



TENDER SPECIFICATIONS

Public framework agreement for the
“**provision of security services for Enabel in
Tanzania**”

Reference №: **2834TZA-10151**

Country: **Tanzania**

Open Procedure

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
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<i>Information session</i>	6 October 2026 at 10:00 am EAT
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<i>Deadline for submission of tenders:</i>	2 November 2026 at 01:00 pm (EAT)
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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Tanzania, is represented by :

Name	Position
Virginie Hallet	Country Director
Othman Boufaied	Contract Manager

- 1.4. **Attention: even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be located in Tanzania and applicable tax legislation is legislation of Tanzania. For more information on this tax regime, you can contact Alern Mgeni, Procurement Officer (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

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

¹ Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

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

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:
Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium
- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service framework agreement for provision of security services for Enabel and other sites in Tanzania, as specified in the procurement documents or individual service orders.
- 1.2. This public contract is awarded as a framework agreement with one economic operator: in accordance with Article 43 of The Law of 17 June 2016 on public procurement.

This public contract establishes the terms governing public contracts to be concluded during the validity period of the framework agreement.

2. LOTS

- 2.1. This public contract is not divided into lots.

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and lasts for **2 (two) years**.
- 4.2. After this initial term, the public contract **may be renewed** by the contracting authority for a maximum number of 1 renewal for 2 (two) years, by sending a registered letter prior to the contract renewal date. The renewal will be made as per the terms and conditions of the initial tender specifications. Should the contract not be renewed, the service provider cannot claim damages.

5. VARIANTS

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

6. OPTIONS

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

7. QUANTITIES

- 7.1. The estimated quantities under this contract are detailed in Chapter 8. The estimated quantities are for information purposes only and regard the whole duration of the public contract. By concluding this framework agreement, the contracting authority does not guarantee that estimated quantities shall be ordered from this framework agreement. █
- 7.2. The actual quantities shall be ordered on an as-needed basis during the validity of the Framework Agreement. The maximum cumulative value of all Service Orders awarded shall not exceed **EUR 300,000**. No minimum volume or value of services is guaranteed under the Framework Agreement. █

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through an Open Procedure pursuant to Article 36 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

- 2.1. The following official platforms:
 - (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
 - (b) TED (Tenders Electronic Daily) - Official Journal of the EU, dedicated to European public procurement
- 2.2. The following platforms:
 - (a) Website of Enabel (www.enabel.be);
 - (b) Website of the OECD (Organisation for Economic Co-operation and Development).

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.

In accordance with Article 81 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes the establishment of his price or the comparison of tenders, within ten days at the latest before the deadline for submission of tenders.

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. INFORMATION SESSION

- 4.1. An information session to clarify the tender requirements and conditions for submitting a compliant tender will be held online via Microsoft Teams on **6 October 2026 at 10:00 AM (EAT)**.

Interested Tenderers must send a request to participate in the meeting to the following email address: alern.mgeni@enabel.be and procurement.tza@enabel.be by **5 October 2026 at 05:00 PM EAT**. A participation link will be shared with registered participants in due course

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:
- (a) 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:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) List of SubContractors (clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (d) European Single Procurement Document (ESPD) (clause 13)).

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 European Single Procurement Document (ESPD)** is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016 on public procurement, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

In accordance with Article 76, § 1, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, **failure to comply with the obligation to submit a European Single Procurement Document (ESPD) constitutes a substantial irregularity causing the tender to be null and void.**

- 6.7. The tenderer also attaches the following to his tender:
- (a) All documents demanded for the application of qualitative selection (see clause 15 and 6 Selection file) and award criteria (see clause 17);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 6.8. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) European Single Procurement Document (ESPD) (clause 133);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 6.9. 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. This is indicated in part II.B of the European Single Procurement Document (ESPD).
- 6.10. 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 15 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.

Where a tenderer relies on the capacity of other entities in the meaning of this clause 6.10, the tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. **The tender also comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 6.10.**

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

- 8.1. 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. 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 unit prices any charges and taxes generally applied to services according to the applicable tax legislation of Tanzania, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.
As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable.**
For the provision of services in Tanzania, the attention of tenderers who are non-tax residents of Tanzania is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Tanzania.
The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.
- 9.2. The unit prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
 - (a) Administrative management and secretariat services
 - (b) Documentation related to the services
 - (c) Acceptance costs.
 - (d) Any additional services which, by their nature, depend on or are associated with those described in the procurement documents.
- 9.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

- 10.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 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.*

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

In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.
- 10.3. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted on paper.

The tenderer shall attach copies of the documents requested in these tender specifications. These copies **MUST** 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: 2834TZA-10151 - Public framework agreement for provision of security services for Enabel in Tanzania

To the attention of: **Alern Mgeni, Procurement Officer.**

10.4. **The tender must be submitted before 2 November 2026, at 01:00 pm (EAT)**, in one of the following ways:

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

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

- (b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 10.4 (a).

10.5. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 10. A tender submitted by email will be discarded.**

11. TENDER SIGNATURE

11.1. **The tender and all accompanying documents must be 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 November 2026 at 01:00 pm (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.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

- 13.1. By submitting their tender together with the European Single Procurement Document (ESPD), the tenderer officially declares on his honour that:
- (a) They are not in any of the mandatory or facultative exclusion cases, which must or may lead to their exclusion;
 - (b) They meet the selection criteria established by the contracting authority for this contract.
- 13.2. The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016 on public procurement, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.
- 13.3. The tenderer may either complete the European Single Procurement Document (ESPD) attached to these tender specifications (see clause 1 of chapter 9 ESPD model) or generate their document via the website: <https://uea.publicprocurement.be/>. He then attaches it to his tender.
- 13.4. More information, and a service manual (in French), including guidelines for enterprises, is available through: https://bosa.belgium.be/sites/default/files/documents/DUME_man_espd_entreprise_fr_200.pdf
- 13.5. Where the tender is submitted by a group of economic operators, it must **include a European Single Procurement Document (ESPD) for each of the participants in the group.** 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. This is indicated in part II.B of the European Single Procurement Document (ESPD).
- 13.6. Where a candidate or tenderer relies on the capacity of other entities (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 15 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, the candidate or tenderer, as appropriate, answers the question in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.
The tender also **comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 13.6.**
- 13.7. In accordance with § 2 of Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, regarding **part IV of the European Single Procurement Document (ESPD) on the selection criteria**, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section **“Global indication for all selection criteria”**. So, only this section must be completed.

14. EXCLUSION GROUNDS

- 14.1. The mandatory and facultative grounds for exclusion are provided in the European Single Procurement Document (ESPD).
- 14.2. 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 15 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.

- 14.3. The contracting authority may, at any time during the procedure, request the tenderer to provide all or part of the supporting documents, if necessary, to ensure the smooth progress of the procedure. 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. However, the tenderer is not required to submit any supporting documents or evidence if the contracting authority can directly access the necessary certificates or information through a free national database in a Member State.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. With the exception of the exclusion grounds relating to tax and social security, a tenderer in one of the mandatory or optional exclusion situations may demonstrate, on their own initiative, that they have paid or undertaken to pay compensation for any damage caused by the criminal offence or fault. They must also demonstrate that they have fully clarified the facts and circumstances by cooperating with the authorities responsible for the investigation, and have taken specific technical, organisational, and personnel measures to prevent any further criminal offence or fault.
- 14.8. **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.

15. QUALITATIVE SELECTION

- 15.1. 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.
- 15.2. 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 17 subject to the regularity of these tenders.
- 15.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 - (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular SubContractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

- 15.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion. The tender must also **include a separate European Single Procurement Document (ESPD) for each of these participants or entities.**
- 15.5. 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.

16. MODALITIES RELATING TO TENDER EXAMINATION AND REGULARITY OF TENDERS

- 16.1. Before starting the evaluation and comparison of tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of these tender specifications, both formally and materially.

The substantially irregular tenders are excluded.

- 16.2. A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

- (a) failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law
 - (b) failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors and of Article 14 of the Law of 17 June 2016 on public procurement, insofar as they contain obligations vis-à-vis the tenderers
 - (c) failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents
 - (d) tenders that do not bear an original handwritten signature on the tender form
- 16.3. The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors).

17. AWARD CRITERIA

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

Award Criterion	Criterion (%)	Weight	Criterion Evaluation or Formula
Technical Offer	30		• Emergency response procedures – 10 points • Response and coordination arrangements – 8 points • Guard training and preparedness – 6 points • Incident reporting and communication – 6 points
Price	70		Price Score = (Lowest Evaluated Price / Tenderer's Price) × 70

17.2. Only tenderers obtaining at least 20 points out of 30 in the technical evaluation shall proceed to the financial evaluation.

17.3. The scores for the award criteria will be added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the European Single Procurement Document (ESPD) of this tenderer and provided the control shows that the European Single Procurement Document (ESPD) corresponds with reality.

18. AWARDING THE PUBLIC CONTRACT

18.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

18.2. 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.

19. CONCLUDING THE CONTRACT

19.1. In accordance with Article 88 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.

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

19.3. The full contract consists of the following documents:

- (a) These tender specifications and their annexes;
- (b) The approved tender and all its annexes;
- (c) The registered letter notifying the award decision;
- (d) Any later documents accepted and signed by both parties, as appropriate.

19.4. 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

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.

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

SECTION (A) - GENERAL

1. 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.

2. MANAGING OFFICIAL (ART. 11)

- 2.1. The managing official for this public contract is **Mr. Emmanuel Shayo, Procurement & Logistics Coordinator**, email: emmanuel.shayo@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 2.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 2.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, 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.
- 2.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 2.5. 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.

3. CONFIDENTIALITY (ART. 18)

- 3.1. Service providers 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.

- 3.2. Service providers 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 service provider, 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.

4. PROTECTION OF PERSONAL DATA

4.1. Processing of personal data by the contracting authority

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

4.2. Processing of personal data by the service provider

Where during contract performance, the service provider 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 service provider 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 service provider will each be responsible, individually, for the processing.

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

The services 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.

8. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

8.1. Scope

The clause may be applied in case the service provider 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").

8.2. 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 service provider 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 service provider.

8.3. 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 service provider '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 service provider), the contracting authority shall address itself:

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

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

proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. 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 service provider, and compared to the original tender of the new service provider. 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 service provider), 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 service provider 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 service provider shall bear the additional costs.

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

- 9.1. Price revisions are permitted under this contract, subject to the conditions specified in these tender specifications.
- 9.2. Price revisions may only be applied once per year, specifically on the contract's anniversary date. As from the second year, the service provider may submit a new quote at the beginning of the year. The revised prices will only apply when they have been approved by the contracting authority.
- 9.3. The price revision may only be applied if the price increase or decrease following the request amounts to at least 3% of the price quoted in the tender (for the first price revision) or of the last price revised or imposed (as of the second price revision).
- 9.4. The formula for calculating the revised price is as follows;

$$P = W + (P_0 - W_0) \times \left(\frac{CPI}{CPI_0} \right)$$

Where:

- P = revised monthly unit price per guard;
- P₀ = original monthly unit price per guard;
- W₀ = statutory minimum wage at the tender deadline;
- W = statutory minimum wage on the revision date;
- CPI₀ = Tanzania National Consumer Price Index at the tender deadline; and
- CPI = the index on the revision date.

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

- 10.1. 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.

- 10.2. 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.
- 10.3. When activities are suspended, based on this clause 10.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 10.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
- (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 - (c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

- 11.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 11.2. 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 11. 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.

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

- 12.1. 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.
- 12.2. Such price revision is only possible if both the following conditions apply:
- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 12.3. In the event of an increase in charges, the service provider 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 service provider proves that he paid the charges at the old rate.

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

- 13.1. The contracting authority or the service provider 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 service provider should normally have known about them.

- 13.2. The service provider 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 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

14. DEADLINES AND TERMS (ART. 147)

- 14.1. For each service order, the service provider shall deploy the required security guard(s) at the location specified by the Contracting Authority within **14 calendar days** from the day following receipt of the service order.

15. PLACE OF PERFORMANCE (ART. 149)

The services will be delivered at multiple Enabel locations in Tanzania, including, but not limited to the below:

SN	Office	Address (Location)
1	Kigoma town office	P.O Box 24 Kigoma, Tanzania Plot No. 132/17, Kaya road, Kigoma town.
2	Kasulu office	Bomani, Plot Number 221, Kasulu District, Kigoma Region
3	Mwanza office	Plot Number 140, Block D, Isamilo-Mwanza

The Contracting Authority reserves the right to issue service orders for additional locations in Tanzania during the implementation of the framework agreement, where operationally required.

16. INSPECTION OF THE SERVICES (ART. 150)

- 16.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.
- 16.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

17. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

- 17.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 17.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfil its obligations.

SECTION (G) - MEANS OF ACTION

18. FAILURE OF PERFORMANCE (ART. 44)

18.1. The service provider shall be considered in breach of this public contract under the following circumstances:

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) When the service provider 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 service provider either by registered post or e-mail (with proof of the exact dispatch date).

18.2. The service provider 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.

18.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the "GIR".

19. PENALTIES (ART.45)

Special penalties: Given the importance of maintaining uninterrupted security services, the Service Provider shall incur a penalty of EUR 150 per breach per calendar day, subject to the establishment of a report of default, for any of the following:

- Failure to ensure continuous staffing of any required security post during the agreed working hours or shift.
- Failure to provide the required uniforms, identification, communication devices, protective equipment or other security equipment.
- Failure to implement instructions, observations or corrective measures issued by the Contracting Authority within the prescribed deadline.
- Failure to maintain the required registers, incident logs and Daily Occurrence Book at each duty post in accordance with the procurement documents.
- Failure to report a security incident immediately and provide the corresponding written report within the contractual timeframe.
- Failure to ensure that guards comply with the rules of conduct and prohibitions applicable while on duty.

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 Service Provider shall be notified of such period together with the report of default. Where no remedial period is specified, the Service Provider shall remedy the breach without delay.

20. FINES FOR DELAY (ART. 46 AND 154)

20.1. 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.

- 20.2. Fines for delay are calculated, according to Article 154 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.
- 20.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 20.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

21. MEASURES AS OF RIGHT (ART. 47 AND 155)

21.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider 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 21.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

21.2. The measures as of right are:

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

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

22. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

- 22.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 22.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 22.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the “GIR” (clause 23).
- 22.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch and shall request that the acceptance procedure be carried out.
- 22.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

23. INVOICING AND PAYMENT (ART. 66-72 AND 160)

- 23.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 23.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 23.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: tanzania.admin@enabel.be with the Managing Official email in copy. The Invoice must include:
1. Purchase 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).
- 23.4. Payment shall be made monthly for services duly performed and accepted by the Contracting Authority.

24. ADVANCE PAYMENTS

No advance payment shall be made under this contract.

5 TERMS OF REFERENCE

1. BACKGROUND AND JUSTIFICATION

These Terms of Reference (ToR) outline the requirements for contracting a professional security service provider to provide security services for Enabel in Tanzania for a period of two (2) years, with the possibility of renewal for an additional two (2) years based on satisfactory performance.

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

2.1. Objectives of the public contract

a) Main objective

The objective of this contract is to ensure the provision of high-quality, professional security services to protect Enabel staff, guests, property, and other stakeholders.

b) Specific Objectives

- Provision of static security guards stationed at designated gates to control and manage the entry and exit of individuals—including Enabel staff, guests, stakeholders—and all vehicles.
- Provision of additional security personnel during periods of civil unrest, commotion, or any other public disturbances in the vicinity of Enabel premises. Deployment of this additional manpower will be subject to approval by the Managing official.

3. QUALITY MANAGEMENT

The Service Provider shall ensure quality management through continuous monitoring. This monitoring shall take a quality assurance (QA) approach and collect information on the service provider's conduct in implementing the activities. The Service Provider shall use these principles to ensure the quality of their service and to monitor the satisfaction of those involved in all aspects of the activities. Evaluation of the performance will be conducted by the Contracting Authority on a regular basis to assess the level of the quality of services provided, the security guards' capacity, and staff satisfaction.

The Contracting Authority will communicate the assessment methodology prior to the evaluation. The Contracting Authority will communicate the outcomes of the evaluation sessions to the Service Provider and, if necessary, will ask for actions to be taken. The Service Provider can also perform self-evaluation, without the results of it being binding to the Contracting Authority. The Contracting Authority will closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

4. SCOPE OF SERVICE

The security service provider will be responsible for:

- Reinforcing manpower at Enabel upon request during disturbances, demonstrations, strikes, or whenever required.
- Liaising with authorities, including local administration, police, and relevant government agencies, when needed.
- Monitoring entry points, ensuring vigilant control of all visitors—including staff and stakeholders—and reporting any suspicious incidents to the Enabel security focal person.

- Checking all incoming and outgoing materials and vehicles to prevent unauthorized access or removal of persons, property, or equipment.
- Maintaining a 24-hour incident log and reporting major and minor events to the Enabel security focal person.
- Keeping required registers and logbooks for materials and vehicle movements.
- Investigating and reporting incidents such as theft, fire, indiscipline, or any unauthorized or criminal activities within Enabel premises.
- Protecting Enabel premises, assets, and staff property from internal and external threats.
- Provide a 24-hour monitored alarm response system consisting of an alarm control panel, motion detector(s), panic button(s), alarm siren, communication transmitter, and backup battery. The system shall be connected to a central monitoring station and shall provide immediate dispatch of a mobile response team upon alarm activation. Routine maintenance and technical support shall be included.
- Providing additional security during VIP visits, events, or special activities, with advance notice when possible; payments will follow agreed rates.
- Guiding visitors to appropriate locations.
- Performing any additional mutually agreed security tasks requested by Enabel.

Prohibitions to Guards on Duty (but not limited to the following):

- Doing work that does not relate to the guards' duties like washing staff vehicles.
- Sleeping while on duty.
- Reading books and playing games such as cards, chess, using social media such as Facebook, WhatsApp, TikTok, YouTube etc.
- Consumption of alcohol or use of drugs or other intoxicants while on duty.
- Abscondment, desertion from duty.
- Delegating guarding to someone else without prior appropriate permission.
- To receive/host personal visitors at any time on duty.
- Use of inappropriate/abusive/vulgar language.
- Any other misconduct exhibited by guards, inspectors or staff of service provider in line with execution of duties

Number of security guards: Three (3) per office—one for the day shift and two for the night shift. One night-shift guard must be armed.

Deployment schedule

Shift	Time	Personnel	Equipment needed
Day Shift	06:00 – 18:00	1 guard	Company uniform Raincoats (for rainy seasons) Whistle & identification badge Logbooks for documentation Mobile phone
Night Shift	18:00 – 06:00	2 guards	In addition to the equipment above, One (1) gun

			Reflective vests (for night shifts) LED torchlight / rechargeable flashlight
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5. PROJECT MANAGEMENT

A kick off meeting with the service provider shall take place in Dar es salaam at the start of the performance within which the Security Guard Standard Operating Procedures [SOPs] shall be discussed. The aim shall be to discuss with the Contracting Authority the general implementation of the project, the work plan and the communication with the project management team. The meeting will also aim at clarifying to the Service provider the roles and responsibilities of the Contracting Authority during the implementation.

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

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

The Service provider shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise.

Furthermore, the Service provider shall be obliged to ensure that the guards comply with and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities.

The Service provider shall also ensure timely and accurate invoicing for services delivered as well as any required reporting.

Without prejudice to any of the outputs/deliverables as outlined above, the Service provider shall on request, provide overview reports with, at a minimum, the following characteristics:

- Frequency: on request
- Content, at least:
 - Incident reports.
 - Report data shall include all relevant references, dates, and subject of the report

Inspection Plan

A Daily Occurrence Book (DOB) shall be maintained at all duty posts for the record of all activities at the post and must be completed by the Supervisor or senior guard on duty. The DOB is an important document and shall be well maintained in a neat and tidy manner. All entries are to be made in English and must include the details of each incident, bearing in mind that this information may be required for investigations. In addition, all security equipment handed over to incoming duty guards shall be recorded in the DOB. The DOB must be signed by Security focal person/staff or Security Advisor at a given Enabel facility who monitor the Guard Post with appropriate comments.

6. EXPECTED OUTCOMES

The security service provider is expected to achieve the following outcomes:

a) 24/7 Security Coverage

Continuous deployment of qualified guards—including one armed night shift guard—to ensure full protection of Enabel.

b) Strict Access Control

Effective monitoring of all people, vehicles, and materials entering or exiting the premises to prevent unauthorized access.

c) Rapid Incident Response

Immediate reinforcement of security personnel during disturbances or emergencies, with prompt reporting of any incidents.

d) Protection of People and Property

Safeguarding of Enabel staff, visitors, assets, and premises against internal and external threats.

e) Accurate Reporting & Documentation

Proper maintenance and submission of logs, incident reports, and registers to the designated Enabel security focal person.

7. TECHNICAL OFFER

The tenderers shall submit a technical proposal including the following:

- Emergency response procedures for medical emergencies, fire incidents, security threats, civil unrest and natural disasters.
- Response and coordination arrangements, including the availability of a rapid response team, communication systems, and coordination with local police, fire and medical services.
- Training and preparedness of deployed guards, including first aid, emergency procedures and incident management.
- Incident reporting and communication, including reporting procedures, emergency contact lists and mechanisms for documenting incidents and lessons learned

The proposal should demonstrate the tenderer's capacity to respond quickly and effectively to emergencies affecting Enabel.

The Technical Offer shall not exceed **10 pages** (A4), excluding the cover page and table of contents. Technical Offers exceeding 10 pages will be considered irregular.

6 SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

- 1.1. The tenderer shall submit financial statements for the last three completed financial years (2023, 2024 and 2025). The financial statements shall be audited and certified by a Registered Certified Public Accountant or an equivalent professional body recognized in the country of registration.
- 1.2. Where the audited financial statements for 2025 are not yet available at the time of tender submission, the tenderer may submit management accounts or unaudited financial statements for 2025.
- 1.3. The submitted financial statements demonstrate an average annual turnover of at least EUR 100,000 over the last three (3) financial years.

Note: The minimum turnover requirement is intended solely to assess the tenderer's financial capacity and does not represent the estimated value or budget of the contract

TECHNICAL AND PROFESSIONAL APTITUDE

1. REFERENCES

The tenderer must provide at least two (2) references demonstrating experience in provision of security services completed within the last five (5) years. References shall be supported by contracts, purchase orders, certificates of completion, or signed reference letters.

2. LICENCE

The tenderer must submit a valid licence authorising it to provide private security services in Tanzania.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) List of Subcontractors (see clause 2 of chapter 8 Forms);
- (c) Tender form - Prices (clause 3 of chapter 8 Forms)
- (d) The European Single Procurement Document (ESPD) (for each participant for tenders submitted by a group as well as for other entities, in particular Subcontractors or independent subsidiaries, whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude) (see clause 13 of chapter 3 Award Procedure);
- (e) All documents demanded in 6 Selection file (see clause 15 of chapter 3 Award Procedure);
 - a Financial statements for the past 3 financial years (2023-2025)
 - b References
 - c Licence
- (f) All documents demanded in clause 17 of chapter 3 Award Procedure (award criteria);
- (g) Technical Offer
- (h) **Power of attorney:** The Bidder shall include in his tender the power of attorney empowering the person signing the bid on behalf of the company, joint venture or consortium. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly;
- (i) **Incorporation certificate:** The Bidder shall include in his tender the incorporation certificate from the competent authority.
- (j) **Criminal record certificate:** At the latest before award, the bidder must provide a criminal record certificate (Police clearance) of the person mandated to commit for the firm
- (k) **Certificate 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 2026.
- (l) **Certificate 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.

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:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ other (please specify):
REGISTRATION NUMBER (if applicable)	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE DD MM YYYY	SIGNATURE



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>	- FOR PROFIT - NOT FOR PROFIT - 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	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE



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	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. LIST OF SUBCONTRACTORS

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

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

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

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. The tender also includes **a separate ESPD** for the entities in the meaning of paragraph 1.

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

3. TENDER FORM - PRICES

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.

No.	Item	Unit	Estimated number	Estimated duration in months	Unit price Incl. WHT and Excl. VAT	Total Incl. WHT and Excl. VAT
1	Armed Guard	Month	3	48	€	€
2	Unarmed Guard	Month	6	48	€	€
3	Alarm system	Month	3	48	€	€
	Sub-Total: Incl. WHT and Excl. VAT (A)					
	WHT to be retained at source: 5% of (A) for local bidders or 15% for international bidder (B)					€
	VAT (if applicable) (C)					€
	NET to be paid to the bidder (D) = (A-B+C)					€
	GRAND TOTAL Incl. WHT and VAT = (A + C)					€

Tenderers shall quote for all items listed in the price form,

- The use of this form to quote for prices is mandatory.
- The tenderers are requested to quote for all items listed above.
- All prices should be quoted in Euros, exclusive of VAT, and inclusive of any applicable withholding tax and other costs.
- Enabel may be exempted from VAT in Tanzania depending on the project. For this contract, if a VAT exemption applies, a VAT exemption certificate will be provided in lieu of VAT payment. Where no VAT exemption applies, VAT shall be payable in accordance with the applicable tax legislation.
- The rates quoted shall apply to all office locations covered under this framework contract. Initially, the services will be required at the offices in **Mwanza, Kasulu, and Kigoma**. The Contracting Authority may add other locations within Tanzania during the contract period, and the quoted rates shall remain applicable.
- The totals shall be calculated by multiplying the quoted monthly unit price per security guard (or alarm system) by the estimated number of guards (or alarm system) and the estimated number of months indicated in the above table. The quantities are estimates only and do not constitute a guaranteed minimum order.
- 48 months is the maximum contract duration.

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

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

9 ESPD MODEL

1. ESPD MODEL