joint ventures and Contractors Registration Board (CRB) dispensation letters shall not be accepted for this tender.

Submission of bids for any lot without meeting the above-mentioned requirements shall result in disqualification for the respective lot(s).

### ECONOMIC AND FINANCIAL CAPACITY

#### 2. MINIMUM TURNOVER

2.1. The tenderer must demonstrate a minimum average annual turnover of EUR 250,000 for the financial years 2023, 2024, and 2025.

The following documents must be submitted:

- Audited Financial Statements for 2023 and 2024, certified by a Registered Certified Public Accountant
- Management Accounts / Unaudited Financial Statements for 2025.

**NOTE: THE MINIMUM ANNUAL TURNOVER REQUESTED IS NOT AN INDICATION OF THE BUDGET SET**

### TECHNICAL AND PROFESSIONAL APTITUDE

#### 3. RELEVANT EXPERIENCE

3.1. The tenderer must demonstrate successful performance of at least two (2) similar contracts in water supply within the last five (5) years. Evidence shall include completion certificates, purchase orders and client contact details for due diligence.

3.2. Team requirements

The tenderer must provide CVs for the following proposed staff:

- Site Civil Engineers:

Two (2) CVs of registered Civil Engineers (Civil/Structural/Transportation/Water Resources) each with a minimum of 8 years of experience in water supply and drilling works projects. Each CV must be supported by a copy of the university degree and a valid professional registration certificate

- Water Technicians:

Two (2) CVs of Water Technicians with at least 5 years of experience in water works. Each CV must be accompanied by a copy of a vocational training or college certificate

- Electromechanical Engineer:

One (1) CV of registered Electromechanical Engineer with a minimum of 8 years of experience in pumping and cabling works. The CV must be supported by a copy of the university degree and a valid professional registration certificate

**The proposed personnel may be contacted during evaluation for verification. Any falsification or use of a CV without the individual's consent shall result in immediate disqualification**

**All proposed staff members must be project-dedicated and available throughout the execution period. Any unapproved substitution or absence from the site of key personnel will be considered a breach of contract, unless formally authorized by the Contracting Authority in advance.**

## 7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) List of subcontractors (see clause 2 of chapter 8 Forms);
- (c) Technical offer (see clause 3 of chapter 8)
- (d) Tender form - Prices (clause 4,5,6 & 7 of chapter 8 Forms)
- (e) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 8 of chapter 8 Forms);
- (f) All documents demanded in PART 6 Selection file (see clause 13 of chapter 3 Award Procedure);
- (g) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- (h) A detail of the prices quoted (See attached BOQ)
- (i) **Power of attorney:** The Bidder shall include in his tender the power of attorney empowering the person signing the bid on behalf of the bidder. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.
- (j) **Incorporation certificate:** The bidder shall include in his tender the incorporation certificate from the competent authority.
- (k) **Certification of clearance with regards to the payments of social security contributions:** At the latest before award, the Bidder must provide a certification 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. This is not applicable for Belgian bidders.
- (l) **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.
- (m) **Criminal record certificate:** At the latest before award, the bidder must provide a criminal record certificate for the person mandated to commit for the firm.
- (n) **VAT or TIN certificate**

## 8 FORMS

### 1. IDENTIFICATION FORM

I (We), the undersigned

Applicable?  YES /  NO

<b>A. Natural person</b>	
<b>Name and first name:</b>	
<b>Function or profession:</b>	
<b>Nationality:</b>	
<b>Residence (full address):</b>	
<b>Enterprise n°:</b>	
<b>Social security n°:</b>	

Applicable?  YES /  NO

<b>B. Corporation or company</b>	
<b>Name and legal form:</b>	
<b>Nationality:</b>	
<b>Registered office (full address):</b>	
<b>Enterprise n°:</b>	
<b>Social security n°:</b>	

Applicable?  YES /  NO

<b>C. Group of economic operators. Tenderer forming a group of economic operators, consisting off the following participants:</b>	
<i>For each company, state the same information below as set out under A or B, above. Fill in a separate row for each member, preceded by member 1, 2, etc.</i>	
<b>Hereby form a group of economic operators for this contract under the name:</b>	
<b>That is represented by the following participant in the group of economic operators (corporation):</b>	
<i>For each participant in the group, supporting documents relating to the exclusion grounds must be submitted.</i>	

<b>D. Contact person of the tenderer</b>	
<b>Single contact person of the Tenderer for electronic communication from the contracting authority:</b>	
<b>First name and surname:</b>	
<b>Function:</b>	
<b>E-mail address</b>	

<b>Telephone:</b>	
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Confirm that, if awarded the contract(s), payments shall be made by transfer(s) to the following account:

<b>Account No:</b>	
<b>IBAN:</b>	
<b>Bank identification code (BIC):</b>	
<b>Located at:</b>	
<b>In the name of:</b>	

**By submitting this Tender, I (We), the undersigned:**

- Undertake to comply with all clauses contained in these Tender Specifications. The content of the tender becomes an integral part of the public contract, along with any details provided in response to requests for clarification.
- Acknowledge that all necessary information has been obtained and the tender has been prepared with full knowledge of the facts, with no ambiguities or uncertainties, and is fully aware of the scope and specific requirements for the execution of the public contract.
- Confirm clearly designating in the submitted tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.
- Declare having made all relevant comments and asked all necessary questions for the preparation and submission of the tender, as well as for the performance of the public contract.
- Acknowledges having received all the information needed to prepare the tender.
- Declares accepting all the terms of the procurement documents, even if they differ from the tenderer's own invoicing or sales conditions. Any alternative invoicing or sales conditions proposed by the tenderer will not apply.
- Declares that the subcontractors that I will employ will be those designated in the attached forms and for whom I will have transmitted the documents required as part of the qualitative selection (if applicable).
- Declare, should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

<b>Done at:</b>		<b>Date:</b>	
<b>By (company or group):</b>		Represented by (Full name)	
<b>Signature of authorised representative:</b>			

## 2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

<b>List of subcontractors planned to be engaged in the implementation of the contracts</b>				
<b>Name and legal form</b>	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)	Other entity within the meaning of paragraph 1 <sup>er</sup> of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

\* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and professional aptitude criteria, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

- 2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

### 3. TECHNICAL OFFER

Tenderers are requested to submit a Technical Offer including the following:

1. Methodology

A simple explanation of how the works will be carried out, including:

- Sequence of activities from contract award to completion
- Approach to construction and installation for key BoQ items.
- Mobilization of Manpower, drilling rig, equipment, tools and machines for each phase of the project considering the geographically dispersed locations of the of the schools and identification of potential challenges related to variable soil strata, wet or muddy ground conditions, and access constraints.

2. Work Programme

A clear and realistic schedule (Gantt chart in Excel or MS Project in A3 or A4 landscape) showing:

- Key activities and milestones
- How works will run in parallel across the different schools
- Planned start and completion dates.

3. Quality Control Plan

A brief description of how quality will be ensured during execution.

4. Risk Management

A table entailing at least five (5) key risks and practical mitigation measures.

5. Execution Strategy

A short explanation of how the bidder will:

- Maintain continuous work without suspension at any point.
- Manage cash flow and resources effectively to complete on time.

The Technical Offer shall not exceed twenty (20) pages (*A4, font size 11*), excluding the cover page and table of contents. Technical offers exceeding 20 pages will be considered irregular.

One separate Technical Offer shall be submitted for each lot for which the tenderer submits a bid.

#### 4. TENDER FORM - PRICES - LOT 1

The 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

Item	Type	Total price
Requirement for Drilling of five (5) water bore holes	Lump-sum price	€
Total price VAT excluded		

Tenderers are requested to follow the guidelines below when submitting this form:

- Use of this form and BOQ is a mandatory, the tenderers should fill out the BOQ and attach it to this form. Tenderers are required to submit a price for all items included in each lot's BoQ for which they submit an offer. Partial offers will be considered non-compliant.
- All prices in the BOQ should be quoted in Euros, exclusive of VAT, and inclusive of the applicable withholding Tax (5% of 40% from the total cost for Locals and 15% of 40% from the total cost for non-Locals)

Tenderers are required to complete and submit the attached Bill of Quantities (BoQ) in its Excel format.

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

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

#### 5. TENDER FORM - PRICES - LOT 2

The 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

Item	Type	Total price
Requirement for Drilling of four (4) water boreholes	Lump-sum price	€
Total price VAT excluded		

Tenderers are requested to follow the guidelines below when submitting this form:

- Use of this form and BOQ is a mandatory, the tenderers should fill out the BOQ and attach it to this form. Tenderers are required to submit a price for all items included in each lot's BoQ for which they submit an offer. Partial offers will be considered non-compliant.

- All prices in the BOQ should be quoted in Euros, exclusive of VAT, and inclusive of the applicable withholding Tax (5% of 40% from the total cost for Locals and 15% of 40% from the total cost for non-Locals)

Tenderers are required to complete and submit the attached Bill of Quantities (BoQ) in its Excel format.

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

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

## 6. TENDER FORM - PRICES - LOT 3

The 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

Item	Type	Total price
Requirement for Drilling of four (4) water boreholes	Lump-sum price	€
Total price VAT excluded		

Tenderers are requested to follow the guidelines below when submitting this form:

- Use of this form and BOQ is a mandatory, the tenderers should fill out the BOQ and attach it to this form. Tenderers are required to submit a price for all items included in each lot's BoQ for which they submit an offer. Partial offers will be considered non-compliant.
- All prices in the BOQ should be quoted in Euros, exclusive of VAT, and inclusive of the applicable withholding Tax (5% of 40% from the total cost for Locals and 15% of 40% from the total cost for non-Locals)

Tenderers are required to complete and submit the attached Bill of Quantities (BoQ) in its Excel format.

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

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

## 7. TENDER FORM - PRICES - LOT 4

The 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

Item	Type	Total price
Requirement for Drilling of three (3) water boreholes	Lump-sum price	€
Total price VAT excluded		

Tenderers are requested to follow the guidelines below when submitting this form:

- Use of this form and BOQ is a mandatory, the tenderers should fill out the BOQ and attach it to this form. Tenderers are required to submit a price for all items included in each lot's BoQ for which they submit an offer. Partial offers will be considered non-compliant.
- All prices in the BOQ should be quoted in Euros, exclusive of VAT, and inclusive of the applicable withholding Tax (5% of 40% from the total cost for Locals and 15% of 40% from the total cost for non-Locals)

Tenderers are required to complete and submit the attached Bill of Quantities (BoQ) in its Excel format.

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

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

## 8. DECLARATION ON HONOUR - EXCLUSION GROUNDS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer/beneficiary/partner/co-contractor declare that the tenderer is not in any of the following cases of exclusion:

*\* Please tick the boxes to confirm each situation*

- The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
  - a. Participation in a criminal organization;
  - b. Corruption;
  - c. Fraud;
  - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
  - e. Money laundering or terrorism financing;
  - f. Child labor and other forms of trafficking in human beings;
  - g. Employment of third-country nationals in illegal residence;
  - h. Creation of offshore companies.
  
- The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**
  
- The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**
  
- The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
  - a. Breach of Enabel's policy on sexual exploitation and abuse;
  - b. Breach of Enabel's policy on fraud and corruption risk management;
  - c. Violation of local legislation concerning sexual harassment at work;
  - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
  - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

**Regarding conflict of interest:**

*Please tick the applicable box*

- The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

**or**

- The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

**I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.**

<b>Done at:</b>		<b>Date:</b>	
<b>By (Name of entity):</b>		Represented by (Full name)	
<b>Signature of authorised representative:</b>			