



Tender documents GMB 405

Agri-food Processing Platforms in
Gambia - Design Study and works follow-
up

Enabel Reference: GMT170011T

Project: Rural Infrastructure and
Employment Creation (RIEC)

Financed by: The European Trust Fund for
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1 Administrative and contractual provisions

1.1 General provisions

1.1.1 Derogations from the Royal Decree of 14.01.2013

Point 4 “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

These tender documents derogate from the General Implementing Rules: article 25 GIR.

1.1.2 Contracting authority

The contracting authority, hereafter also the awarding 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 the Law of 23 November 2017 on the name change to Enabel and defining the missions and functioning of Enabel, the Belgian development agency.

Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it can 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.

For this public contract, Enabel is represented by Mr Alessio Pannini Salavadori, CPM, and Mr Cédric De Bueger, ECA.

1.1.2.1 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

¹ Belgian Official Gazette of 26 march 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ <http://www.ilo.org/ilolex/english/convdisp1.htm>.

- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.1.3 Rules governing the public contract

The following, among other things, applies to this public contract:

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services;
- The Royal Decree of 18 April 2017 on the Award of Public Procurement Contracts in the classic sectors;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;
- Circulars of the Prime Minister with regards to public contracts.

1.1.4 Definitions

The following definitions shall be used for the purposes of this contract:

- The tenderer: The natural person (m/f) or legal entity that submits a tender;
- The contractor/ service provider: the tenderer to whom the contract is awarded;
- The awarding/contracting authority: Enabel; represented by Jean Van Wetter;
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- Contract documents: contract notice and the Tender Specifications including the annexes and the documents they refer to;
- Technical specifications: a specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, either at the initiative of the tenderer;
- Inventory: The contract document, in a public supply contract or a public service contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- General Implementing Rules (GIR): Rules laid down in the consolidated version of the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public work;

⁵ Belgian Official Gazette of 14 July 2016.

- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Litigation: Court action.

1.1.5 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they will comply therewith.

He is fully bound by professional secrecy as referred to in Article 458 of the Criminal Code, which provides for correctional sentences (imprisonment or fines) for the professionals who violate this secrecy.

1.1.6 Deontological obligations

Any failure to conform with one or more of the deontological terms may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with Enabel.

For the duration of the contract, the contractor and its staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, the clarification, evaluation of tenders and applicants comparison procedures will lead to the rejection of the application or the tender.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

Any tender will be rejected and any (public) contract will be cancelled once it appears that the contract awarding or its performance was related to the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract.

The contracting authority will be allowed to proceed to any control, on paperwork or on the site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

1.1.7 Applicable law and competent court

The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point "Litigation (Art. 73)".

1.2 Object and scope of the contract

1.2.1 Type of contract

Public service contract.

1.2.2 Object of the tender

1.2.3 Duration

The contract starts upon award notification and expires at the final acceptance. Meaning after acceptance of all services in accordance with the terms of reference and the bid that may have been adapted during the negotiations.

Deadlines for performance are specified in section 3 Terms of reference, under 3.3 Objectives of the exercise.

1.2.4 Items

Item 1 PPS/PDD: the tenderer offer the percentage of the fees, based on a budget of 4.500.000 euro of works, for the studies PPS/PDD

Item 2 Follow up of the works: the tenderer offer the percentage of the fees based on a budget of 4.500.000 euro of works, for the follow up of the works

Attention! The final price which may be invoiced by the contractor will be calculated on the basis of the percentage of fees set for item 2 applied to the amount of work actually carried out.

1.2.5 Lots

This contract is a contract with one lot

1.2.6 Object

The tender consist in Project study to build two platforms for the collection, processing, storage and sales and wholesale/semi-wholesale market of the Gambian vegetable products, for the RIEC Intervention and the follow up of works with a budget of 4.500.000 € HTVA.

The performance of the tender will be composed of the following three phases:

Phase 1: Preliminary Technical Studies and Preliminary Project Summary (PPS)

Interventions required for each platform:

- Identification of the physical, geological, geodesic, climatic and environmental constraints of the implantation sites,
- Definition of technical options for development work and investments proposed by sites (types of work, architecture, building standards, etc...).
- Design of the works, consistency and pre-dimensioning of the works to be carried out (buildings and their annexes, external arrangements and accesses, etc.), plans and summary descriptive and quantitative specifications.
- Estimation of the costs of the proposed development and investment work and of the costs maintenance with an accuracy of +/- 20 %. Establishment of execution schedules.
- Follow-up of work implementation and Quality Control until the finalization of works

Phase 2: Elaboration of the Detailed Preliminary Design (PDD) and of the Request for Proposals (RFP)

The study should take into account and comply with the Codex Alimentarius guidelines for the application of the HACCP (system Hazard Analysis and Critical Control Point system) <http://www.fao.org/3/a1552e/a1552e00.pdf>

Documents required for each platform:

- Ground plan.
- Building layout plans.
- Site access plans.
- Plan of connection to the municipal electricity net and proposal of alternative power generator system.
- Plan for connection to the municipal water supply system and rainwater collection and storage systems.
- Plans for grey and black water collection and treatment system.
- Plans of waste treatment system (organic and non-organic).
- Plans of foundations.
- Plans and elevations of each building.
- Plans of the cross sections of each building.
- Roofing plans of each building.
- Plans of plumbing, sanitary, ventilation of each building and refrigeration of storage areas.
- Plans of electrical supply and lighting for each building and electrical subsystem for security (fire and evacuation circulation) and communication for each building.
- Exterior power supply and lighting plans for each site.
- Range of coatings and colours for the interior and exterior walls of each building.
- Pallet of samples (options) of floor coverings, Interior and exterior of each building.
- Preliminary layout of furnishings for each building.
- Interior and exterior signage for each building and the sites.
- Table of technical specifications and unit prices schedule (BOQ) for access and sites works.
- Table of technical specifications and unit prices schedule (BOQ) for the construction work for each building.
- Table of technical specifications and unit prices list (BOQ) for the supply and Installation of doors and windows (with their protection systems) for each building and the sites.
- Table of technical specifications and unit prices list (BOQ) for the supply and Installation of electrical equipment for each building and the sites.
- Table of technical specifications and unit prices list (BOQ) for the supply and installation of plumbing equipment for each building and the sites.
- Table of technical specifications and unit prices list (BOQ) for the supply and installation of ventilation equipment for each building.
- Table of technical specifications and unit prices list (BOQ) for the supply and installation of refrigeration equipment for the storage areas.
- Table of technical specifications and unit prices list (BOQ) for the supply and Installation of signage for each building and for the sites.
- Table of technical specifications and unit prices list (BOQ) for the construction of the

connection to the municipal electricity net and the alternative power generator system for each site.

- Table of technical specifications and unit prices schedule (BOQ) for the construction of the connection to the municipal water supply system and the rainwater collection and storage system for each site.
- Table of technical specifications and unit price list (BOQ) for the construction of the grey and black water collection and treatment system for each site.
- Table of technical specifications and unit price list (BOQ) for the construction of the waste treatment system (organic and non-organic) for each site.
- Planning of the different interventions of the trades and schedule of the construction site.
- Building permit file for each site.
- The Detailed Technical Specification Booklet (DTS).
- Bidding documents for each site for the part of the infrastructural investment Enabel will decide to implement immediately.

Attention! The study services concerning the phase 1 PPS and the phase 2 PDD will relate to works with a budget to 4.500.000 €

Number of man/day is estimated to: 150 man/day for phase 1 and phase 2

- **Phase 3: Control support and monitoring**

The Provider will support the RIEC project in the tendering and contracting process with the selected contractor.

The service provider will support the RIEC project in setting up the worksites, monitoring and control of the works in accordance with the schedule of realization and in compliance with the rules of art and good coordination with the participants.

For this purpose, it will be brought to :

- Working closely with the RIEC Project Program Manager on a daily basis.
- Work closely with the technicians of each institution involved.
- Monitor and control the implementation of the sites works and the construction, fitting-out and equipping of buildings.
- Attend and report on the technical acceptance of the works (including during the warranty period).

Attention! The services concerning the phase 3 Control support and monitoring will relate to works with a budget of 4.500.000 €

Number of man/month is estimated to: 60,5 man/month (1215 man/day for phase 3)

1.2.7 Variants

Variants are forbidden.

1.3 Procedure

1.3.1 Award procedure

This contract is awarded in accordance with Art. 36 of the Law of 17 June 2016 pursuant to a open procedure.

1.3.2 Publication

The contract notice is published to the Official Journal of the European Union and on the Belgian official Gazette.

1.3.3 Information

The awarding of this contract is coordinated by Mister El Hadji Amadou BEYE. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

Until 7 calendar days before the final date for receipt of tenders, tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016. Questions shall be addressed in writing to: elhadjiamadou.beye@enabel.be

Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published as mentioned under point "Publication" that are sent to him by individual registered letter or by electronic mail.

The tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

1.4 Tender

1.4.1 Data to be included in the tender

The tenderer must use the tender forms in annexe (see point "Forms"). When not using this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be disseminated by the contracting authority.

The following information will be included in the tender (See checklist form).

Access right and qualitative selection documents

Award criteria documents

Forms

1.4.2 Price determination

All prices shall be given in EUR (euros) and rounded off to two figures after the decimal point. Prices given are without VAT.

The present contract is a fixed all-in lump-sum unit price contract requested for the two following items:

Item 1: percentage of the fees, based on a budget of 4.500.000 of works, for the studies PPS/PDD

Item 2: percentage of the fees based on a budget of 4 500 000 of works, for the follow up of the works

Attention! The final price which may be invoiced by the contractor will be calculated on the basis of the percentage of fees set for item 2 applied to the amount of work actually carried out.

According to Art. 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit involving any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

1.4.3 Elements included in the price

The service provider is deemed to have included in his unit and global prices all costs and taxes that generally somehow affect the services, with the exception of the value-added tax.

The following shall in particular be included in the prices:

- Administrative (insurances) and secretariat costs; communication costs (included internet), own ICT equipment (laptop, printer, smartphone)
- The costs of documentation with regards to the services and of any documentation required by the contracting authority;
- The delivery of documents or of pieces related to the performance of the services;
- Customs and excise duties for equipment and products used; the copyright fees;
- Non-chargeable days (sick leave, holidays, travel days, public holidays,...)
- Transport from the consultant's home to perform the services (air tickets, local transport costs);
- Accommodation and any other costs related to the mission;
- The consultant's accommodation and all his personal expenses.

1.4.4 Period of validity

Tenderers will be bound by their tenders for a period of 90 calendar days from the deadline for the submission of tenders.

1.5 Submission of tenders

The tender and all accompanying documents have to be numbered and signed (original hand-written signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original and "copies" will be sent in a sealed enveloped mentioning: **"TENDER GMB 405 Agri food Platform Design study and works follow up"**

The tender must be received **before 1st October 2020 at 12.00 PM** by postal mail or hand delivered directly to the contracting authority against a signed and dated receipt:

RIEC Intervention - Enabel, Belgian Development Agency

Enabel,

Khamsys Technologies

BIJILO Tourist Layout

BIJILO

The Gambia

Any tender must arrive **before** the final submission date and time. Tenders that arrive late will not be accepted.

1.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

1.7 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point "Submission of tenders". The tenders shall be opened behind closed doors.

1.8 Evaluation of tenders

The tenderers' attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet). Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.

1.8.1 Exclusion grounds

The mandatory and optional exclusion grounds are advised in the appendix to these tender specifications

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point "Declaration on access rights and exclusion criteria".

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point "Forms".

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of Law of 17 June 2016.

- 1) An **extract from the criminal record** made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities.

- 2) The document certifying that the tenderer is in order with the **payment of social contributions**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.
- 3) The document certifying that the tenderer is in order with the **payment of levies and taxes**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.
- 4) The document certifying that the tenderer is **not into bankruptcy**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

The above-mentioned documents are to be recent; recent means they are established less than **three months before the tender submission deadline**.

Tenderers of Belgian nationality who have an enterprise number only have to provide the extract of the criminal record. The contracting authority will itself verify the situation of the tenderer for points 2, 3 and 4 via the Télémarc system.

Conflicts of interest and revolving doors mechanism

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, the tenderer shall refrain from relying on any former (internal or external) collaborators of Enabel, within two years from his/her/their resignation, retirement or any other type of departure from Enabel, for whatever reason, directly or indirectly, for the elaboration and/or submission of its tender or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this public contract.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and his/her/their activities for this public contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 5 of the Law of 17 June 2016 on procurement and certain works, supply and services contracts. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the public contract.

1.8.2 Qualitative selection

Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable from a technical point of view to successfully perform this public contract. In order to be selected, the tenderer must submit:

1.8.2.1 Financial capacity

The tenderer attaches to his offer a declaration on his honor in which he declares to have achieved a turnover of more than 800.000 € for each of the last three years (2017, 2018 and 2019).

1.8.2.2 Technical capacity

3 main References

The tenderer attaches to his offer certificates of good performance of 3 similar services with similar amount that the tenderer bid, performed in the last three years.

At least one of the three references was to be performed for a public administration (international or national)

At least one of the of three references was to be performed in the agro-industrial and / or logistic sector, completed in the last 3 years

ISO Certificate

The tenderer must produce a certificate where an accredited certification body certifies that the organization's management system complies with the requirements of the ISO 9001: 2015 standard for the following activities: DESIGN OF URBAN, ARCHITECTURAL, STRUCTURAL, ROAD AND PLANT WORKS. CONSTRUCTION SUPERVISION AND SAFETY COORDINATION.

Team

The Tenderer attaches to his bid the cv's of the members of a team of professionals who have proven their experience and skills, at least the profiles bellow witch meet following requirements:

- A Senior Architect

He (she) holds a degree in architecture or civil engineering.

The architect will have:

- At least 5 years' experience designing similar buildings using AutoCAD.
- At least 4 years' experience in stability calculation and dimensioning.

- A Junior Architect

He (she) holds a degree in architecture or civil engineering.

The junior architect will have:

- At least 2 years' experience designing similar buildings using AutoCAD.

- A Senior Civil Engineer

He (she) holds a degree in civil engineering or construction engineering.

The civil engineer will have:

- Proven experience of at least 5 years in the field.
- Relevant experience of at least 7 years in stability calculation and dimensioning.
- At least 5 years' experience in carrying out or conducting similar work of comparable complexity.
- Relevant experience of at least 2 similar assignments of comparable complexity carried out in the same type of conditions within the last 5 years.

- A Junior Civil Engineer

He (she) holds a degree in civil engineering or construction engineering.

The junior civil engineer will have:

- Proven experience of at least 2 years in the field.
- Relevant experience of at least 3 years in stability calculation and dimensioning.
- At least 2 years' experience in carrying out or conducting similar work of comparable complexity.
- Relevant experience of at least 1 similar assignment of comparable complexity carried out in the same type of conditions within the last 3 years.

- An Environmental Engineer

He (she) holds a degree in environmental engineering.

The environmental engineer will have:

- At least 3 years' experience providing environmental assessments for construction work on urban sites.
- Relevant experience of at least 2 similar assignments of comparable complexity carried out in the same type of conditions within the last 5 years.

- A Clerc

He (she) should be

- Graduated with 10 years of work monitoring and control experience 4 years of experience in monitoring and controlling work on similar projects
4 months of supervision and control of works on a schedule estimated 8 months of completion.

- A Hydrological Engineer

He (she) holds a degree in geology or hydrological engineering.

The hydrological engineer will have:

- At least 3 years' experience providing assessments and supervising water supply installations on urban sites.
- Relevant experience of at least 2 similar assignments of comparable complexity carried out in the same type of conditions within the last 5 years.

- A Electro-mechanical Engineer

He (she) holds a degree in electro-mechanical engineering.

The electro-mechanical engineer will have:

- At least 3 years' experience providing assessments and supervision of electricity and mechanical installation work on industrial construction sites.
- Relevant experience of at least 2 similar assignments of comparable complexity carried out in the same type of conditions within the last 5 years.

Attention! Very Important: The tenderer will add to his BID the DUME document (form N° 4.14) dated and signed by the person able to commit the tenderer

1.8.3 Award criteria (100 Points)

Financial offer: 40 points

To compare the offers with regard to the price criteria, Enabel will be based on sum of the two unit prices given by the tenderer (form 6.2) for the two following items:

Item 1: Lump sum for the studies PPS/PDD for a budget of works of 4.500.000 €, calculated as a percentage of the above-mentioned total amount

Item 2: Lump sum for the follow-up of works for a budget of works of 4.500.000 €, calculated as a percentage of the above-mentioned total amount

The bids will be noted on basis of a rule of three.

Technical offer: 60 points

1.1 Understanding the terms of reference Comments and proposal for improvement of the terms of reference by the tenderer (15 points) (see part 3 Terms of References)

1.2 Consistency and clarity of the proposed methodology for this criterion, the tenderer must ensure that all aspects of the assignment are covered by the proposed approach. Its approach must make it possible to achieve the targeted objectives. (30 points) (see part 3 Terms of References)

1.3 Compliance of the proposed work plan with TOR It will be a question of verifying the respect of deadlines, the staffing planned for the study and the distribution of the tasks between the members of the team. (15 points) (see part 3 Terms of References)

TOTAL 60

1.8.4 Final scores

The scores for the 6 award criteria shall be added up. The contract shall be awarded to the tenderer with the highest final score, after the contracting authority has verified the exactitude of the Declaration on honour of this tenderer and provided the control showed that the Declaration on honour corresponds with reality.

1.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above. We need to point out though, that in conformity with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority can either renounce to award the contract, either redo the procedure, if necessary through another awarding procedure.

1.9 Concluding the contract

Pursuant to Art. 88 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer of the approval of his tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- The registered letter of notification of the award decision,
- These tender documents and the annexes,
- If any, minutes of the information session and/or clarifications and/or the addendum,
- The tender and all its annexes, and the approved BAFO if any
- Any later documents that are accepted and signed by both parties.

2 Specific contractual provisions

This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the 'General Implementing Rules of public contracts' of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

These tender documents do derogate from Art. 26 the General Implementing Rules (see "Performance bond (Art. 25-33)").

2.1 Definitions (Art. 2)

- Managing official: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;

2.2 Correspondence with the service provider (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender.

2.3 Managing official (Art. 11)

The managing official is Mr James Dean Intervention Manager of RIEC.

Once the contract is concluded, the contract manager is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services and signing acceptance and failure report(s).

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of the contract manager. For such decisions the contracting authority is represented as stipulated under point "Contracting authority".

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g., performance deadline, etc.) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the tender documents and that has not been notified by the contracting authority, shall be considered null and void.

2.4 Subcontractors (Art. 12-15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority. The contractor commits to having the contract performed by the persons indicated in the

tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

Any replacements or subcontracting which may be envisaged by the tenderer has to be mentioned in the offer and remains subject to the contracting authority's prior approval.

2.5 Confidentiality (Art. 18)

The tenderer commits to not advertising about this contract without the preliminary written agreement of the contracting authority. He may, however, mention this contract as a reference in the context of a public contract, provided that he is true in the presentation of the status (e.g. 'in performance') and in as far that the contracting authority has not withdrawn this permission for cause of poor performance of the contract.

2.6 Intellectual property (Art. 19-23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Contracting Authority. The contracting authority will transfer the results or rights accordingly to the commission.

2.7 Performance bond (Art. 25-33)

2.7.1 Provision of a bond

The performance bond is set at 5% of the total amount, excluding VAT, of the contract. The amount thus obtained shall be rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a collective performance bond. The performance bond may also take the form of a guarantee (see "Model of Proof of posting bond") issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch 15 (bonds).

The successful tenderer must, within 30 calendar days, as from the day of the awarding of the contract, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1. when it comes to cash, by transferring the amount to the bpost bank account number of

Caisse des Dépôts et Consignations. Complete the following form as precisely as possible:

https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 MB), and

return it to the email address [info.cdcck @ minfin.fed.be](mailto:info.cdcck@minfin.fed.be)

2. in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3. in the case of a collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;

4. in the case of a surety, by the written undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

5. the deposit receipt of the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or

6. a debit notice issued by the credit institution or the insurance company; or

7. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or

8. the original of the joint and several performance bond stamped by the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or

9. the original of the written undertaking issued by the credit institution or the insurance company granting a surety.

These documents, signed by the depositor, must state for whom the performance bond has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful tenderer and, if applicable, of the third party making the deposit, with the words "lender" or "representative" as applicable.

The period of 30 calendar days specified above shall be suspended during the period of closure of the successful tenderer's business during paid annual holidays and the days off in lieu stipulated by regulation or by a compulsory collective labour agreement.

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

2.7.2 Failure to post the performance bond (Art. 29)

When the contractor fails to prove that the performance bond has been posted within 30 calendar days, he will be set in default by registered mail. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by registered letter, the contractor has still failed to produce proof that the performance bond has been posted within a further period of 15 calendar days dating from the date of dispatch of the registered letter, the contracting authority may:

- 1° Post the performance bond itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

2.7.3 Release of the Bond (Art. 33)

The guarantee or bond will be released after final acceptance of all deliverables.

2.8 Conformity of performance (Art. 34)

The services must comply in all respects with the contract documents. Even in the absence of technical specifications in contract documents, the services must comply in all respects with good practice.

2.9 Changes to the public contract (Art 37 to 38/19)

2.9.1 Unforeseen circumstances (Art. 38/9)

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

2.10 Means of action of the contracting authority (Art. 44-51 and 154-155)

Failure of the contractor is not only related to services themselves but also to the whole of his obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.

In case of violation, the contracting authority can impose a set fine to the contractor for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the successful tenderer hoped to obtain by offering the advantage to the employee. The contracting authority can decide independently about the application and the amount of this fine.

This term is without prejudice to the possible application of other measures as of right provided in the General Implementing Rules, namely the unilateral termination of the contract and /or the exclusion of contracts of the contracting authority for a determined duration.

2.10.1 Failure of performance (Art. 44)

The contractor is considered to be in failure of performance of the contract:

- When services are not performed in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the successful tenderer does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a 'failure report', a copy of which shall be sent immediately to the successful tenderer by registered letter.

The contractor shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the 'failure report'. His silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.

2.10.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Art. 45. They shall be due, without the need for notice, simply by the expiry of the performance period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

2.10.3 Measures as of right (Art. 47-155)

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire 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 of the contract.

2° Performance under own management of all or part of the non-performed contract.

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures referred to in 1°, 2° and 3° shall be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract shall be borne by the new successful tenderer.

2.11 Performance modalities (Art. 146 and seq.)

2.11.1 Implementation period (Art. 147)

The services shall be performed within the period and calendar mentioned in the ToR.

Place where the services shall be performed (Art. 149)

The services shall be performed:

- Home/office of the service provider
- field missions

2.11.2 Evaluation of the services performed

If during contract performance irregularities are found, the contractor shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently. The contractor is bound to perform the non-complying services again.

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

2.11.3 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider shall guarantee the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the services or due to failure of the service provider.

2.12. General payment modalities (Art. 66-72 and 160)

The amount owed to the service provider must be paid within 30 calendar days with effect from the expiry of the verification period (see point “2.12.2.1 Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address: **James.dean@enabel.be**

The invoice will mention:

- **“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)”**;

- the name of the contract: “GMB 405 Agri-food Processing Platforms’ Design Study and works’ follow-up”
- the name of the contract manager: James Dean

The invoice shall be in euros.

Payment is made after each mission/ analysis per country on the basis of the report that is established by the contractor and approved by the managing official.

2.12.1 Schedule of payments

• PHASE 1 The Preliminary Project Summary (PPS) file.	15 J after notification 10% of the amount of the study phase after acceptance
• PHASE 2 The Detailed Design Document (DDD).	90 J after validation of PPS 70% of the amount of the study phase after acceptance
• PHASE 3 The Tender Documents assistant for evaluation of offers and négociation.	15 j after validation and services 30 %
• PHASE 4 Monthly reports of the monitoring, control of the work.	the total contract amount according to a monthly schedule

2.12.2 End of the contract (Art. 64-65, 150 and 156-157)

A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 “Contract manager (Art. 11)”).

2.12.2.1 Acceptance of the services performed

The services shall be only accepted after fulfilling requirements and after technical acceptance(s).

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.13 “General payment modalities (Art. 66-72 and 160)”).

Upon expiration of the thirty-day period following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

Where the services are completed before or after this date, it shall be the responsibility of the service provider to notify the contract manager by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty calendar days after the date of receipt of the service provider’s request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

2.13 Modifications to the contract (Art. 37-38 and 151)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered.

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

2.14 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

The contracting authority shall in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor guarantees the contracting authority against any claims for compensation by third parties in this respect.

In case of "litigation", i.e. court actions, correspondence must (also) be sent to the following address:

Enabel, Public-law Company with social purposes
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Mrs Inge Janssens
Rue Haute 147, 1000 Brussels, Belgium.

3 Terms of reference

1. Project Background

In January 2019, the Belgian Development Agency Enabel began a three-year project in The Gambia that is funded by the European Union Trust Fund for Africa (EUTF). Enabel's Rural Infrastructure for Employment Creation (RIEC) project is part of a larger EUTF program known as Tekki Fii, which aims to provide economic opportunities for young people and returned migrants in The Gambia. The RIEC project is intended to create new job opportunities along selected value chains by building and rehabilitating rural infrastructure. The project, in close consultation with government authorities, local partners and the donor, has chosen to focus on two value chains: horticulture and poultry.

The RIEC project thus has two interlinked objectives:

- The construction of secondary and tertiary infrastructure that expands production, increases productivity, supports agro-processing and improves the competitiveness of Gambian horticulture and poultry.
- The subsequent development of rural entrepreneurship and youth employment along the horticultural and avicultural value chains.

2. Justification

Horticulture holds high economic prospects relative to other agricultural value chains. The Gambia enjoys a distinct geographical advantage over other African countries that are exporting fruits and vegetables, namely its proximity to Europe. The country also enjoys solid regional trade links with neighbours such as Senegal and Mali.

- The country's thriving tourism sector contributes 20% of GDP to the economy. At present, the hospitality industry on the coast imports over 80% of its food, including horticultural requirements, which otherwise could and should be produced in the country.
- The existing demands of the diaspora market for African fruits and vegetables in Europe represent a large potential market for Gambian fruits and vegetables.
- The country is presently importing large volumes of produce from Senegal and other countries to feed its population.

Among all horticulture products, mango, chili pepper, sweet potato, onion, and tomato hold the greatest commercial potential for national and international markets. These top five prioritized crops have the potential to tap into a USD 64 million addressable market, benefit 36,600 farmers, and create 16% more farming jobs in the horticultural sector between 2020 and 2025.

To respond to these commercial opportunities, the sector requires the appropriate infrastructure to collect, process and distribute produce from the individual community gardens. The following terms of reference address the need for a civil engineering/architectural firm to design two such multi-purpose platforms and to supervise their construction.

3. Objective

Enabel plans to finance the construction of two multi-purpose agro-processing platforms for the collection, processing, storage, distribution, and marketing of Gambian horticultural products:

- The platform in Yundum
Located in Yundum, in the West Coast Region, at the intersection of the Coastal Road and the Trans-Gambia Highway, this platform will benefit from its proximity to the Yundum international Airport. It is the larger of the two platforms and includes a

packhouse that will assemble, sort, grade, package, store, and distribute horticultural products. The platform will include a cold storage unit and outlets for wholesale as well as semi-wholesale and retail sales. In addition to facilitating exports via the Yundum airport, the platform will also be a main distribution point for fresh produce marketed to the hospitality industry along the coast.

- The platform in Farafenni
Located at the intersection of the North Bank Highway and the main access road to Senegal, and benefitting both from its proximity to the Soma-Farafenni bridge and the border with Senegal, this platform is a packhouse that will collect, sort, repackage and distribute horticultural products from the North Bank and northern Central River regions. One of the several potential destinations of these products will be the Blaise Diagne International Airport in Senegal, aimed at supplying the diaspora market for fresh African produce in major European cities.

4. Scope of work

The proposed intervention falls under the responsibility of Enabel's Intervention Manager. The selected civil engineering firm will field a seven-person team that includes a senior architect, a junior architect, a civil engineer, a junior civil engineer, an electro-mechanical engineer, a hydrological engineer, and an environmental engineer (see suggested individual levels of effort below).

The selected civil engineering firm will be expected to:

- Produce detailed plans and technical specifications for the construction of the following buildings:
 - a multi-purpose agri-business platform in Farafenni.
 - a larger multi-purpose agri-business platform in Yundum that includes an ancillary marketplace

The buildings will be constructed of compacted stabilized earth brick (CSEB) and will use a yet-to-be determined percentage of Cash for Work labor.

- Compile the complete public tender documentation based on the specifications produced. Participate in the tendering procedure and help choose the contractor that will carry out the construction work.
- Provide the supervision and oversight of the contractor's construction work according to blueprints, plans and specifications until Enabel's final acceptance of work.

Assignment 1: Produce Architectural Drawings and Technical Specifications for the Public Tender

Under the direction of the Senior Architect and Senior Civil Engineer, the selected civil engineering firm's team will:

- Survey the proposed building sites.
- Provide technical expertise and analysis to guide the design of the two platforms.
- Carry out an environmental assessment.
- Draw up preliminary sketches of possible solutions based on the optimal use of space and the intended use of the two platforms.
- These preliminary studies should include at a minimum:
 - The presentation and comparative study of various possible overall solutions for the size and arrangement of the buildings based on the optimization of their use.
 - The justification for the choice of the overall solution recommended.
- Draw up detailed plans, blueprints, and technical specifications for the construction of the buildings based on the chosen overall solution.
- These detailed plans must include at a minimum:
 - A narrative description of the site layout and function. General layout plans and sketches, outlines, drawings, ground plans, and location plans. Plans of the

- various levels, sections, elevations, profiles, at the appropriate scales. An indication of the surfaces offered, structures (formwork, reinforcements, etc.), plans for providing electricity, fire safety, fluids, mechanical ventilation, and exterior fittings at the appropriate scales and in conformity with the architectural plans. Plans of the pipes and buried structures, etc. at the appropriate scales.
- The bill of quantities. A detailed estimate of expenditure by trade such as civil engineering, masonry, metal work, carpentry, electricity, fire safety, fluids, mechanical ventilation, environmental provisions, etc. A technical instruction booklet that defines the detailed technical specifications of the work of the various trades.
 - The general construction schedule.
 - An indication of the possible payment instalments to the building contractor and an estimate of deadlines for completion.
 - A description of the choice of materials and equipment (with samples and catalogues).
 - A report on the impact on the environment.
 - A fire safety report.
 - Assist Enabel to prepare the public tender documentation for construction by providing the technical specifications for the public tender file. This file will contain:
 - ✓ Graphic documents:
 - Legible execution plans with all the necessary dimensions.
 - Indications of cutting lines, marking of details, indication of posts, markings for carpentry.
 - Blueprints containing elevations, sections, and masses.
 - Technical plans (reinforced concrete, electricity and fire safety, fluids, mechanical ventilation, and exterior layout) that correspond to the blueprints.
 - ✓ Written documents:
 - The general administrative clauses.
 - The special technical clauses.
 - The bill of quantities.
 - The unit price schedule.
 - Instructions to bidders.
 - A model contract.

Assignment 2: Provide Technical Oversight and Work Site Supervision of the Construction Work

The selected civil engineering firm will be responsible for fielding a civil engineer as a site supervisor for the duration of the construction work. That engineer's scope of work will be to:

- Supervise the work preparations and the set out of the construction site.
- Draft an initial report on the inception of the work and the preparation of the work site.
- Draft a final report on the end of the work.
- File monthly progress reports.
- Provide systematic information on work progress to Enabel on demand.
- Ensure that the relevant other team members are present at the site whenever appropriate to provide expertise and guidance, particularly at the start and the end of each trade intervention
- Organize and direct site meetings. Write up and distribute the minutes of those meetings, including the minutes of the acceptance of work.
- Validate work plans and forecast expenditures.
- Report on significant developments as they occur.
- Check the quality of the work and its execution in accordance with the technical specifications.
- Check the conformity of the materials and work with the requirements in the contractual documents, in terms of quality, timing and cost.
- Organize and participate in the provisional and the final receptions of work.
- Verify the conformity of any equipment to be delivered based on:

- the technical specifications in the contract.
- accepted norms and standards.
- the bill of quantities stipulated in the contract.
- Ensure the respect of deadlines.
- Verify and certify the general statement of account prepared by the contractor.
- Process the contractor's statements and claims.
- Provide a choice of technical options, when necessary.
- Assist Enabel in the settlement of disputes.
- Liaise with any inspection bodies.
- Prepare and forward service orders to Enabel's Intervention Manager for signature.
- Issue service orders to contractors.
- Interface with representatives of the technical trades such as civil engineering, electricity, fluids, and mechanical ventilation.
- Coordinate between the various parties (Enabel, contractor, Cash for Work).
- Harmonize the execution of the work as a whole.

5. Deliverables

The selected civil engineering firm will provide Enabel with the following deliverables for each platform:

- The preliminary project summary (PPS) file.
- The detailed design document (DDD).
- The public tender document(s).
- The building permit file.
- The intermediate reports (monthly) about the time processing and the quality of the work of the monitoring, supervision, and acceptance of work.
- Report of provisory reception of the work;
- The document of final acceptance of work;
- The final acceptance of work report with file complete with the actual built plans in electronic format.

6. Technical specifications

The Yundum platform will be sized to receive, process and store between 25 and 30 tons of vegetable products per day, i.e. an average volume of 520m³.

The Farafennl platform will be sized to receive, process and store between 15 and 20 tons of vegetable products/day, i.e. an average volume of 400m³.

Both platforms will be designed on a duplicable modular basis which will allow it to expand easily in the coming years and to adapt to their own development.

(See documents "Yundum Aerial Photograph", "Codex Alimentarius Guidelines for the Application of the HACCP System" and "Operational Diagram" in the annexes.)

Each platform consists of a main building that includes:

- A loading dock for the reception of horticultural products,
- rooms for the treatment of the produce (sorting, washing, packaging, storage),
- a cold production unit,
- a technical room for the control and the redistribution of electrical energy,
- a technical room for water storage and redistribution,
- an organic waste treatment unit,
- a sewage treatment unit (grey and black waters),
- a unit dedicated to equipment and tools storage and general maintenance,
- a unit dedicated to the hygiene of the platform's employees,
- a parking space for suppliers' vehicles and delivery vehicles (trucks and vans),
- a loading dock for wholesale and semi-wholesale distribution to vendors, exporters, wholesale clients, etc.

The Yundum platform is distinguished by a direct sales hall for the public with around one hundred booths (4x4m each) and a car park for about 500 private vehicles. These two types of vehicles (professional and public) should not cross or use the same traffic lanes.

7. Technical functions

Each platform must perform the following functions:

1st step: Entry

- Reception, presentation of the day's price catalogue to the suppliers and registration of the types of arrivals.

2nd step: Unloading and reception

- Unloading the produce at the reception dock, weighing.
- Issuance of the delivery note.
- First sorting of incoming products and pre-packing in boxes on pallets.
- Transmission to the processing and packaging area.
- The organisation of sorting and pre-packaging must consider the principle of 1st sorted and pre-packaged product = 1st product sent to the processing and packaging room.
- Packaging and waste disposal.

3rd step: Operations

- Washing, grading, treatment, and packing in storage boxes.
- Transfer to storage rooms.
- Organisation of processing and packaging must consider the principle of the first product processed and packaged = first product transferred to storage rooms.
- Packaging and waste disposal.

4th step: Storage

- Storage on pallets stacked in chambers a) dry-shadow-ventilated and b) cold-shadow-wet.
- The organisation of storage must consider the principle of 1st product stored = 1st product delivered.

5th step: Delivery

- Collection In storage rooms of the ordered products, weighing and delivery on the quay, edition of the delivery notes on presentation of the receipt edited at the entrance.

6th step: Exit

- Settlement of purchases on presentation of the receipt slip issued at the landing dock.
- Issuance of the sales invoice and collection on presentation of the delivery note.
- Issuance of the administrative and technical export file.

8. Management functions

The platform includes an administrative building distributed as follows:

Ground floor:

- A double-entry reception for suppliers and customers.
- An archive room.
- A medical care room.

- Women's and men's toilets.

1st floor:

- A reception desk of the general secretariat.
- A general management office.
- A management/accounting office.
- A commercial management office.
- A technical management office.
- A meeting room.
- An archive room.
- A kitchen.
- A men's and women's toilet.

The commons:

- The sites are enclosed by a double entrance gate allowing the passage of two trucks side by side for the Farafenni platform and a double entrance gate for the Yundum platform (professional and public).
- Traffic: It is important to distinguish and separate the two types of traffic on the site, entry, and exit, so that they do not cross each other.
- Two (2) types of parking are to be foreseen for the Farafenni platform: one for the vehicles of the administrative and technical staff of the site and visitors, and one for the vehicles of the suppliers,
- Three (3) types of parking are planned for the Yundum platform: one for the vehicles of the site's administrative and technical staff and visitors, one for the vehicles of suppliers, and one for individual customers.
- The remaining areas on the site are laid out as green and flowery gardens and equipped with an automatic watering system.

9. Hygiene and environment

The platform design should comply with the Codex Alimentarius guidelines for the application of the HACCP system <http://www.fao.org/3/a1552e/a1552e00.pdf>

- The treatment of grey and black water is a sensitive point to which the design will provide relevant solutions corresponding to the principles of respect for the environment.
- The site will house a composting station for organic waste generated by the treatment of plant products. It should be designed to treat 5 to 6 tons of daily waste.
- This station includes a treatment area, a compost conditioning and storage area, and a small warehouse for tools.
- It must be supplied with water.
- The wastewater it generates must be treated.

10. Energy

The options to be considered are:

- Production of electrical energy by photovoltaic panels,
- And/or, connection to the national electricity network (NAWEC),
- An emergency power generator of suitable size will be required.

11. Water supply

Two options are to be considered:

- Connection on the municipality water main (NAWEC),
- And/or sinking an autonomous borehole suitable sized with a water storage tank (30m³).

12. Fire safety and security

The site will be equipped with a Fire Safety System (FSS) with automatic detection and extinguishing systems. These processes make it possible to contain or even extinguish a fire outbreak by rapid intervention, even in the absence of the occupants, while at the same time giving the alarm outside.

It works as follows:

- Smoke detection and extraction: it can be either natural and/or mechanical, it limits the toxic effects of smoke and provides a better view of the environment.
- Compartmentalization (firewalls, door closures): this involves partitioning the hazard in an enclosed space to limit the spread of flames, heat and smoke.
- Evacuation: The emergency exit doors unlock automatically to facilitate evacuation,
- Shutdown of the installation,
- Automatic shutdown.

A small guard building at the entrance to the site will include an office and toilets. It will house the fire safety system headquarters that will collect and process information and initiate preventive or corrective actions.

13. Visibility and communication

Exterior signage:

- The site will be signposted by an illuminated sign above its main entrance.
- The different functions of the buildings will be signposted above their entrances.
- Interior signage:
- The various operations rooms will be signposted above their entrances.
- Emergency and fire signage will be provided.

14. Material and logistical resources

The selected contractor will mobilise and use, within the framework of the design and supervision of the construction sites, all the logistical means necessary for the execution of the activities and tasks defined:

- Means of transport adapted to the environment of the study areas (off-road vehicles and means of transport in the middle of shallows);
- Specific equipment and materials necessary to carry out its mission in the field, such as tools for measuring elevation differences, pocket GPS, etc.
- Office automation and computer means, cartography, technical software, projections, image, taking, report, editing.

The resources to be mobilised must be of sufficient quality and quantity to enable the objectives of the mission to be attained within the time limit with the required quality.

15. Schedule

Study

The study's lead time is fixed at 120 calendar days. It is up to the service provider according to his understanding of the ToRs and his methodology, to propose the intervention time of each member of his team both in the field and in the office;

The Control support and monitoring of the works time is estimated at 10 Months.

Level of Effort for Phase 1, 2 and 3:

- Senior Architect: maximum 35 man/days
- Junior Architect: maximum 35 man/days
- Senior Civil Engineer: maximum 35 man/days
- Environmental Engineer: maximum 15 man/days
- Hydrological Engineer: maximum 15 man/days
- Electro-mechanical Engineer: maximum 15 man/days

Supervision of the Work

The Civil Engineer will respect the schedule contained in the contractual agreement between the selected civil engineering firm and Enabel. As an indication, the duration of this phase is estimated at 6 calendar months from the inception of the site and the start of construction. The Civil Engineer is required to be available at any time to respond to Enabel's requests, from the start of the contract until the end of the construction work.

Level of Effort for Phase 4:

- Junior Civil Engineer: 10 months. To be negotiated at contract signing. Bidders should provide an estimate of costs per month;
- Senior Civil Engineer: maximum 5 months
- Junior Architect: maximum 5 months
- Senior Architect: maximum 10 months
- Environmental Engineer: maximum 15 man/days
- Clerk: maximum 10 months
- Electro-mechanical Engineer: maximum 15 man/day
- Hydrological Engineer: maximum 15 man/day

16. Required personnel

- The Senior Architect

He (she) holds a degree in architecture or civil engineering.

The architect will have:

- At least 5 years' experience designing similar buildings using AutoCAD.
- At least 4 years' experience in stability calculation and dimensioning.

- The Junior Architect

He (she) holds a degree in architecture or civil engineering.

The junior architect will have:

- At least 2 years' experience designing similar buildings using AutoCAD.

- The Senior Civil Engineer

He (she) holds a degree in civil engineering or construction engineering.

The civil engineer will have:

- Proven experience of at least 5 years in the field.
- Relevant experience of at least 7 years in stability calculation and dimensioning.
- At least 5 years' experience in carrying out or conducting similar work of comparable complexity.
- Relevant experience of at least 2 similar assignments of comparable complexity carried out in the same type of conditions within the last 5 years.

- The Junior Civil Engineer

He (she) holds a degree in civil engineering or construction engineering.

The junior civil engineer will have:

- Proven experience of at least 2 years in the field.
- Relevant experience of at least 3 years in stability calculation and dimensioning.

- At least 2 years' experience in carrying out or conducting similar work of comparable complexity.
- Relevant experience of at least 1 similar assignment of comparable complexity carried out in the same type of conditions within the last 3 years.

- The Environmental Engineer

He (she) holds a degree in environmental engineering.

The environmental engineer will have:

- At least 3 years' experience providing environmental assessments for construction work on urban sites.
- Relevant experience of at least 2 similar assignments of comparable complexity carried out in the same type of conditions within the last 5 years.

- The Hydrological Engineer

He (she) holds a degree in geology or hydrological engineering.

The hydrological engineer will have:

- At least 3 years' experience providing assessments and supervising water supply installations on urban sites.
- Relevant experience of at least 2 similar assignments of comparable complexity carried out in the same type of conditions within the last 5 years.

- CLERC

He (she) should be

- Graduated with 10 years of work monitoring and control experience 4 years of experience in monitoring and controlling work on similar projects
4 months of supervision and control of works on a schedule estimated 8 months of completion.

- The Electro-mechanical Engineer

He (she) holds a degree in electro-mechanical engineering.

The electro-mechanical engineer will have:

- At least 3 years' experience providing assessments and supervision of electricity and mechanical installation work on industrial construction sites.
- Relevant experience of at least 2 similar assignments of comparable complexity carried out in the same type of conditions within the last 5 years.

4 Forms

4.1 Identification forms

Name and first name of the tenderer or name of the company and legal form	
Nationality of the tenderer and of staff (if different)	
Domicile / Registered office	
Telephone number	
National Social Security Office registration number	
Company number	
Represented by the undersigned (Surname, first name and function)	
Contact person (telephone number, e-mail address)	
If different: Project manager (telephone number, e-mail address)	
Account number for payments Financial institution Under the name of	

Done in, on

Signature:

Name:

.....

4.2 Integrity statement for the tenderers

By submitting this tender, the tenderer declares on honour the following (cf. Art. 52 and seq. of the Law of 17 June 2016):

- Neither members of administration or staff members, or any person or legal person the tenderer has concluded an agreement with in view of performing the contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- He has read and understood the articles about deontology and anti-corruption included in the tender documents and declares going along completely and respecting these articles.

He is also aware of the fact that the personnel of Enabel are tied to the provisions of an ethical code, which states that: "In order to ensure the impartiality of personnel, they are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered".

If above-mentioned contract is awarded to the tenderer, he declares, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the contractor of the contract (i.e. members of administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.
- Any (public procurement) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to conform with one or more of the deontological terms may lead to the exclusion of the contractor from this contract and from other contracts for Enabel.
- The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

4.3 Declaration on access rights and exclusion criteria

By submitting this tender, the tenderer declares on honour the following (cf. Art. 67-70 of the Law of 17 June 2016 and 61-64 of the Royal Decree of 18 April 2017):

He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity:

1° **Participation in a criminal organisation** as defined in Art. 324bis of the Criminal Code or in Art. 2 of Council Framework Decision 2008/841/JAI of 24 October 2008 on the fight against crime;

2° **Corruption**, as defined by Art. 246 and 250 of the Criminal Code or Art. 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union or Art. 2.1 of the Council Framework Decision 2003/568/JAI of 22 July 2003 on the fight against corruption in the private sector;

3° **Fraud** within the meaning of Art. 1 of the Convention on the protection of the European Communities' financial interests, approved by the Law of 17 February 2002;

4° **Terrorist offenses** or offenses related to terrorist activities, as defined in Art. 137 of the Criminal Code, Art. 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on the fight against terrorism, or inciting, aiding or abetting an offence as referred to in Art. 4 of that Framework Decision;

5° **Money laundering or terrorist financing** as defined in Art. 5 of the Act of 11 January 1993 on preventing use of the financial system for purposes of money laundering and terrorist financing, or in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;

6° **Child labour and other forms of trafficking in human beings** as defined in Art. 433quinquies of the Criminal Code or Art. 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA;

7° **Occupation of third-country nationals who are unlawfully staying** within the meaning of Art. 35/7 of the Act of 12 April 1965 on the protection of workers' remuneration or within the meaning of the Act of 30 April 1999 on the occupation of Foreign Workers

He has paid his **social security contributions** in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 62 of the Royal Decree of 18 April 2017);

He is in order with his obligation pertaining to the **payment of his taxes** in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 63 of the Royal Decree of 18 April 2017);

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties within the meaning of the Law of 17 June 2016. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

4.4 Power of attorney

The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

4.5 Certification of clearance with regards to the payments of social security contributions

The tenderer must provide a certification from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment. The tenderer registered in Belgium must be in order **three months before the tender submission deadline**.

4.6 Certification of clearance with regards to the payments of applicable taxes

The tenderer must provide a **recent certification** from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

4.7 Financial statement

The tenderer commits to performing the public contract in conformity with the provisions of Tender GMB 405 for the following two lump sum percentage of the fees, given in euros VAT-excluded

Lump sum Prices VAT excluded €

Estimated level of Effort for phase 1 and phase 2:

Expert	Unit price man/day on the field	Quantities	Unit price man/day Home based	Quantities	TOTAL QUANTITIES	Total Amount in Euro without VAT
Architect senior						
Architect Junior						
Civil Engineer senior						
Environmental Engineer						
Hydrological Engineer						
Electro-mechanical Engineer						
Yoing people 2- Civil Enineer						
					150 Man days Maximum	
TOTAL HT						

Estimated level of Effort for phase 3 : Supervision of the Work

Expert	Unit price man/day on the field	Quantities	Unit price man/day Home based	Quantities	TOTAL QUANTITIES	Total Amount in Euro without VAT
Architect senior						
Architect junior						
Civil Engineer senior						

Civil Engineer junior						
Environmental Engineer						
Clerc						
Hydrological Engineer						
Electro-mechanical Engineer						
					165 Man days Maximum	
TOTAL HT						

ITEMS	Lump sum price in Euro VAT-excluded
Item 1: percentage of the fees, based on a budget of 4.500.000 for the works, <u>for the studies PPS/PDD</u>	
Item 2: percentage of the fees based on a Budget of 4.500.000 for the works, <u>for the follow up of the works</u> Attention! The final price which shall be invoiced by the contractor will be calculated on the basis of the percentage of fees set for item 2 applied to the amount of work actually carried out.	
Total	€ Excluding VAT

Name, title and signature(s) in **ORIGINAL hand written:**

Certified true and sincere,

Done in, on

4.8 Subcontractors

Name and legal form	Address / Registered office	Object

4.9 Technical Proposal

1.1 Understanding the terms of reference Comments and proposal for improvement of the terms of reference by the tenderer (15)

1.2 Consistency and clarity of the proposed methodology for this criterion, the tenderer must ensure that all aspects of the assignment are covered by the proposed approach. Its approach must make it possible to achieve the targeted objectives. (30)

1.3 Compliance of the proposed work plan with TOR It will be a question of verifying the respect of deadlines, the staffing planned for the study and the distribution of the tasks between the members of the team. (15)

4.10 References

4.11 ISO Certificate

4.12 Human resources and experts' profiles

The provider joins to its bid the curriculum vitae of available a team of professionals who have proven their experience and skills listed under point 1.8.2.2 (Technical capacity)

4.13 Availability of key experts

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the methodology. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority.

Key experts	From	To
Name		

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

4.14 DUME GMB 405 en annexe à dater et à signer