



Tender Specifications

A framework contract for the development of master plans, detailed design, supervision of works and supplies for furniture and equipment for Education and Health institutions supported by Enabel in Uganda

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Open procedure

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DEVIATIONS FROM THE GENERAL IMPLEMENTING PROVISIONS

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

These tender documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)"). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

1. Terms of reference

1.1 Requirements for the services

1.1.1 Technical methodology

The Contractor shall provide the services and the deliverables as specified hereafter by applying a technical methodology (including one considering a non-disruption strategy during operations at the education and Health institutes), which factors in the following aspects.

1.1.1.1 Background Information

Enabel and the Government of Uganda signed a new 5-year country portfolio (2023 – 2027), with funding from the Government of Belgium and the European Union. The **new portfolio** targets Rwenzori/Albertine, West Nile, Busoga and Central regions.

The Country portfolio in Uganda consists of a specific bilateral agreement between Belgium and Uganda for the period 2023 to 2028 and other interventions from Belgium (such as Decent Work and Social Protection, Study and Expertise Fund) and other donors (such as EU, USAID).

The Country portfolio is implemented through a Human Rights-Based approach and prioritizing key crosscutting elements like gender and inclusion, innovation and digitalization, decent work, and climate change. The objective of the Country portfolio is to empower young people and women in Uganda to become active, economically independent citizens in a sustainable society that respects human rights and provides quality basic services. This objective is achieved through two pillars.

The **first pillar** focuses on providing young people, and especially young women, with the right vocational skills and genuine opportunities to generate an income and contribute to the economy through sustainable, decent work. This objective shall be pursued by addressing barriers from both the supply-side (employability) and the demand-side (jobs and entrepreneurship). Pillar, One projects called “WeWork” will follow an economic sector logic approach, with a focus on specific value chains in agriculture and the green economy.

WeWork shall ensure that:

1. TVET, agriculture and the green economy are better promoted as employment pathways;
2. The provision of skills development is more equitable, qualitative, innovative, and demand-driven for increased employability;
3. Work-ready youth have increased access to general employment services that connect them with decent work employers;

4. Vulnerable youth, including women, have increased access to entrepreneurship promotion and support to set up small businesses;
5. Selected enterprises are supported to engage in sustainable development for green growth and decent jobs;
6. The development of selected value chains in agriculture and green economy is improved.

Pillar two aims to ensure that the rights to safe and quality education and healthcare are more transparently ensured especially for the most in-need populations such as children, women, girls, as well as refugees and host communities. This pillar is divided into **three projects** namely.

1. Education (WeLearn),
2. Health (WeCare) and
3. Nursing training (WeTrain4Health).

WeLearn shall support the lower secondary education through ensuring that households, communities and adolescents are aware of, demand access to, have equitable access to and complete a quality, inclusive lower secondary education. Secondly, the local education officials, school leaders and teachers shall be supported to be able to provide an increased range of quality education services and resources, more equitable and inclusive learning environments, and higher quality, more relevant teaching and instruction for secondary students

WeCare shall provide multidisciplinary support to communities and schools to make informed decisions about their health, work towards healthy lifestyles and to advocate around health issues and defending health rights. Secondly, the quality of health care and the chain of emergency referral shall be strengthened from community up to regional level. Lastly, community engagement in the local health system shall be reinforced by boosting the organization and initiatives of existing community platforms and interfaces.

WeTrain4Health shall support Nursing and midwifery schools to deliver quality teaching through both “soft” components like pedagogical and institutional support, as well as infrastructure.

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

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

1.1.1.2 General Objectives

Framework contract for consultancy services for the development of master plans, detailed design, supervision of works and supplies for furniture and equipment for Education and Health institutions in Uganda (Rwenzori, Busoga, Central, West Nile and Acholi).

Specifically, the contractor shall provide technical support in bioclimatic architecture and engineering at the various stages of the various projects implemented by Enabel in Uganda, whether financed by Belgium or other donors.

1.1.1.3 Methodological approach for the design and construction of buildings

Nature of works

The buildings to be built or renovated as part of the various services are of various types, mainly within the health and education sectors. The educational field concerns government secondary schools and Vocational technical training centres. While the health sector might consider standard health centre IV and General Hospital facilities like Maternal and Child Health (MCH) facilities, theatres, wards, and others.

Prerequisites and Consultancy Background

The following background information and necessary prerequisites must be considered prior and during the implementation of the master plan, detailed design and supervision services for various facilities. They are presented here below in a non-exhaustive manner.

Enabel is implementing a Sustainable Infrastructure Strategy to promote the widespread use of ecological and resilient infrastructure towards net zero by 2025. (See annex -1 attached)

Type of architecture to be promoted

The contractor involved in this assignment shall take care to implement works that respect the basic principles to which Enabel is committed. The aim is to ensure and promote sustainable architecture that is sensitive to the cultural and natural environment in which it is set, that meets functional expectations as well as ensuring the best possible comfort for its users with a minimum of negative impact on the environment. In this context, the following principles shall be emphasized by the design team:

Aesthetics of the structures; the structures shall have a pleasing, simple and functional contemporary look, with pleasing proportions, contrasting volumes and materials, and openings

that give priority to access to light and natural ventilation. They shall respect both their natural and built environment, entering a dialogue with the local typology and culture.

Bioclimatic principles; User comfort shall be optimized as much as possible using methods that do not require energy input. Priority shall be given to natural ventilation and natural light, as well as to protecting the building's external envelope (windows, walls, roof) from the sun, where necessary, by means of plant cover or external shading systems (sun breakers, green roofs, etc.), or even by using the double layer principle. Particular attention shall be paid to the natural water cycle, with priority given to the recovery of grey water and rainwater, as well as to the natural treatment of wastewater and the recharging of aquifers by limiting soil covering.

In consultation with the local authorities, the choice of materials shall be carefully studied to limit the negative environmental impact throughout its life cycle (production of materials, transport, installation, demolition and recycling), as well as the maintenance requirements and durability of the structure. The properties of the walls shall be considered and used in accordance with local climatic conditions. The thermal mass and level of insulation of the materials shall be another consideration, with the aim of ensuring both thermal and acoustic comfort for users. The principles of appropriate construction technologies and principles will be highlighted in a spirit of innovation in relation to the specific features of the context. In some cases, innovative approaches may be introduced, such as solar chimneys and geothermal systems.

Considering these principles, aesthetics and the cost/quality ratio, local materials shall be preferred. Particular attention shall also be paid to promoting local employment and, where appropriate, construction principles favouring High Labor Intensity (HIMO) and/or Workplace Learning (WPL).

The integration of renewable energy is also to be favoured, as they limit both the use of fossil fuels and the consumption of electricity.

1. Definition of needs: For some of the facilities, needs assessment studies and prioritisation engagements have been conducted by Enabel supported by other partners and these serve as partial reference source in terms of present situation of infrastructure facilities. However, further needs assessment studies and stakeholder engagements may be required of the contractor. The stakeholders may need to agree in advance on the use, purpose, size, components, etc. of the infrastructure to be designed.
2. The design shall integrate a series of basic concepts such as:
 - Reduction in the environmental impact of materials used through:

- Use of local materials to reduce transport emissions, emphasis local value chains and support businesses and skilling;
 - Use of recycled materials;
 - Use of decarbonized and/or bio-materials;
 - Use of materials that are produced in an environmentally friendly way;
 - Attention to end-of-life of materials. Materials used should be easy to disassemble, reusable and easily recyclable.
- Enhance green environment: the institution premises shall be designed and maintained in a way that the local biodiversity and water shall be protected and preserved. The designs shall ensure for harmonious integration of structures into their environment. Nature-based solutions shall be implemented.
 - Waste management design shall be such that volume of waste is minimised through actions such as sorting and recycling waste and by promoting waste as raw materials for production of energy and new materials. The consultant will propose a plan for waste reduction, selective waste collection and recycling during construction.
 - Enhance health and safety: the project shall enhance health and safety for men and women involved in all phases of the lifecycle of the infrastructure project.
 - Comfort and wellbeing: the design shall be such that comfortable environment to its users is maximized. That implies cognizance of issues such as ventilation, acoustic and thermal condition.
 - Promote social inclusion: shall be of attention during all phases of the construction. Among others the following are to be observed:
 - Equal opportunities for both men and women
 - Attention to safety issues for women end-users (e.g. patients, students, staff)
 - Accessibility to all spaces, for people with disabilities and for children.
 - Attention to stigma and discrimination of people living with HIV/AIDS.
 - Control Aesthetic impact: promotion of simple but pleasant architecture that considers appropriate proportions, material contrasts, space, natural light conditions.
 - Design for flexibility and adaptability.
 - Structural Integrity: In the specific case of rehabilitation or transformation of an existing building, the technical feasibility of the planned work and the risks to the stability of the structure must be studied specifically.
 - Plan for long term low-maintenance: sustainable design shall imply that facilities

shall be designed in such a way that they can last for long with minimum and low-cost maintenance. Maintenance is to be planned for in its different aspects: technical, organizational and financial. The consultant will make sure easy to read operating documents are available (e.g. plans and diagrams) which allow end-users to understand the buildings and their technical installations and give them a high degree of autonomy in terms of operation and maintenance of their assets.

- Innovative Technical solutions: The projects shall offer opportunity to look into innovative technical solutions, holding potential for future stages of interventions in infrastructure. The solutions are to investigate sustainability issues such as use of local materials, reduction of impact on surface water, user-friendliness, sustainable and standardized designs that shall make a positive contribution to future intervention in infrastructure.
 - The works shall entail a large component of renewable energy, passive cooling systems and other green architecture aspects that are to be designed and integrated in the architectural and structural design of the building. The designs to include passive ventilation at the master plan, preliminary design and detailed design stages.
 - The design must accommodate the least polluting forms of transport: in the first place the pedestrians, then bicycles, then school buses and taxis, then bodaboda's, and only lastly, cars.
3. To ensure that all functionality requirements are duly considered during the construction and/or rehabilitation works, it is also of the uppermost importance that proper communication, coordination and understanding are ensured between the Project Coordination Team (contract Manager and associated experts) and the personnel involved in the planning, designing, procurement, and execution of infrastructure works. Specific time shall therefore be allocated during the Design/Supervision activities for meetings and discussions with all the concerned stakeholders, at the Project offices and at the institutions. For the educational and Health institutions, the adopted planning horizon is 20 years, to cater for the continued population growth and expansion of the institution. Enrolment forecasts shall be availed in the Architect's Brief.
4. The consultant may be required to cooperate with separately recruited specialists or experts. It shall be necessary for the contractor to coordinate and cooperate with the said expert especially during the preliminary stages of the project to ensure the designed facilities and other installations done by other experts during the construction phase are synchronized.

5. Validation of a modality for management and maintenance of the work: as early as possible in the process, it is important to define the administrative and financial methods of management and maintenance of the investment, which must be validated by the competent authorities to ensure its sustainability on the long term.
6. Analysis of possible (climate-induced) natural hazards with an action plan according to the likelihood and severity of these hazards happening, to increase institutes' resilience. Possible hazards include floods, landslides, cyclones, water scarcity, extreme heat and droughts, forest fires and earthquakes.

These prerequisites are essential to the successful completion of any work and its sustainability. One or the other action may require the support of one-off technical expertise to be considered within the framework of this contract.

These established prerequisites, the summary and detailed studies, the drafting of technical specification, the execution of the works follow-up and their monitoring to completion and acceptance of the works shall form part of the core work. The actual acceptance of work shall Enabel and the partners role following the recommendation by the contractor on practical completion.

1.1.1.4 Expected services.

Depending on the complexity of the works to be conducted, their state of progress, the local capacities involved in the project and the specific needs for numerous services, expertise may be required for the standard tasks described here below and after. When a request is made by means of an order form to be drawn up by Enabel under the coordination of the Infrastructure Unit Expert of Enabel in Uganda, different tasks shall be requested depending on the needs identified in the field.

1.1.1.5 Tasks envisaged.

The task of the consultancy services shall include but not necessary be limited to:

1. Preparation of spatial master plans according to present needs;
2. Preparation of architectural and engineering preliminary and final designs;
3. Preparation of furniture and equipment plans meeting the architectural and functional needs (pedagogic, health or any other as described in the order form);
4. Preparation of bills of quantities;
5. Preparation of tendering documents (technical part only);
6. Supervision of the construction works including technical support during Defects

Liability Period (DLP).

7. Supervision of the furniture and equipment supplies including technical support during DLP.
8. Follow up and keep track of climate impact through carbon footprint quantification or life cycle analysis.
9. The assignments may involve a request for a full or partial design assignment (for example, some assignments may not require master plans but detail designs only), depending on needs.
10. The assignments involve an analysis of all designs in the EDGE Buildings app, so Enabel can assess if the designs align with our sustainable infrastructure goals (-30% in CO₂, energy, materials and water usage).

1.1.6 Project site characteristics

The scope of work shall include but not limited to;

1. Secondary schools in Rwenzori, Busoga, West Nile and Acholi,
2. Health Facilities Rwenzori and Busoga,
3. Vocational training Institutes I Rwenzori, Albertine and Busoga.

The estimated quantities of this framework contract are summarized below per project for information purpose only to provide an idea of the potential contract scope.

WeLearn Project Schools: This specific part of the assignment might have 8 existing public schools spread throughout 2 regions of Rwenzori/Albertine and Busoga. In Rwenzori 3 districts of Kasese, Kabarole and Kyegegwa shall benefit. In Busoga 2 districts of Kamuli and Jinja shall be the beneficiary. In total be 7 entities. i.e. 5 districts and 2 cities (City of Jinja and the City of Fort Portal each to have 1 school up graded).

Rwenzori Region			
Item	District	Number of Schools	Distance from Kampala
1.0	Kasese	1	450 Km
2.0	Kabarole	1	320 Km
3.0	Fort Portal City	1	320 Km
4.0	Kyegegwa	1	280 Km
Busoga Region			
1.0	Jinja	1	80 Km
2.0	Jinja City	1	80 Km
3.0	Kamuli	1	150 Km
1.0	Jinja	1	120km

	Total schools	8	
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WeTeach project schools: This specific part of the assignment might have 10 existing public schools spread throughout 2 regions of Greater Acholi and West Nile. In greater Acholi 2 districts of Lamwo and Kitgum shall benefit. In West Nile 3 districts of Yumbe, Madi Okolo and Adjumani shall be the beneficiary. In total 10 schools in 5 districts to be improved.

Acholi Region			
Item	District	Number of Schools	Distance from Kampala
1.0	Lamwo	2	450 Km
2.0	Kitgum	2	450 Km
West Nile Region			
1.0	Adjumani	2	450 Km
2.0	Madi Okollo	2	430 Km
3.0	Yembe	2	550 Km
Total schools		10	

WeCare Health Facilities projects: This specific part of the assignment might have 5 existing Health Centre four (HCIV), 3 General Hospitals and 2 Regional Referral Hospitals and 1 Health Centre III spread throughout 2 regions of Rwenzori and Busoga. In Rwenzori 3 districts of Kasese, Kabarole and Kyegegwa will benefit. In Busoga 2 districts of Kamuli and Jinja shall be the beneficiary. In total be 7 entities. i.e. 5 districts and 2 cities (City of Jinja and the City of Fort Portal).

Busoga Region

District	Number of facilities	Location/Distance
Kamuli DLG	2	150 Km from Kampala
Jinja City	1	80 Km from Kampala
Jinja DLG	1	80 Km from Kampala

Rwenzori Region

District	Number of facilities	Location/Distance
Kabarole DLG	5	320 Km from Kampala
Kasese DLG	1	367 Km from Kampala
Kyegegwa	1.	193 Km from Kampala

WeWork project VTIs: This specific part of the assignment might have 7 existing public Vocational Institutes spread throughout 3 regions of Rwenzori, Central region and Busoga

region. In Rwenzori 1 district of Kyegegwa will benefit. In Busoga 1 district of Jinja and in Central 4 districts of Kampala, Mukono, Wakiso and Mpigi might be the beneficiary. In total be 7 districts.

Rwenzori Region			
Item	District	Number of Schools	Distance from Kampala
1.0	Kyegegwa	1	280 Km
Central Region			
2.0	Kampala	1	10 Km
3.0	Mpigi	1	60 Km
4.0	Wakiso	1	35 Km
Busoga Region			
1.0	Jinja	1	80 Km

Note:

1. Some of the structures at the health centers, VTIs and schools' institutions are old and at present have damaged walls, plumbing systems, dampness in the walls or missing splash apron, signs of heavy dampness from storm water and deep cracks with peeling plaster in some parts. The roofs are worn out and some varying levels of failing. The walls show signs of dampness due to rainwater leakages. It is important to note that given limited or lack of maintenance and age of the existing buildings in the 3 institutions, it shall be necessary for integrity test to be conducted by the contractors.
2. The rehabilitation works shall include appropriate access to electricity, sanitation facilities, drinking water, drainage, and solid and general waste management.
3. Most learning spaces have been converted into dormitory facilities and these dilapidated, congested and poorly aerated.
4. Some of the health and Education institution have insufficient hygiene facilities, additionally, the facilities for collection and disposal of solid waste are grossly insufficient.
5. There is a major challenge with inefficient and ineffective wood stoves for the preparation of food for the institutes' communities.
6. In view of the theoretical requirements of these various forms of assignments, an input of an estimated minimum of 80 to a maximum of 320 person-month over the entire duration of the framework contract. Unfortunately, it shall not be possible to smooth out this demand evenly over the duration of the contract. Periods of high demand followed by periods of low demand are to be expected.
7. Please note that travel days are not considered as working days. They must therefore

be included in the lump-sum unit prices mentioned in the quotation form.

8. Whatever the types of tasks and sub-tasks requested of the contractor, the Project requesting the service will ensure, in order to enable the latter to fully carry out its mission, that it receives in good time from any contracting party directly or indirectly linked to the project activities, all the documents needed to carry out its tasks (architectural and technical plans, calculation notes, laboratory reports, Computer-Aided Design (CAD), site reports, etc).

1.1.1.7 Design Objectives

The key design objective is to create attractive and comfortable spaces that enhance functionality of the facilities.

1. **For educational facilities** (e.g secondary schools, Vocational Institutions, other related facilities), the spaces should manifest the education vision of the institutions and put into consideration the future growth needs according to envisaged school/institution programs and student enrolment.
2. **For health facilities** (e.g Health Centre IVs, Hospitals, other related facilities,), the spaces shall enhance the mood of patients, health workers and attendants at the facilities.

Master plans shall provide open, secure, accessible spaces, simple shapes as opposed to postmodern formalism with emphasis on maximization of user comfort through adequate lighting and ventilation. Building designs should ensure a blend within existing set-ups of the facility and a blend of the facility and community environment and enhance the sense of ownership and pride by the community. This will be enhanced by informing the community and organize awareness raising activities (e.g. flyers, trainings, posters). The design shall further focus on low-maintenance facilities and sustainable building practices.

The architect's brief that shall be provided to the selected contractor(s), shall give more details on these aspects.

1.1.1.8 Master Plan Development

The process of developing a master Plan is intended to be participatory, integrating the views of the different stakeholders, including the institution authorities, district authorities, relevant Ministry departments, and the neighboring communities, neighboring industry and users (e.g. students)'s representatives.

This process shall lead to the integration, for each institution, of their point of view, perception

and perspective to enable the definition of a long-term vision for the future of the facility, its present and future needs, required means and the concrete steps to realize this vision, based on agreed priorities and objective criteria.

Secondly, it is intended to integrate detailed data collection and analysis of the current situation (topography, hydrography, topology, meteorology...), while assessing, based on objective criteria, the assets to be preserved (including trees) and those that shall be demolished. Finally, it is intended to cover all the services and equipment without which the institution cannot function as described below;

- Resource provision such as energy and water supply and including agricultural production. This dimension shall also consider the ways to preserve and eventually recycle the available resources (e.g. use of biogas for cooking, water harvesting...);
- The management and possible treatment of both solid and liquid waste, including the chemical waste from laboratories and medical waste, shall be considered (e.g. lagoon technology based on the 'living machine' concept). Whenever possible, cost-effective local treatment shall be favored, with the perspective of recycling and production. Provision shall be made for private disposal facilities for the females' Sanitation. Measures shall be taken to ensure provision of facilities to enable effective disposal and destruction of varied categories of solid wastes.
- Drainage and sewerage networks shall form part of the comprehensive site study.
- The issue of security shall be equally part of the study. This includes preservation of the assets and people from external intrusion and from accidents, disasters and fire. Concrete measures will be proposed and integrated into both the design and the Operation and Maintenance modalities.

1.1.1.8.1 General requirements to be considered.

Master Plan elements

Water supply

Consideration shall be made to maximize the capture of huge amounts of precipitation from large overhanging roofs that will be stored in institution tanks to supplement and operate parallel to the municipal water supply system. Separate distribution lines may be considered for each of the water sources allowing the use of harvested water in the ablution and toilet facilities at the institution while municipal supply is stored for running services such as kitchen etc.

Sanitation

With regards to the toilets, a study shall carefully assess the optimum solution for each

institution – from classical flush toilets, double dry pits, to 'ecosan' systems – considering different aspects, such as the availability of running water, the local habits and culture, the potential for recycling both urine and excreta either for fertilizing purposes or for contribution to methane production through biogas digesters.

Solid waste disposal

Proper attention shall also be given to wastewater and solid waste collection and treatment.

Car parking/Service areas

Adequate onsite car parking spaces shall be considered for both facility staff and visitors in accordance with the planning standards. Access must be provided for service and delivery vehicles and there must be sufficient space to enable such vehicles to enter and leave the site in forward gear. Service yards shall normally be hidden behind the building for amenity reasons.

Access for people with disabilities

The design of social services in the building must consider the needs of the people with disabilities, particularly those with mobility impairment.

1.1.1.8.2 Building Structure Elements

Building aesthetics

The building environment is intended to offer a pleasant environment with simple but pleasant architecture that plays appropriate proportions, materials contrast, stimulating colors, openings, and natural lighting. The call for a pleasant environment shall not be taken for flashy and expensive formalism but shall be simple and functional. Consideration shall be taken to ensure that the designed facility blends with the existing buildings and considers any existing norms and local conditions.

Stimulating teaching and learning environments (For learning facilities like schools)

The design shall provide a stimulating teaching and learning environment which shall allow for the integration of new pedagogical teaching methods. Examples are the use of flexible space, exhibition panels, rear blackboards, learning corners, and a livelier and colorful atmosphere, while also being gender friendly and sensitive to special needs of the students.

Natural ventilation

Cooling by natural ventilation shall be favored, using different techniques as appropriate, such as solar chimneys or ground-coupled heat exchangers. A ground coupled heat exchanger is an

underground heat exchanger loop that captures or dissipates heat to or from the ground through air. To increase the natural ventilation mechanism of the ground-coupled heat exchanger, a system of solar chimneys could be provided. This system is a way of improving the natural ventilation of buildings by using convection of air heated by passive solar energy.

Flexibility

For the learning facilities, the design should optimize space utilization by allowing for flexible rooms that can allow interchanging classrooms with minimum disruption between classes from various levels or different curriculum and to allow possibilities of double shifting and double sizing of rooms. The room-by-room furniture arrangements should be following an optimal space utilization as well.

Passive cooling

Pharmacies and drugstores in health facilities will be designed such that heat gain is minimized as much as possible and passive cooling using natural techniques is preferred, to create a naturally conducive environment for storage of drugs, reagents, and other medical formulas. Adequate natural ventilation while being mindful of security shall be emphasized.

Lighting

Natural lighting shall be favoured within the new buildings and renovated facilities. To favour reverberation (sound characteristics), external windows shall be located as close as possible to the ceiling, while the windowsills shall be large and made of a clear finish. Ideally, these windows shall be oriented in a way that provides constant lighting, while avoiding direct sunlight (East-West direction, light from North and South sides).

Window shading

Where applicable, window shadings shall be designed while studying its impact on the natural ventilation and to define the most appropriate design solution. The window shading may favour either ventilation going towards the ceiling or the floor but one or the other should be privileged according to the situation. Window shading may become necessary during refurbishment of existing buildings, to improve their environmental performance.

Alternative construction materials/Technology transfer

The use of alternative construction materials shall be explored to increase the lifespan of the buildings, limit the need for maintenance work, mitigate the impact on the environment and favour thermal and acoustic comfort within the building. The use of natural wood needs to be minimized. For window frames alternatives to steel need to be explored, e.g. aluminium with

powder coated permanent colours. Bamboo can be integrated as decorative material or non-permanent structures.

Roofing

The use of material with good thermal and acoustic characteristics needs to be explored.

Walls

Environmentally friendly materials like compressed earth blocks need to be explored. Block pressing could be organized on site. Interlocking blocks provide an easy way for wall building. The contractor should advise on the feasibility of this.

Selection of materials and methods

When selecting the appropriate construction technology and materials the following questions should be addressed:

1. Consider environmental sustainability
 - Does the material suit the local climate?
 - Can you procure the material locally?
 - Does the material require excessive transport costs or fuel usage?
 - Will the harvesting of the material contribute to deforestation?
2. Consider economic sustainability
 - Are there opportunities to hire local labour and skilled workers?
 - Are there enough stock material in the district, region, and country to supply the construction?
 - If the material needs to be sourced from a far, consider transport financial and ecological costs.
 - Consider the effects on local market when procuring bulk material, i.e. inflate prices or dry-up the local stock.
3. Consider social sustainability
 - Is the material accepted by the community?
 - If not consider re-think if it is the appropriate material for the location.
 - if it is considered the best material communicate the benefits and demonstrate the technology to the community.

Execution of construction works

For some of the assignments especially those located in or near partner vocational institutes, the project may explore the possibility of involving students in parts of the construction process

to introduce them to (new) technologies without slowing down the construction process. Students could take on part of the process, production, and/or the use of special materials (e.g. stabilized bricks) for one or two building blocks, the metal construction or the installation and maintenance of the renewable energy system, while taking advantage of the rehabilitation of one of the less dilapidated buildings as a means of teaching them classical construction techniques.

The project will target to have at least 20 percent of women labour force across the rank and file.

Reports

In addition to the contractual documents requested, depending on the specific nature of the assignment, a detailed report shall be produced for each assignment, listing the weaknesses and shortcomings identified as well as the recommendations and their follow-up. A final summary report shall be provided at the end of a complete assignment.

These various reports shall be submitted to the managing official and to the Project in question; the latter will be responsible for communicating them to all the parties concerned, chief among whom will be the project manager and/or the contractor, as well as to the ad hoc public administration. The reporting deadlines shall be specified in the specific order forms for each assignment.

1.1.1.9 Scope of Assignment

The scope of the consultancy services may entail two phases or a part of the two phases described below:

- Phase 1: A design component including writing of technical part of Terms of reference where needed
- Phase 2: A supervision component of the works to be carried out by the selected contractor.

Phase 1: Preparation of Design and Bidding Documents

Phase 1/a: Master Plan

Prepare medium-term (immediate scenario) and long-term (expansion scenario) master plans for the institution, based on the program of requirements (PoR) formulated by the contracting authority for the medium-term and further detailed during the plan development process.

Phase 1/b: Preliminary Design

Prepare preliminary design, specifications and cost framework.

Phase 1/c: Final Design and Bidding Documents (technical part only)

1. Prepare final design, specifications and confidential cost estimates.
2. Prepare preliminary bidding documents (technical part only) and confidential detailed cost estimates.
3. Prepare final bidding documents and confidential detailed cost estimates.

Phase 1/d: Bidding Process Assistance

Assist the Contracting authority in the bidding process for civil works and related supply of furniture and equipment (only when technical clarifications are required). Including participation and support in pre-bid conferences.

Phase 2: Construction management and Supervision Services

1. Provide contract management services during the execution and defects liability/guarantee periods for civil works and supply of furniture and equipment.
2. Provide site supervision services during the execution of the construction contract and post-delivery inspection services for related furniture and equipment (including inspections, testing and/or commissioning).
3. Oversee the preparation of as-built drawings and specifications for civil works and installations.

1.1.1.10 Framework for Site Supervision

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

1. The contractor shall have a good amount of presence on the site and dedicate a Resident Site Engineer on full time basis on the site.
2. Depending on the assignment, related partner Ministry infrastructure personnel (i.e. Construction Management Unit (CMU) of MoES for Educational institutions, Health Infrastructure Department of MOH for health institutions) shall have a supervising engineer assigned to the project who shall prepare reports for work progress for submission to the Ministry.
3. Periodic (by default monthly, but subject to change, depending on the timelines allocated to specific works) site meetings shall be held at the various institutions with the presence of the representatives and stakeholders of the institutions, Partner Ministry representatives, area local authorities the Enabel project coordination team,

the supervising contractor and the Contractor. Each meeting shall be duly sanctioned by minutes signed by the participants.

4. The Enabel National Infrastructure Facilities Coordinator shall make routine inspections and random checks. He shall be responsible for the implementation of the civil works investment of the project, including coordination of the procurement of works, supplies and services as well as capacity building, awareness raising, and collection and dissemination of lessons learned.
5. In addition, the contractor shall assemble a well-qualified and experienced team of sufficient size/capacity, covering all the disciplines required for successful execution of the assignment.

To ensure that all requirements are duly considered during the construction and/or rehabilitation works, it is also of the uppermost importance that proper communication, coordination and understanding are ensured between all the concerned stakeholders.

1.1.1.11 Detailed Scope of Assignment

General;

1. The contractor shall be required to carry out such duties through approved terms of reference and assume such powers and responsibilities as are defined in this document.
2. The services as defined in each terms of reference and accepted by the service provider shall be contracted as lump sum assignment. The services are continuous (considering the Contracting authority's review and approval periods for the Phase 1 services). The estimated duration for each assignment shall be provided in the assignment order form.
3. For continuity reasons, the contracting authority may award the contract for the phase 1 services and the contract for the phase 2 services to one and the same contractor. In that case, it should be understood that the contract continues during supervision. Beyond this time, if the delay is due to the construction company (i.e. fines for delays are applied), the contractor shall have the right to claim for an amendment at framework contract unit prices to cover the remaining supervision work until the completion date (on a pro-rata basis according to the real needs such as the number and type of experts, the duration...).

Phase 1: Design and Bidding Documents

Phase 1/ a: Master Plans

Master Plan: Detailed site inspection and study of survey data, study of existing structures, study of the Contracting authority's program of requirement (PoR), development of master plans for

the period 2024-2029 (the immediate scenario) and for the periods 2029-2034 and 2035-2045 (the expansion scenarios).

Based on inspection of the site, the existing structures, the site survey maps, study of the program of requirements (prepared by the Contracting authority for the period 2024-2028), and discussions with the Contracting authority and end-users, the Contractor shall prepare a master plan for the immediate scenario, as well as master plans for the expansion scenarios. Simultaneously the Contractor shall collect all necessary documentation in relation to building regulations, urban and environmental planning procedures, building permit requirements, and connections to the nearby utility service lines and to alternative sources.

The Contractor's input for this stage shall be:

1. Study the Architects Brief as provided by the contracting authority and prepare a list of queries for discussion and agreement with the Contracting authority.
2. Study and verify on site the plot survey (check survey data against Title Deed data) and boundary drawings and indicate all existing main natural and man-made features on the plot and in the immediate neighbourhood, including utility service lines.
3. Collect and study all necessary documentation in relation to new construction and rehabilitation works.
4. Study the quality of the existing structures and assess the possibility of rehabilitating them in such a way that they fulfil the general quality criteria for the future of the institution.
5. Prepare 3 alternative concept master plans for the site clearly distinguishing the differences between them indicating the focus or the expected outcome. Each alternative should indicate three development stages, the first one based on the program of requirements (PoR) for the period 2024-2028 (immediate scenario), the second one for the period 2028-2033 (expansion scenario I) and the third one for the period 2034-2044 (expansion scenario II). More details on the program of requirements (PoR) to be provided for each assignment order form where master plans are required.
6. Facilitate a workshop to discuss the alternative master plans with the Contracting authority and end-users. In this workshop, the different options shall be presented and discussed, covering at least the following aspects: area, climate, access, relation to the community, education, physical aspects, sustainability and planning. The workshop shall decide which master plan will be used for further elaboration.
7. Prepare Master Plan, incorporating comments from the workshop and other remarks provided by the Contracting authority, completing Phase 1/ a.

Phase 1/ b: Preliminary Design

Preliminary Design: Preliminary design of facility blocks (the separate building components), preliminary room-by-room furniture and equipment arrangement layouts, principle specifications of structural and installation works, material selection and finishing levels, and preliminary cost frameworks for civil works and preliminary specification for applied furniture and equipment.

The Contractor shall develop, in close consultation with the Contracting authority, preliminary designs, principles for construction, rehabilitation and passive building, material and finishes selection, as well as room layout plans for furniture and major equipment. To guide the discussions with the Contracting authority user, the Contractor shall prepare cost frameworks for civil works and furniture.

The Contractor's input for this stage shall be:

1. Prepare preliminary designs, based on the room functions and indicative floor areas provided in the assignment order forms, and incorporate these preliminary designs in the Master Plan.
2. Show and discuss in more detail with the Contracting authority the relationship between functions and the proposed access and connection routes, as well as the provision and location of main utility service and drainage infrastructure (water source and reservoirs, electricity connection, transformer and distribution, sewer lines/septic tanks and soak away drains, external works such as roads, car parks, walkways, where any or all of these apply).
3. Prepare for discussion with the Contracting authority the passive building and green architecture principles.
4. Prepare for discussion with the Contracting authority the foundation and structural design principles and specifications for installations and construction and finishing materials.
5. Prepare concept notes for execution for the civil works specifically renovation and remodelling works.
6. Prepare cost frameworks for civil works, furniture, equipment and installations.
7. Prepare and submit for review and comments to the Contracting authority the Phase 1 Draft Preliminary Design Report.

Phase 1/ c: Final Design and Bidding Documents

Final Design and Bidding Documents (to commence upon the Contracting authority's approval of the final design and related technical and cost documents): Detailed site plan, including site layout plans for external works, landscaping and utility services distribution, final design of buildings, including architectural and engineering drawings, final

interior layout plans for furniture and major equipment, detailed technical specifications and schedules, bills of quantities and confidential cost estimates for civil works and furniture.

The Contractor's input for this stage shall be:

1. Complete the environmental impact assessments and obtain NEMA and/ or other relevant approvals.
2. Prepare final design drawings, including detailed site plan and architectural floor plans, sections and elevations, as well as details and working drawings.
3. Prepare structural plans, sections and details, accompanied by structural calculations. If applicable, prepare shop drawings for structural steel work. Prepare structural concrete drawings and bending schedules for reinforcing steel.
4. Prepare electrical/mechanical, and water installation site plans, as well as facility block-specific drawings, details and schedules, with capacity calculations as required.
5. Prepare drainage site plans and facility block plans, including structural plans for septic tanks and soak away drains, collection and inspection chambers, and gulley details.
6. Prepare external work layout plans and details for roads, car parks and shades, walkways, boundary wall with ancillary structures, drains, and culverts.
7. Prepare door and window schedules.
8. Prepare final execution plans for the civil works, considering the continuous functioning of the institution during execution and indicating specific measures to be taken plus its consequences.
9. Prepare un-priced Bills of Quantities.
10. Prepare confidential cost estimates for civil works, based on priced Bills of Quantities.
11. Prepare detailed room layout plans for furniture and equipment, if applicable indicating the required infrastructure provisions for fixing and functioning of furniture and equipment, such as anchoring, ventilation and utility service connection details.
12. Prepare quantified furniture and equipment lists with generic technical specifications.
13. Prepare confidential cost estimates for furniture and equipment, based on priced lists.
14. Prepare draft bidding documents for the civil works, and for the supply of furniture and equipment (only the technical part).
15. Prepare applications and submit plans to the relevant authorities for approvals under building regulations and public health rules.
16. Prepare and submit for review and comments to the Contracting authority the Phase 1 / Draft Final Design and Bidding Documents and Report (only the technical part).
17. The Contracting authority shall approve or comment on the draft final design and bidding documents (only the technical part) within four weeks of receiving the report.

18. The Contractor shall study and incorporate the comments within four weeks from receiving these, and prepare and submit to the Contracting authority for review the Phase 1 / Final Design and Bidding Documents (only the technical part), completing the Phase 1/ c.
19. The Contracting authority, upon reviewing the submissions, shall issue to the Contractor a Statement of Acceptance of the Phase 1 / Final Design and Bidding Document Report, within four weeks of receiving the final design documents and report.

Phase 1/ d: Bidding Process Assistance (Only for the technical part)

Assisting the contracting authority during the Bidding Process upon request: in particular, participation in the Pre-bid meeting and responding to any queries that may arise during the tendering process.

The consultancy services related to the bidding process comprise:

1. Bidding process related assistance to the contracting authority, including activities such as preparing response to queries from prospective bidders, and participation in site visits.
2. Participating in the pre-bid clarification meeting with guided site visit (in case of civil works).
3. Issuing addenda to bidding documents, as may be required.
4. Participation and documentation of start-up meetings and site handover to the successful building contractors.

Performance assessment

Upon completion of Phase 1, the contracting authority shall assess the Contractor's performance before proceeding to phase 2 of the contracts. At this point the contracting authority may terminate the contract in case of poor performance by the contractor. Termination may also be a result of Force Majeure incidences.

Phase 2: Contract Management and Supervision

Contract Management and Site Supervision: Contract management of works and installations contracts, site supervision of civil works and inspection/ testing/ commissioning of equipment supplies, preparation of as built/installed drawings and installation schedules.

During the implementation and defect liability/guaranty period, the Contractor shall provide the following services for the civil works and furniture and equipment supply contracts.

- Civil Works: The services for civil works shall include, but not necessarily be limited to: giving possession of sites to contractors, coordinating and overseeing permanent site

supervision by the clerk of works, performing monthly site meetings, compiling monthly progress reports on the basis of weekly summary supervision reports, issuing (after consultation with the Contracting authority) Architect's Instructions for remedial/condemning work, or additional/less work, or extensions of time, undertaking valuations and preparing payment certificates, taking over completed works, preparing missing detail drawings necessary for the proper execution of the works, performing the provisional handing over (in the presence of the Contracting authority's monitoring expert and representatives of the Contracting authority-user), coordinating the preparation of snag lists and the making good of defects, performing the final handing-over (in the presence of the Contracting authority's monitoring expert and representatives of the Contracting authority-user), preparing final accounts, preparing as-built drawings, and compiling operation and maintenance manuals for complex installations.

Site supervision services for the execution of the civil works

A Clerk of Works, who shall be stationed full time at the construction site during the execution of the works, shall support the Contractor's supervision services which shall include:

1. Daily supervision/inspection rounds on site, in particular focusing on critical stages of construction. These critical stages shall include, but not necessarily be limited to the checking of setting out and excavations of foundations, base soil bearing capacity, checking installed reinforcing steel before casting concrete, visual checks and material tests of structural concrete,
2. Supervision and control of quality of materials, workmanship and execution. The checks shall include, but not necessarily be limited to quality of blocks, bricks and mortar, quality of door and window frames, quality of roof structure, quality of roof covering and fixing materials, quality of finishing materials and workmanship, quality of utility service installations, drainage and external works.
3. Keeping a close watch on progress and timeliness of construction and installation activities. In this respect, the Resident Engineer shall record on a daily basis the Contractor's labour force, main equipment and materials on site, and report to the contract management, and subsequently to the Contracting authority, in a timely manner occurring and anticipated problems and delays. Advise contracting authority on measures being taken to avoid inherent delays.
4. Prepare and issue minor site instructions (not requiring the management's decision) and record any minor site instruction in the site instruction/logbook (which shall be kept on

- site permanently for inspection by any contracting authority representative and controlling municipal authority).
5. Prepare for issuing by the contract management Architect's Instructions for remedial/condemning work, additional/less work, extensions of time.
 6. Review and approve the contractor's health and safety plans, inclusive of adherence to national worker-related laws, local bye laws and regulations, and ensuring compliance.
 7. Organize and manage monthly site meetings attended by representatives of the various stakeholders, including invitations, chairing and preparation/ issue of minutes.
 8. Carry out regular measurements required for checking contractor's valuation of the works and preparing related payment certificates.
 9. Prepare monthly and quarterly progress and financial reports per site and works lot.
 10. Undertake, in the presence of the Contracting authority's monitoring expert, the pre-handing over inspection rounds and issue the preliminary snag list.
 11. Perform provisional handing over, including preparation and issuing of snag lists and Contractor's practical Completion report and certificate of works in accordance with the contracting authority and user.
 12. Provide periodic inspections (Timing and Frequency to be agreed by the contracting authority) during the defects liability period and notify the contracting authority and contractor of any defects on the construction works and supervising their repair.
 13. Perform the final handing over at the end of the defect's liability period in coordination with the contracting authority/users and issue the Contractor's final Completion Certificate of works.
 14. Prepare the final payment certificate and final accounts for each works and supplies contract where required.
 15. Oversee the preparation, compilation and provide to the contracting authority 'as built' drawings, occupancy permits, commissioning reports, installation schedules and operation and maintenance manuals and end-user training reports at completion of the project.
 16. Prepare the final project report for works and supplies contracts where required.

1.1.1.12 List of Institutional Needs

The list of final institutional needs (Schools, VTIS and Health facilities) shall be determined because of the prioritization workshops in the respective institution following the call off order. These shall include among other rehabilitations, new construction works, WASH facilities, Solar works, external.

1.1.1.13 Deliverables

The nature and format of the various deliverables expected during and at the end of the assignment will be specified in more detail in the specific order form for each assignment and discussed further with the Contracting authority's managing official. These shall be prepared as per discussions and submitted for approval to the Contracting authority. Notwithstanding the above, the contractor shall prepare and submit specific stage reports and documents to the satisfaction of the contracting authority. The content of the reports shall be guided by the detailed scope shown in the terms of reference. Reports shall be written in English. The metric system shall be used, and the British standard codes applied. The contractor shall have sole responsibility for all the information gathered and conclusions presented in the reports. The contractor shall consider all comments from the contracting authority parties regarding each stage submission and modify submitted reports accordingly.

These various reports shall be sent to the managing official and to the project concerned, which will be responsible for communicating them to all the parties in question. The reporting deadlines shall be specified in the specific order forms for each assignment.

Before approving the contractor's report, it shall be up to the project to relay to the contractor any requests for clarification from the national partners or the end-users regarding a particular recommendation included in the provisional report, or to reject it after arguing the case. The contractor shall then provide the necessary justification and information to support the contracting authority to accept or reject any requests for modification.

Deliverables required may include but not be limited to:

Phase 1: Preparation of Design and Bidding Documents (only the technical part)
Inception Report <ul style="list-style-type: none">• Overview of mobilization, approach, programme, checklist, assessment tools for the assignment
Master Plan <ul style="list-style-type: none">• Background• Outcome/Objectives of infrastructure development aligned to the vision of the institution• Land use pattern• Master plan stepwise implementation• Institution expansion phasing (timing of interventions regarding sustaining operation)• Services Plan (Water supply and drainage, Wastewater disposal, Energy plan, etc)• 3D impression of the institution layout (Scale 1:500, 1:1000)• Budget

<p>Draft Preliminary Design Report</p> <ul style="list-style-type: none"> • Narrative explanatory report, covering works and supplies • Preliminary environmental assessment reports • Location plans (scale 1:2500) • Site Plans (scale 1:500, 1:1000) • Architectural floor plans, sections and elevations (scale1:100) • Foundation and Structural Design principles • Sustainable Architecture principles • Installation principles • Construction and finishes principles • Furniture/equipment layout plans (scale 1:100) • Cost estimates (based on cost per unit area for comparable projects)
<p>Preliminary Design Report</p> <ul style="list-style-type: none"> • See Draft Preliminary Design Report, plus: • Separate Final environmental Impact Assessment Reports
<p>Draft Final Design and Bidding Documents (only the technical part)</p> <ul style="list-style-type: none"> • Narrative explanatory report, covering works and supplies • Environmental Impact Assessment Approvals including (district/NEMA) • No objections of the relevant authorities for services • Location plans (scale 1:2500); site plans (scale1:500, 1:1000) • Block plans (scale 1:200) • Architectural floor plans, sections and elevations (scale1:100) • 3 dimensional drawings (perspectives) • Architectural and external works details (Scale1:10, 1:20, 1:50) • Services drawings-electrical/mechanical/communication (scale 1:100) • Furniture/equipment details (scale 1:20, 1:50) • Technical Specifications and Bills of Quantities for the works • Technical Specifications and Bills of Quantities for the supplies • Confidential cost estimates for works (based on priced Bill of Quantities) • Confidential cost estimates for supplies (based on final list of quantities)
<p>Final Design Report and Bidding Documents (only the technical part)</p>
<p>Tender And Contracting Process for Works and Supplies</p> <p>Relevant tender responses, addenda and other technical clarifications (if necessary)</p>

Phase 2: Contract Management and Site Supervision
<p>Meeting Minutes</p> <p>Minutes of all technical meetings held at the institution, including technical handover meetings, monthly site meetings, technical commissioning, etcetera (circulated to all participants)</p>
Weekly Site Supervision Reports for Works
Minutes Of Monthly Site Meetings for Works
<p>Quarterly Progress and Financial Reports for Works and Supplies</p> <p>Brief overview of all activities on site</p> <p>Progress in relation to the contractor's work plans, including issued instructions</p> <p>Financial appraisal including summary of payments, variation costs, and contract cost status etcetera</p> <p>Meeting minutes and progress photographs for the quarter</p> <p>Post-delivery inspection reports for supplies</p>
<p>Practical Provisional Completion Reports for Works</p> <p>All elements noted in the above reporting category</p> <p>Agreed snag list of outstanding/ defective works to be completed and rectified during the Defects Liability Period</p> <p>Copies of site handover certificates signed by the contractor, contractor and the contracting authority user</p> <p>Reports on required user trainings and maintenance for the works</p> <p>As-built drawings</p> <p>Copies of provisional Acceptance Certificates</p> <p>Progress with obtaining occupational permits</p>
<p>Mid Defects Liability Period Reports for Works</p> <p>Progress with rectification of listed/ emergent snags</p> <p>Updated reports on required user trainings for the works</p> <p>Copies of occupational permits</p> <p>Draft operation and maintenance manuals</p>
<p>Final Completion Reports for Works</p> <p>Project and consultancy background</p> <p>Degree of fulfilment of the consultancy TOR</p> <p>Financial report including all payments, variations, and contract cost status, final accounts, etcetera</p> <p>Report on rectification of listed/ emergent snags</p> <p>Copies of final Acceptance Certificates</p>

Final Operation and maintenance manuals As-built drawings
Final Inspection Report for Supplies Final technical components for the supply contracts User information, operation manuals and technical document Certificate of Satisfactory Delivery As-installed drawings

The contractor shall report to the Contracting Authority through the managing official of the particular order of work

1.1.1.14 Implementation Schedule

The implementation schedule for Phase 1 and 2 is shown in the table below, indicating the estimated service periods (from service order to acceptance by contracting authority) for this consultancy. The actual implementation period of each order will be discussed and defined in related terms of reference and service order.

Activity	Description	Estimated time in months
Phase 1	Master Plan and Detail Design	9.0
1/ a	Inception Report	0.5
1/ b	Concept Master Plans and Final Master Plan	0.5
1/ c	Preliminary Design, excluding Contracting authority's review	2.0
1/ d	Final Design and Bidding Documents, excluding Contracting authority's review	3.0
1/ e	Tendering for construction (assistance in case technical clarifications are required)	3.0
Phase 2	Contract Management and Site Supervision	24.0
	Construction period	12.0
	Defects Liability and Warranty Period	12.0

Phase I – Preliminary Investigations, Preliminary Design, Final Design Reports and Bid Documents: to be done in a period of 6.0 months yielding an estimated 30 person months.

Phase II – Supervision of Works and Related Supplies Contracts including the Defects Liability Period: to be done in a period of 24 months yielding an estimated 50 - person month.

1.2 Quality management

The services must comply in all respects with the contract documents. Even in the absence of detailed technical specifications in contract documents, the services must comply in all respects with good practice. The Contractor shall ensure quality management through continuous monitoring. This monitoring shall take a quality assurance approach. The Contractor shall use these principles to ensure the quality of their service and to monitor the satisfaction of those involved in all aspects of the activities.

Evaluation of the performance shall be conducted by the Contracting Authority on a regular basis to assess the level of the quality of services provided, the key experts' capacity, and participant's satisfaction. The Contracting Authority shall communicate the assessment methodology prior to the evaluation. The Contracting Authority shall communicate the outcomes of the evaluation sessions to the Contractor and, if necessary, shall ask for actions to be taken. The Contractor can also perform self-evaluation, without the results of it being binding to the Contracting Authority. The Contracting Authority shall closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

1.3 Project Management

Planning

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

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

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

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

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

Roles and responsibilities

Contracting Authority Responsibilities

The contracting authority shall provide the required contracts and access to relevant information essential to the proper implementation of the consultancy. Where necessary and possible, the contracting authority shall provide or assist the contractor to obtain relevant documentation that is required to perform the duties expeditiously. In the case of foreign contractors requiring work permits, Ministry of Education and Sports and Ministry of Health shall assist with such process by introducing such contractors to the relevant government authorities.

Contractor's Responsibilities

The contractor shall be responsible for all preliminary and detailed technical site and off site investigations and preparation of all other essential documents for conducting the assignment. During the performance of the services, the contractor shall fully liaise with the contracting authority's representatives, as well as the respective works and supplies contractors.

Reporting

In addition to the contractual documents requested, depending on the specific nature of the assignment, a detailed report shall be produced for each assignment, listing the weaknesses and shortcomings identified as well as the recommendations and their follow-up. A final summary report shall be provided at the end of a completed assignment.

These various reports shall be submitted to the managing official and to the Project in question; the latter shall be responsible for communicating them to all the parties concerned, chief among whom shall be the project manager and/or the contractor, as well as to the ad hoc public administration. The reporting deadlines shall be specified in the specific order forms for each assignment.

Report Copies

All reports shall be submitted as follows:

Hard submissions: one original and two copies, all copies to be of the same quality as the original i.e. colour, visibility, page arrangement/ orientation, etc.

One electronic copy including drawings.

Formats

Drawings and schedules shall be on A3 paper size. Electronic copies shall be direct to PDF, Auto CAD and/or Archi CAD (for drawings), Microsoft Excel for Bills of Quantities and M/s word (for narrative reports and tender documents). The format of the reports for Phase 2, shall be

discussed with the Contracting authority and be prepared as per discussions, and submitted for approval to the Contracting authority.

1.4 Requirement for resources

1.4.1 Composition of the team

For this assignment	<ul style="list-style-type: none">• 13 key experts• 2 non-key experts
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Contractor/ team leader

The contractor shall identify a coordinator/team leader within its organization who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority shall designate contact persons.

All communications and exchange of information between the Contracting Authority and the contractor during the contract period shall be held in writing or email, in English and be addressed to the contractor's single point of contact and to the contact person in the Contracting Authority respectively. The coordinator shall need to closely collaborate with the Contracting Authority ensuring that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements as described in this tender are being kept.

Key staff

The contractor shall assemble a well-qualified and experienced team of sufficient size and capacity. Specific expertise shall be provided in structural strategic planning, pedagogy, environment protection, sustainable sanitation, construction engineering, electricity, including renewable energy and passive architecture. The key staff shall have university degrees in their respective disciplines, corporate registrations with respective professional bodies, practicing certificates, professional indemnity insurance and excellent track records on projects of similar nature in developing countries. The Contractor shall complete the team composition and task assignment in sufficient detail to ensure that all technical requirements fall under the responsibility of a named expert.

1.4.2 Qualifications of the key staff

Mandatory requirements for the key staff

The key staff shall have university degrees in their respective disciplines, corporate registrations with respective professional bodies, practicing certificates, professional indemnity insurance and excellent records on projects of similar nature in developing countries. The contractor team shall include but not be limited to the following key experts:

1. An architect, the team leader, shall:

- be a registered architect,
- possess a Bachelors' degree and a minimum of twelve (12) years of experience in building and structural work,
- possess experience in passive cooling and energy conservation design strategies of buildings.
- have conducted projects of similar nature (health and/or educational) in the public sector in developing countries.
- demonstrate specific skills in Architectural design and construction specific to developing countries including the phases of feasibility studies, architectural design, APS, APD, drafting of technical clauses of the bidding documents, technical evaluation of offers, site monitoring, etc.) considering local specificities (climate, culture, etc).

2. Structural engineer: shall:

- be a registered engineer,
- holder of a university degree and a minimum of ten (10) years of experience in building and structural work, particularly institution buildings.
- have work experience of a minimum five (5) years in developing countries,
- be specialized in the design, sizing, and implementation of the structure of bioclimatic buildings including the use of local materials and appropriate technologies.
- Beyond the constructive mastery of materials with a classic structure (concrete or metal structure, facing bricks), he/she must also master alternative construction techniques using local materials and appropriate technologies.
- demonstrate specific skills in plans and calculations of traditional structures (concrete, metal, timber) and alternatives (load-bearing walls made of stabilized bricks, adobe, wood, bamboo, etc.).

3. Electrical Engineer: The electrical engineer(s) shall:

- be a registered engineer,
- Having valid wiring license

- holder of a university degree in electrical engineering
- have minimum of seven years of experience in electrical installation for large institutional buildings and systems.
- demonstrate mastery of the principles linked to the bioclimatic approach to buildings in studies of electrical networks (promotion of energy efficiency and renewable energies).

4. Mechanical Engineer: The mechanical engineer(s) shall:

- be a registered engineer,
- holder of a university degree in mechanical engineering
- have minimum of seven years of experience in mechanical installation for large institutional buildings and systems.
- demonstrate mastery of the principles linked to the bioclimatic approach to buildings in studies of mechanical networks (promotion of renewable energies), and of the water cycle in buildings (water supply and sanitation).

5. Expert in sustainable bioclimatic architecture: the expert shall:

- have a degree in architecture or engineering-built environment with an advanced university degree in built environment sustainable design
- have a minimum of five years' experience in Passive Building Design, preferably for education and/or health institutions and within the East African region. This expert must also demonstrate the following specific skills:
 - Development of the bioclimatic architectural approach to the structure allowing the optimization of user comfort by limiting as much as possible the negative impact of the structure on its environment and the climate (organizational principles, orientation, ventilation and natural lighting, low-rise approach carbon and preservation of resources throughout the cycle of the building and its constituent materials, etc.);
 - Knowledge and mastery of the use of local materials and appropriate technologies specific to these regions
 - show knowledge and mastery of the principles of climate-resilient design and the three pillars of sustainability and can assess concepts such as: return on investment, carbon footprint, cost-benefit analysis, and life cycle assessment.

6. Furniture design expert: the expert shall:

- have a degree in product design or interior architecture or art

- with experience in design of furniture for educational and/or health institutions demonstrating competence in design of furniture relevant to the efficient functionality of the institution.

7. Quantity Surveyor: the Quantity surveyor shall:

- be a registered surveyor
- a holder of a university degree in Building Economics or Quantity Surveying,
- a minimum of ten years of experience in building and structural work, particularly education and/or health institutional buildings. The expert shall have conducted projects of similar nature in the public sector in developing countries.

8. Land Surveyor: Shall:

- be a registered surveyor.
- possess a degree in land surveying
- a minimum of seven years' experience.

9. Environmental Specialist: Shall:

- have an advanced University degree in environmental sciences and
- a certified ESSIA specialist.

10. Medical equipment expert: the expert shall:

- have a degree in bio medical equipment or equivalent with
- a minimum of seven years' experience in design Health laboratory equipment for health facilities demonstrating competence in medical equipment.

11. Renewable Energy Expert: the expert shall:

- have a degree in renewable energy/ environmental science/electrical engineering,
- additional training in specific off-grid energy technologies,
- a certification in solar PV installation
- a minimum of five years' experience in renewable energy Design, preferably for education institutions and within the East African region

12. ICT equipment specialist: the expert shall:

- have a degree in Computer system/ICT or equivalent with
- a minimum of seven years' experience in design of ICT systems for Education and/or Health facilities
- demonstrating competence in developing specifications.

Note: The team should demonstrate collective similar experience in Health and Education projects. It is also foreseen that some expertise can be combined by a single expert, provided that the team has enough experts to be able to respond to two similar requests in proximity if necessary.

Non- key staff

In addition to the Key-staff, the Consultant shall include non-key staff who shall work under the supervision of the key-staff. The CVs of the non-key staff may be submitted after the award for review and approval of the contracting authority for assistant architects. All non-keys staffs shall have a bachelor's degree and at least 3 years' experience except for the clerk of works who may have a higher diploma with at least 7 years' experience.

1. Clerk of works: bachelor's degree in building/civil engineering with a minimum of 5 years' experience in works of similar nature.
2. Assistant Architect: bachelor's degree in Architecture with a minimum of 5 years' experience in works of similar nature

NB: The contractor shall provide the CV of the clerk of works after the first phase of the contract, which will be evaluated and approved by the contract management team from the contracting authority

1.4.3 Management of the Team

Efficient communication and sharing of experience must be put in place within the team. In case of unavailability of a team member, the contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender. The Contractor is free to organize their resources as they wish around the key personnel.

The Contractor shall complete the team composition and task assignment in sufficient detail to ensure that all technical requirements fall under the responsibility of a named expert.

The Contractor shall submit CVs for all the Key Staff in their proposed team fully countersigned and dated personnel themselves not earlier than three (3) months from the date of submission. All CVs must meet the minimum requirements to be considered compliant.

It is up to the team leader to have a good knowledge and understanding of the tasks that shall be asked of him to specify the composition of his team. The minimum key personnel cited above must be available according to the needs specified in the methodology proposed by the

tenderer. For each profile, the bidder must propose at least 1 person meeting the required qualifications. The composition of the team may therefore vary from one assignment order to another. The entire team shall be physically available and be willing to make the necessary site visits during implementation when required. Each expert must demonstrate excellent command of the English language (written and oral).

1.4.4 Deployment of the team

Indicative approximate person months for each staff per site/order of work.

	Position	Number (Experts)	Phase I (person month)	Phase II	
				Supervision (person month)	DLP (person month)
Key	Team leader/Architect	1	4	2.5	0.5
Staff	Expert in sustainable bioclimatic architecture	1	2	2	
	Civil/Structural engineer	1	3	2.5	
	Electrical Engineer	1	1	12	0.5
	Renewable energy expert	1	2	2	0.5
	Mechanical engineer	1	3	2	0.5
	Quantity surveyor	1	2	2	0.5
	Land Surveyor	1	2		
	ICT equipment specialist	1	2	1	
	Environmental specialist	1	2	2	0.5
	Furniture Equipment Expert	1	2	2	
	Medical equipment expert	1	2	1	0.5
	Total		12	26.25	29.25
	Position	Number (Experts)	Phase I (person month)	Phase II	
				Supervision (person month)	DLP (person month)
Non- Key Staff	Assistant Architects	1	4	4	
	Clerk of Works	1		12	
Total		2	4	16	

1.4.5 Requirement for other resources

The contractor shall supply all resources necessary for performance of the contract, including but not limited to; office and working spaces, stationery, ICT equipment, vehicles and Personnel Protective Equipment. No facilities or resources shall be supplied by the contracting authority.

2. General Provisions

2.1 Derogations from the General Implementing Rules

Section 4, 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These tender documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)"). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

2.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, 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). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this procurement contract, Enabel is represented by person(s) who shall sign the award letter and are mandated to represent the organisation towards third parties.

2.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

² Belgian Official Gazette of 1 July 1999.

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- 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 2003², 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 Organization³ 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);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015;
- The first Management Contract contracting 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.
 - Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁶;

² Belgian Official Gazette of 18 November 2008.

³ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁷; • Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- [local legislation with regards to sexual harassment at the workplace or equivalent]
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

2.5 Definitions

The following definitions apply to this contract:

The tenderer: A legal entity submitting a tender;

The contractor/ contractor: The tenderer to whom the public contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Uganda;

The tender: 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;

Procurement documents: 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

⁷ Belgian Official Gazette 27 June 2017.

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, or at the initiative of the tenderer;

Inventory: The procurement document 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 Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate;

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 performance of a contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.6 Processing of personal data by the contracting authority and confidentiality

Processing of personal data by the contracting authority

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

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 public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose 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 shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

2.7 Deontological obligations

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement for Enabel.

For the duration of the contract, the contractor and his 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.

In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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, clarification, evaluation and comparison of tenders and candidates procedure 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 public 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 appointees 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.

The public contractor 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 desk review or on-the-spot check, 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.

In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

2.8 Applicable law and competent courts

The 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.

3. Modalities of the Contract

3.1 Type of contract

This contract is a services contract.

It is launched as a framework agreement with a maximum of 3 services providers to be shortlisted.

For subsequent contract, orders will be made in the following way:

- **Alternating system:** orders are awarded successively to the successful tenderers according to their ranking, in a systematic manner (order 1 to the first-ranked successful tenderer, order 2 to the second-ranked successful tenderer, etc.).

3.2 Subject-matter of the public contract

This services procurement contract consists in the **performance of development of master plans, detailed design, supervision of works and supplies for furniture and equipment for in Education and Health institutions in Uganda**, in conformity with the conditions of these Tender Specifications.

Items

The framework agreement consists of the items detailed in the technical specification.

These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

3.4 Duration of the public contract

The duration of the framework agreement is 4 calendar years and shall start the day following the date of receipt of award notification letter.

For each of the orders, the implementation schedule for phase 1 and 2 shall be as follows, unless otherwise decided in subsequent contracts:

Phase 1: Master plan and detail design shall be completed within 6 calendar months from the date of order form.

Tendering for construction (assistance in case technical clarifications are required) shall be 3 months maximum.

Phase 2: construction management and supervision shall be 12 calendar months from the date of site handover to the building contractor. The Defects Liability Period (DLP) will commence thereafter and end within 12 calendar months.

3.5 Variants

Each tenderer may submit only one tender. Variants are forbidden.

3.6 Quantity

Estimated Quantities are for information purposes only and regard the whole duration of the public contract. By concluding this framework agreement contracting authority does not guarantee that estimated quantities shall be ordered from this contract. The estimated quantities under this contract are the following.

Description	Estimated quantities (sites)
A framework agreement for the development of master plans, detailed design, supervision of works and supplies for furniture and equipment for Education and Health institutions supported by Enabel in Uganda	20

Note: 1. The estimated Quantities shall be ordered on need basis from time to time during the validity of the framework agreement and minimum is not guaranteed.

2. The maximum amount to be ordered under this framework agreement is 600,000 euro.

4. Specific Contractual Conditions

4.1 Deviations from the General Implementing Rules

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

These Tender Specifications derogate from Article(s) 25-33 and of the GIR. These deviations are founded on the idea of providing possible local tenderer with an opportunity to submit a tender.

4.2 Managing official (Art. 11)

The managing official is Mr. Frank Waibale, the infrastructure expert, e-mail: frank.waibale@enabel.be

The contract manager shall work closely with the project managers of the various interventions. Once the contract is concluded, the managing official is the main contact point for the contractor. Any correspondence or any questions with regards to the performance of the contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

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, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the contracting authority.

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

4.3 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The contractor undertakes to have 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.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.4 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be

inferior to those taken by the tenderer for the protection of his own confidential information);

- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.5 Protection of personal data

Processing of personal data by the contracting authority

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

Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

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

4.6 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.7 Performance bond (Art. 25 to 33)

If an order form exceeds 50,000 EUR, the performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is 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 joint performance bond. The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract. The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to 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 joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function

4° in the case of a guaranty, by the deed of undertaking of the credit institution.

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

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

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

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

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

Request by the contractor for the acceptance procedure to be carried out:

1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond

2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.8 Conformity of performance (Art. 34)

The services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

4.9 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

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

Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

Revision of prices (Art. 38/7)

This public contract provides for a price revision. Only one price revision can be applied per year (upon the contract award anniversary date).

To calculate the price revision, the following formula applies:

$$P_r = P_o \left(\frac{I_r}{I_o} \right)$$

where:

Pr = Price after revision

Po = Price quoted in the tender

Io = Index for the month in which the framework Contract (FWC) enters into force;

Ir = Index for the month in which the request to revise prices is received

This revision shall be determined by the trend in the harmonized consumer price index published by the Uganda Bureau of Statistics (UBOS) Database for the applicable index appropriate for the industry.

The price revision may only be applied if the price increase or decrease following the request or if the price revision request amounts to at least 3% of the price quoted in the tender (for the first price revision) or of the last price revised or imposed (as of the second price revision). The total revision under this clause shall be subject to a ceiling of plus or minus 10% of the price quoted in the tender.

4.11 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

4.12 Unforeseen circumstances

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.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.13 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to request an activity report at any time of the assignment from the contractor (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.14 Performance modalities (Art. 146 et seq.)

Deadlines and terms (Art. 147)

The services shall be performed within 4 calendar years. Actual implementation per each phase shall be performed in accordance to the duration mentioned under section 3.3 as of the second working day following the date of dispatch of the order form.

The order form is addressed to the contractor either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the contractor, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the contractor, estimates that the demand is founded or partially founded, it will inform the contractor in writing of which extension of the period is accepted.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the contractor immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the contractor will ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible anymore if they are not submitted within 10 calendar days from the day following the date on which the contractor has received the order form.

Place where the services must be performed and formalities (Art. 149)

The services shall be performed at the addresses stated in the technical specification.

4.15 Inspection of the services (Art. 150)

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

The contractor advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.16 Liability of the contractor (Art. 152-153)

The contractor takes the full responsibility for mistakes and deficiencies in the services provided. Moreover, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the contractor.

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

The contractor's default is not solely related to services as such but also to the whole of the contractor's 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 rank.

In case of violation, the contracting authority may impose a lump-sum 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 contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the contract and/or the exclusion from procurement by the contracting authority for a determined duration.

Failure of performance (Art. 44)

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

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which have been given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority 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 expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects detected.

§2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regie 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° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

4.18 End of the public contract

Acceptance of the services performed (Art. 64-65 and 156)

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the contractor. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term 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 will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the contractor to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the contractor's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

4.19 Invoicing and payment of services (Art. 66 to 72 – 160)

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the address on the order form.

Only service delivery that has been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry

out the technical acceptance and provisional acceptance formalities and to notify the result to the contractor.

The amount owed to the contractor must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and acceptance reports.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

If a full package is ordered at once, payment shall be made in installments as per the details below. In case, only one or several key activities are ordered, the corresponding framework agreement's amount will be app

Phase 1	Preliminary and Detailed Design (lump sum contract)	40% payment of this phase released to the contractor
1	After approval of the Inception report	10%
2	Preliminary design excluding client's reviews <ul style="list-style-type: none"> • Cadastral and Topographical surveys • Masterplan development including site studies 	40%
3	Final design and Bidding documents, excluding client's reviews <ul style="list-style-type: none"> • Detailed design including furniture, equipment • Final design 	40%
4	Bidding process assistance	10%
Phase 2	Contract management and site supervision (Lump sum paid on Pro rata basis)	60% payment of this phase released to the contractor
	Contract Management and site supervision	90% Pro rata basis according to Physical progress up to Practical handover of facilities to the client.

	Defects Liability and Warranty Period	10% after successful completion of the defects liability period and final handover of facilities to the client.
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Advance payment:

By way of derogation from the foregoing, and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the regulations relating to public contracts with a view to promoting access by SMEs to the said contracts, the contracting authority shall pay an advance when the successful tenderer proves to be an SME within the meaning of Article 163, § 3, subparagraph 2, of the Law of 17 June 2016.

The amount of the advance payment is calculated by applying the following percentages to a reference value determined in accordance with Article 12/5 of the Law of 17 June 2016:

- 1° if the successful tenderer is a micro-enterprise, i.e. an enterprise that employs fewer than ten (10) people and whose annual turnover or annual balance sheet total does not exceed two million euros (2M euro), the percentage to be taken into account is twenty per cent (20%);
- 2° if the successful tenderer is a small business, i.e. a business that employs fewer than fifty (50) people and whose annual turnover or annual balance sheet total does not exceed ten million euros (10M euro), the percentage to be taken into account is ten per cent (10%);
- 3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty million euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%).

According to Article 12/5 of the Law of 17 June 2016, the reference value relevant for calculating the advance in a framework agreement is equal to the amount of each order, including all taxes.

The first half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches thirty per cent of the original order amount and the second half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches sixty per cent of the original order amount. The aforementioned amounts shall be understood as amounts inclusive of value-added tax.

The supplier must provide an **advance bank guarantee** prior to any advance payment.

The amount of the advance will be deducted from the final invoice of each order.

No advance will be paid when implementation duration of an order is less than 60 days.

4.20 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

The contracting authority will 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 indemnifies the contracting authority against any claims for compensation by third parties in this respect.

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

Enabel, public-law Company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms. Inge Janssens rue Haute 147

1000 Brussels

Belgium

5. The Procurement Procedure

5.1 Type of procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

5.2 Publication

Official notification

This contract is officially advertised in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

Enabel publication

This contract is furthermore published on the Enabel website <https://www.enabel.be/public-procurement/> and on local Newspapers.

5.3 Information

The awarding of this procurement contract is coordinated by the Contract Service Centre of Enabel in Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service. (Prospective) tenderers are prohibited from contacting the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 10 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to proscovia.angom@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title, as stated on the cover page of the tender specifications. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

The contracting Authority shall organize an optional information (pre-bid) meeting at the time and location specified below.

A framework agreement for the development of master plans, detailed design, supervision of works and supplies for furniture and	30th October, 2024 at 11:00 am Kampala time at Enabel Representation Office Plot 1B Lower Kololo Terrace
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equipment for Education and Health institutions supported by Enabel in Uganda	+ MS Teams Online Meeting Meeting ID: 359 734 889 220 Passcode: i7AHzo
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The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

5.4 Preparation and Submission of the Tender

5.4.1 Preparation of the tender

The tenderer shall prepare separately, the administrative, technical and financial proposals as explained below;

Content of tenders

The tenderer must use the tender form in annex. In case he does not use 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, even if these are mentioned in any of the annexes to his tender.

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

The tender shall contain the following parts:

1. Administrative Proposal

The tenderer shall use the tender forms included in the corresponding section of the Annex.

The Administrative proposal shall respect the following structure:

- Legal identification form
- Articles of Association
- Power of Attorney
- Certificate of incorporation

- Financial Identification Form
- European Single Procurement Document (ESPD)
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Subcontractor form
- Financial capacity form
- CVs for the proposed experts (These shall be signed, and countersigned and dated by the personnel themselves not earlier than three (3) months from the date of submission).

The successful tenderer shall be required to provide the following documents before award

- Tax Clearance Certificate (e.g; URA, as applicable)
- Social Security Contribution Clearance (e.g. NSFF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol)

2. Technical Proposal

The technical proposal may be presented in the following format:

- Technical methodology
- Project and quality management

3. Financial Proposal

The tenderer shall use the tender forms included in the corresponding section of the Annex.

Determination of prices

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

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

Elements included in the price

The tenderer is to include in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;
Documentation pertaining to the services;
Delivery of documents or records associated with the performance;
The packaging;
Training required for operation;
Where applicable, the measures imposed by occupational safety and worker health legislation;
Customs and excise duties for equipment and products used;

Validity of the tender

The tenderers are bound by their tender for a period of 150 calendar days from the reception deadline date.

5.4.2 Submission of tenders

Without prejudice to any variants, the tenderer may submit one tender per lot.

The tenderer submits his tender as follows:

The tenderer shall submit separately (in separate envelopes), the administrative, technical and financial proposals. The sealed envelopes containing the different proposals shall then be put together and sealed in one big envelope to be submitted to the contracting authority.

One original copy of the completed tender shall be submitted on paper (hard copy). Electronic copies shall be submitted in one or more PDF files on a USB stick. The USB stick shall be inserted into the envelope containing the hard copy tender.

The tender shall be submitted in a properly sealed envelope bearing the following information: Name of tenderer, the title of the contract and the reference number of the procurement as stated on the cover page of the tender specifications.

It shall be submitted:

a) By mail (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope addressed to:

Enabel Uganda

Contract Service Center

Lower Kololo Terrace, Plot 1B

PO Box 40131 Kampala – Uganda

OR

b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9:00am to 12:00 pm and from 2:00 pm to 4:00pm (see the address given under point a) above).

The tender shall be received by the Contracting Authority before **18th November 2024, at 11:00 am**, Kampala time. Tenders that arrive late shall not be accepted. (Article 83 of the Royal Decree on Awarding)

5.4.3 Modification or withdrawal of submitted tenders

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must 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.

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

5.5 Opening of Tenders

The opening of tenders will take place on the day of the final date for receiving tenders indicated above. Tenders not received before this time will be rejected. The opening shall be a public opening on 18th November, 2024 at 11:20 am Kampala time at the address below.

Enabel in Uganda

Lower Kololo Terrace, Plot 1B

PO Box 40131 Kampala – Uganda

5.6 Evaluation of Tenders

5.6.1 Selection of tenderers

Exclusion grounds

The mandatory and optional exclusion grounds are given in the Declaration on Honour enclosed to these Tender Specifications.

By submitting this tender together with the European Single Procurement Document (ESPD), the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

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

The contracting authority will verify the accuracy of this Declaration on honour Based on the supporting documents.

Selection criteria

Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract.

Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 120,000 Euros during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in providing similar consultancy services of design and supervision of works procurements in health and/or education institutional facilities
Minimum Standard	Minimum of 2 assignments in health and education institutional facilities within the scope of the contract with a contract value of 100,000 EUR, which were totally and successfully completed in the last 3 years.
2.2	Sufficient human resources
Minimum Standard	CVs of each of the experts' profiles defined in the Technical Specifications (attach signed CVs and academic documents)

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:

Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.

Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.

The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.

5.6.2 Modalities relating to tender examination and regularity of the tenders

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

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such noncompliance is punishable by law;

2° failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several nonsubstantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

Conflicts of interest - Revolving door (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, clause 1, 5° of the Law a conflict of interest is considered any situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

5.6.3 Award criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria:

- Qualitative award criteria: 70 %;

For each phase, the tenderer provides a technical proposal (technical methodology, quality management and project management of activities) based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

N.	Qualitative Award Criteria	Max. Points: 70
1.	Quality of the proposed Technical Methodology (Strategies and approaches, work process, techniques)	30
3.	Quality of the proposed project Management (quality management plan, Work plan and timetable, Risk management plan and disruption plan)	30

4.	Sustainability of the project and management (Sustainability plan, including measurements on reducing climate impact, waste management, health, safety and environmental plan, social and decent work plan)	10
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Only tenders with scores of at least 50 points out of 70 points qualify for the financial evaluation.

- Price: 30 %.

With regards to the 'price' criterion, the following formula shall be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$$

5.6.4 Final score

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

5.7 Award and Conclusion of the Contract

5.7.1 Awarding the public contract

The procurement contract shall be awarded to the tenderers who have submitted the most economically advantageous tender.

Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.

The contracting authority may either decide not to award the procurement contract; either redo the procedure, if necessary, through another award procedure.

5.7.2 Concluding the public contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via e-mail.

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

These Tender Specifications and its annexes;

The registered letter of notification of the award decision;

Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

Awarding subsequent contracts

This public contract is a public contract for services in the form of a framework agreement and with a maximum of three shortlisted services providers.

Subsequent contracts will be concluding following an alternating method where orders are awarded successively to the successful shortlisted tenderers according to their ranking, in a systematic manner (order 1 to the first-ranked successful tenderer, order 2 to the second-ranked successful tenderer, etc.).

6. Annexes

6.1 Technical documents

Not applicable.

6.2 Contractual Documents

6.2.1 Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the "Bank")

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract:

"X, tender documents Enabel < UGAX, lot X" (the "Contract").

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the "Contract".

This performance bond shall be released in accordance with the provisions of the tender documents Enabel < UGAX and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference of the procurement procedure..

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X Signature: Name:

6.3 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Identification forms

Natural person

I. PERSONAL DATA FAMILY NAME(S) ① FIRST NAME(S) ① DATE OF BIRTH JJ MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER ④ PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX CITY REGION ⑤ COUNTRY PRIVATE PHONE PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY

	COUNTRY
DATE	SIGNATURE

-
- ① As indicated on the official document.
 - ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
 - ③ Failing other identity documents: residence permit or diplomatic passport.
 - ④ See table with corresponding denominations by country. ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

OFFICIAL NAME ②			
ABREVIATION			
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY		PHONE	
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

- ① **Public law body WITH LEGAL PERSONALITY**, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② **National denomination and its translation in EN or FR if existing.**
- ③ **Registration number in the national register of the entity.**

Public law entity

OFFICIAL NAME ①	
BUSINESS NAME (if different)	
ABREVIATION	
LEGAL FORM	
ORGANISATION TYPE	FOR PROFIT NOT FOR PROFIT NGO ② YES NO
MAIN REGISTRATION NUMBER ③	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION	CITY COUNTRY
DATE OF MAIN REGISTRATION DD MM YYYY	
VAT NUMBER	
ADDRESS OF HEAD OFFICE	
POSTCODE	P.O. BOX CITY
COUNTRY	PHONE
E-MAIL	
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

National denomination and its translation in EN or FR if existing.

NGO = Non-Governmental Organization, to be completed if NFPO is indicated.

Registration number in the national register of companies. See table with corresponding field denomination by country.

Subcontractors

Name and legal form	Address / Registered office	Object

Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of

grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, humanrights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions>
<https://finances.belgium.be/fr/tresorerie/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europeennes-ue>
https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

[https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations
generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

- 8) If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

Integrity statement for the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public 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 businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, 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 public contract, it is strictly forbidden to the public contractor (i.e. members of the 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 public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor 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.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

Economic and financial capacity Form

Financial Statement

The tenderer must complete the following table of financial data based on his/her annual accounts.

Financial data	Year- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract ⁸				

The tenderer must also provide his/her approved financial statements for the last three financial years or an appropriate supporting document, such as a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned shall do

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	(min. 2 similar assignments with a value of 100,000 Euros (Health and/or Education facilities)	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments as main consultant)	Name of the public or private bodies

Certificates of completion

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form the certificates of completion/acceptance certificate as a main contractor

for institutional facilities for **health and or educational use**) approved by the entity which awarded the contract.

6.3.2.1 Key staff

The tenderer must complete **the table hereunder**. He must provide in his offer the **CV's of the key experts (the team leader and experts)** proposed for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Academic document should be attached as well.

Name of expert	Proposed position	Educational background	Years of experience with relevant	Specialist areas of knowledge
	Architect (team leader)			
	Structural Engineer			
	Electrical Engineer			
	Mechanical Engineer			
	Expert in Sustainable bioclimatic architecture			
	Furniture design expert			
	Quantity Surveyor			
	Land Surveyor			
	Environmental Specialist			
	Medical equipment expert			
	Renewable Energy Expert			

	ICT equipment specialist			
Non –Key staff				
	Clerk of works			
	Assistant Architects			

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Shall this tender be approved; the performance bond shall be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical, or business secrets is indicated clearly in the tender.

To correctly compare the tenders, the duly signed information or documents mentioned under Preparation of Tenders.

COST BREAK DOWN SCHEDULE:

Please note: The consultant the rates provided by the consultant of each of items list below shall included and not limited to; Per diem allowances (including accommodation for upcountry trips

FIN - BREAKDOWN OF REMUNERATION						
A. Remuneration: – Phase 1 (Design)						
Position of Personnel	Name of Personnel	Unit of Input	Indicative Qty (Consultant)	Rate (Euro)	Comments by Consultants	

Inception Report					
Key Experts					
		Person days			
		Person days			
		Person days			
Support key personnel					
		Person days			
		Person days			
		Person days			
Concept Master Plans and Final Master Plans					
Key Experts					
		Person days			
		Person days			
		Person days			
Support key personnel					
		Person days			
		Person days			
		Person days			
Preliminary Design Report					
Key Experts					

		Person days			
		Person days			
		Person days			
		Person days			
Support key personnel					
		Person days			
		Person days			
		Person days			
Final Design Report and Bidding Documents (only the technical part)					
Key Experts					
		Person days			
		Person days			
		Person days			
Support key personnel					
		Person days			
		Person days			
Bidding Process Assistance					
Key Experts					
		Person days			
		Person days			

			Person days			
			Person days			
	Support key personnel					
			Person days			
			Person days			
			Person days			
A. Remuneration: – Phase 2: Contract Management and Site Supervision						
	Key Experts					
			Person days			
			Person days			
			Person days			
	Support key personnel					
			Person days			
			Person days			
			Person days			

B. Reimbursable/Miscellaneous expenses – Phase 1							
Activity No. 1: Design Stage							
			Unit	Indicative consultant	Qty-	Unit Cost	Comments by Consultant

1	Cadastral and topographic surveys	Per Acre			
2	Site studies (Integrity assessments, building condition assessment, including visual inspection, non-destructive testing, and, in some cases, destructive testing, to evaluate the condition of these structural elements)-procedures	Per site			
3	Site studies (ground assessment)	Per site			
4	Communication costs between Kla and site and amongst project team	Per Month			
5	Reproduction of reports	Item			
6	Design Reports and other documents (A4 size)	Report			
7	Drawings and other documents (A3 size)	Sheet			
8	Drawings (A2 size)	Sheet			
9	Drawings (A1 size)	Sheet			
10	Mileage to work sites (Vehicle, fuel, driver all-inclusive)	Cost/km			
11	Vehicle hire (vehicle, fuel, driver all inclusive)	Cost/Day			
13	International Flights for Expatriate Staff (To be justified)	Trips			

B. Re-imbursables/Miscellaneous expenses – Phase 1 and Phase 2					
Activity No. 1: Design Stage					
	Type of Reimbursable Expenses	Unit	Indicative Qty-consultant	Unit Cost	Comments by Consultant

1	Communication costs between Kla and site and amongst project team	Per Month			
2	Reproduction of reports	Item			
2.1	Supervision Reports and other documents (A4 size)	Report			
2.2	Drawings (A3 size)	Sheet			
2.3	Drawings (A2 size)	Sheet			
2.4	Drawings (A1 size)	Sheet			
3	Mileage to work sites (Vehicle, fuel, driver all-inclusive)	Cost/km			
4	Vehicle hire (vehicle, fuel, driver all inclusive)	Cost/Day			
5	Local Transport costs to sites	Cost/kms			
6	International Flights for Expatriate Staff (To be justified)	Trips			

Note:

Please note that all re-imbursables are only admissible subject to approval before the activity and written justified request by the team leader of the consultant team and approval of such activity by contracting authority

All re-imbursable must have supporting documentation and only relate to the finished activity, i.e. A 3 prints, only submitted final copies count

Signed By..... On behalf of

Date and time