



TENDER SPECIFICATIONS

Public work contract for “**Construction of the Fencing wall in Michakaini ZEEA and Finishing works.**”

Reference №: **TZA22002-10381**

Country: **Tanzania**

Negotiated Procedure without Prior
Publication

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
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<i>Deadline for submission of tenders:</i>	15th October 2026 at 4:00 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

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) Enabel's policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabel's policy regarding fraud and corruption risk management – June 2019.

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

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

3. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a works contract for construction of the fencing wall in Michakaini ZEEA and finishing works.
- 1.2. Description of the works: completion of the outstanding finishing works and construction of the perimeter fence for the Common Facility Centre.

2. LOTS

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

3. ITEMS

- 3.1. This public contract consists of the items listed in the corresponding Bill of Quantities (BoQ).
- 3.2. The items included in the BoQ constitute one indivisible contract. Tenderers must provide unit prices and total prices for all items included in the BoQ. Partial offers covering only some of the items shall not be accepted.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and ends upon final acceptance of the works.

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.

3 AWARD PROCEDURE

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, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platforms:

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

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Lutufyo Mwakipesile

Procurement Officer

lutufyo.mwakipesile@enabel.be

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

3.2. Requesting clarifications

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

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

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his

coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

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

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
 - (a) English.
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 4 of chapter 8 Forms)
 - (d) 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.
- 5.6. The tenderer also attaches the following to his tender:
 - (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 5 of chapter 8 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.

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

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

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

8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his prices any charges and taxes generally applied to the works, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.
As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**.
- 8.2. The 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:
 - (e) Where applicable, the measures imposed by occupational safety and worker health legislation;
 - (f) All works and supplies, such as bracing, sheet piling, and drainage, necessary to prevent landslips and other damage and to remedy these if required;
 - (g) The perfect preservation, potential relocation, and redeployment of cables and pipes encountered during excavation, earthworks, and dredging, provided that these actions are not legally the responsibility of the owners of such cables and pipes;
 - (h) Removal, within the confines of the excavations, earthworks, and dredging necessary for construction, of: a) Earth, mud, gravel, stones, rubble, riprap, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris, and waste materials; b) Any rock, regardless of size, where the procurement documents specify that the earthworks, excavation, and dredging are to be carried out in rocky terrain, and, in the absence of this statement, any rock and any blocks of masonry or concrete with an individual volume not exceeding half a cubic metre;
 - (i) The transportation and disposal of excavated material, either away from the property of the contracting authority or to locations within the sites for re-use, or to designated dumping sites, in accordance with the procurement documents;
 - (j) All overheads, incidental expenses, and maintenance costs during the performance of the contract and the warranty period;

- (k) Customs and excise duties.
- (l) Acceptance costs:
- (m) Any additional works which, by their nature, depend on or are associated with those described in the procurement documents.

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

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

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

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

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

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

9.3. The tenderer submits their tender as follows:

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

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

- **TZA22002-10381: Construction of the fencing wall in Michakaini ZEEA and finishing works.**

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

9.4. **Tenders must be submitted no later than 15th October 2026 at 4:00 PM (EAT),** in the following ways:

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

Enabel,

Belgian Agency for International Cooperation

14/15 Masaki, Haile Selassie Road,

Oasis Office Park,

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

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

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

A tender submitted by email will be rejected.
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10. TENDER SIGNATURE

- 10.1. **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.
- 10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Tenders must be in the possession of the contracting authority before **15th October 2026 at 4:00 PM (EAT)**.
- 11.2. The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 5 of chapter 8 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.

- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.

- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful contractor for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

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

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Quality of proposed methodology (Work processes, Construction and installation techniques from contract award to end of DLP). 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 will receive lower scores.	30	The evaluation committee will award points out of 30 based on the quality of the proposal
Quality of proposed Project Management: - A clear, realistic work programme (Gantt type – Ms Project or Excel) - 10 points - Quality Control Plan – 10 points - Risk Management plan (at least 5 potential risks and mitigation measures) – 10 points 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.	30	The evaluation committee will award points out of 30 based on the quality of the proposal

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Price	40	Points tender A = (Amount of lowest tender / Amount of tender A) *40

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

16. AWARDING THE PUBLIC CONTRACT

- 16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

17. CONCLUDING THE CONTRACT

- 17.1. 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.
- 17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 17.3. The full public contract consists of the following documents:
 - (a) These tender specifications and their annexes;
 - (b) The approved BAFO and all of its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.

SECTION (A) - GENERAL

2. USE OF ELECTRONIC MEANS (ART. 10)

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

3. MANAGING OFFICIAL (ART. 11)

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

4. CONFIDENTIALITY (ART. 18)

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

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

4.3 The contractor further undertakes to:

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

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

5. PROTECTION OF PERSONAL DATA

5.1. Processing of personal data by the contracting authority

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

5.2. Processing of personal data by the contractor

Where during contract performance, the contractor processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply :

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

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

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

6. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

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

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

SECTION (B) - FINANCIAL GUARANTEES

7. INSURANCE (ART. 24)

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

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1 Scope and amount (Art. 25)

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

8.2 Nature of the performance bond (Art. 26)

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

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

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

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

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

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

8.4 Posting of the performance bond (Art. 27)

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

- (a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety : By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;
- (d) Guarantee: Provide the deed of undertaking of the credit institution or the insurance company. The Contracting Authority reserves the right, at its sole discretion, to reject guarantees issued by insurance companies and to require that the guarantee be issued by a bank or other financial institution acceptable to the Contracting Authority.

8.5 Proof of deposit (Art. 27)

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

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

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

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

8.6 Release of bond

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

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

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

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

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

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

- 11.1. The contractor must prepare, at their own expense, all detailed plans and work plans required for the successful performance of the contract.
- 11.2. The procurement documents specify which plans require approval by the contracting authority. The contracting authority has 30 days to approve or reject the plans, starting from the date of their submission.

Any corrected documents must be resubmitted for approval, with the contracting authority having 15 days to review them, provided the corrections do not result from new demands made by the contracting authority.
- 11.3. This clause 11 also applies to the other documents and objects that the contractor prepares or produces to complete the contract.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

12.1. Scope

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

12.2. Nature of the amendment

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

12.3. Conditions under which this revision clause may be used

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

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

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

- (e) 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 ;
- (f) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

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

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

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

Price revisions are not allowed under this contract.

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

- 14.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 14.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 14.3. When activities are suspended, based on this clause 14.3, the contractor is required to take all necessary precautions, at his expense, to protect the works already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 14.4. The contractor has a right to damages for suspensions ordered by the contracting authority when:
 - (f) 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;
 - (g) 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;
 - (h) The suspension occurs during the contract's performance period.

15. UNFORESEEABLE CIRCUMSTANCES

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

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

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

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

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

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

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

18. MEANS OF CONTROL (ART. 82)

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

SECTION (F) - PERFORMANCE MODALITIES

19. PERFORMANCE PERIOD (ART. 76)

- 19.1. The contractor must complete the works within **90 (ninety) calendar days**, starting from **the site handover date**.

20. PROVISION OF LAND (ART. 77)

20.1. The works must be carried out at the following address:

S/No	Common Facility	Latitude (S)	Longitude (E)
1	Michakaini - ZEEA	-5.239688	39.773723

20.2. The contractor shall be liable for any damage to private property, including land owned by adjoining landowners, occurring during the execution of the works or while storing materials.

20.3. 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.

21. LABOUR CONDITIONS (ART. 78)

21.1. 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.

21.2. 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.

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

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

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

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

- 22.5. 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.

23. WORKS LOGBOOK (ART. 83)

- 23.1. Upon reception of the notification of contract conclusion, the contractor shall provide the necessary works logbooks to the contracting authority.
- 23.2. Once the works have commenced, the contractor shall submit two copies of the works logbooks, containing all the required information, on a daily basis to the representatives of the contracting authority. This information includes:
- (a) Weather conditions;
 - (b) Interruptions to work caused by adverse weather conditions;
 - (c) Working hours;
 - (d) The number and capacity of workers employed on the site;
 - (e) Materials supplied;
 - (f) Equipment used and equipment out of service;
 - (g) Unforeseen events;
 - (h) Minor amendment orders;
 - (i) Attachments and quantities performed for each item and in each zone of the construction site. These attachments must accurately and comprehensively represent all work performed, including quantities, dimensions, and weights.
- 23.3. Failure to provide the above documents may result in the application of penalties.
- 23.4. 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.
- 23.5. If any observations are deemed unjustified, the contractor will be notified by registered letter.

24. LIABILITY OF THE CONTRACTOR (ART. 84)

- 24.1. The contractor shall be held liable for all works performed by him or his subcontractors until the final acceptance of all works.
- 24.2. 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.
- 24.3. Any repairs to address shortcomings shall be performed in accordance with the instructions of the contracting authority.

25. FAILURE OF PERFORMANCE (ART. 44)

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

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

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

25.2. 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.

25.3. 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".

26. PENALTIES (ART. 45)

26.1. Due to the significance of the works, the following penalties will be imposed automatically, without prior notice, for each breach, at a daily rate of **EUR 250** for every calendar day of non-performance:

- (a) Non-delivery of administrative and technical documents: This penalty applies if the contractor fails to deliver the required documents by the deadlines set during construction site meetings or by administrative order.;
- (b) Absence from construction site or coordination meetings: A penalty will be imposed for every absence where the contractor has not attended or has not been validly represented at meetings they were required to attend.;
- (c) Delay in executing observations or administrative orders of the contracting authority via the managing official: If observations, especially those from construction site visits (e.g., painting orders) or following acceptance, are not addressed by the deadlines set by the managing official, the contractor will incur a daily penalty until the issue is resolved.;
- (d) Change of key staff members without prior approval from the contracting authority: A lump sum penalty will apply per day of non-compliance, until either the managing official receives the contracting authority's approval for the new staff member or the replaced staff member resumes their duties, or both parties agree on an acceptable replacement. Penalties will not be reversed retroactively, even if an agreement is reached later.

26.2. In accordance with Article 44 § 2 of the "GIR", if a shortcoming is identified in relation to any of the above stipulations, the contracting authority may grant the contractor a period to address the shortcoming and inform the contracting authority of the repair either by registered post or e-mail (with proof of the exact dispatch date). In this case, the contractor will be notified of the repair deadline, along with the failure of performance report mentioned in Art. 44 § 2 of the "GIR".

- 26.3. If no deadline is specified in the registered letter or e-mail, the contractor must repair the shortcomings without further delay.

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

- 27.1. 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”.
- 27.2. If the works are not completed within the period specified in clause 19, a fine will be automatically applied for each day of delay as follows:

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

Where:

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

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

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

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

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

- 27.3. 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.

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

- 28.1. 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 28.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the contractor has explicitly acknowledged the identified shortcomings.

- 28.2. The measures as of right are:

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

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

29. 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.

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

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

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

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

Where:

$e_1, e_2, \dots, e_n$ 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;

$t_1, t_2, \dots, t_n$ 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.

SECTION (H) - END OF THE PUBLIC CONTRACT

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

- 31.1. 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.
- 31.2. 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.

- 31.3. 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 32).

- 31.4. The warranty period will commence on the date provisional acceptance is granted and will last for **12 (twelve) months**.
- 31.5. Within **15 (Fifteen) calendar days** before the expiry of the warranty period, a report confirming final acceptance or refusal of acceptance will be issued.
- 31.6. The contractor remains liable for all works performed by themselves or their subcontractors until final acceptance of all works.
- 31.7. 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.

- 31.8. 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".

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

- 32.1. 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.
- 32.2. Only works that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 32.3. The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: tanzania.admin@enabel.be Cc oscar.mlay@enabel.be. The invoice must include:

- (a) The attached purchase order;
- (b) The corresponding delivery notes or acceptance report signed by the managing official

(c) The physical copy of EFD Receipt.

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

32.5. The Contractor shall be paid for works that have been duly inspected, verified, and approved by the Managing Official. The invoiced amount shall not be less than EUR 20,000, except for the final invoice.

32.6. For payment to be affected, the Contractor shall submit a formal request for work measurement to the Managing Official. Upon receipt, the Managing Official shall arrange for joint measurement of the work carried out. The results of the joint measurement shall be recorded, agreed upon, and signed by both the Enabel Site engineer and the Contractor, and shall form the sole basis for certification and payment.

33. ADVANCE PAYMENTS

33.1. Notwithstanding clause 32.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the contractor.

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

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

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

33.3. No advance is granted before:

- (d) Notification of the conclusion of the public contract;
- (e) A written dated demand submitted to the contracting authority;
- (f) 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.

33.4. Payment of the advance may be suspended if it is found that the contractor does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

33.5. The advance granted is charged to the amounts owed to the contractor, as follows: The first half of the advance payment shall be offset against the sums due to the contractor when the value of the works performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the contractor when the value of the works performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

1. GENERAL INTRODUCTION

Enabel Tanzania is implementing the SASA Programme, funded by the European Union, to improve the livelihoods of women and youth in Pemba through green economy initiatives. In partnership with the Zanzibar Economic Empowerment Agency (ZEEA) and other stakeholders, the programme is establishing the Common Facility Centre (CFC) in Michakaini to serve as a hub for entrepreneurship development, business incubation, and value addition. The facility will provide modern production infrastructure and equipment to strengthen the capacity of local entrepreneurs to produce quality products that meet national and international market standards.

Construction of the Common Facility Centre has reached a satisfactory stage, with the food processing and cosmetics production areas largely completed. However, several critical finishing works remain, including installation of air conditioning units, aluminium doors and windows, tiling, plumbing, electrical finishing, and construction of the perimeter fence. These outstanding works are essential to ensure the facility is secure, fully functional, and ready for operation. Therefore, this Terms of Reference (TOR) has been prepared to guide the completion of the remaining finishing works and the construction of the perimeter fence, enabling the timely operationalization of the Common Facility Centre.

2. CONTRACT MANAGEMENT

1. 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 contracting authority related to guidance or adherence to the drawings, specifications, progress of the work or administrative requirements in the contract.

Where the Contractor needs to issue instructions related to variations that increase the value of the contract, s/he will have to notify the contracting authority for approval or rejection.

b. Progress photographs and report:

The Contractor shall:

- i. Share two pictures of work progress every evening in the WhatsApp site group created by the contracting authority.
- ii. Prepare three sets of progress photographs on the first day of each month during the construction period.
- iii. Mount the progress photographs at site and submit a copy of the photographs to the Contracting authority.
- iv. Prepare a short monthly report incorporating the photographs and describing the progress achieved and supported by an up-date of the construction programme. Any sense of delay shall be reported immediately to the contracting authority in order to find a solution.

c. Completion of construction and Take-Over by Contracting authority:

The construction stage shall end, and the Works shall be taken over by the contracting authority once all Works have been executed and completed in accordance with the tender documents and a Taking-Over Certificate has been issued by the contracting authority to the contractor.

At the practical (or substantial) completion date, 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 test all works and installations in the presence of the contracting authority.

At this stage, the contractor shall also start preparing sustainable operating and maintenance manuals emphasizing energy savings, water saving, waste management, plumbing systems, switching off lightings, shutting off water taps, damage reporting, the use of fire extinguisher, etc.

As-built drawings shall also be prepared for submission.

The completed buildings and site shall be handed over to the Contracting authority within 7(seven) days of the completion date. The Contractor shall coordinate and oversee all handover activities in accordance with the construction contract.

d. As-built drawings

Prepare, compile, and provide to the Contracting authority as-built drawings, installation schedules, and operation and maintenance manuals at the completion of the project.

2. Stage 2: Post Construction Stage

a. Rectification of defects:

The contracting authority and Contractor shall:

- i. Carry out a detailed inspection of possible defects during and at the end of a twelve-month defects' liability period
- ii. Conduct interim visits and inspections or testing during the defects liability period where remedial measures are necessary to ensure the safety or continued normal use of the buildings.
- iii. Arrange follow-up meetings to confirm that remedial work has been fully completed.
- iv. Conduct basic user training on the operation and routine maintenance of installed mechanical and electrical equipment, including air-conditioning units, water pumps and other relevant systems supplied under the contract

b. Completion Certificates:

The Contracting authority shall prepare and issue completion certificates to the contractor, defects correction certificates, and final payment certificates in accordance with the works contract and to signify full completion 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:

- i. 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).
- ii. The contractor shall document and agree with the Contracting authority the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed.
- iii. The contractor and the Contracting authority representatives shall jointly sign the project completion report and confirm the persons responsible for each step of the acceptance process, the required post-contract support required and the persons responsible.
- iv. The Contracting authority shall convene and hold a contract close-out meeting attended by the stakeholders, end users, and contractors which the completion report is among other items approved and signed off.
- v. 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

- vi. 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.
- vii. 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.
- viii. When the works are completed and in view of provisional acceptance, the building contractor is to submit technical files including when applicable:
 - ix. technical specifications with brands names, types, origin of the equipment installed,
 - x. users manuals, explaining the functioning of all equipment,
 - xi. 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...),
 - xii. and test reports, tuning and adjustment reports.

Framework for site supervision

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

- i. Site presence: The Contractor shall maintain on site presence, including a full-time Site Engineer available at the construction sites.
- ii. Site engineer: The contractor shall have a site engineer assigned to the project who will be the contact person for the Contracting authority. This engineer will oversee the works and coordinate communication.
- iii. Weekly consultative meetings: The Contractor shall participate in mandatory weekly online meetings of approximately 30 minutes to provide progress updates and agree on next steps.
- iv. Monthly site meetings shall be held on-site following a joint inspection. The Contractor shall ensure the attendance of the Managing Director, Technical Director, or an authorized representative holding Power of Attorney.
The meeting date shall be communicated at least 14 calendar days in advance. Each meeting shall be formally recorded through minutes of meeting, duly signed by all participants.
- v. Daily inspections: Daily inspection of the works shall be carried out by a contracting authority representative who will directly report to the Enabel project manager.
- vi. Random checks: Random checks will be conducted by the contracting authority' project staff. This team will be responsible for the implementation of the civil works investment of the project, including supervision of the procurement of works, supplies and services as well as capacity building, awareness-raising, and collection and dissemination of lessons learned.
- vii. Local government supervision: Regional and district engineers shall regularly check the work progress.
- viii. Community involvement: The community will support oversight by verifying the mobilization of quality materials, as this is a community-involved project. However, the Contractor shall only act upon instructions formally approved by the Contracting authority—community requests alone shall not be acted upon.
- Material approval: No material shall be incorporated into the Works without prior approval of the Contracting Authority or its designated representative.
- ix. Defect liability period: The Defects Liability Period (DLP) shall commence after the Taking Over/provisional acceptance and last 365 calendar days.

Health, Safety and Environmental (HSE) Requirements

The Contractor shall be responsible for maintaining safe working conditions throughout the execution of the Works and shall comply with all applicable occupational health, safety and environmental requirements. Before commencement of the Works, the Contractor shall prepare and implement a site-specific HSE Plan acceptable to the Contracting Authority.

The Contractor shall, at minimum, provide appropriate personal protective equipment (PPE), maintain safe access to the site, secure and barricade excavations and hazardous work areas, implement safe working-at-height and electrical-isolation procedures, provide first-aid arrangements, maintain good housekeeping, control dust and noise, manage construction waste appropriately, and immediately report accidents, incidents and unsafe conditions to the Contracting Authority.

The Contractor shall ensure that all workers and subcontractors receive appropriate safety instructions and toolbox briefings and shall remain fully responsible for compliance with HSE requirements throughout the contract period.

3. MATERIALS REQUIREMENTS AND SPECIFICATIONS

S/No	Description	Quantity
1	Excavation of the Foundation trenches 1m from the ground level	Excavations must be carried out to the specified widths, depths, and levels shown in the drawings, with working space already included in the measured quantities. This working space is set at 1.00 metre for work requiring formwork deeper than 1 metre, and 0.30 metre for work requiring formwork not exceeding 1 metre in depth. Formwork is generally not measured for plain concrete foundations and column bases, so excavations for these are taken at net dimensions. However, formwork and working space are included for reinforced concrete foundations, column bases, columns, and walls. Excavation measurements will only be adjusted if the engineer changes the formwork requirements, while temporary supports like planking and strutting are not considered formwork.
2	Casting of the 5cm blinding at the base of the foundation trenches C15	C15 concrete blinding consists of a 50 mm thick layer of low-strength concrete placed at the base of foundation trenches to provide a clean and level working surface. It is typically made using a nominal mix ratio of 1:3:6 (cement, sand, and coarse aggregate) with a maximum aggregate size of 20 mm, and a characteristic compressive strength of 15 N/mm ² at 28 days. The blinding is laid on a well-trimmed and compacted subgrade, then spread, leveled, and lightly compacted to achieve an even surface. Its main purpose is to prevent contamination of structural concrete, protect reinforcement, and ensure proper positioning of foundation elements, with curing carried out for at least 7 days to achieve adequate strength.
3	Masonry of the Foundation walls 23cm wide with blocks of 15cm by 23cm by 450cm with the masonry piers at every 3m	Foundation wall masonry shall be constructed to a width of 230 mm using concrete blocks of size 150 mm × 230 mm × 450 mm, laid in cement mortar of appropriate mix (typically 1:4). The blocks shall be properly aligned, leveled, and bonded with staggered vertical joints, ensuring full mortar bedding and joint thickness not exceeding 10 mm. All masonry shall be carried out on the prepared foundation base with proper line and level control. Masonry piers shall be provided at intervals of 3.0 metres along the wall to enhance structural stability and load distribution. The piers shall be integrally bonded with the wall masonry and constructed using the same block type and mortar, ensuring proper interlocking. All work shall be properly cured for a minimum of 7 days, with surfaces kept moist to achieve the required strength and durability.

4	Form working for the Underground Beam	Formwork shall be of timber, rigid, properly braced, and tight to prevent leakage of concrete. Surfaces in contact with concrete shall be smooth and treated with release agent. It must maintain correct line, level, and shape until concrete gains strength.
5	Concrete Underground Beam C20	Concrete grade C20 with characteristic strength of 20 N/mm ² at 28 days, nominal mix approx. 1:2:4, max aggregate size 20 mm. Proper mixing, placing, vibration, and curing (minimum 7 days).
6	Rebars for the underground beam Y12 BS 500	High yield deformed steel bars conforming to BS 4449. Y12: Main reinforcement Bars to be clean, cut, bent, and fixed as per drawings with proper cover and binding wire.
7	Rebars for the underground beam Y8	High yield deformed steel bars conforming to BS 4449. Y8: Links/stirrups Bars to be clean, cut, bent, and fixed as per drawings with proper cover and binding wire.
8	Masonry of the fence walls 2.4m high, 15cm wide with blocks of 15cm by 23cm by 45cm with the masonry piers at every 3m	150 mm thick block wall using 150×230×450 mm blocks, mortar 1:4. Piers at every 3 m, integrally bonded. Walls straight, plumb, cured 7 days.
9	Installation of the concrete coping	Precast or in-situ concrete (C20) coping, properly shaped, smooth finished, and fixed on wall top with mortar. Weathered to shed water.
10	Plastering of the wall	Cement-sand plaster (1:4 or 1:5), 12–15 mm thick, smooth finish, properly cured for 7 days.
11	Bitumen paint	Painting three coats of bituminous paint to the foundation wall
12	Weather guard Paint	Skimming to obtain a smooth finish, clean, prime and then Apply water-based weather guard paint to whole wall including coping. Exterior acrylic weather-resistant paint applied in minimum 2 coats over primed surface, durable and UV resistant.
13	Cut and opening for window placement and Placement of the Aluminium window 4m x 5m	Demolish/cut masonry wall 4mx5m to introduce an opening, make it good by straightening the corners. Supply and fix aluminium alloy windows; natural anodized finish; glazed with 5/6mm thick one-way reflective glass; all complete with all fittings; accessories and fasteners; fixing to blockwork and / or concrete work; silicon sealant and weatherstripping.
14	Construction of the walkway from the entrance of the building to the toilet with the masonry kerbing 34cm hardcoring	The walkway shall be constructed on a properly prepared formation to ensure durability, stability, and adequate load-bearing capacity. The subgrade shall first be cleared of all vegetation, loose materials, and organic matter, and then levelled and compacted to the required formation level. A 340 mm thick layer of hardcore (crushed stone or approved quarry material) shall be laid in layers not exceeding 150 mm

	sand blinding 5cm and concrete C20 10cm	and each layer thoroughly compacted using mechanical compaction equipment to achieve a dense and stable base. The hardcore shall be well-graded, free from clay, organic impurities, and oversized stones, and properly levelled to receive the next layer. A 50 mm sand blinding layer of clean, well-graded sand shall be spread evenly over the compacted hardcore and lightly compacted to fill voids and provide a smooth surface. On top of this, a 100 mm thick concrete slab of grade C20 (minimum strength 20 N/mm² at 28 days, nominal mix 1:2:4) shall be placed, properly vibrated or compacted, and finished to a smooth, even surface with slight falls where necessary for drainage. The concrete shall be cured for at least 7 days to ensure strength development. The edges of the walkway shall be finished with masonry kerbing, constructed using concrete blocks or stones laid in cement mortar (1:4), properly aligned, jointed, and finished to provide edge restraint and prevent lateral movement of the slab. All work shall comply with standard construction practices and be executed to the required line, level, and slope.
15	6ft by 6 ft Aluminium window in a food Processing Area	Supply, fabricate and fix 6ft x 6ft aluminium window at Food processing area heavy-duty aluminium sliding window units with top-hung transom, fabricated from extruded aluminium alloy 6063-T5/T6; main frame 100×50 mm (1.4–1.8 mm thick), sliding shutters 26×50mm (1.2–1.4 mm thick) with 26×50 mm interlock (1.8 mm thick); glazed with 5 mm tinted float glass with machine-polished edges, fixed with EPDM gaskets; complete with aluminium-framed stainless steel mosquito net (Grade 316), friction stays, safety restrictors, locks, rollers and all necessary ironmongery; powder-coated finish (60–80 microns) colour as approved; including mullions, transoms, glazing beads and all accessories; fixed to concrete/blockwork openings, sealed all round complete.
16	5 ft by 5 ft Aluminium window in a food Processing Area	Supply, fabricate and fix 5ft x 5ft Aluminium window at Food processing area heavy-duty aluminium sliding window units with top-hung transom, fabricated from extruded aluminium alloy 6063-T5/T6; main frame 100×50 mm (1.4–1.8 mm thick), sliding shutters 26×50mm (1.2–1.4 mm thick) with 26×50 mm interlock (1.8 mm thick); glazed with 5 mm tinted float glass with machine-polished edges, fixed with EPDM gaskets; complete with aluminium-framed stainless steel mosquito net (Grade 316), friction stays, safety restrictors, locks, rollers and all necessary ironmongery; powder-coated finish (60–80 microns) colour as approved; including mullions, transoms, glazing beads and all accessories; fixed to concrete/blockwork openings, sealed all round complete.
17	4ft by 8ft Aluminium door	Supply and Install an Aluminium hinged Door (overall size: 4ft x 8ft), made up of 100 x 40mm series; 1.2mm thick; standard aluminium profile framing; ex-UAE; Infill 6mm frosted glass; complete with all necessary fitting and ironmongery.

18	Porcelain Floor tile works 400mm by 40mm non slippery	Supply and lay 400 mm × 400 mm porcelain floor tiles approved by the Site engineer suitable for wet environments. Tiles shall comply with the following minimum requirements: • Slip resistance rating of R10 or higher (DIN 51130) or approved equivalent. • Water absorption not exceeding 0.5% • Abrasion resistance of PEI Class IV or higher. • Resistant to common cleaning chemicals, detergents, oils, fats, and food-related contaminants. • Hygienic, non-toxic, stain-resistant, and easy-to-clean surface suitable for public institutional facilities. • Uniform colour, texture, size, and thickness throughout each area. • Minimum tile thickness: 8 mm. • Free from cracks, chips, warping, crazing, or other manufacturing defects. Installation: Tiles shall be laid on approved cement-sand water proofing adhesive type C800 and jointing with water proofing commix tile grout grade A; white or matching colour, true to line, level, falls, and alignment. Joints shall be uniform, generally 2-3 mm wide, and filled with approved waterproof grout matching the tile colour. The finished floor shall provide a durable, smooth, and even surface free from lipping, hollows, cracks, or other defects. In wet areas, the completed floor shall be laid to the required falls to ensure positive drainage and prevent ponding of water. The Contractor shall provide all tile trims, movement joints, edge finishes, adhesives, grouts, cutting, fitting, and all ancillary materials necessary for a complete installation.
19	Wall Tiles	Supply and fix first-quality glazed ceramic wall tiles of approved colour, finish, size, and manufacture on prepared wall surfaces using approved tile adhesive or cement-sand mortar. Tiles shall be suitable for kitchens, food preparation areas, food service areas, wash areas, laboratories, ablution facilities, and other hygienic environments. The tiles shall comply with the following minimum requirements: • Fully glazed ceramic wall tiles with a smooth, impervious, and easily cleanable surface. • Water absorption not exceeding 10% in accordance with the relevant international standard for glazed wall tiles. • Resistant to staining, moisture, mould growth, cleaning chemicals, detergents, oils, grease, and food-related contaminants. • Hygienic, non-toxic, non-porous, and suitable for environments requiring frequent cleaning and sanitation. • Minimum tile thickness of 6 mm. • Uniform colour, shade, dimensions, and finish throughout each area. • Free from cracks, crazing, chips, warping, surface defects, or other manufacturing imperfections. • Chemical resistance suitable for routine cleaning and disinfection using commonly available institutional cleaning products.

		Tiles shall be fixed plumb, true to line, level, and with continuous alignment. Joints shall be uniform, generally 2-3 mm wide, and filled with waterproof adhesive type C800 or equal and approved, jointing with water proofing conmix tile grout grade A; stain-resistant, and mould-resistant grout matching the tile colour. Internal corners, junctions with sanitary fittings, sinks, worktops, and other fixtures shall be sealed with approved sanitary-grade sealant where required. The finished wall surface shall be smooth, even, properly bonded, and free from hollow spots, lipping, cracks, discoloration, or other defects. All tile cutting, edge trims, corner beads, movement joints, adhesives, grout, sealants, and ancillary materials necessary for a complete installation shall be included in the rate. The wall tiles shall extend from finished floor level to a minimum height of 2.1 m.
20	12000 BTU A.C	12,000 BTU LG DUALCOOL™ or approved equivalent brand and shall comply with the following minimum requirements: Type: Split-type inverter air conditioner • Type : Split-type inverter air conditionner • Energy efficiency: Minimum energy efficiency rating equivalent to ISEER 4.4 or higher or the applicable national energy efficiency standard. • Power supply: Compatible with 220-240V, 50HZ, single-phase electrical supply. • Refrigerant type: R32 refrigerant or an equivalent environmentally friendly refrigerant with: Zero Ozone depletion potential (ODP), Global warming potential (GWP) not exceeding that of R32. • Noise level: Indoor unit: Maximum 35 dB(A) in normal operation and outdoor unit: Maximum manufacturer's stated operational noise level. • Compressor: Inverter-driven compressor technology. • Heat Exchanger protection: Anti-corrosion coating suitable for tropical and humid environments. • Copper tubing: 100% copper condenser and refrigerant piping. • Air Filtration: Washable air filter with anti-bacterial or anti-viral protection. • Smart protection Features: Low refrigerant, self-diagnosis and automatic restart following power interruption. • Warranty: Minimum 1- year comprehensive warranty covering parts and Labour and minimum 5-years warranty on compressor. • Installation: Supply and installation shall include all accessories necessary for a complete operational system including Indoor and outdoor mounting brackets, copper refrigerant piping, insulation, condensate drain piping, electrical cables and interconnections, circuit protection devices, testing and commissioning.

		• Drainage: Condensate drainage shall be properly piped and discharged to an approved location without causing nuisance, leakage or damage to the building. • Maintainability: Installation shall allow safe access for routine cleaning, servicing, refrigerant charging and repair. • After-Sales Service: The supplier shall provide local technical support, spare parts availability and maintenance services within Tanzania for the warranty period.
21	18000BTU A.C	18,000 BTU LG DUALCOOL™ or approved equivalent brand and shall comply with the following minimum requirements: Type: Split-type inverter air conditioner • Type: Split-type inverter air conditioner • Energy efficiency: Minimum energy efficiency rating equivalent to ISEER 4.4 or higher or the applicable national energy efficiency standard. • Power supply: Compatible with 220-240V, 50HZ, single-phase electrical supply. • Refrigerant type: R32 refrigerant or an equivalent environmentally friendly refrigerant with: Zero Ozone depletion potential (ODP), Global warming potential (GWP) not exceeding that of R32. • Noise level: Indoor unit: Maximum 35 dB(A) in normal operation and outdoor unit: Maximum manufacturer's stated operational noise level. • Compressor: Inverter-driven compressor technology. • Heat Exchanger protection: Anti-corrosion coating suitable for tropical and humid environments. • Copper tubing: 100% copper condenser and refrigerant piping. • Air Filtration: Washable air filter with anti-bacterial or anti-viral protection. • Smart protection Features: Low refrigerant, self-diagnosis and automatic restart following power interruption. • Warranty: Minimum 1- year comprehensive warranty covering parts and Labour and minimum 5-years warranty on compressor. • Installation: Supply and installation shall include all accessories necessary for a complete operational system including Indoor and outdoor mounting brackets, copper refrigerant piping, insulation, condensate drain piping, electrical cables and interconnections, circuit protection devices, testing and commissioning. • Drainage: Condensate drainage shall be properly piped and discharged to an approved location without causing nuisance, leakage or damage to the building. • Maintainability: Installation shall allow safe access for routine cleaning, servicing, refrigerant charging and repair.

		After-Sales Service: The supplier shall provide local technical support, spare parts availability and maintenance services within Tanzania for the warranty period.
22	24000 BTU A.C	24000 BTU LG DUALCOOL™ or approved equivalent brand and shall comply with the following minimum requirements: Type: Split-type inverter air conditioner - Type: Split-type inverter air conditioner - Energy efficiency: Minimum energy efficiency rating equivalent to ISEER 4.4 or higher or the applicable national energy efficiency standard. - Power supply: Compatible with 220-240V, 50HZ, single-phase electrical supply. - Refrigerant type: R32 refrigerant or an equivalent environmentally friendly refrigerant with: Zero Ozone depletion potential (ODP), Global warming potential (GWP) not exceeding that of R32. - Noise level: Indoor unit: Maximum 35 dB(A) in normal operation and outdoor unit: Maximum manufacturer's stated operational noise level. - Compressor: Inverter-driven compressor technology. - Heat Exchanger protection: Anti-corrosion coating suitable for tropical and humid environments. - Copper tubing: 100% copper condenser and refrigerant piping. - Air Filtration: Washable air filter with anti-bacterial or anti-viral protection. - Smart protection Features: Low refrigerant, self-diagnosis and automatic restart following power interruption. - Warranty: Minimum 1- year comprehensive warranty covering parts and Labour and minimum 5-years warranty on compressor. - Installation: Supply and installation shall include all accessories necessary for a complete operational system including Indoor and outdoor mounting brackets, copper refrigerant piping, insulation, condensate drain piping, electrical cables and interconnections, circuit protection devices, testing and commissioning. - Drainage: Condensate drainage shall be properly piped and discharged to an approved location without causing nuisance, leakage or damage to the building. - Maintainability: Installation shall allow safe access for routine cleaning, servicing, refrigerant charging and repair. - After-Sales Service: The supplier shall provide local technical support, spare parts availability and maintenance services within Tanzania for the warranty period.
Plumbing works		

23	Wash Hand Basin	Wash hand basins; white vitreous China; 32mm chromium plated chain waste 32mm plastic bottle trap concealed bracket with fixing clamps pair 12mm pillar taps 420 x 510mm; requiring plugging. fixing with brass screws to backgrounds
24	Water Pump – 0.75KW	Supply, install, test and commission a PEDROLLO CPm158 centrifugal water pump, 0.75 kW (1 HP), single-phase, 220-240V, 50Hz, or approved equivalent, suitable for clean water supply applications. The pump shall be of cast iron construction with brass or stainless-steel impeller, capable of delivering the required flow and pressure as indicated on the drawings. Supply shall include pump, motor, base plate, isolation valves, unions, non-return valve, pressure fittings, electrical connections, anchors, accessories, testing and commissioning. The complete installation shall operate smoothly, without leakage, excessive vibration or noise, and be handed over in a fully functional condition.
25-43	Pipe works in the building A. HDPE and Water Supply Pipework and Fittings –Pipe PN 16 – Supply Pipe PN 16	• Supply, deliver, install, joint, test and commission HDPE pipes and associated fittings of the sizes specified in the Bills of Quantities (BoQ). • Pipes shall be high-density polyethylene (HDPE), PN16 minimum pressure rating, manufactured in accordance with the relevant BS, ISO, or approved equivalent standards. • Fittings shall include tees, elbows, unions, nipples, reducers, adaptors, male connectors, female connectors and all other accessories required for a complete installation. • All fittings shall be of the same pressure class as the pipework and shall be compatible with the pipe material and jointing system. • Pipes installed underground shall be laid in trenches to the required line and level, including excavation, bedding, backfilling, compaction, testing, and reinstatement. • Pipes concealed within walls shall be installed in prepared chases and securely fixed before making good all disturbed wall finishes. • Threaded fittings shall be brass or approved corrosion-resistant material and installed using approved sealing compounds or PTFE tape. • Reducers, unions, tees, elbows, nipples, and connectors shall provide leak-free connections and allow easy operation, maintenance, and replacement where required. • The Contractor shall provide all supports, brackets, sleeves, anchors, bends, fittings, jointing materials, sealing materials, and accessories necessary for a complete installation. • Pipework shall be pressure-tested upon completion and shall show no leakage, deformation, or loss of pressure during the test period. • All installations shall be completed true to line, level, and alignment and in accordance with the Drawings and the Site engineer's instructions.

		• Rates shall include cutting, fitting, jointing, fixing, testing, commissioning, and all incidental materials and labour required for a complete and operational system.
44-47	Pipeworks in Building B. Waster and Vent Pipes	• Supply, install, joint, test and commission 38 mm diameter pipework complete with all fittings and accessories as indicated on the drawings and Bills of Quantities. • Pipework shall be of approved quality and suitable for the intended service, complying with the relevant BS, ISO, or approved equivalent standards. • Pipes concealed within concrete slabs shall be installed in preformed chases, sleeves, conduits, or recesses as required and securely fixed before casting or making good. • All pipework shall be laid true to line, level, gradient, and alignment, with adequate support and protection against mechanical damage. • Fittings shall include equal tees, elbows, plugged elbows, unions, reducers, adaptors, connectors, and all accessories necessary for a complete installation. • All fittings shall be compatible with the pipe material and pressure rating and shall provide durable, leak-proof joints. • Pipe joints shall be made using the manufacturer's approved methods and materials. • The Contractor shall allow for all cutting, bending, drilling, chasing, fixing, clipping, supports, brackets, sleeves, sealants, and making good of disturbed finishes. Upon completion, the pipework system shall be pressure tested and approved by the Site engineer before concealment or commissioning. • Rates shall include all labour, materials, fittings, jointing materials, testing, commissioning, and incidental works necessary to provide a complete and operational installation.
48-54	Pipe works in Building C: Soil and Pipes	• Supply, deliver, install, joint, test and commission uPVC drainage pipes and fittings, Class "C", of the sizes specified in the BoQ. • Pipes and fittings shall comply with the relevant BS, ISO, EN or approved equivalent standards for soil, waste and drainage installations. • The system shall include pipes, bends, tees, traps, gullies, connectors, reducers, access fittings, supports, brackets and all ancillary items required for a complete installation. • Pipes fixed to walls shall be securely supported using corrosion-resistant brackets, clips and fixings at the manufacturer's recommended spacing. • Pipes installed underground shall be laid in properly excavated trenches on approved bedding, true to line and gradient, and surrounded with suitable backfill material.

		• All joints shall be watertight and formed using approved solvent weld, rubber ring seal, or push-fit jointing systems in accordance with the manufacturer's instructions. • Fittings shall provide smooth flow, adequate access for maintenance, and effective prevention of leakage, blockage and foul air escape. • Traps shall incorporate effective water seals and shall be installed in accordance with plumbing drawings and applicable standards. • The Contractor shall allow for all excavation, bedding, backfilling, testing, supports, cutting, fitting, fixing, jointing, sealants, cleaning and making good. • The completed drainage system shall be tested and proven watertight before commissioning and handover. • Rates shall include all labour, materials, fittings, supports, testing, commissioning and incidental works necessary to provide a complete and operational drainage installation.
55-58	Pipeworks in Building D: Ancillaries	• Supply, deliver, install, test and commission draw-off taps, stop valves, angle valves and associated fittings of the sizes specified in the BoQ. • Valves shall be manufactured from corrosion-resistant copper alloy (brass) and comply with BS 1010, BS 5154, or approved equivalent standards. • All fittings shall be suitable for potable water systems and capable of operating under the specified water pressure and environmental conditions. • Valves shall be of robust construction, easy to operate, and designed to provide effective isolation and flow control without leakage. • Exposed fittings and taps shall be chrome plated and resistant to corrosion, staining, wear and deterioration under normal use. • Bib taps shall be fitted with suitable operating handles and threaded outlets as specified. • Angle valves shall be quarter-turn or screw-down type and suitable for isolation of sanitary fittings and appliances. • Stop valves shall provide positive shut-off and permit maintenance of downstream fixtures without interruption to the remainder of the system.

		• All joints shall be watertight and installed using approved fittings, sealing compounds, washers and accessories. • The Contractor shall allow for cutting, fitting, threading, jointing, fixing, testing and commissioning, together with all ancillary fittings required for a complete installation. • Upon completion, the installation shall be pressure tested and left in a fully operational condition free from leaks and defects. • Rates shall include all Labour, materials, fixings, jointing materials, testing and commissioning necessary for a complete installation.
59	Construct a masonry manhole size 600 x 600mm average depth 600mm with cement sand blocks, mortar ratio 1:3	• Excavate and construct a 600 mm × 600 mm internal size masonry manhole to an average depth of 600 mm, complete with all necessary excavation, disposal of surplus material, backfilling and compaction. • Manhole walls shall be constructed of approved cement-sand blocks laid in 1:3 cement: sand mortar and built plumb, level and true to dimensions. • Provide a minimum 100 mm thick concrete base cast in-situ using grade C20/20 concrete or approved equivalent. • Internal faces shall be rendered with 15 mm thick cement-sand plaster (1:3) and finished smooth and watertight. • Benching shall be formed in cement-sand mortar and shaped to direct flow toward the channel where applicable. • Provide and install appropriate inlet and outlet pipe openings, neatly formed and properly sealed around pipes. • The manhole cover slab shall be reinforced concrete, cast in situ or precast, of adequate thickness and strength to safely support the expected loading conditions. • Provide a heavy-duty or medium-duty cast iron or reinforced concrete manhole cover and frame, as indicated on the drawings. • All internal and external surfaces below ground level shall be protected against water ingress by approved waterproof rendering where specified. • The completed manhole shall be watertight, structurally sound, and free from cracks, honeycombing, settlement, or other defects.

		Rates shall include excavation, concrete works, blockwork, mortar, plastering, benching, cover slab, frame and cover, testing, backfilling, making good, labour, materials, tools, equipment and all incidental works necessary for a complete installation.
60	Construct a standard gully trap chambers with internal dimensions of 300x300mm by 300mm deep using burnt bricks	- Excavate and construct a gully trap chamber with internal dimensions of 300 mm × 300 mm and an average depth of 300 mm, complete with excavation, disposal of surplus excavated material, backfilling and compaction. - Chamber walls shall be constructed using approved well-burnt clay bricks laid and jointed in cement-sand mortar (1:3). - Provide a minimum 100 mm thick concrete base cast in-situ using grade C20/20 concrete or approved equivalent. - Internal faces of the chamber shall be rendered with 15 mm thick cement-sand plaster (1:3) and steel-trowelled smooth to form a watertight finish. - Supply and install an approved 100 mm diameter uPVC gully trap complete with water seal and all necessary pipe connections. - Form neatly finished inlet and outlet openings and securely seal around all pipe penetrations. - Provide a reinforced concrete cover slab complete with approved galvanized steel grating, cast iron cover, or concrete cover as indicated on the drawings. - The chamber shall be constructed true to line and level, ensuring proper flow to the outlet without ponding or obstruction. - The completed chamber shall be watertight, structurally sound, and free from cracks, settlement, honeycombing, or other defects. - The Contractor shall allow for all brickwork, concrete, plastering, grating or cover, pipe connections, excavation, backfilling, testing, labour, materials, tools, equipment, and all incidental works necessary for a complete installation.
61-62	Soak Away Pit	- Excavate and construct a circular soakaway pit 3.0 m internal diameter and 3.5 m deep, complete with disposal of surplus excavated material, backfilling, compaction, testing and commissioning. - The pit lining shall consist of perforated brickwork laid in 1:3 cement-sand mortar, with open joints or

		weep holes as shown on the drawings to allow infiltration into the surrounding soil. • Provide a stable concrete foundation as required and ensure the structure can withstand soil and surcharge loads. • Supply and install 100 mm (4") diameter uPVC inlet pipe connection complete with fittings and watertight connection to the soak away chamber. • Provide and install 100 mm (4") diameter vent pipe complete with insect-proof cowl, fixing brackets and all accessories. • Construct a 150 mm thick reinforced concrete cover slab in C20/20 concrete reinforced with Y12 bars at 150 mm centres each way at both top and bottom faces. • Provide all necessary formwork, supports, spacers and reinforcement fixing required for the reinforced concrete slab. • Provide and install a 450 mm × 450 mm precast concrete access cover complete with frame and lifting arrangement. • The completed soakaway shall be structurally sound, free from defects, and capable of receiving and dispersing stormwater/wastewater as designed. • Rates shall include excavation, dewatering where necessary, brickwork, concrete, reinforcement, formwork, vent pipe, inlet pipe connection, access cover, backfilling, testing, labour, materials, tools, equipment and all incidental works required for a complete installation.
Electrical Work		
63	Isolator Switch 200Amps	Supply and install a heavy-duty isolator switch (200Amps) for safe disconnection of power. It shall be weatherproof (where required), properly rated, and securely mounted near the main distribution point.
64	Residual Current Device (RCD -30Amps)	Install a Residual Current Device (RCD) rated at 30A, providing protection against earth leakage and electric shock. It shall trip automatically under fault conditions and be installed within the distribution board.
65	4 Core x 100mm ² Armoured Cable XLPE	Supply and lay 100 mm ² , 4-core armoured cable (SWA) for main power supply, buried or surface-mounted as required. Cable shall be protected against mechanical damage, properly terminated with glands, and tested.
66	4 Core x 6mm ² Armoured Cable XLPE/SWA	Provide XLPE/SWA insulated armoured copper cables: 6 mm² for sub-main circuits All wiring shall be drawn through conduits or trunking, properly labeled and tested.

67	4 Core x 4mm ² Armoured Cable XLPE/SWA	Provide XLPE/SWA insulated armoured copper cables: 6 mm ² for distribution circuits All wiring shall be drawn through conduits or trunking, properly labelled and tested.
68	Circuit Breaker 63A Single Phase SPN	Supply and install single-phase circuit breakers (MCB) of appropriate rating, installed in the distribution board for circuit protection against overload and short circuits.
69	Switch socket twin 13A	Supply, install, test and commission a 13A twin switched socket outlet complying with BS 1363 or approved equivalent, complete with flush mounting box, faceplate, wiring connections and all necessary accessories. Socket shall be suitable for 230V, 50Hz single-phase supply, securely fixed, properly earthed, and tested to ensure safe and satisfactory operation.
70	Industrial Plug (380V-415V AC, (3P+N+E) TPN (63A-125A)	Provide and install industrial three-phase plug and socket (415V), heavy-duty type, suitable for equipment requiring three-phase power. Proper earthing and secure connection shall be ensured.

4. BOQ AND DRAWINGS

See attached.

6 SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

- 1.1. The tenderer must demonstrate a minimum average annual turnover of EUR 50,000 for the financial years 2023, 2024, and 2025.
- 1.2. The tenderer shall submit audited financial statements for 2023, 2024 and 2025, certified by a Registered Certified Public Accountant [CPA (T)]. If the enterprise has not yet published its audited financial statements for 2025, an interim balance certified by an accountant or registered auditor, or by the relevant authority in the country concerned, will suffice.

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

TECHNICAL AND PROFESSIONAL APTITUDE

2. RELEVANT EXPERIENCE

- 2.1. The tenderer must demonstrate successful performance of at least two (2) works contracts in the last five (5) years. Each reference must be supported by at least one of the following pieces of evidence: signed reference letters, contracts, or certificates of completion.

3. TEAM REQUIREMENTS

- 3.1. The tenderer must provide CVs for the following proposed staff:

No.	Position	Minimum requirements
1	Site Engineers (Full time at the site)	• 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.
2	Technical foreman:	• An Ordinary Diploma in Civil Engineering, or higher. • At least 5 years of experience in building works.
3	Services (Electrical and Mechanical) Engineer:	• 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.

Note: For ease of reference, all requirements are grouped in the table above; during the evaluation, the proposed experts' years of relevant professional experience will be assessed as regularity requirements, while the required academic qualifications and professional licenses will be assessed as qualitative selection requirements.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

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

8 FORMS

1. IDENTIFICATION FORM

I (We), the undersigned

Applicable? ☐ YES / ☐ NO

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

Applicable? ☐ YES / ☐ NO

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

Applicable? ☐ YES / ☐ NO

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

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

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

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

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

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

Done at:		Date:	
By (company or group):		Represented by (Full name)	
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	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.

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

3. TECHNICAL OFFER

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

1. Methodology: A simple explanation of how the works will be carried out, including:
 - Sequence of activities from contract award to completion
 - Approach to construction and installation for key BoQ items.
 - Approach to responding to defects, warranty claims and remedial works during the Defects Liability Period
 - Mobilization of Manpower, equipment, tools and machines for each phase of the project.
2. Work Programme: A clear and realistic schedule (Gantt chart in Excel or MS Project in A3 or A4 landscape) showing:
 - Key activities and milestones
 - 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.

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

4. 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

Item	Total price
Construction of the Fencing wall in Michakaini ZEEA and Finishing works.	€
Total price VAT excluded	€

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

- Use of this form and the attached BOQ is mandatory, the tenderers should fill out the BOQ and attach it to this form. Tenderers are required to submit a price for all items included in the BoQ for which they submit an offer. Partial offers will be considered non-compliant.
- All prices in the BOQ should be quoted in Euros, exclusive of VAT, and inclusive of the applicable withholding Tax.

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

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

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

5. 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:			