



TENDER SPECIFICATIONS

Public service contract for “**Framework Agreement for Design and Supervision of Construction Works**”

Reference No: **TZA22003-10665**

Country: **Tanzania**

Open Procedure

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

Information Session organized: **Yes**, for details see Chapter 3, Clause 4.

Deadline for submission of tenders: **22 october 2026 at 1.00 P.M (EAT)**

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

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

Name	Position
Virginie Hallet	Country Director
Othman Boufaied	Contract Manager

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

2. RULES GOVERNING THE PUBLIC CONTRACT

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

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

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

3. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of: Framework Agreement for Design and Supervision of Construction Works.
- 1.2. The framework agreement will be concluded with a maximum of three (3) economic operators ("Service Providers") in accordance with Article 43 of the Law of 17 June 2016 on public procurement. Subsequent Service Orders will be allocated as follows:
 - 1.2.1. **Rotation system:** Service Orders will be offered successively to the appointed Service Providers according to their ranking. Service Order 1 will be offered to the first-ranked Service Provider, Service Order 2 to the second-ranked Service Provider, Service Order 3 to the third-ranked Service Provider, and the same sequence will thereafter be repeated.
 - 1.2.2. If a Service Provider is unable to undertake a particular Service Order, the Contracting Authority may offer it to the next Service Provider in the rotation where:
 - 1.2.2.1. the Service Provider confirms that it is unavailable or unable to accept the Service Order; or
 - 1.2.2.2. the Service Provider cannot mobilise and commence the services within the timeframe specified in the Service Order.
- 1.3. This public contract establishes the terms governing public contracts to be concluded during the validity period of the framework agreement.

Note: For the purposes of these tender specifications, the terms "Consultant" and "Service Provider" are used interchangeably and refer to the economic operator appointed to perform the services under the Framework Agreement.

2. LOTS

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

3. ITEMS

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

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This framework agreement starts upon award notification and lasts for 2 (two) years.
- 4.2. After this initial term, the framework agreement may be renewed by the contracting authority for a maximum number of 1 renewal for 2 (two) years, by sending a registered letter prior to the agreement renewal date.

The renewal will be made as per the terms and conditions of the initial tender specifications. Should the framework agreement not be renewed, the service provider cannot claim damages.

5. VARIANTS

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

6. OPTIONS

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

7. QUANTITIES

- 7.1. The estimated quantities under this contract are detailed in Chapter 8, clause 2. The estimated quantities are for information purposes only and regard the whole duration of the public contract. By concluding this framework agreement, the contracting authority does not guarantee that estimated quantities shall be ordered from this framework agreement.
- 7.2. The actual quantities shall be ordered on an as-needed basis during the validity of the Framework Agreement. The maximum cumulative value of all Service Orders awarded to **each Service Provider** shall not exceed **EUR 500,000, exclusive of VAT**. Accordingly, where three Service Providers are appointed, the maximum aggregate value of the Framework Agreement shall not exceed EUR 1,500,000, exclusive of VAT. Approved reimbursable costs shall count towards these ceilings. No minimum volume or value of services is guaranteed under the Framework Agreement.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

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

2. PUBLICATION

This contract is advertised in

2.1. The following official platform:

(a) the Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)

2.2. The following platform:

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

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Ramadhani Selemani

Procurement Officer

ramadhani.selemani@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 **fifteenth 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 (ramadhani.selemani@enabel.be) and will be answered in the order received.

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

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

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

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the **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.

4. INFORMATION SESSION

- 4.1. An information session to clarify the tender requirements and conditions for submitting a compliant tender will be held online via Microsoft Teams on **30 September 2026 at 10:00 AM (EAT)**.

Interested Tenderers must send a request to participate in the meeting to the following email address: ramadhani.seleman@enabel.be and procurement.tza@enabel.be by **28 September 2026 at 12:00 PM EAT**. A participation link will be shared with registered participants in due course

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. VALIDITY PERIOD OF TENDERS

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

6. DATA TO BE INCLUDED IN THE TENDER

- 6.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 6.2. The tender and all annexes to the tender form must be drawn up in:
- (a) English.
- 6.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 6.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 6.5. The tenderer must use the tender forms provided in the annex:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Tender form - Prices (clause 2 of chapter 8 Forms)
 - (c) Declaration on honour - Exclusion grounds (clause 3 of chapter 8 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

- 6.6. The tenderer also attaches the following to his tender:

- (a) All documents demanded for the application of qualitative selection (see clause 14 and 6 Selection file) and award criteria (see clause 16);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 6.7. 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 3 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.
- 6.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 6.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 14 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

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

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. The tenderer is to include in his global prices any charges and taxes generally applied to services according to the applicable tax legislation of Tanzania, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Tanzania, the attention of tenderers who are non-tax residents of Tanzania is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Tanzania. The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

- 9.2. The global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
- (a) Administrative management and secretariat services;
 - (b) Insurance, accommodation and routine local travel required for the performance of the services, excluding transport expressly approved as reimbursable under the relevant Service Order.
 - (c) Documentation related to the services;
 - (d) Delivery of documents or records associated with the performance of the contract;
 - (e) Packaging;
 - (f) Training required for operation;
 - (g) Where applicable, the measures imposed by occupational safety and worker health legislation;
 - (h) Customs and excise duties for equipment and products used.
 - (i) Acceptance costs.
- 9.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

- 10.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 10.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.*
- The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement” platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.*
- In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.*
- 10.3. *The specific reasons for requiring the use of paper tenders are: Pursuant to Article 14, §2, points 1°, 2° and 3° of the Law of 17 June 2016 on public procurement, the submission and receipt of tenders must be carried out by postal delivery or any other appropriate courier service. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Tanzania. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.*
- 10.4. The tenderer submits their tender as follows:
- One original copy of the completed tender shall be submitted on paper.
- The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files on a USB stick.
- The submission is to be made in a properly sealed envelope, bearing the following information:

Tender: TZA22003-10665 - Framework Agreement for Design and Supervision of Construction Works

To the attention of: **Ramadhani Selemani, Procurement Officer.**

- 10.5. **The tender must be submitted before 22 october 2026, at 1.00 P.M (EAT)**, in one of the following ways:
- (a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

**Belgian agency for international cooperation 14/15 Masaki, Haile Selassie Road
Oasis Office Park, 4th Floor P.O Box 23209, Dar es Salaam, Tanzania.**
 - (b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 10.5 (a).
- 10.6. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 10. A tender submitted by email will be discarded.**

11. TENDER SIGNATURE

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

12. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 12.1. Tenders must be in the possession of the contracting authority before **22 october 2026 at 1.00 P.M (EAT)**.
- 12.2. The tender opening session will take place behind closed doors at the address given under clause 10 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EXCLUSION GROUNDS AND EUROPEAN SINGLE PROCUREMENT DOCUMENT

- 13.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 3 of chapter 8 Forms).
- 13.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

- 13.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 14 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. The contracting authority will verify the accuracy of this declaration on honour for all the tenderers. To this end, the contracting authority will request the tenderers concerned to provide the necessary information or documents to verify their personal situation. The tenderers must submit this information by the fastest means and within the deadline set by the contracting authority.
- 13.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 13.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 13.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 13.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)** Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.
- 13.9. By submitting this tender together with the completed European Single Procurement Document (ESPD), the tenderer declares officially on his honour that:
- he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion.
 - he fulfils the selection criteria established by the contracting authority in this public contract

The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties.

As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

The tenderer can either complete the ESPD given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

Where the tender is submitted by a group of economic operators under partnership, it must include an ESPD for each of the participants in the group.

In accordance with Article 38 §2 of Article 73 of the Royal Decree of 18 April 2017, regarding part IV of the ESPD on the selection criteria, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section "Global indication for all selection criteria". So, only this section must be completed.

14. QUALITATIVE SELECTION

- 14.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 14.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 16 subject to the regularity of these tenders.
- 14.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 - (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.
- 14.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 14.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

15. OVERVIEW OF THE PROCEDURE

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

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

The substantially irregular tenders are excluded.
- 15.2. A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.
 - (a) failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law
 - (b) failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors and of Article 14 of the Law of 17 June 2016 on public procurement, insofar as they contain obligations vis-à-vis the tenderers
 - (c) failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents
 - (d) tenders that do not bear an original handwritten signature on the tender form
- 15.3. The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of

having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors).

16. AWARD CRITERIA

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

Technical Criteria: 60 Points

Qualitative Award Criteria	Maximum Weight Points
Understanding of the Assignment: This criterion assesses the bidder's understanding of the scope, challenges, and overall project context. Specific, well aligned methodologies will score higher, while generic, vague, or overly ambitious proposals, especially those not tailored not considering the site conditions (Geographical locations), will receive lower scores.	30
Quality of proposed Project Management: • Quality Control and assurance plan – 15 points • Risk Management plan (at least 5 potential risks and mitigation measures) – 15 points This criterion assesses the Bidder's ability to supervise the works within the prescribed completion period, as per specifications and required quality.	30
TOTAL	60

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

Price: 40 Points

The following formula will be used to compare the bids. The lowest bid will get a maximum score of 40.

Points tender A = (Amount of lowest tender/Amount of tender A) * 40

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

17. AWARDED THE PUBLIC CONTRACT

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

18. CONCLUDING THE CONTRACT

- 18.1. In accordance with Article 88 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
- 18.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 18.3. The full contract consists of the following documents:
- (a) These tender specifications and their annexes;
 - (b) The approved tender and all its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 18.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

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

These tender specifications derogate from the following Article of the "GIR":

Article 26 - The performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender. This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of this public contract.

SECTION (A) - GENERAL

1. USE OF ELECTRONIC MEANS (ART. 10)

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

2. MANAGING OFFICIAL (ART. 11)

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

3. CONFIDENTIALITY (ART. 18)

- 3.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.
- 3.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

4. PROTECTION OF PERSONAL DATA

4.1. Processing of personal data by the contracting authority

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

4.2. Processing of personal data by the service provider

During contract performance, the service provider may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the tender specifications or in execution of a legal obligation.

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

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

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

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

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

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 5.1. The contracting authority **acquires** the intellectual property rights in all plans, designs, drawings, specifications, calculations, reports, models and other deliverables created specifically for the

Contracting Authority under a Service Order during performance of the public framework agreement.

- 5.2. Unless otherwise specified in the procurement documents and without prejudice to clause 5.1, 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.
- 5.3. 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.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

6.1. Scope and amount (Art. 25)

The performance bond is a requirement for orders exceeding EUR 50,000 placed under this framework agreement. Performance bond is set at **5%** of the total value of the order, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

6.2. 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 services. 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.

6.3. 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 following notification of the relevant service order and released following final acceptance of that service order.

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

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

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

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

- (d) Guarantee: Provide the deed of undertaking of the credit institution or the insurance company. The contracting authority reserves the right not to accept guarantees from insurance companies.

6.5. 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 service provider and, where relevant, that of the third party that made the deposit on the service provider '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.

6.6. Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The performance bond established for a Service Order shall be released in full following final acceptance of that Service Order, subject to any amounts properly retained or claimed by the Contracting Authority.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

8.1. Scope

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

8.2. Nature of the amendment

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

8.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

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

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

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

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

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the “GIR”.If, following the application of an ex officio measure (art. 47 of the

“GIR”), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

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

Price revisions are not allowed under this contract.

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

- 10.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 10.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 10.3. When activities are suspended, based on this clause 10.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 10.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
 - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to 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;
 - (c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

- 11.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 11.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 11. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

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

- 12.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 12.2. Such price revision is only possible if both the following conditions apply:

- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
- (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".

12.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

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

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

13.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.

13.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (E) - PERFORMANCE MODALITIES

14. DEADLINES AND TERMS (ART. 147)

14.1. Each assignment issued under the Framework Agreement shall specify its own implementation period and completion date. No new assignment or service request may be issued after the expiry of the Framework Agreement.

14.2. However, any assignment validly issued during the Framework Agreement period shall remain in force until its completion, even if its execution extends beyond the expiry date of the Framework Agreement.

14.3. The Consultant shall mobilize the required on-site personnel within seven (7) calendar days following the issuance or notification of the relevant service order.

15. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following locations:

Country	Regions	Tentative Districts
United Republic of Tanzania	Kigoma	Kasulu & Kibondo
	Mwanza	Nyamagana & Illemela
	Tanga	Tanga DC
	Pemba	Chake Chake, Micheweni, Mkoani & Wete
	Rukwa	Nkasi
	Unguja	North, South & West

Note: The Framework Agreement may be used for assignments throughout the United Republic of Tanzania, including, but not limited to, the indicative regions and districts listed above. The specific place of performance shall be stated in each Service Order.

16. INSPECTION OF THE SERVICES (ART. 150)

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

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

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

SECTION (F) - MEANS OF ACTION

18. FAILURE OF PERFORMANCE (ART. 44)

- 18.1. The service provider shall be considered in breach of this public contract under the following circumstances:
 - (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
 - (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
 - (c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

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

- 18.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.
- 18.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the "GIR".

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

- 19.1. 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.

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

20. PENALTIES (ART. 45)

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

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

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

Replacement of a key staff member without the prior approval of the Contracting Authority. The penalty shall apply from the date of the unauthorized replacement until either (i) the replacement is approved by the Contracting Authority, (ii) the original staff member resumes their duties, or (iii) another replacement acceptable to both parties is appointed. Penalties already accrued shall remain due and shall not be cancelled retroactively.

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

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

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

- 21.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 21.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

- 21.2. The measures as of right are:

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

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

SECTION (G) - END OF THE PUBLIC CONTRACT

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

- 22.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 22.2. Each Service Order shall be subject to separate acceptance. Final acceptance of a Service Order shall close that Service Order only and shall not terminate or close the Framework Agreement.
- 22.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 23).
- 22.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch and shall request that the acceptance procedure be carried out.
- 22.5. The acceptance process concludes the services covered by the relevant Service Order. The Framework Agreement shall remain in force until its expiry or earlier termination in accordance with its terms.

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

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

The Invoice must include:

- 1. Purchase order (PO) number. Invoices without the PO number will not be processed;
 - 2. The corresponding acceptance report signed by the Managing Official.
 - 3. The physical copy of the EFD receipt (if applicable).
- 23.4. Payment will be made in accordance with the "milestones and payment schedule" (see Chapter 5) upon provisional acceptance of the services.

24. ADVANCE PAYMENTS

- 24.1. No advance payment shall be made under this contract.

5 TERMS OF REFERENCE

1. BACKGROUND AND JUSTIFICATION

Enabel is the Belgian agency for international cooperation, implementing Belgium's governmental cooperation and working with other international donors. With its partners in Belgium and abroad, Enabel offers solutions to address pressing global challenges - Social and Economic Empowerment; Climate action - Environment; Demographic Transition and Peace -Stability -Democracy. With over 2,000 staff, Enabel manages about 170 projects in twenty countries, in Belgium, Africa and the Middle East.

In Tanzania, Enabel operates in accordance with the General Agreement between the United Republic of Tanzania and the Kingdom of Belgium on Development Co-operation signed on 16th of October 2002. Currently, Enabel implements projects that focus strengthening local economies, supporting climate resilient natural resource management, expanding digital innovation and education, improving transport efficiency and empowering women through access to justice. These are just a few examples of ongoing initiatives that are spread across different locations in Tanzania, with more exciting projects on the horizon.

In the above Enabel projects, an infrastructure component is foreseen, which may include rehabilitation or construction of buildings, installation of renewable energy facilities (solar panels, biogas...), provision of equipment, waste management, maintenance, awareness raising on climate issues, etc. That the proposed new or facilities to be upgraded follow climate smart green solutions and principles of circularity to be adopted.

In line with the above, it is therefore necessary to procure framework consultancy services for “**Master Plans, Detailed Design and Supervision of Construction Works**”.

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

2.1. Objectives of the public contract

The objective of this Framework Agreement is to short list a maximum of **three** Consultants to provide Consultancy Services for Master Planning, Detailed Engineering Design, and Supervision of Construction Works for Various Institutions and infrastructure across Kigoma, Mwanza, Tanga, Rukwa, Unguja, and Pemba.

The Service Provider shall provide specialized technical support in bioclimatic architecture and Engineering across all phases of projects implemented by Enabel in the regions specified above. These services shall apply to projects financed by the Kingdom of Belgium and/or other donors, in accordance with the instructions of the Contracting Authority.

3. SCOPE OF WORK

4.1 Main Areas of Service:

- The technical aspect involving Master Planning, Architecture, Civil and Structural Engineering, Mechanical, Electrical and Plumbing Engineering, sanitation, energy, waste management and other relevant disciplines, covering the assessment, planning, design and technical supervision of infrastructure from project definition through construction and handover.
- **The administrative and legal aspects** (compliance with contractual clauses, etc.)
- **The financial aspect** (budget monitoring, revision of payment requests, validation of amendments, etc.)
- **The Environmental and Social Aspect** in relation to the recommendations resulting from the Environmental and Social Impact studies (including the implementation of prevention measures and social protection of workers), the Contract of the Company responsible for the works.

4.2 Design Development and Quality Assurance

For assignments involving Master Planning and/or Design, the Consultant shall ensure that designs are technically sound, coordinated across all relevant disciplines, constructible, cost-effective, adapted to the local context and suitable for operation and maintenance. The Consultant shall maintain valid professional indemnity insurance covering its design activities and any resulting professional errors, omissions, or negligence.

The design process shall integrate bioclimatic, climate-smart and resource-efficient design principles. As applicable to the nature and scale of the assignment, the Consultant shall apply the **EDGE approach and methodology** to assess and improve energy efficiency, water efficiency and embodied energy in materials, including through appropriate building orientation, passive cooling and natural ventilation, daylighting and solar protection, efficient building systems, renewable energy solutions, water-saving measures, responsible material selection, waste reduction, circularity, climate resilience and ease of maintenance. Where required by the relevant Service Order, the Consultant shall support the preparation of the project for **EDGE certification**, including the required design inputs, calculations, documentation and coordination with the certification process.

The Consultant shall carry out a documented multidisciplinary quality review prior to submission of the final design package. This review shall verify, as a minimum, the consistency between architectural, structural, civil, electrical, mechanical and plumbing designs, drawings, calculations, technical specifications, Bills of Quantities and other tender documents. Any inconsistencies identified shall be resolved before the documents are submitted for approval.

Design submissions shall be developed progressively and submitted to the Contracting Authority for review and approval at the stages specified in the relevant Service Order. No final tender or "Issued for Construction" documents shall be issued until the required design review and approval process has been completed.

For each design assignment, the Consultant shall undertake the necessary site assessments, surveys, investigations and stakeholder consultations required to establish the project needs and design basis. The Consultant shall develop the design progressively from concept and preliminary design through detailed design, ensuring that technical options, user requirements, site constraints, operation and maintenance considerations and estimated construction costs are considered throughout the process. The final design package shall include, as applicable, coordinated drawings, design calculations, technical specifications, Bills of Quantities, cost estimates and all technical documentation required for procurement and construction.

4.3 Supervision / Monitoring the Execution of Work

4.3.1 Summary of Tasks:

- Daily supervision/ inspection rounds on site, focusing on critical stages of construction. These critical stages shall include but not necessarily be limited to the checking of setting out and excavations of foundations, base soil bearing capacity, checking installed reinforcing steel before casting concrete, visual checks and materials tests of structural concrete.
- Supervision and control of quality of materials, workmanship and execution. The checks shall include, but not necessarily be limited to quality of blocks, bricks and mortar, quality of door and window frame, quality of roof structure, quality of roof covering and fixing materials, quality of finishing materials and workmanship, quality of utility service installations, drainage and external works.
- Keeping a close watch on progress and timeliness of construction and installation activities. In this respect, the Clerk of Works shall record daily the Contractor's labour force, main equipment and materials on site, and report to the contract management, and subsequently to the Contracting authority, in a timely manner occurring and anticipated problems and delays. Advise contracting authority on measures being taken to avoid inherent delays.

- Prepare and issue minor site instructions (not requiring the management's decision) and record any minor site instruction in the site instruction/logbook (which shall be kept on site permanently for inspection by any contracting authority representative and controlling municipal authority).
- Prepare for issuing by the contract management Architect's Instructions for remedial/condemning work, additional/less work, extensions of time.
- Organize and manage monthly site meetings attended by representatives of the various stakeholders, including invitations, chairing and preparation/ issue of minutes
- Carry out regular measurements required for checking contractor's valuation of the works and preparing related payment certificates.
- Prepare monthly and quarterly progress and financial reports per site and works lot.
- Undertake, in the presence of the Contracting authority's monitoring expert, the pre-handing over inspection rounds and issue the preliminary snag list.
- Perform provisional handing over, including preparation and issuing of snag lists and Contractor's practical Completion report and certificate of works in accordance with the contracting authority and user.
- Provide periodic inspections (Timing and Frequency to be agreed by the contracting authority) during the defects liability period and notify the contracting authority and contractor of any defects on the construction works and supervising their repair.

4.3.2 Contracting Authority Representative

The Consultant shall consult and advise the Contracting Authority and act as the Contracting Authority's technical representative. Contractual, financial and policy decisions remain exclusively with the Managing Official.

4.3.3 Contract Documents

The consultant shall review the contract documents specially the drawings BOQ and shall assure that no contradiction appears between the different tender documents, the Consultant shall also revise the quantities to ensure that they are accurate. The consultant shall return the documents revised and modified with illustration sheet/s within ten (10) days of their handing over the tender documents from the Contracting Authority. The contractor shall not commence the works without the documents stamped and dated "Issued for Construction".

4.3.4 Pre-construction meeting

The Consultant shall schedule and arrange a pre-construction meeting before the commencement of the construction works. Attendance is mandatory for the Consultant and the contractors. The meeting will be held at each site or in the premises of the relevant CSOs/Municipalities.

The minimum agenda of the meeting will consist of an explanation of construction procedures, certain conditions of contract, pay request application procedures and documentation to be supplied by the contractors and material suppliers in support thereof. The Consultant will also explain requirements for submittal of shop drawings, samples and product data, requests, as built drawings and specific safety/security procedures.

4.3.5 Site handing over and commencement of works

The Consultant shall hand over the sites to the Contractors and submit a handing over report to the Contracting Authority signed by all parties

The Consultant shall issue the order to commence the works upon assuring that the Contractor has fulfilled his prior contractual obligations and identify the exact date for starting the works;

The Consultant shall follow up with the Contracting Authority and the related authorities to assure that the sites are clear of any obstacles which might affect the progress of the works before issuing the order of commencement.

Before the start of the works, the Consultant will carry out with the Contractor a complete inventory of fixtures as existing supported by photographs. The Contractor will have to highlight any pre-existing defects in that inventory.

4.3.6 Contractor's submittals/Shop Drawings and Samples

The Consultant shall review and monitor all required submittals for timeliness and conformance with the contract documents and project schedule. The consultant shall review and respond to submittals within 7 calendar days.

Each submittal shall be stamped, dated, and either initiated or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.

The consultant shall only review those materials and equipment specified in the contract documents. The Consultant shall not make changes in the contract requirements through the review of submittals. If in reviewing the submittals the Consultant determine that contract changes are required, notify the Contracting Authority and request approval of the required change prior to returning the submittal to the contractor. The submittal shall then be returned to the contractor with the note that a variation (change) order request is contemplated.

No work requiring review of submittals shall be commenced without the Consultant approval. The Consultant shall notify the contractor to cease the work until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.

The Consultant shall be responsible for expediting the reply of the contracting authority to any request submitted to it for approval.

4.3.7 Construction Schedule

According to the conditions of contract the contractor shall submit a construction schedule within the time limit specified therein. The consultant shall review and approve the construction schedule for compliance with the contract requirements. Schedules may be in bar chart, arrow diagram, other approved format and shall include the critical path analysis and the time for submitting shop drawings, product data and material samples and the forecasted cash flow.

4.3.8 Consultant Payment and progress payment meetings

The consultant shall submit maximum one interim payment application/month which reflects the progress of the work.

The Consultant shall review and certify each payment application submitted by the works contractor within seven (7) calendar days of its submission. Any correction, deduction or other proposed adjustment shall be formally communicated to the contractor, together with the reasons for the adjustment. The Consultant shall maintain complete and up-to-date records of payments, contract balances, variations, and all proposed and approved changes. The review and certification shall be carried out in accordance with the terms and conditions of the relevant works contract. Once satisfied that the claimed works have been properly executed, the Consultant shall sign and stamp the payment application with the following certification and submit it to the Contracting Authority: *"We certify that the works included in this payment application have been executed in accordance with the terms and conditions of the contract and have been verified to our satisfaction."*

The Consultant shall insure that the payment request is complete and in compliance with the requirements and procedures of the Contracting Authority and the Donor.

The Consultant shall check all the quantities executed according to the contract and be responsible for their accuracy. When required by the Contracting Authority, the quantities mentioned in the contractor's payment request shall be accompanied with illustrating shop drawings. Contractor's payment request shall be prepared in one copy and one electronic copy for the quantities calculations.

A progress/Pay meeting may be requested by the Contracting Authority. Attending the meeting shall be mandatory for the Consultant and the contractor. The minimum agenda for the meeting will consist of reviewing contractor's progress, noting projections for work to be completed in the next month and comparing this information to the current approved project construction and submittal schedule, reviewing and reconciling contractor's pay applications and discussing of project problems and solutions and proposed contract changes

All instructions issued by the Consultant to the contractor regarding the inaccuracy, incompleteness and/or incompliance of the payment request shall be in writing. A copy of these instructions shall be attached to the certified payment requests submitted to the Contracting Authority for payment.

If the payment is approved by the consultant and submitted to the contracting authority, it is assumed that all necessary corrections and modifications are made. If not, the consultant shall be responsible for these errors, and the contracting authority will deduct an amount of 50 EURO for each inaccurate submittal by the consultant.

4.3.9 Interpretations

When requested by the Contracting Authority or a contractor, the consultant shall provide interpretation of the contract documents. The consultant shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. The consultant shall be responsible to expedite interpretations and clarifications.

4.3.10 Variation (Change) Orders

Specific procedures, general information, and standard forms for preparing and processing construction contract changes or variations might vary from project to project depending on the donor's conditions. The Consultant shall follow up these conditions when issuing variations.

Request for a variation may be initiated either verbally or in writing. Contractor's requests shall be directed to the Consultant who in turn will notify the contracting authority of the request. Only the contracting authority can authorize the Consultant to prepare a request for variation order.

The Consultant shall prepare a variation order including the following package:

- Drawings
- Items specification and cost
- Cover letter explaining the need for the change.
- Forecast to check that budget may be available.

The consultant shall review the contractor's proposal for variation orders for completeness and conformance with the V.O. procedures and the contract documents. When the variation orders require additional clarification or additional back-up, the consultant shall obtain such information from the contractor prior to forwarding the variation order package to The Contracting Authority.

The consultant shall recommend issuance of a variation order to the Contracting Authority. Recommending issuance shall mean that the Consultant has reviewed all quantities, prices and other data in the contractor's proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.

The consultant shall be responsible for obtaining the signatures of the contractor prior to forwarding the variation order package to the Contracting Authority.

When requested by the Contracting Authority, the consultant shall attend the meeting of the Variation Orders Committee to explain and defend any variation orders presented for Committee's approval. The variation order may be initiated by the Consultant. In this case the procedure explained above shall be followed.

The consultant shall review time extension requests and make their recommendations within a reasonable time to the Contracting Authority.

No variation shall be executed without the written approval of the Contracting Authority

4.3.11 Financial Control

The Consultant shall check the accuracy of the quantities of all items before the end of the second month of the project and report to the Contracting Authority. The Consultant shall ensure cost control all over the project period.

To keep the records of measurements for the covered works and inform the contracting authority in writing of their conformity with quantities mentioned in the BOQ. The Consultant shall call upon the contracting authority representative to assure the accuracy of the measurements and installation for the works to be covered before covering them. If attended the Contracting Authority representative, the Consultant shall prepare site meeting minutes to be signed by the contractor, the Consultant and the contracting authority representative. The Consultant shall Justify any decrease or increase in the quantities executed comparing to those mentioned in the Bill of Quantities of the tender, stating the reason for this decrease or increase and their locations.

The Consultant shall prepare over-payment/under-payment tables for each item of the BOQ and monthly submit this to the Contracting Authority.

The financial calculations of the Consultant shall include all approved variations and those expected.

4.3.12 Claims and Disputes

The consultant shall record any occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the contracting authority.

The consultant shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The Consultant shall provide a written response, interpretation and recommendation for resolution to the Contracting Authority. The Contracting Authority will make a final determination on all disputes unless removed to arbitration or the Courts.

The consultant shall provide any technical and legal opinions to the contracting authority regarding any disputes or claims which may occur between the contracting authority and the contractor and to follow up the arbitration procedures with any arbitration agency or court.

4.3.13 Quality Control

Observation of the works: the Consultant shall continuously observe and report the progress and quality of the work to determine that the work is proceeding in accordance with the approved construction schedule, and that the materials, finishes and workmanship are in conformance with the contract documents. The Contracting Authority shall be notified immediately if, in the Consultant' opinion, the material, finishes and workmanship does not conform to the contract documents, requires special inspection or testing, or has been disapproved or rejected by the Consultant. The Consultant and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.

Site meetings: the team leader of the Consultant shall make frequent visits to the site every two weeks and whenever needed. The Consultant shall provide the Contracting Authority with a tentative schedule of the proposed site visits at the beginning of the construction works. For more details see reporting obligations herein.

Redesign works: the Consultant shall perform all checking, and redesign works deemed necessary during the implementation of the project such as but not limited to, retaining walls and surface drainage system.

Contractor's representative and personnel: the Consultant shall approve the Contractor's representative, superintendents and employees and recommend to the Contracting Authority for approval. The

Consultant shall ensure that the contractor has submitted the required "Power of Attorney" for his representative.

Accuracy of measurements and alignments: the Consultant shall prepare, verify and approve the accuracy of the measurements per FIDIC contract, setting out, levels, alignments etc. established by the contractors and their conformity with the contract documents.

Fencing and Safety: The Consultant shall check and approve the fencing works and safety measures at sites and the precautions which have been taken to protect the pedestrian, the adjacent buildings and properties and take necessary actions for corrections when necessary.

Construction testing where needed:

- The Consultant shall arrange for carrying out and to witnessing the quality tests for the construction materials to be used in the project assure the correctness of the tests, review and evaluate the results of these tests and instruct the contractors to correct any shortcomings.
- The Consultant shall make all necessary inspection visits to the plants and workshops where the materials are produced such as and not limited to carpentry shops, aluminium shops and others to ensure that materials delivered for the project are in line with the specifications.
- The Consultant shall make visits to the testing laboratories to ensure their abilities to perform the required tests.
- The Consultant shall provide the contractors with all design criteria and system design/operation concepts which facilitate performance testing, and the Consultant shall witness all these tests and report on the results.

4.4 Reception and DLP Period

4.4.1 Provisional Acceptance

The Consultant shall be responsible for certifying the completion of all contracts.

The provisional acceptance inspection meeting shall be set by the Contracting Authority when it is concurred with the Consultant that the project is substantially complete, i.e., when the construction is sufficiently completed in accordance with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized for the use for which it was intended.

The contracting authority will issue notice of the meeting, and the Consultant shall attend this meeting.

The Consultant shall prepare all documents needed to complete the inspection meeting including all tender documents and an additional set of drawings.

The minimum agenda will consist of the inspection, discussion of the snag list, determination of the completion date and the time of occupancy. The Contracting Authority will also review the requirements for contractor closeout in accordance with the contract documents.

Upon completion of the inspection meeting, the Consultant shall prepare the certificate of the provisional acceptance with the completed snag list and forward the package to the contractor and the Contracting Authority.

4.4.2 Contractor final payment

The Consultant shall process and certify the final payment of the contractor including retention only after all items of the contract are completed. The Consultant shall ensure that the final payment request package is complete in accord with the contract prior to forwarding to the Contracting Authority.

The Consultant shall obtain from the contractor all guarantees and warranties and check coverage, start date and duration in accordance with the contract documents.

The Consultant shall expedite the closeout and the final payment of the contractors as they complete their contractual obligations.

The Consultant shall review, verify and approve the As-Built drawings of the contractors. These drawings shall reflect all changes made by variation orders, addenda and clarifications made by the Consultant during construction.

The final quantities of the project shall reflect the As-Built drawings and shall be calculated according to the provisions of the contract.

In case the contractor failed in preparing his final payment within the period mentioned in his contract, the Consultant shall prepare it without any additional costs.

4.4.3 Defect Liability Period

The Consultant shall, during the defect liability period, frequently monitor and inspect the project and/or make inspection upon the request of the Contracting Authority and order the contractor to perform any repair, amendment, reconstruction, rectification or any other works deemed necessary before issuing the final acceptance certificate.

During this period, the Consultant shall arrange frequent visits to the project (min. once every month during the first three months and every 3 months thereafter and when requested by the managing CSOs/Municipalities) and should, by coordination with the contractor, prepare a report about that visit and submit it to the Contracting Authority.

4.4.4 Final Acceptance

Before the end of the defect liability period and before the expiration of the maintenance guarantee, the Consultant shall arrange with the contractors and the contracting authority for a final inspection meeting. The Consultant shall provide a written report of the inspection to the contracting authority and the contractor regarding the final acceptance of the works or corrective measures and actions to be taken by the contractor.

The Consultant shall monitor all corrective works under warranties or guarantees, and submit a written report accompanied with a final acceptance certificate stating deductions, if any, from the maintenance guarantee.

4.5 Reports and Deliverables

The Consultant shall prepare and submit forms, specific stage reports and documents to the satisfaction of the Government of Tanzania and the Contracting Authority. Reports shall be written in English. The consultant shall have sole responsibility for all the information gathered and conclusions presented in the reports. The consultant shall take into account all comments from the contracting authority parties regarding each stage submission and modify submitted reports accordingly.

S/No	Required Documents	Description
1	Forms	The consultant shall prepare all the forms to be used during the implementation of the project such as weekly report form, monthly report form, variation order form, site meeting form, site visit form, approving forms, inspection forms and other forms and get the approval of the Contracting Authority on these forms. In case that the Contracting Authority has ready standard forms, the consultant must use these standard forms.
2	Records	The Consultant shall record all the activities of the project including, but not limited to weather condition, nature and location of the work being performed, verbal interpretation and other details.
3	Daily Report	The Consultant shall provide daily report of the ongoing works on-site via designated WhatsApp Group
4	Weekly & Monthly Report	The Consultant shall prepare and submit the standard weekly and monthly progress reports to the Contracting Authority in English as requested by the Contracting Authority. The weekly report shall be submitted at the end of each and monthly report shall be submitted to the Contracting Authority not later than 7 calendar days from the end of the reported month.

5	Financial Appraisal	The Consultant shall prepare and submit a Monthly Financial Appraisal Report summarizing expenditures incurred during the reporting period, comparing actual expenditures against the estimated contract value identifying variances and their causes, forecasting expenditures for the following month, highlighting potential financial risks, and recommending corrective actions where necessary. The report shall include a cash flow summary, commitment status, budget utilization analysis, and updated expenditure projections through project completion.
6	Site Meeting Reports	The Consultant shall prepare and submit minutes or a report for each site meeting within two (2) working days following the meeting. This report shall, to a minimum, include but not limited to number of the meeting, date, attendees, purpose of the visit, contractors' workforce, progress of the work, items inspected, tests witnessed, observations, problems resolved, and solutions suggested. This report shall be submitted to the contracting authority no later than one week from the date of the visit. In case of problems which need immediate decisions from the contracting authority, the Consultant shall promptly notify the contracting authority, follow up and expedite the action.
7	Final Report	At the end of the project or at the time of termination, if so, the Consultant shall submit the final report within one month from the date of the provisional acceptance. This report shall consist of, but not limited to: • General Information • Project Description • Description of Site • Type of Construction and Specifications • Schedule of Interim Payments • Executed Works and Payments on Account • Work Schedule, Obstacles and Remarks • Visits to Site • Actual Duration of Activities and Remarks • Materials Approved and Dates • Quality Control • all payments, variations, and contract cost status, final accounts • Events of the Project and Legal coverage • Appendix "A": Summary of Approved Variations • Appendix "B": Events and Correspondence
8	Provisional Acceptance Report	• Report summarizing the inspection discussions and snag lists, agreed completion date and the time of occupancy. • Copy of certificate of the provisional acceptance with the completed snag list
9	Final payment documents	• Approved As-Built drawings • Final quantities • Final payment
10	Final Acceptance Report	• Report summarizing inspection regarding the final acceptance of the works and any corrective measures and actions to be taken by the contractor. • Copy of final acceptance certificate stating deductions, if any

4.6 Project Management

A kick off meeting shall take place at the start of the performance. The aim shall be to discuss with the Contracting Authority the general implementation of the project and the communication with the project management team. The meeting shall also aim at clarifying to the Consultant's the roles and responsibilities of the Contracting Authority during the implementation.

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

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

The Consultant shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise. Furthermore, the Consultant shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities.

The Consultant must also ensure timely and accurate invoicing for services delivered as well as any required reporting.

The Consultant undertakes to deliver a project management plan to be approved by the contracting authority and her advisors within 7 calendar days following notification of contract award.

This plan must sufficiently anticipate situations to allow the contracting authority to take decisions or provide answers or supply the documents that are incumbent upon it.

The project management plan must be consistent with the work planning. It shall be aligned with the work planning and shall be based on the same document.

The consultant shall be sole manager of the planning of all activities required to perform this public contract. In particular, he shall plan:

- Dates for delivering implementation plans that S/he needs,
- Indication of deadlines dates for decisions to be taken by contracting authority.
- Indication of deadline dates for the conclusion of modifications to orders being elaborated.

4.7 Service Orders under the Framework Agreement

Each assignment under the Framework Agreement shall be initiated through a specific Service order. The Service order shall define the scope, the location, expected deliverables, required personnel, implementation period, and travel requirements. The Service Order shall also specify, where applicable, any sustainability performance requirements, including the application of EDGE methodology and/or support toward EDGE certification.

Depending on the needs of the specific project a service order may include one or several of the following phases:

- Site assessment, surveys and master planning
- Concept, preliminary and detailed engineering design, including drawings, calculations, technical specifications and bill of quantities
- Preparation of tender documents and technical support during the procurement process
- Construction supervision and contract administration
- Provisional acceptance, defects liability period, final acceptance and contract close out.

The Contracting Authority may request these phases individually or in combination. The Consultant shall perform only the services specifically activated through the relevant Service Order and shall mobilize the expertise appropriate to the nature, scale and complexity of the assignment.

For each Service Order, the Contracting Authority shall specify the key experts and level of input required according to the nature, scale and complexity of the assignment. The Consultant shall mobilize the required members of the team. All personnel proposed for a specific Service Order shall be subject to approval by the Contracting Authority prior to mobilization.

4.8 Additional Assignments under the Framework Agreement

The quantities and personnel inputs indicated in Tender Form-Prices are provided solely for tender evaluation and establishment of unit rates.

During the validity period of the Framework Agreement, the Contracting Authority reserves the right to issue additional service requests for supervision of similar infrastructure projects.

Such assignments shall be priced using the unit rates established under the Framework Agreement. The Contracting Authority does not guarantee any minimum volume of services.

4. RESPONSIBILITY OF THE SUPERVISING CONSULTANT

5.1 Site Possession and Startup Activities

- Registration of the Project by the Engineers Registration Board (ERB) and Architects and Quantities Surveyor Registration Board (AQRB) by the following disciplines Architects, Quantity Surveyors, Structural Engineers and Services Engineers). The Consultant shall also be responsible for providing and affixing the required project stickers and supplying the relevant instruction books for each Lot, as applicable. The Consultant shall submit to the Contracting Authority the official control number for payment of the project registration fees. The corresponding invoice issued by the relevant regulatory authority shall be addressed directly to **Enabel** and provided to the Contracting Authority as supporting documentation for payment processing. No reimbursement or payment shall be made without an official invoice issued in Enabel's name by the respective regulatory body.
- Support/ coordinate and assist the parties in kick starting the works and handover site.
- Prepare instruments/instructions to give the Contractor possession of the site and to authorize commencement of works, all for the approval of the Contracting Authority before issuance.
- Support contracting authority to organize and conduct a ceremony to handover/ give possession of site (s) to the Contractor (Technical Handover)

5.2 General Responsibilities:

- Given the multidisciplinary nature of the Framework Agreement, the Consultant shall maintain access to expertise covering, as a minimum, architecture and bioclimatic design, civil/structural engineering, quantity surveying and cost management, electrical engineering, mechanical/plumbing engineering, and construction supervision. The proposed team shall collectively demonstrate capacity to integrate climate-smart and resource-efficient design principles and to apply the EDGE methodology, including energy, water and materials efficiency considerations.
- To support the day-to-day monitoring, coordination, inspection, supervision, and technical oversight of the works.
- To be able to provide the consultancy services under this contract, the Consultant shall assemble an experienced team of sufficient size and capacity, covering all professional disciplines required for the successful execution of the consultancy contracts.
- The Consultant shall be responsible for the execution of the services. In the conduct of the work, the Consultant shall fully liaise with the Managing Official, Managing Official's representatives. The consultant shall assemble a well-qualified and experienced team of sufficient size/capacity, covering all the disciplines required for the successful execution of the assignment as described under personnel requirements and inputs above. During all stages of the assignment, the consultant shall report directly to the Managing Official.
- The Consultant shall be responsible for all preliminary and detailed technical investigations and the preparation of all other essential documents for conducting the assignment. The Consultant has sole responsibility for analysis of all information gathered and conclusions made thereof.

5.3 Contract Management Role of the Consultant's team:

- Perform the role of lead supervisor of works, as defined in the conditions of contract and shall be responsible for management and administration of the work supervision, assisted by other specialists.
- Organize and manage site meetings or other contract management meetings, to be held at least once every four weeks/monthly. Prepare minutes of the meetings and circulate promptly to reach all concerned parties, within seven days of each meeting.
- Perform site inspections, fielding the required expertise at critical stages of execution of the works and supplies contracts.
- Make weekly & monthly progress reports to contracting authority, coordinate contract activities and be the liaison between the Client and Contractor and beneficiary institutions.
- Arrange for regular site inspections (bi-monthly) involving other members of the consultancy team and beneficiary institutions as appropriate.
- Organize and manage site meetings or other contract management meetings, to be held at least once every four weeks/monthly. Prepare minutes of the meetings and circulate promptly to reach all concerned parties, within seven days of each meeting.
- Advise the Client on measures being taken to avoid inherent delays

5.4 Instructions

The Consultant shall from time to time and within the provisions of the construction contract issue instructions to the main contractor(s) related to guidance or adherence to the drawings, specifications, progress of the work or administrative requirements in the contract. The consultant shall also advise on issues related to possible claims for extensions of time, which may be due to the Contractor in accordance with the contract but upon approval by the Managing Official.

Any instruction with contractual, financial, scope, or time implications shall require the prior approval of the Managing Official, who remains the sole authority for decisions affecting the Contract

5.5 Line of Communication

The Managing Official shall remain the official point of contact and the sole authority for contractual, financial, and policy decisions under the Contract.

The Consultant shall act as the Managing Official's representative for technical supervision and shall maintain direct day-to-day communication with the Contractor on all matters related to the execution of the Works.

The Contractor shall communicate directly with the Consultant regarding technical issues, site operations, work progress, quality control, inspections, testing, reporting, and implementation of the Works. Instructions, comments, and recommendations issued by the Consultant within the scope of its delegated authority shall be complied with by the Contractor.

The Consultant shall promptly keep the Managing Official informed of significant developments, risks, non-conformities, delays, and any matters that may affect the scope, cost, quality, or completion period of the Contract.

Any matter involving a variation to the scope of works, contract value, completion period, contractual obligations, claims, disputes, or any other contractual condition shall be referred by the Consultant to the Managing Official for decision. The Consultant shall not issue instructions that alter the Contract without the prior written approval of the Managing Official.

Communication Structure:

Managing Official ↔ Consultant ↔ Contractor

For contractual, financial, and strategic matters:

Contractor → Consultant → Managing Official → Consultant → Contractor

This arrangement shall not prevent direct communication between the Managing Official and the Contractor when deemed necessary by the Managing Official.

5.6 Team Deployment

Employment of a Clerks of Works:

The Consultant shall employ a suitably qualified and experienced Clerks of Works for each site to carry out full-time day-to-day supervision of the construction works and perform the responsibilities specified in the construction contract. Their tasks during the site execution of works and supplies contract shall include the following:

- (i) Inspect site activities on a daily basis and confirm specified design and quality of the works; prepare and issue necessary remedial site instructions;
- (ii) Record on a daily basis the contractor's labour force, major equipment, materials on site and works activities performed and prepare weekly progress reports;
- (iii) Closely watch progress and timelines of planned construction, and installation activities;
- (iv) Promptly report any negative happenings and anticipated problems/ delays on the site and actions taken;
- (v) Participate in provisional handover inspections and preparations of snag lists or identified defects during the defects liability period;
- (vi) Participate in all the inspections till the final handover

5.7 Occupational health and safety on site:

The Consultant shall:

- (i) Review and approve of the Contractors' health and safety policies, inclusive of adherence to national worker-related laws, local bye laws and regulations and ensuring compliance.
- (ii) Ensure that the main contractor(s), any domestic or nominated sub-contractors or visitors to the site adhere to local safety laws and regulations.
- (iii) Depending on the activity on site, ensure that the site and persons are provided with safety measures including: safety helmets, boots, gloves, goggles, guardrails, safety equipment, site signs and first aid equipment.

5.8 Quality Control:

- (i) Ensure the works are constructed in compliance with the drawings and contract specifications
- (ii) Ensure materials and workmanship in the works and supplies conform to the specifications
- (iii) Approve, samples of materials, good, components and workmanship that require prior approval before purchase or installation including conducting of pre-supply inspecting and/or testing of samples and preparing of inspection reports
- (iv) Approve work stages that require specific approvals before the works can proceed e.g. setting out, excavations, formwork, reinforcement, roof structures, etc
- (v) Perform technical acceptance of supplies, including acceptance of installation and training related to supplies;

5.9 Cost Control:

The Consultant shall:

- (i) Establish a cost plan for the works, based on the unit costs for individual work elements and the project budget.
- (ii) Periodically check, ensure and provide snapshot of the running elemental and grand total costs are within the limits of the cost plan and the contract budget. Appraisal and all times not exceeding an interval of three (3) contractor payments.
- (iii) Prepare and submit to the Client a quarterly cost appraisal report containing (i) and (ii) above
- (iv) Advise contracting authority when liquidated damages may need to be imposed on the Contractor

5.10 Cash flow and financial appraisal reports:

The Consultant shall:

- (i) Update cash flow charts to show the anticipated cash flow to the end of the contract period. The cash flow diagrams and tables shall be based on the Contractor's programmed, actual and projected progress to assist the Client plan timely "draw down" of funds for payments to be made to the Contractor during the construction period.
- (ii) Update the cash flow chart every quarter, to show the comparison between projected and actual expenditure.
- (iii) Prepare a financial projection to show the anticipated expenditure in advance of each quarter. These shall be prepared before each quarter and shall show the quarterly anticipated expenditure during implementation
- (iv) Prepare and submit to the Client every month, a financial appraisal report on the contract and which shall include: up-to-date pricing of all variations instructions and re-measurements; payments to-date; cash flow projections.
- (v) Prepare and submit to the client a schedule of rates for the task activities, materials, labour tools/equipment and productivity rates to support Day works.

5.11 Payments to the Contractor:

The Consultant shall:

- (i) Prepare formats for statements by the Contractor, valuations and certificates and other related documents, all to be approved by the Client prior to their adoption and use by the Contractor.
- (ii) Certify for payment work executed by the Contractor.

5.12 Progress photographs and report:

The Consultant shall:

- (i) Prepare three sets of progress photographs on the first day of each month during the construction period.
- (ii) Mount the progress photographs at site, and submit a copy of the photographs to the Client;
- (iii) Prepare a short report incorporating the photographs and describing the progress achieved in the month and supported by an up-date of the construction program.
- (iv) Prepare a simple chart outline of "planned progress verses actual" in terms of work, "payment progress" verses physical" and accompany it with summative points for interpretation of the situation prevailing.

5.13 Responsibilities and Site Presence Requirements of the Personnel

(i) Team Leader:

- Review reports and provide feedback.
- Attend monthly site, coordination, and management meetings.
- Identify and resolve implementation bottlenecks.
- Provide technical guidance and advice to the Managing Official.
- Monitor progress and support timely decision-making.

(ii) Architect / Bioclimatic Design Expert:

- Lead the development and review of architectural concepts, layouts, and detailed building designs in accordance with the project requirements.
- Ensure that all architectural designs comply with applicable laws, regulations, building codes, accessibility requirements, and relevant standards.
- Integrate bioclimatic, climate-responsive, and resource-efficient design principles into the project to enhance environmental performance, user comfort, and operational sustainability.
- Apply EDGE or equivalent green building methodologies and support the preparation of the required sustainability documentation and assessments.
- Coordinate architectural designs with structural, mechanical, electrical, plumbing, environmental, and other engineering disciplines to ensure a fully integrated design solution.
- Review and validate drawings, specifications, schedules, Bills of Materials (BoMs), and other design deliverables related to the architectural scope.
- Participate in design review meetings and incorporate comments from the Contracting Authority and stakeholders.
- Conduct site assessments and review site-specific constraints that may influence the architectural design.
- Advise on appropriate building materials, construction methods, finishes, and sustainable technologies suitable for the project context.
- Support the preparation of tender documents and provide technical clarifications during procurement when required.
- Ensure that all architectural deliverables are completed within the agreed schedule and to the required quality standards.
- The Architect shall participate in all key design meetings, coordination meetings, and design review workshops as required.
- The Architect shall undertake site visits at critical stages of the design process, including initial site assessments, design validation visits, and pre-tender verification visits.
- The Architect shall be available for technical consultations and coordination throughout the design period.
- The Architect shall provide timely responses to design comments, requests for clarification, and multidisciplinary coordination matters throughout the assignment.

(iii) Quantity Surveyor

- Lead the preparation, review, and updating of Bills of Materials (BoMs), cost estimates, and tender documentation.
- Prepare and review cost plans, budget estimates, and cost analyses to ensure alignment with the project budget.
- Verify quantities, specifications, and cost calculations for all design deliverables.
- Provide advice on cost-effective design solutions and value engineering opportunities.
- Support the preparation of procurement and tender documents.
- Review tender submissions and assist in the financial evaluation of bids.
- Monitor cost implications of design changes and prepare cost estimates for variations where required.
- Ensure the completeness, accuracy, and consistency of all cost-related documentation.

- Participate in site visits required for quantity verification, scope validation, and cost assessments.
- Attend design coordination and review meetings as required.
- Undertake site inspections at key stages of the design process and prior to tender issuance.
- Provide timely support on cost-related queries and clarifications throughout the assignment.

(iv) Resident Engineer:

- Lead and coordinate the Clerk of Works in the supervision and delivery of the works.
- Coordinate site activities, inspections, and project meetings.
- Review measurements, Bills of Quantities (BoQs), variations, and Interim Payment Certificates (IPCs).
- Review and validate reports submitted by the Clerk of Works.
- Monitor contractor performance and recommend corrective actions where necessary.
- Attend site visits and meetings as required.
- Required on each site at least once per week.

(v) Clerk of Works

- Daily site supervision and remeasurement of works on-site.
- Submission of weekly progress reports and daily progress photos in a designated WhatsApp coordination meeting.
- Site presence is full time
- Conduct daily site supervision to monitor progress, quality, and compliance with contract requirements.
- Carry out on-site measurements and verification of executed works.
- Submit weekly progress reports.
- Share daily progress photographs through the designated WhatsApp coordination group.
- Identify and promptly report quality issues, delays, and other implementation risks.
- Maintain daily records of site activities and contractor performance.
- Full-time site presence throughout the construction period is required

(vi) Electrical Engineer

- Provide technical support and resolve electrical-related issues arising during implementation.
- Inspect electrical installations and verify compliance with approved specifications and standards.
- Advise the Contracting Authority on electrical works and recommend corrective actions where necessary.
- Site presence required only upon request by the Contracting Authority
- Review and verify as-built drawings for Electrical works.

(vii) Mechanical Engineer

- Review plumbing and mechanical installations.
- Inspect installation quality and compliance with specifications.
- Provide technical support during testing and commissioning
- Attend site inspections when requested
- Review and verify as-built drawings for Mechanical works.

5.14 Completion of construction and Take-Over by Client:

The construction stage shall end, and the Works shall be taken over by the Client when the Works have been completed in accordance with the contract and the Taking-Over Certificate for the Works has been issued by the contractor.

At the provisional acceptance date, the contractor shall prepare the snags list and issue defects notification, test the works and installations, and start preparation of operating and maintenance manuals and as- "built drawings".

The completed buildings and site shall be handed over to the Client within 7(seven) days of the completion date. The contractor shall coordinate and oversee these in accordance with the construction contract.

5.15 As-built drawings

Review As-built drawings submitted by the Contractor.

5.16 Post Construction Stage

a) Rectification of defects:

The Consultant shall:

- (i) Carry out a detailed inspection of possible defects during and at the end of a twelve-month defect's 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

b) Final Acceptance Certificates:

The consultant shall prepare and issue final acceptance certificates, snags correction certificate and final payment certificate in accordance with the works contract and signify full completion of the works taking in account that a written No objection is secured from the end user and client as pertains the functionality of the facilities.

c) Final accounts:

The Consultant shall prepare two separate final accounts for the Client's approval as follows:

- (i) The final account for the construction contract prepared soon after issue of snags correction certificate and issued to all parties for agreement.
- (ii) The project final report, acceptance whereof shall signify the end of the contractor's assignment on the consultancy contract.

d) Managing contract closure activities

In addition to the specific responsibilities set out in the Section Paragraph (a) to (c) above, the consultant shall manage contract closing activities as follows:

- (i) 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) 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) Identify the client representatives to sign the project completion report, confirm the persons responsible for each step of the acceptance process, the post-contract support required and the persons responsible.
- (iv) Convene and hold a contract close-out meeting attended by the Contracting Authority, stakeholders, end users and contractors at which the completion report is among other items approved and signed off.
- (v) Carry out a post-contract evaluation of the works, achievements, the processes undertaken, lessons learnt, unexpected outcomes and the management of the contract and prepare and submit a final report.

5.17 Framework for Site Supervision

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

- (i) For each construction-supervision assignment, the Consultant shall assign a Clerk of Works on a full-time basis at each active construction site. The presence and required level of input of the Resident Engineer and other experts shall be specified in the relevant Service Order, depending on the nature, scale and complexity of the assignment.
- (ii) The Construction Management Unit (CMU) of the Ministry of Education (MOE)/Regional administration secretary (RAS) infrastructure Engineers/District Engineers are our partners. The Consultant shall prepare reports for work progress for submission to the Construction Management Unit at the Ministry/to the RAS.
- (iii) Monthly site meetings shall be held at the sites with the presence of the members of the governing council of the site, the Construction Management Unit of the MoE, the Project, the supervising consultant and the works contractor. Each meeting shall be duly sanctioned by minutes signed by the participants.
- (iv) The Enabel Supervising Engineer stationed at the sites shall make part of the weekly/monthly inspections.
- (v) Random checks shall be conducted by the Managing Official. He shall 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.

5. RESPONSIBILITY OF THE CONTRACTING AUTHORITY

- (i) The Contracting authority shall assist with the required contacts and access to relevant information essential to the proper implementation of the consultancy. Where necessary and possible, the contracting authority shall provide or assist the consultant in obtaining relevant documentation that is required to carry out the duties expeditiously.
- (ii) To ensure that all pedagogical requirements are duly taken into account during the construction and/or rehabilitation works, it is also of the uppermost importance that proper communication, coordination and understanding are ensured between the Project Coordination Team and the personnel involved in the planning, designing, procurement, and execution of infrastructure works. Specific time shall therefore be allocated during the Design/Supervision activities for meetings and discussions with all the stakeholders concerned at the Project offices.

6. DOCUMENTS/RESOURCES PROVIDED BY ENABEL

The following Documents shall be Provided by Enabel (where applicable):

- Construction Drawings
- Contractor's Tender Documents
- BOQs

7. MILESTONES AND PAYMENT SCHEDULE

Each Service Order shall be priced by applying the framework unit rates to the personnel inputs and other items approved in that Service Order. The resulting expert-fee amount shall constitute the Service Order fee to which the applicable milestone percentages below shall be applied. Approved reimbursable costs are excluded from these percentages and shall be invoiced separately against supporting evidence.

Schedule 1: Master Plan and Design Works

Master Plan and Design Works		
Milestone/Task	Description	Payment Percentage
Inception report	Submission and approval of the Inception report, work plan, methodology and design programme	10%
Preliminary design excluding client's reviews • Cadastral and Topographical surveys • Masterplan development including site studies	Completion of the required surveys, investigations, assessments, master planning, concept designs, preliminary designs, and multidisciplinary Engineering designs as applicable to the assignment including Architectural, Structural, Mechanical, Electrical, Plumbing, Environmental, and other relevant technical disciplines excluding client reviews.	40%
• Detailed Design and Tender Documents	Completion of the detailed designs, drawings, calculations, technical specifications, Bills of Quantities (BoQ), schedules, reports, equipment layouts, and tender documents required for the assignment, as applicable to the relevant disciplines excluding client reviews	40%
Tender Process Support	Support during procurement and tendering processes, including clarification of technical queries, review of submissions, evaluation support, incorporation of agreed revisions, and provision of any other technical assistance required to facilitate contract award and commencement of implementation	10%
TOTAL		100%

Where a Service Order includes only some of the design phases listed above, the Service Order shall specify the applicable milestones and adjusted payment percentages.

Schedule 2: Supervision of Construction Works

Supervision of Construction Works	
Milestone/Task	Payment Percentage
Contract management and site supervision: payment shall be made on a pro rata basis, according to the verified physical progress of the works, up to provisional acceptance and handover of the facilities to the client.	90%

Defects Liability and Warranty Period: Upon successful completion of the Defects Liability Period, satisfactory rectification of all notified defects, and final acceptance of the works	10%
TOTAL	100%

8. TECHNICAL OFFER

Tenderers shall prepare and submit a Technical Offer as part of their tender. The Technical Offer shall include the following:

1. Understanding of the Assignment:

The bidder should:

- Demonstrate understanding of project objectives.
- Describe their experience in ISSB production, testing, curing, storage, handling and construction supervision.
- Demonstrate understanding of challenges in working in remote area like Kigoma, Rukwa and other regions.
- Describe how sustainability measures will be monitored and reported during construction.

2. Quality Control & Assurance Plan

A description of how continuous quality control and contractor's performance will be managed through the assignment period.

3. Risk Management

A table entailing at least five (5) common risks that may affect the successful delivery of the construction works and explain the measures your firm will implement to mitigate them.

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

9. REQUIRED EXPERIENCE OF EXPERTS

Tenderers shall submit, as part of their tender, the CVs of the proposed experts. Each CV must clearly demonstrate that the proposed expert meets the minimum experience requirements set out below.

Submission of these CVs and compliance with the minimum requirements are mandatory for the tender to be considered regular.

Expert	Minimum Required Experience
Team Leader	At least ten (10) years of professional experience in building construction works.
Architect / Bioclimatic Design Expert	At least seven (7) years of relevant professional experience in architectural design and coordination of building projects, including demonstrated experience in bioclimatic, climate-responsive and resource-efficient building design.
Quantity Surveyor	At least seven (7) years of relevant professional experience in cost planning, preparation and review of Bills of Materials, cost estimates, tender documentation, cost control, valuations and variations for building and infrastructure works.
Resident Engineer	At least eight (8) years of professional experience in building construction works.
Clerk of Works	At least three (3) years of hands-on experience in building construction, supervision, production or training.
Electrical Engineer	At least five (5) years of professional experience in electrical design and construction works for buildings.
Mechanical Engineer	At least five (5) years of professional experience in mechanical and plumbing design and construction works for buildings.

Note: The CVs assessed under this section should be the same CVs submitted as part of the selection file. Tenderers should therefore submit one CV for each required profile as part of their bid. The minimum years of experience will be assessed as a regularity requirement, while the other qualification requirements will be assessed as selection requirements.

6 SELECTION FILE

APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

1. OFFICIAL AUTHORIZATION OR CERTIFICATION TO EXERCISE ACTIVITY

1.1. Tenderers are required to submit proof of all the following Registration Certificates:

S/No	Required Discipline	Requirements	Supporting Evidence
1	Architectural Services	Registered as an Architectural Firm with the Architects and Quantity Surveyors Registration Board (AQRB)	Valid AQRB Registration Certificate
2	Quantity Surveying Services	Registered as a Quantity Surveying Firm with the Architects and Quantity Surveyors Registration Board (AQRB)	Valid AQRB Registration Certificate
3	Civil Engineering Services	Registered as a Civil Engineering Consulting Firm with the Engineers Registration Board (ERB)	Valid ERB Registration Certificate
4	Electrical Engineering Services	Registered as an Electrical Engineering Consulting Firm with the Engineers Registration Board (ERB)	Valid ERB Registration Certificate
5	Mechanical Engineering Services	Registered as a Mechanical Engineering Consulting Firm with the Engineers Registration Board (ERB)	Valid ERB Registration Certificate

Note: The lead Consulting firm should be either registered as an Architectural Firm with AQRB or Civil Engineering firm by ERB. Where the lead consulting firm does not hold the required registration for one or more disciplines, it may form a Joint Venture or formal association with one or more suitably registered firms to submit a joint bid. Collectively, the participating firms must hold registrations covering all required disciplines. The tender must identify the lead firm and all participating firms and include the relevant registration certificates for each firm.

ECONOMIC AND FINANCIAL CAPACITY

2. MINIMUM TURNOVER

- 1.1. The tenderer shall submit financial statements for the last three completed financial years (2023, 2024 and 2025). The financial statements for 2023 and 2024 shall be audited and certified by a Registered Certified Public Accountant or an equivalent professional body recognized in the country of registration.
- 2.1. Where the audited financial statements for 2025 are not yet available at the time of tender submission, the tenderer may submit management accounts or unaudited financial statements for 2025.
- 2.2. The submitted financial statements demonstrate an average annual turnover of at least EUR 90,000 over the last three (3) financial years.

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

TECHNICAL AND PROFESSIONAL APTITUDE

3. STAFF QUALIFICATIONS

- 3.1. Tenderers shall submit, as part of their tender, the CVs of the proposed experts. Each CV must clearly demonstrate that the proposed expert meets the minimum qualification requirements set out below.

Position	Minimum Requirements
Team Leader	- Bachelor's degree in civil engineering, Buildings Economics, Quantity Surveying or Architecture. - Professional registration by the relevant professional board.
Architect / Bioclimatic Design Expert	Bachelor's degree or above in Architecture and registration with the relevant professional body.
Quantity Surveyor	Bachelor's degree or above in Quantity Surveying or building economics or equivalent and registration with the relevant professional body.
Resident Engineer	- Bachelor's degree in civil engineering, Buildings Economics, Quantity Surveying or Architecture - Professional registered by the relevant professional body.
Clerk of Works	An Ordinary Diploma or Degree in Civil Engineering or Architecture.
Electrical Engineer	- Bachelor's degree in electrical or Electromechanical Engineering. - Professional registered by the relevant professional body.
Mechanical Engineer	- Bachelor's degree in mechanical or Electromechanical Engineering. - Professional registered by the relevant professional body.

NOTE: The contracting authority reserves the right to ask for evidence to verify qualifications on the CV.

For the Clerk of Works position, only one CV is required at tender stage for the purpose of evaluating compliance with the minimum requirement. During implementation, the Service Provider may propose additional or replacement Clerks of Works, provided that each proposed expert meets the same minimum requirements and receives the Contracting Authority's prior written approval.

Where a proposed or approved expert becomes unavailable, the Service Provider shall propose a replacement within seven (7) calendar days after becoming aware of the unavailability. The replacement must possess qualifications and experience at least equivalent to those of the person being replaced and may only be deployed following the Contracting Authority's written approval.

4. REFERENCES FOR SIMILAR EXECUTED PROJECTS

The tenderer shall demonstrate experience gained within the past five (5) years by providing:

- at least three (3) references for the supervision of construction works, each relating to a construction project with a value of at least EUR 300,000; and
- at least three (3) references for the design of construction works, each relating to a construction project with a value of at least EUR 300,000.

Each reference must be supported by a client reference letter, signed contract or certificate of satisfactory completion issued by the respective client.

The same reference may be used to satisfy both requirements, provided that the tenderer performed both the design and supervision services and that the supporting documentation clearly demonstrates the scope of services performed.

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) Tender form - Prices (clause 2 of chapter 8 Forms)
- (c) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 3 of chapter 8 Forms);
- (d) All documents demanded in 6 Selection file (see clause 14 of chapter 3 Award Procedure);
 - 1. Relevant registration certificates;
 - 2. Financial Statements;
 - 3. CVs of the proposed experts;
 - 4. References of similar contracts; and
- (e) Technical Offer
- (f) European Single Procurement Document (ESPD). (for each participant for tenders submitted by a group) (See Chapter 3)
- (g) All documents demanded in clause 16 of chapter 3 Award Procedure (award criteria);
- (h) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 14 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
- (i) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (j) Power of Attorney: The Tenderer shall include in his tender the power of attorney empowering the person signing the bid on behalf of the company, joint venture or consortium. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.
- (k) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (l) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.
- (m) **Incorporation certificate:** The Bidder shall include in his tender the incorporation certificate from the competent authority.
- (n) **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.
- (o) **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. For Belgian tenderers, the certificate must cover the most recently completed reporting period for which the relevant certificate is available.
- (p) **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.
- (q) **Professional indemnity insurance:** At the latest before award, the bidder must provide a valid professional indemnity insurance certificate covering professional errors, omissions and negligence

arising from Master Planning and/or Design services. The successful bidder must maintain this insurance throughout the validity of the Framework Agreement and the performance of all Service Orders.

1. IDENTIFICATION FORM

Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

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

Identification form Public actor - entity

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

2. 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.

Expert	Unit	Estimated Quantities	Unit price	Total Price (excl. VAT)
Team Leader	Person-day	240	€	€
Architect / Bioclimatic Design Expert	Person-day	300	€	€
Quantity Surveyor	Person-day	300	€	€
Resident Engineer	Person-day	1,200	€	€
Clerk of Works	Person- day	7,200	€	€
Electrical Engineer	Person-day	180	€	€
Mechanical Engineer	Person-day	180	€	€
SUB-TOTAL: Incl. WHT and excl. VAT (A)				€
WHT to be retained at source: 5% for local bidders or 15% for international bidders (B)				€
VAT (if applicable) (C)				€
NET to be paid to the bidder D = (A-B+C)				€
GRAND TOTAL Incl. WHT and VAT = (A + C)				€

- Transport costs shall be treated as reimbursable costs payable in addition to the expert fees. They must be included in Terms of Reference and approved in writing by the Contracting Authority before they are incurred. The most economical appropriate transport option available shall be used, subject to the Contracting Authority's prior approval. Under no circumstances shall reimbursable transport costs exceed fifteen percent (15%) of the total value of the relevant Service Order.
- Accommodation and any other expenses shall not be reimbursed separately and must be included in the expert fees quoted by the Service Provider.
- The tenderers are requested to quote for all items listed above.
- Enabel may be exempted from VAT in Tanzania depending on the project. For this contract, if a VAT exemption applies, a VAT exemption certificate will be provided in lieu of VAT payment. Where no VAT exemption applies, VAT shall be payable in accordance with the applicable tax legislation.
- The quantities indicated above are estimates only and are provided for guidance; the contracting authority does not commit to any minimum quantities under this Framework Agreement.
- The use of this form to quote prices is mandatory.
- All prices should be quoted in Euros, exclusive of VAT, and inclusive of any applicable withholding tax.
- No alterations, amendments, or modifications shall be made to this form, other than completing the applicable amounts and prices in the designated fields.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

3. 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 , as well as.**

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:			