



TENDER SPECIFICATIONS

Public work contract for “**Public works contract for the construction of 2 dormitories and 10 WASH facilities in Kasulu DC**”

Reference No: **TZA22003-10756**

Country: **Tanzania**

Negotiated Procedure without Prior Publication

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

Site visit is organized: **Yes**, for details see clause 4 of chapter 3 Award Procedure

Deadline for submission of tenders: **3 July 2026 at 14:00 (EAT)**

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1 GENERAL REMARKS

I. THE CONTRACTING AUTHORITY

- a. 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.
- b. 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.
- c. For this public contract Enabel, in Tanzania, is represented by :

Name	Position
Koenraad Goekint	Country Director
Othman Boufaied	Contract Manager

II. RULES GOVERNING THE PUBLIC CONTRACT

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

- b. 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/>.

III. APPLICABLE LAW AND COMPETENT COURTS

- a. 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.

- b. 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

- c. 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 the construction of two girls' dormitories and ten (10) WASH facilities in selected schools in Kasulu, Tanzania.
- 1.2. Description of the works: The objective of this tender is to procure Contractors to complete the remaining works and execute the outstanding works that were not completed by the terminated Contractor. The works include the construction and completion of two (2) girls' dormitories and associated Water, Sanitation and Hygiene (WASH) facilities at selected schools in Kasulu District, Kigoma Region, Tanzania.

2. LOTS

- 2.1. This public contract comprises **3 (three)** 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	Remaining Works Kasulu TC	<ol style="list-style-type: none"> 1. Completion of remaining works for a 84 Girls' Dormitory at Mwanga Secondary School in Kasulu TC 2. Renovation of WASH facility at Mwanga Secondary School in Kasulu TC 3. Completion of remaining works at Ruhita Secondary School in Kasulu TC 4. Completion of remaining works for a WASH facility at Kigodya Secondary School in Kasulu TC 5. Completion of remaining works for a WASH facility at Kinkati Secondary School in Kasulu TC 6. Completion of remaining works for a WASH facility at Nyansha Secondary School in Kasulu TC
2	Remaining works Kasulu DC	<ol style="list-style-type: none"> 1. Completion of remaining works for a 120 Girls' Dormitory at Ntamy Secondary School in Kasulu DC 2. Construction of WASH facility at Kimenyi Secondary School in Kasulu DC 3. Completion of remaining works for the Construction of WASH facility at Ntamy Secondary School in Kasulu DC

Lot N°	Lot title	Lot description
3	Remaining works WASH facility Kasulu DC	1. Construction of WASH facility at Kabagwe Secondary School in Kasulu DC 2. Construction of WASH facility at Asante Nyerere Secondary School in Kasulu DC 3. Construction of WASH facility at Kurunyemi Secondary School in Kasulu DC

- 2.5. A tenderer may submit a tender for one or more lots. However, no tenderer may be awarded more than one lot under this procedure. Where a tenderer is ranked first for more than one lot, only the lot with the highest estimated contract value shall be awarded to that tenderer. The remaining lot(s) shall be awarded to the next highest-ranked tenderer(s), provided that they meet all selection and award requirements.

3. ITEMS

- 3.1. Each lot of this public contract consists of the items listed under clause 2 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

4. DURATION OF LOT 1

- 4.1. This lot starts **upon award notification** and lasts **until the final acceptance** of the works.

5. DURATION OF LOT 2

- 5.1. This lot starts **upon award notification** and lasts **until the final acceptance** of the works.

6. DURATION OF LOT 3

- 6.1. This lot starts **upon award notification** and lasts **until the final acceptance** of the works.

7. VARIANTS

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

8. OPTIONS

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

3 AWARD PROCEDURE

1. SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platforms:

1. Website of Enabel (www.enabel.be);

2.2. This publication is made for information and transparency purposes only and does not constitute an invitation to submit a tender. Only economic operators directly invited by the Contracting Authority may participate in this procedure. Any tender submitted by an economic operator that has not been invited by the Contracting Authority shall be rejected and will not be considered for evaluation tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Alern Mgeni

Procurement Officer

alern.mgeni@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 (alern.mgeni@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.

4. SITE VISIT

4.1. The Contracting Authority shall organize **compulsory site** visits over three (3) consecutive days, covering all ten (10) sites under this tender. The visits shall start from the Enabel Kasulu Office located at Bomani, Plot Number Kasulu Town Council (TC), GPS Coordinates latitude: -4.5694129 and longitude: 30.1071920.

Tenderers shall attend the site visit(s) corresponding to each lot for which they intend to submit a tender, as follows:

- Lot 1: 22/06/2026 at 10:00 AM EAT
- Lot 2: 23/06/2026 at 10:00 AM EAT
- Lot 3: 24/06/2026 at 10:00 AM EAT

4.2. Interested tenderers must confirm their attendance by emailing jerome.mwazembe@enabel.be and copying Oscar.mlay@enabel.be at least three (3) working days before the relevant site visit date.

A site visit certificate shall be issued as evidence of attendance and shall be submitted with the tender. Tenderers who fail to attend the compulsory site visit(s) for the lot(s) for which they submit a tender shall be considered ineligible for those lot(s).

2. SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. 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.

6. DATA TO BE INCLUDED IN THE TENDER

- 6.1. 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.
- 6.2. The tender and all annexes to the tender form must be drawn up in: English.
- 6.3. 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.
- 6.4. 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.
- 6.5. The tenderer must use the tender forms provided in the annex:
 1. Identification form (clause 1 of chapter 8 Forms);
 2. Tender form - Prices (clause 2 of chapter 8 Forms)
 3. Declaration on honour - Exclusion grounds (clause 5 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.

- 6.6. The tenderer also attaches the following to his tender:
1. All documents demanded for the application of qualitative selection (see clause 14 and 6 Selection file) and award criteria (see clause 16);
 2. A declaration of site visit, signed by an authorised representative of Enabel (see clause 4);
 3. A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 4. The statutes and any other document required to establish the power of attorney of the signer(s).
- 6.7. 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:
1. Identification form (clause 1 of chapter 8 Forms);
 2. Declaration on honour - Exclusion grounds (clause 5 of chapter 8 Forms);
 3. The statutes and any other document required to establish the power of attorney of the signer(s);
 4. The association agreement signed by each participant, clearly showing who represents the association.
- 6.8. 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.
- 6.9. 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 14 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.

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

- 8.1. 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
- 8.2. 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
- 8.3. 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.
- 8.4. 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.

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. 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 i of chapter 1 General Remarks, **local tax regime is applicable**.
- 9.2. 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:
 1. Acceptance costs;
 2. Any additional works which, by their nature, depend on or are associated with those described in the procurement documents.
- 9.3. All such costs, measures, and obligations are included in the prices for this public contract.

3. SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

- 10.1. Without prejudice to any variants, the tenderer may only submit one tender per lot.
- 10.2. *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, and this because, due to the specialised nature of the public contract, the use of electronic means of communication requires specialised tools, resources or file formats not generally available or where the tools, resources or file formats required are not supported by generally available applications.*
- 10.3. *The specific reasons for requiring the use of paper tenders are: Pursuant to Article 14, §2, points 1°, 2° and 3° of the Law of 17 June 2016 on public procurement, the submission and receipt of tenders must be carried out by postal delivery or any other appropriate courier service. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Tanzania. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.*
- 10.4. 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** 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: **TZA22003-10756 - Public works contract for 'the construction of two girls' dormitories and 10 WASH facilities in selected schools in Kasulu DC'**
To the attention of: **Alern Mgeni, Procurement Officer**.
- 10.5. **The tender must be submitted before 3 July 2026, at 14:00 (EAT)**, in one of the following ways:
 1. By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

**Belgian agency for international cooperation
14/15 Masaki, Haile Selassie Road Oasis Office Park,
4th Floor P.O Box 23209,
Dar es Salaam, Tanzania.**

2. 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 10.5 (a).
- 10.6. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause** Error! Reference source not found.. **A tender submitted by email will be discarded.**

11. TENDER SIGNATURE

- 11.1. **The tenderer 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.
- 11.2. 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.
- 11.3. 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.

12. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 12.1. Tenders must be in the possession of the contracting authority before **2 July 2026 at 16:00 (EAT)**.
- 12.2. The tender opening session will take place behind closed doors at the address given under clause 10 for the submission of tenders.

4. SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EXCLUSION GROUNDS

- 13.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 5 of chapter 8 Forms).
- 13.2. 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.
- 13.3. 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 14 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.
- 13.4. 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.

- 13.5. 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.
- 13.6. 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.
- 13.7. 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.
- 13.8. **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.

14. QUALITATIVE SELECTION

- 14.1. 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.
- 14.2. 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 16 subject to the regularity of these tenders.
- 14.3. 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:
1. all participants submitting a joint bid as a consortium of economic operators;
 2. 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.
- 14.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 14.5. 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.
- 14.6. Joint tenders and groups of economic operators are not permitted under this procedure. Each tender must be submitted by a single economic operator.

15. OVERVIEW OF THE PROCEDURE

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

- 15.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 15.3. 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 16). 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.
- 15.4. 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 are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 15.5. 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 16) 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.

16. AWARD CRITERIA

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

➤ **Qualitative award criteria: 60%**

The tenderers are requested to submit a technical offer subject to evaluation according to the following sub-criteria:

Table 5: Qualitative Award Criteria

S/No	Qualitative Award Criteria	Max. Points
1	<p>Quality of proposed methodology for each applied Lot (Work processes, Construction and installation techniques from contract award to end of DLP).</p> <p>This criterion assesses the bidder's understanding of the scope, challenges, and overall project context. Specific, well-aligned methodologies will score higher, while generic, vague, or overly ambitious proposals, especially those not tailored not considering the site conditions in Table 5 (Geographical locations), will receive lower scores.</p>	30
2	<p>Quality of proposed Project Management for each applied Lot:</p> <ul style="list-style-type: none"> • A clear, realistic work programme (Gantt type – Ms Project or Excel) - 8 points • Quality Control and assurance plan – 8 points • Risk Management plan (at least 5 potential risks and mitigation measures) – 7 points • Execution Strategy – 7 points <p>This criterion assesses the Bidder's ability to deliver the works within the prescribed completion period, without a request of extension of time (except in cases of Force Majeure) or suspending works due to poor financial planning considering the scattered site location indicated in Table 5, variable ground conditions, and logistical constraints.</p>	30

Only tenderers obtaining at least 40 points out of 60 in the technical evaluation shall proceed to the financial evaluation.

➤ **Price: 40%**

Each tender should quote a fixed unit price (not a percentage). The bid offering the lowest evaluated price will receive the maximum score of 40 points.

Scoring Formula: $\text{Bid X} = (\text{Lowest Price} / \text{Bid X Price}) \times 40$

All other offers will be scored proportionally using this formula

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

17. AWARDING THE PUBLIC CONTRACT

17.1. 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.

17.2. 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.

17.3. 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.

18. CONCLUDING THE CONTRACT

18.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.

18.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

18.3. The full public contract consists of the following documents:

1. These tender specifications and their annexes;
2. The approved BAFO and all of its annexes;
3. The registered letter notifying the award decision;
4. Any later documents accepted and signed by both parties, as appropriate.

18.4. 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.
2. These tender specifications do not derogate from the "GIR".

5. SECTION (A) - GENERAL

3. 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.

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Oscar Mlay, Senior Engineer**, email: oscar.mlay@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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 i of chapter 1 General Remarks.
- 4.5. 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.

5. CONFIDENTIALITY (ART. 18)

- 5.1. Contractors who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 5.2. Contractors who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the Contractor, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for 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.

6.2. 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.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, 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.
- 7.3. 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.
- 7.4. 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.

6. SECTION (B) - FINANCIAL GUARANTEES

8. INSURANCE (ART. 24)

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

9. PERFORMANCE BOND (ART. 25 TO 33)

9.1. 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.

9.2. 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.

9.3. 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.

9.4. Posting of the performance bond (Art. 27)

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

1. 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;
2. 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;
3. 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;

4. Guarantee: Provide the deed of undertaking of the credit institution or the insurance company. The contracting authority reserves the right not to accept performance bonds from insurance companies.

9.5. Proof of deposit (Art. 27)

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

1. A deposit receipt from the Deposit and Consignment Office or a similar public institution;
2. A debit notice from the credit institution or insurance company;
3. An deposit certificate issued by the State Cashier or a similar public institution;
4. The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
5. The original copy of the deed of undertaking issued by the institution 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.

9.6. 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.

7. SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

10. 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.

11. PLANS, DOCUMENTS AND OBJECTS PREPARED BY THE CONTRACTING AUTHORITY (ART. 35)

- 11.1. 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.
- 11.2. 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.

12. DETAILED PLANS AND WORK PLANS PREPARED BY THE CONTRACTOR (ART. 36)

- 12.1. The Contractor must prepare, at their own expense, all detailed plans and work plans required for the successful performance of the contract.
- 12.2. 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.
- 12.3. This clause 12 also applies to the other documents and objects that the Contractor prepares or produces to complete the contract.

8. SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

13. REPLACEMENT OF THE CONTRACTOR (ART. 38/3, °1)

13.1. 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").

13.2. 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.

13.3. 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:

1. 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 ;
2. 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.

14. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

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

- 15.1. 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.
- 15.2. 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.
- 15.3. When activities are suspended, based on this clause 15.3, 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.
- 15.4. The Contractor has a right to damages for suspensions ordered by the contracting authority when:

1. 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;
2. The suspension is not due to unfavorable 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;
3. The suspension occurs during the contract's performance period.

16. UNFORESEEABLE CIRCUMSTANCES

- 16.1. As a general rule, the Contractor is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 16.2. 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 16. 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.

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

- 17.1. 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.
- 17.2. Such price revision is only possible if both the following conditions apply:
 1. The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 2. 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".
- 17.3. 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.

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

- 18.1. 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.
- 18.2. 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 18.1, regardless of whether the contracting authority is aware of the facts or circumstances.

9. SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

19. MEANS OF CONTROL (ART. 82)

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.

- 19.4. 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.

- 19.5. 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.

10. SECTION (F) - PERFORMANCE MODALITIES

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 of **site possession**.

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

- 21.1. The Contractor must complete the works within **180 (one hundred and eighty) calendar days**, as from the day of **site possession**.

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

- 22.1. The Contractor must complete the works within **160 (one hundred and sixty) calendar days**, as from **the day of site possession**.

23. PROVISION OF LAND (ART. 77)

23.1. The works must be carried out at the following locations:

S/No	Secondary School Name	Lot	Latitude (S)	Longitude (E)
1	Mwanga - Kasulu TC	1	4°25'51.80"S	30°6'7.76"E
2	Ruhita – Kasulu TC	1	4°33'25.42"S	30°12'23.10"E
3	Kigodya - Kasulu TC	1	4°34'51.48"S	30°10'43.06"E
4	Kinkati - Kasulu TC	1	4°34'05.49"S	30°04'49.59"E
5	Nyansha - Kasulu TC	1	4°35'31.01"S	30°07'48.63"E
6	Ntamya - Kasulu DC	2	4°21'44.16"S	30°11'21.98"E
7	Kimenyi - Kasulu DC	2	4°34'14.90"S	30°35'18.41"E
8	Kabagwe - Kasulu DC	3	4°50'43.71"S	29°56'09.85"E
9	Asante Nyerere - Kasulu DC	3	4°52'01.90"S	30°19'48.60"E
10	Kurunyemi – Kasulu DC	3	4°39'02.93"S	30°19'28.12"E

The land occupied by the works or structure shall be provided by the contracting authority to the Contractor free of charge.

23.2. Outside that area, the Contractor shall be responsible for all costs associated with land required for the installation of construction sites, storage of supplies, preparation and handling of materials, as well as land needed for the storage of soil, excavated material that is deemed unsuitable for reuse as landfill, demolition debris, general waste, and excess earth.

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.

23.3. 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.

24. LABOUR CONDITIONS (ART. 78)

24.1. 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.

24.2. 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.

24.3. 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:

1. Name;
2. First name;
3. Actual occupation per day on the construction site;
4. Date of birth;
5. Job title;
6. Qualifications.

25. ORGANISATION OF THE CONSTRUCTION SITE (ART. 79)

- 25.1. 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.
- 25.2. 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.
- 25.3. 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.
- 25.4. 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.
- 25.5. 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.

26. WORKS LOGBOOK (ART. 83)

- 26.1. Upon reception of the notification of contract conclusion, the Contractor shall provide the necessary works logbooks to the contracting authority.
- 26.2. 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:
 1. Weather conditions;
 2. Interruptions to work caused by adverse weather conditions;
 3. Working hours;
 4. The number and capacity of workers employed on the site;
 5. Materials supplied;
 6. Equipment used and equipment out of service;
 7. Unforeseen events;
 8. Minor amendment orders;
 9. 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.
- 26.3. Failure to provide the above documents may result in the application of penalties.
- 26.4. 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.

26.5. If any observations are deemed unjustified, the Contractor will be notified by registered letter.

27. LIABILITY OF THE CONTRACTOR (ART. 84)

27.1. The Contractor shall be held liable for all works performed by him or his subContractors until the final acceptance of all works.

27.2. 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.

27.3. Any repairs to address shortcomings shall be performed in accordance with the instructions of the contracting authority.

11. SECTION (G) - MEANS OF ACTION

28. FAILURE OF PERFORMANCE (ART. 44)

28.1. The Contractor shall be considered in breach of this public contract under the following circumstances:

1. When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
2. When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
3. 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).

28.2. 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.

28.3. 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".

29. PENALTIES (ART. 45)

Special penalties: Due to the importance of the works, the Contractor shall incur, automatically and without prior notice, a penalty of EUR 150 per calendar day of default for each of the following breaches:

Failure to submit administrative or technical documents within the deadline established during site meetings or by administrative order.

Failure to implement observations, corrective measures, or administrative orders issued by the Contracting Authority through the Managing Official within the prescribed deadline. The penalty shall apply from the expiry of the deadline until the required action has been fully completed.

Replacement of a key staff member without the prior approval of the Contracting Authority. The penalty shall apply from the date of the unauthorized replacement until either (i) the replacement is approved by the Contracting Authority, (ii) the original staff member resumes their duties, or (iii) another replacement

acceptable to both parties is appointed. Penalties already accrued shall remain due and shall not be cancelled retroactively.

Failure to attend a site meeting or coordination meeting, or failure to be validly represented at such meeting. In this case, a lump-sum penalty of EUR 150 shall be applied for each absence.

In accordance with Article 44 §2 of the Royal Decree of 14 January 2013, the Contracting Authority may, where appropriate, grant the Contractor a period within which to remedy the breach. The Contractor shall be notified of such period together with the report of default. Where no remedial period is specified, the Contractor shall remedy the breach without delay.

30. FINES FOR DELAY (ART. 46 AND 86)

- 30.1. 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".
- 30.2. 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 working days;
- M = initial procurement value;
- N = initially specified number of working days for performance of the contract;
- n = number of working days of delay.

If M is less than **EUR 75.000** and N is no more than **150 working 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 working days, the maximum fine will be:

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

- 30.3. 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.

31. MEASURES AS OF RIGHT (ART. 47 AND 87)

- 31.1. 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 31.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the Contractor has explicitly acknowledged the identified shortcomings.
- 31.2. The measures as of right are:

1. Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
2. Completion of all or part of the unfulfilled contract by the contracting authority itself;
3. Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures 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.

32. 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.

33. 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:

1. By assigning to the constituent elements of the prices, contractually specified for revision, the values applicable during the period of delay in question; or
2. 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:

e₁, e₂, ..., e_n 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;

t₁, t₂, ..., t_n 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.

12. SECTION (H) - END OF THE PUBLIC CONTRACT

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

- 34.1. 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.

- 34.2. 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.

- 34.3. 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 35).

- 34.4. The warranty period will commence on the date provisional acceptance is granted and will last for **1 (one) year**.

- 34.5. Within **15 (Fifteen) calendar days** before the expiry of the warranty period, a report confirming final acceptance or refusal of acceptance will be issued.

- 34.6. The Contractor remains liable for all works performed by themselves or their subcontractors until final acceptance of all works.

- 34.7. 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.

- 34.8. 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".

35. INVOICING AND PAYMENT (ART. 66-72 AND 95)

- 35.1. 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.

- 35.2. Only works that have been performed correctly may be invoiced. The invoice must be issued in EURO.

35.3. All invoices must be sent over email to: tanzania.admin@enabel.be with the Managing Official's email in copy.

The invoice must include:

1. Purchased order (PO) number. Invoices without the PO number will not be processed;
2. The corresponding acceptance report signed by the Managing Official.
3. The physical copy of the EFD receipt (if applicable)

35.4. Payments will be made via bank transfer(s) only.

35.5. The Contractor shall be paid for works that have been duly inspected, verified, and approved by the Managing Official.

35.6. The invoiced amount shall not be less than EUR 20,000, except for the final invoice.

35.7. 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 executed work. 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.

36. ADVANCE PAYMENTS

36.1. Notwithstanding clause 35.2 and in accordance with Art. 67, §1, °1, a) of the "GIR", an advance of 20 per cent of the initial contract amount may be granted to the Contractor.

36.2. No advance is granted before:

1. Notification of the conclusion of the public contract;
2. A written dated demand submitted to the contracting authority;
3. 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 contracting authority reserves the right, at its sole discretion, to reject financial guarantees issued by insurance companies.

36.3. 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.

36.4. The advance granted is charged to the amounts owed to the Contractor, as follows: Recovery of the advance shall be affected at a rate of twenty percent (20%) per interim payment certificate until full recovery. However, the Contracting Authority reserves the right to vary the recovery rate as deemed necessary.

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.

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

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

The Wezesha Binti programme has three pillars:

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

The infrastructure component falls under Result Domain 1. The objective of this Terms of Reference (ToR) is to procure Contractors to complete the remaining works and to execute the outstanding scope that was not commenced by the terminated Contractor.

This includes the construction of two (2) girls’ dormitories and Water, Sanitation and Hygiene (WASH) facilities across ten (10) selected schools in Kasulu, Kigoma Region, Tanzania.

2. SCOPE OF WORK

The Contractor shall execute and complete all works described in this Section, the attached Bills of Quantities (BoQ), the attached construction drawings, the technical specifications, and all other contract documents forming part of this procurement procedure.

The detailed quantities and technical requirements are provided in the attached Bills of Quantities and drawings, which shall prevail in the event of any discrepancy with the summary scope below.

The scope of works per Lot is summarised below:

Lot	Secondary School Names	Work type	Scope of Remaining works
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LOT 1- In Kasulu Town council	Ruhita, Kigodya, Kinkati, Nyansha	Finalization of remaining works for the constructed 9-cubicle girls' WASH (toilet) facility.	<p>Finishing works (terrazzo, plaster, painting)</p> <p>Access ramps (PWD inclusive)</p> <p>Plumbing completion (fixtures, fittings, connections)</p> <p>Incinerator construction (full structure)</p> <p>Tank tower (2 × 10 m³ PVC tanks)</p> <p>Wastewater system (septic tank, soak pit, pipework)</p>
	Mwanga -Kasulu	Renovation of 4 cubicle girl's WASH	<p>On ring beam Walling</p> <p>Roofing</p> <p>Finishing works (terrazzo, plaster, painting)</p> <p>Access ramps (PWD inclusive)</p> <p>Plumbing completion (fixtures, fittings, connections)</p> <p>Tank tower (2 × 10 m³ PVC tanks)</p>
		Finalization of remaining works of the constructed dormitory for 84 girls	<p>Toilets (walling, roofing, finishing)</p> <p>Incinerator construction (full structure)</p> <p>Dormitory- walling and roofing remaining portion</p> <p>Finishing works (ceiling, terrazzo, plaster, painting)</p> <p>Access ramps (PWD inclusive)</p> <p>Plumbing completion (fixtures, fittings, connections)</p> <p>Tank tower (2 × 10 m³ PVC tanks) and water connections</p> <p>Wastewater system (septic tank, soak pit, pipework)</p> <p>Gutter installations and rainwater harvesting PVC tanks</p> <p>Landscaping and planting trees</p>
LOT 2- In Kasulu District Council	Ntamyia	Finalization of remaining works of the constructed dormitory for 120 girls	<p>Dormitory – super structure works (walling, roofing, finishings)</p> <p>Gutter installations and rainwater harvesting PVC tanks</p> <p>Toilets – Super structure works including incinerator</p> <p>Tank tower (2 × 10 m³ PVC tanks)</p> <p>Access ramps (PWD inclusive)</p> <p>Wastewater system (septic tank, soak pit, pipework)</p> <p>Landscaping and planting trees</p>

		Finalization of remaining works for the constructed 9-cubicle girls' WASH (toilet) facility.	Foundations – oversite concrete Superstructure works and finishing Incinerator Tank tower (2 × 10 m ³ PVC tanks) Access ramps (PWD inclusive) Wastewater system (septic tank, soak pit, pipework)
	Kimenyi	Construction of 9-cubicle girls' WASH (toilet) facility.	Construction of a complete 9-cubicle girls' WASH facility in accordance with the approved drawings and BoQ, which includes: toilets, incinerator, wastewater system, access ramps (PWD inclusive), tank tower, water storage facilities, plumbing works and all associated civil works.
LOT 3- In Kasulu District Council	Asante Nyerere, Kurunyemi, Kabagwe	Construction of 9-cubicle girls' WASH (toilet) facility	Construction of a complete 9-cubicle girls' WASH facility in accordance with the approved drawings and BoQ, which includes: toilets, incinerator, wastewater system, access ramps (PWD inclusive), tank tower, water storage facilities, plumbing works and all associated civil works.

2.1 Green Construction Materials

The Contractor shall incorporate environmentally sustainable construction materials and practices throughout the execution of the Works.

Superstructure Walls

All superstructure walls shall be constructed using Interlocking Stabilized Soil Blocks (ISSB) with a specified compressive strength of 3.5–5.0 N/mm², unless otherwise indicated in the Bill of Quantities (BoQ).

Stone Works

All stone masonry works shall utilize locally sourced stone obtained from Kasulu District with a minimum compressive strength of 15 MPa.

Timber

Timber shall be well-treated and sourced from Kigoma Region where available, in order to reduce transportation distances and minimize carbon emissions. All timber shall be free from defects, insect infestation, decay, and excessive warping.

2.2 General specifications

Access Ramps

All ramps and access points shall comply with applicable Tanzanian accessibility standards and the approved construction drawings. Unless otherwise specified in the drawings, ramps shall have a minimum width of 1.5 metres.

Dormitory Partition Walls

Dormitory partition walls shall provide a minimum separation height of 2 metres between every two to three rooms. Each room grouping shall be separated by full-height walls extending to the ceiling.

Finishing Works

WASH Facility Walls

Internal walls in toilets, showers and laundry areas shall be finished with terrazzo up to a minimum height of 1.5 metres above floor level.

Floors

All floors shall be finished with polished terrazzo in accordance with the drawings and specifications.

Plastering

- Internal walls: cement-to-sand ratio of 1:4.
- External walls: cement-to-sand ratio of 1:3.
- Damp-proof plaster shall be applied up to 0.8 metres above plinth level around all buildings.

External Wall Finish

ISSB walls shall be polished and treated with an approved protective sealant suitable for ISSB construction.

Landscaping and Vegetation Restoration

All trees removed during site clearance shall be replaced prior to project completion with species approved by the Contracting Authority. Grass planting shall be undertaken in accordance with the landscaping drawings.

All cut slopes shall be protected through stone pitching or other approved erosion-control measures.

Incinerators

Incinerators shall be constructed using fired clay bricks in accordance with the approved drawings.

The firing chamber shall be built using clay mortar as specified in the drawings.

The incinerator shall:

- Be structurally independent and not attached to any building wall;
- Have a chimney extending at least 2 metres above the highest point of the adjacent toilet roof.

Water Storage and Distribution

Water storage systems shall be constructed strictly in accordance with the approved drawings and Bills of Quantities.

Where specified in the drawings and BoQ, the Contractor shall construct elevated tank towers complete with two (2) 10,000-litre polyethylene tanks, associated pipework, valves, fittings and connections.

Windows

Windows shall be aluminium-framed and fitted with ventilation panels as indicated in the approved drawings.

Doors

Doors shall be constructed from hardwood (mninga or approved equivalent) in accordance with the approved drawings.

Unless otherwise indicated in the drawings, doors shall include:

- Three heavy-duty hinges;
- One three-lever mortice lockset;
- Burglar-proofing where specified;
- Ventilation openings protected with wire mesh.

Fire Safety

Dormitory buildings shall be equipped with smoke detectors and fire extinguishers.

The quantity and locations of all fire-safety equipment shall be approved by the Contracting Authority.

As a minimum, one smoke detector shall be installed per dormitory room compartment.

Roofing

The roof shall be constructed in accordance with the approved drawings.

Where a single-sloped (lean-to) roof is specified, it shall:

- Have an inclination between 8° and 15°;
- Be supported on timber trusses;
- Be covered using IT5 colourless resin-coated metallic roofing sheets or approved equivalent with low heat absorption properties.

The roof design shall promote natural ventilation and thermal comfort.

Unless otherwise specified in the drawings:

- Roof overhangs shall be 1.5 metres at gable ends;
- Roof overhangs shall be 0.8 metres along walkway sides.

To facilitate cross-ventilation:

- Gable sections shall be constructed using perforated bricks fitted internally with insect-proof mesh;
- Ceiling ventilation openings shall be provided at eaves level to allow free circulation of air within the roof space.

2.3 Expected Quality of ISSB Bricks

The Contractor shall ensure that all Interlocking Stabilized Soil Blocks (ISSB) comply with the following minimum quality requirements.

Compressive Strength:

Bricks shall achieve a minimum compressive strength of 3.5 N/mm². Certified test results shall be submitted to the Consultant for review and approval prior to commencement of mass production. In addition to meeting laboratory test requirements, ISSB bricks shall also withstand a 1.5 m drop test on site, even where test results indicate compliance.

Interlocking Design:

Each brick shall have:

- Male and female interlocking features with a minimum depth of 3 cm
- Groove depth of at least 2 cm, as per approved design details



Picture: showing male, female interlocking features, grooves and smooth intact edges plus surfaces

Curing Process:

Newly moulded bricks shall be covered with tarpaulins and regularly sprinkled with water to maintain adequate moisture for proper curing all time.

Bricks shall not be stacked before achieving sufficient strength and must be cured for a minimum of 7 days

For transportation purposes, bricks must be cured for at least 14 days

Handling and Transportation:

Bricks shall be transported using pallets to prevent edge damage

Any bricks with chipped or damaged edges shall be rejected and not used in construction

Mould Quality:

Bricks shall be manufactured using industrial-grade moulds that are accurately calibrated to ensure uniform size, squareness, and proper interlocking capability. Must have compaction operation gauge to ensure well compacted and archive smoothness and strong edges

Construction Quality:

ISSB blocks shall be laid in a properly interlocked manner with no visible gaps

Courses shall be straight, level, and neatly aligned to ensure structural integrity and good workmanship

3. CONTRACT MANAGEMENT

Roles, authority and decision-making hierarchy

The Consultant / Supervising Engineer provides technical supervision, verification, inspection support and recommendations to the Managing Official. Final contractual decisions, including payment approval, variation orders, extension of time, taking-over, defect correction certification, final acceptance and contract closure, remain the responsibility of the Managing Official.

Any instruction or decision that may affect the scope, contract price, completion period, quality standards, payment, or contractual obligations shall be issued or formally confirmed in writing by the Managing Official. Site observations or recommendations from the Consultant, Enabel Supervising Engineer, district engineers, community representatives or other stakeholders shall not constitute contractual instructions unless validated by the Managing Official.

Stage 1: Construction

a. Instructions:

The Contractor will from time to time and within the provisions of the construction contract receive or request written instructions to/from the Managing Official related to guidance or adherence to the drawings, specifications, progress of the work or administrative requirements in the contract.

The Managing Official may designate one or more persons to support the day-to-day monitoring, coordination, inspection, supervision, and technical oversight of the works.

Any instructions or guidance issued on site by such designated persons within the scope of their mandate shall be complied with by the Contractor, provided they do not modify the scope, value, or contractual conditions of the contract.

b. Progress photographs and report:

The Contractor shall:

- Share two pictures of work progress every evening in the WhatsApp site group created by the client.
- Prepare three sets of progress photographs on the first day of each month during the construction period.
- Mount the progress photographs at site and submit a copy of the photographs to the Client.
- Prepare a short monthly report incorporating the photographs and describing the progress achieved and supported by an up-date of the construction programmed. Any sense of delay shall be reported immediately to the client in order to find a solution.
- The Contractor shall maintain a clear and detailed plan of daily site execution activities to ensure there is no lag time in project implementation. The Contractor's Site Engineer shall plan all required resources in advance to prevent delays and avoid idle time. Daily activities shall be aligned with and structured to achieve the overall targets of the project's general work programme
- The Contractor shall respond promptly to all queries raised through the supervision group WhatsApp platform. In addition, the Contractor shall submit, every Sunday, a schedule of planned daily activities

for the upcoming week and provide daily updates to the group on progress achieved against the planned activities.

- The Contractor shall be proactive in addressing any challenges that arise and shall focus on achieving the planned and realistic daily targets.

c. Completion of construction and provisional acceptance by Contracting Authority:

The construction stage shall end, and the Works shall be provisionally accepted by the Contracting Authority once all Works have been executed and completed in accordance with the tender documents and a partial provisional acceptance report has been issued by the Contracting Authority to the Contractor.

The Contractor shall be given a snags list and a defects notification for rectification. Any additional damages which may occur thereafter shall also be repaired or reconstructed at the Contractor's own cost.

The Contractor shall carry out testing of all works and installations in the presence of the Contracting Authority.

At this stage, the Contractor shall also prepare sustainable operation and maintenance manuals, emphasizing energy conservation, water efficiency, waste management, proper use of plumbing systems, switching off lighting, shutting off water taps, damage reporting procedures, and the safe use of fire extinguishers.

The completed buildings and site shall be handed over to the Contracting Authority within seven (7) days of the completion date. The Contractor shall remain responsible for the rectification of all defects notified during the Defects Liability Period. Upon rectification of all identified snags and defects, a Final Acceptance Certificate shall be issued by the Contracting Authority.

d. As-built drawings

The Contractor shall prepare, compile, and provide to the Contracting Authority as-built drawings, installation schedules, and operation and maintenance manuals at the completion of the project.

Stage 2: Post Construction Stage

a. Rectification of defects:

The Contracting Authority and Contractor shall:

- Carry out a jointly detailed inspection of possible defects during and at the end of a twelve (12)-month defects' liability period (DLP).
- Conduct interim visits and inspections or testing during the defects liability period where remedial measures are necessary to ensure the safety or continued normal use of the buildings.
- Arrange follow-up meetings to confirm that remedial work has been fully completed.

b. Final Acceptance Certificates:

The Contracting Authority shall prepare and issue final acceptance certificates to the Contractor, defects correction certificates, and final payment certificates for retentions and other works in accordance with the works contract and to signify full completion and acceptance of the works.

c. Managing contract closure activities

In addition to the specific responsibilities set out in Section (a) and (b) above, the managing contract closing activities will be as follows:

- Contractor shall establish and agree with the Contracting Authority and document the criteria to be used for confirming completion of the contract (tasks finished, deliverables finished, testing completed, training requirements finished, equipment installed, tested, and operating, document manuals submitted, etc).

- The Contracting Authority shall issue the contractor with the final acceptance report.
- The Contracting Authority shall convene and hold a contract close-out meeting attended by the stakeholders, end users, and Contractors which the final acceptance report is among other items approved and signed off.
- The Contracting Authority shall carry out a post-contract evaluation of the works, achievements, processes undertaken, and the management of the contract and prepare and compile a final report. The Contractor shall provide any data/information needed regarding the executed works.

d. As-Built Drawings

- During performance, the building Contractor shall revise and update the plans to the last detail in order to accurately reproduce the works and installations and their specifics as built.
- When the works are completed and in view of provisional acceptance of the works, the building Contractor is to submit the complete plans and diagrams of the works and installations as built.
- When the works are completed and in view of provisional acceptance, the building Contractor is to submit technical files including construction pictures at every stage.
- Technical specifications with brand names, types, origin of the equipment installed,
- User's manuals, explaining the functioning of all equipment,
- Maintenance manuals, explaining everything that needs to be done for the maintenance and care of the equipment (regular control and maintenance, list and codes of spare parts...),
- And test reports, tuning and adjustment reports.

Framework for site supervision

Site supervision of the construction works shall be carried out in a coordinated manner involving multiple stakeholders to ensure quality, compliance, and effective capacity building.

1. Site Presence

The Contractor shall maintain a continuous site presence, including a full-time Site Engineer stationed at the construction site throughout the duration of the works.

2. Supervising Engineer

The Contractor shall appoint a Supervising Engineer for the project, who shall serve as the primary contact person for the Contracting Authority. The Supervising Engineer shall be responsible for overseeing the works and coordinating all project-related communication.

3. Weekly Consultative Meetings

The Contractor shall participate in mandatory weekly online consultative meetings of approximately 30 minutes to present progress updates, discuss key issues, and agree on subsequent actions.

4. Monthly Site Meetings

Monthly site meetings shall be conducted following a joint site inspection. The Contractor shall ensure the attendance of the Managing Director, Technical Director, or a duly authorized representative.

The meeting date shall be communicated at least fourteen (14) calendar days in advance. Each meeting shall be formally documented through Minutes of Meeting, duly signed by all participants.

5. Daily Inspections

The Contracting Authority reserves the right to carry out site inspections at any time as deemed necessary to verify progress and compliance with project requirements.

6. Random Checks

Random inspections shall be conducted by the Contracting Authority's project team. This team is responsible for overseeing implementation of the works, including procurement, capacity building, awareness raising, and documentation of lessons learned.

7. Local Government Supervision

Regional and District Engineers may be invited to participate in site inspections to ensure alignment with local regulatory and technical requirements.

8. Community Involvement

Community representatives may support oversight, particularly in verifying the mobilization and quality of materials. However, the Contractor shall only act upon instructions formally issued or approved by the Contracting Authority. Community requests alone shall not be executed without such approval.

9. Material Approval

No materials shall be used or incorporated into the works without prior approval from the Contracting Authority.

10. Defects Liability Period (DLP)

The Defects Liability Period shall commence upon provisional acceptance and shall remain in force for three hundred sixty-five (365) calendar days. The Contractor shall remedy any defects arising from workmanship, materials, or construction practices at no additional cost.

11. Capacity Building and Training (Industrial Attachment)

The Contractor shall accommodate up to ten (10) students from VETA Kigoma, VETA Kasulu, FDC Kasulu, VETA Buhigwe, or FDC Kibondo for full-time practical industrial training. The Contractor shall provide proper supervision, technical guidance, and a safe working environment throughout the training period.

12. Safeguarding and School Operation Requirements

To ensure the protection of students, staff, and the surrounding community, as well as the uninterrupted functioning of school activities, the Contractor shall comply with the following safeguarding requirements:

- **Site Security and Access Control:**
The construction site shall be securely fenced and/or provided with controlled access points to prevent unauthorized entry, particularly by students and community members.
- **Workers' Code of Conduct:**
All workers shall adhere to a formal Code of Conduct that includes acceptable behavior standards, prohibition of misconduct, and respect for the school environment and community.
- **Restricted Interaction:**
Workers shall not engage in any form of interaction with students unless expressly authorized and supervised by the Contracting Authority.
- **Working Hours Coordination:**
Construction activities shall be planned and carried out within working hours agreed upon with the school administration to minimize disruption to teaching and learning activities.
- **Safe Material Storage:**
All construction materials, tools, and equipment shall be stored safely and securely to prevent accidents, theft, or unauthorized access.
- **GBV / SEA / SH Prevention:**
The Contractor shall implement measures to prevent Gender-Based Violence (GBV), Sexual

Exploitation and Abuse (SEA), and Sexual Harassment (SH). Regular awareness and training sessions shall be conducted for all site workers.

- **Grievance Redress Mechanism:**

A clear and accessible grievance channel shall be established for the school and community to report concerns or complaints. All grievances shall be recorded, addressed promptly, and resolved in a transparent manner.

6 SELECTION FILE

13. ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

- 1.1. The tenderer must submit a statement of the total turnover and the turnover of the business activity that is the subject of the contract, for the last three available financial years, depending on the date of establishment or the date on which the economic operator commenced his business activities, insofar as the relevant turnover figures are available.
- 1.2. The annual minimum turnover that economic operators must achieve in the domain to which the contract relates:

Lot N°	Lot title	Minimum turnover
1	Remaining Works Kasulu TC	400.000 euro
2	Remaining works Kasulu DC	400.000 euro
3	Remaining works WASH facilities Kasulu DC	400.000 euro

2. FINANCIAL SOLVENCY

- 2.1. The tenderer must provide evidence of financial solvency.
- 2.2. The financial solvency will be evaluated based on the approved Financial Statements for the last three years, deposited with the National Bank of Belgium.
- 2.3. For Belgian tenderers: Tenderers who have already deposited their approved Financial Statements with the National Bank of Belgium are not required to include them in their tender, as the contracting authority can access these documents via the federal authority's digital portal. However, tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years must include them in their tender submission. This obligation also applies to recently approved Financial Statements that have not yet been deposited due to the legal deposit deadline not having expired.
- 2.4. For Belgian tenderers: For individual undertakings, a document listing all assets and liabilities, prepared by an IEC/IAB accountant or a registered auditor, will suffice.
 1. The document must be certified as accurate by the IEC/IAB accountant or registered auditor, as applicable.
 2. The document must reflect the most recent financial conditions, dated no more than 6 months prior to the tender opening date.
 3. If the enterprise has not yet published its Financial Statements, an interim balance, certified by the IEC/IAB accountant or registered auditor, will be accepted.
- 2.5. For foreign tenderers: Foreign tenderers must include:
 1. Their approved Financial Statements for the last three financial years, or
 2. A document listing all assets and liabilities of the enterprise.

3. If the enterprise has not yet published its Financial Statements, an interim balance certified by an accountant or registered auditor, or by the relevant authority in the country concerned, will suffice.

14. TECHNICAL AND PROFESSIONAL APTITUDE

3. ELIGIBILITY AND CONTRACTOR CLASSIFICATION

14.1. Tenderers are required to meet the following minimum Contractor registration requirements:

- Tenderers applying for Lots 1 and 2 must be registered with the Contractors Registration Board (CRB) as **Class IV Building Contractors or higher**.
- Tenderers applying for Lot 3 must be registered with the Contractors Registration Board (CRB) as **Class V Building Contractors or higher**.

14.2. Joint ventures and CRB dispensation letters shall not be accepted under this tender procedure.

14.3. Any tender submitted for a lot without meeting the above requirements shall be declared non-compliant and rejected for the respective lot.

4. TECHNICAL OFFER

4.1. The tenderer shall submit a technical offer, which shall include the following:

N°	Criteria	Minimum Requirement
1	Methodology (per Lot applied)	A simple explanation of how the works will be carried out, including: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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.

N°	Criteria	Minimum Requirement
5	Execution Strategy	<p>A short explanation of how the bidder will:</p> <ul style="list-style-type: none"> • 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.

5. STAFF QUALIFICATIONS AND EXPERIENCE

14.4. Tenderers are requested to submit the CVs of the proposed personnel, demonstrating that they meet the minimum qualifications and experience requirements indicated below:

N°	Position	Minimum Requirement
1	Team Leader/ Project manager	<ul style="list-style-type: none"> • Bachelor's degree in civil engineering or architecture, or higher. • At least 10 years of experience in similar works. • A valid practising licence issued by the Engineers Registration Board (ERB) or the Architects and Quantity Surveyors Registration Board (AQRB)
2	Site Engineer (full-time at the site)	<ul style="list-style-type: none"> • Bachelor's degree in civil engineering, or higher • At least 3 years of experience in masonry works, concrete works, roofing, pipes works and finishing works or other similar works
3	Technician/foreman	<ul style="list-style-type: none"> • An Ordinary Diploma in Civil Engineering, or higher. • At least 5 years of experience in building works.
4	Services (Electrical and Mechanical) Engineer	<ul style="list-style-type: none"> • An ordinary diploma in Electrical or Mechanical or Electro-mechanical Engineering, or higher • At least 5 years of experience in building electrical and mechanical works.

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

1. Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
2. Tender form - Prices (clause 2 of chapter 8 Forms)
3. The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 5 of chapter 8 Forms);
4. All documents demanded in 6 Selection file (see clause 14 of chapter 3 Award Procedure);
5. All documents demanded in clause 16 of chapter 3 Award Procedure (award criteria);
6. Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 14 of chapter 3 Award Procedure 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;
7. A site visit certificate, signed by an authorised representative of Enabel (see clause 4 of chapter 3 Award Procedure);
8. A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
9. The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
10. **Incorporation certificate:** The Bidder shall include in his tender the incorporation certificate from the competent authority.
11. **Criminal record certificate** for the person mandated to commit for the firm
12. **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. The Bidder registered in Belgium must be in order for the first term of 2025.
13. **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.
14. Financial statements for the past 3 financial years (2023-2025).

1. IDENTIFICATION FORM



Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	<input type="checkbox"/> Duly registered independent <input type="checkbox"/> Unregistered self-employed (no official formalisation) <input type="checkbox"/> other (please specify):
REGISTRATION NUMBER (if applicable)	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	1. FOR PROFIT 2. NOT FOR PROFIT 3. NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

2. 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	Total price (Excl. VAT)
Lot 1 Remaining works Kasulu TC	€
Total price VAT excluded	€

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

- Tenderers shall only indicate the price for the Lot they are applying for. If a tenderer wishes to apply for multiple lots, they must fill out this form separately for each Lot and submit it in the corresponding tender file.
- The tenderers are requested to quote for all items listed in the BOQ.
- Enabel is exempt from VAT in Tanzania. Tenderers are required to indicate the amount quoted exclusive of VAT.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted in Euros, exclusive of VAT, and inclusive of any applicable withholding tax and delivery costs.

Attention! The tenderer must complete and attach the Price-Schedule (BOQ) to this Form Certified true and sincere,

Handwritten original signature(s)

Last name, first name:

Function:

Date:

Signature:

3. 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	Total price (Excl. VAT)
Lot 2 Remaining works Kasulu DC	€
Total price VAT excluded	€

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

- Tenderers shall only indicate the price for the Lot they are applying for. If a tenderer wishes to apply for multiple lots, they must fill out this form separately for each Lot and submit it in the corresponding tender file.
- The tenderers are requested to quote for all items listed in the BOQ.
- Enabel is exempt from VAT in Tanzania. Tenderers are required to indicate the amount quoted exclusive of VAT.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted in Euros, exclusive of VAT, and inclusive of any applicable withholding tax and delivery costs.

Attention! The tenderer must complete and attach the Price-Schedule (BOQ) to this Form Certified true and sincere,

Handwritten original signature(s)

Last name, first name:

Function:

Date:

Signature:

4. 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	Total price (Excl. VAT)
Lot 3 Remaining WASH Works Kasulu DC	€
Total price VAT excluded	€

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

- Tenderers shall only indicate the price for the Lot they are applying for. If a tenderer wishes to apply for multiple lots, they must fill out this form separately for each Lot and submit it in the corresponding tender file.
- The tenderers are requested to quote for all items listed in the BOQ.
- Enabel is exempt from VAT in Tanzania. Tenderers are required to indicate the amount quoted exclusive of VAT.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted in Euros, exclusive of VAT, and inclusive of any applicable withholding tax and delivery costs.

Attention! The tenderer must complete and attach the Price-Schedule (BOQ) to this Form Certified true and sincere,

Handwritten original signature(s)

Last name, first name:

Function:

Date:

Signature:

5. 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.

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