



## **Tender Specifications**

**TZA22003-10107**

*Public works contract for the construction 25 WASH facilities, and of which 5 schools include dormitories in Kigoma region*

**3 LOTS**

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# 1 Administrative and contractual provisions

## 1.1 Derogations from the Royal Decree of 14 January 2013

The chapter ‘*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 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate from Article 26 of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

## 1.2 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 realisation of its objectives.

For this procurement contract, Enabel is represented by Tanzanian Enabel Representation who is mandated to represent Enabel towards third parties.

## 1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- 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:

- 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 2003<sup>3</sup>, 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 Organization<sup>4</sup> 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

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

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

<sup>4</sup> <https://www.ilo.org/global/standards/lang--en/index.htm>

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, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 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;

## **1.4 Rules governing the public contract**

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

-The Law of 17 June 2016 on public procurement<sup>5</sup>;

-The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;

-The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>5</sup>;

-The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement<sup>5</sup>;

-Circulars of the Prime Minister with regards to public procurement<sup>5</sup>.

-Enabel's Policy regarding sexual exploitation and abuse – June 2019;

-Enabel's Policy regarding fraud and corruption risk management – June 2019

-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, hereinafter referred to as 'the 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](http://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>.

## **1.5 Definitions**

The following definitions apply to this contract:

The tenderer: The natural person (m/f) or legal entity that submits a tender;

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

The contracting authority: Enabel, represented by the Representation of Enabel in Tanzania;

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<sup>5</sup> A consolidated version of this document can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted; Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Contract notice and Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Summary bill of quantities: The procurement document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the 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;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an 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.

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.

Processor (subcontractor) 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.

## **1.6 Confidentiality**

### **1.6.1 Processing of personal data**

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure 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.

### **1.6.2 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>

## **1.7 Deontological obligations**

1.7.1. 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 contracts for Enabel.

1.7.2. 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 Organization (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.

1.7.3. 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.

1.7.4. 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.

1.7.5. 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.

1.7.6. 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.

1.7.7. 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.

## **1.8 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 the public 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.

## 2 Subject-matter and scope of the public contract

### 2.1 Type of contract

This contract is a public works contract.

### 2.2 Subject-matter of the public contract

This public works contract consists of 3 lots for the different parts of construction for 25 WASH facilities, of which 5 schools include dormitories in Kigoma region, in conformity with the conditions of these Tender Specifications.

### 2.3 Lots

The contract is composed by three lots. Every lot can be applied for separately and the tenderer can submit an offer for 1, 2 or all 3 lots. Every lot will be assessed separately and awarded to the best scoring tenderer according to the award criteria per lot. The tenderer is allowed to apply for multiple lots. **The Tenderer should also provide a work plan for the performance of the work for each Lot.**

Tender Lots	Districts
Lot 1	Kigoma Mc and Kigoma DC (10 WASH, 2 with dormitories)
Lot 2	Kasulu TC and Kasulu DC (10 WASH, 2 with dormitories)
Lot 3	Kibondo DC (5 WASH, 1 with a dormitory)

### 2.4 Items

The items of the tender for each lot are detailed in the Bill of Quantities (BOQ). Every lot has their own BoQ, so per lot the tenderer is applying for, a separate BoQ needs to be completed.

### 2.5 Duration of the public contract

The contract begins on notification of the award and ends on final acceptance

The duration of the works depends on the lot:

**LOT 1:** The work must be completed in 1,5-year (eighteen months) and 10 days: two (2) weeks for setting up the site and 12 months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

**LOT 2:** The work must be completed in 1,5-year (eighteen months): two (2) weeks for setting up the site and (12) months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

**LOT 3:** The work must be completed in 1-year (twelve month): two (2) weeks for setting up the site and (12) months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

The final acceptance will be pronounced One (01) year after provisional acceptance of every site (start of the guarantee period).

## **2.6 Quantities**

Quantities are specified in the different Bill of Quantities (BoQ) provided for this contract per lot. The quantities set out in the price schedules are with lumpsum price items and estimated-quantity items.

## 3 Procedure

### 3.1 Award procedure

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

### 3.2 Publication

#### 3.2.1 Official publication

This advertising of this tender is posted on the Belgian official gazette.

#### 3.2.2 Further notification

These Tender Specifications are also published on Enabel website ([www.enabel.be](http://www.enabel.be)). Email will also be sent to the provided list of contractors for them to bid.

### 3.3 Information

The awarding of this contract is coordinated by **Alern Mgeni**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications. Once the contract is awarded, in a kick-off meeting, the single point-of-contact role will be transferred from **Alern Mgeni** to the contract manager.

Until 7 days before the deadline for submission of tenders, prospective tenderers may ask questions about the Tender Specifications and the contract. Questions will be in writing to [alern.mgeni@enabel.be](mailto:alern.mgeni@enabel.be) + [procurement.tza@enabel.be](mailto:procurement.tza@enabel.be) and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above.

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

The tenderer is to submit his tender after reading and taking into account any corrections made to the tender notice or Tender Specifications that are published on the Enabel website or in the Belgian Public Tender bulletin 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.

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

### 3.4 Tender

#### 3.4.1 Data to be included in the tender

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.

### 3.4.2 Period the tender is valid

The tenderers remain bound by their tender for a period of 90 calendar days from the tender reception deadline date. The validity of the tender will be negotiated, if the deadline stated above is overrun.

### 3.4.3 Determination of prices

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

This public contract is a mixed contract, meaning that the prices are *price-schedule* or *lump-sum prices*, following indication in the BoQ.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

### 3.4.4 Elements included in the price

The tenderer is to include in his unit and global prices any charges and taxes generally applied to works.

In the unit and global prices for the contract for works any costs, measures and charges applied to the performance of the contract, namely:

- 1° Where applicable, the measures imposed by occupational safety and worker health legislation.
- 2° All the works and supplies, such as bracing, sheet piling and drainage, necessary to prevent landslips and other damage and to remedy these if necessary;
- 3° The perfect preservation, possible shift and redeployment of cables and pipes which might be encountered during excavation, earthworks and dredging, provided that these achievements are not the legal responsibility of the owners of such cables and pipes;
- 4° Removal, within the confines of the excavations, earthworks and dredging which may be necessary for construction of the structure, of:
  - a) earth, mud and gravel, stones, rubble, riprap of any kind, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris and waste materials;
  - b) any rock regardless of size where the procurement documents state that the earthworks, excavation and dredging are to be carried out in land known to be rocky, and in the absence of this statement, any rock and any blocks of masonry or concrete the individual volume of which does not exceed half a cubic metre;
- 5° The transportation and removal of excavated material, either away from the property of the contracting authority, or to locations within the sites for re-use, or to designated dumping sites, in accordance with the requirements of the procurement documents;
- 6° All overheads, incidental expenses and maintenance costs during contractual performance and the warranty period, insurances needed for the performance;
- 7° Customs and excise duties;
- 8° Acceptance costs.

All the works which, by their nature, depend on or are associated with those described in the procurement documents are also included in the contract price.

The prices given by the bidder must include all taxes and duties (including VAT) on the purchases of materials that he needs to carry out the work. The VAT applicable rate on the total amount must be filled by the tenderer in a separate line of the Price form.

### **3.4.5 The right to submit tenders and how to submit tenders**

The tenderer submits his tender as follows:

One original copy signed of the completed tender will be submitted on paper. Moreover, the tenderer shall attach the copies requested by the tender guidelines to the tender. These copies may be submitted in one or more PDF files on a USB stick.

It is submitted in a properly sealed envelope bearing the following information:

**Tender: TZA22003–10107 – Public works contract for the construction 25 WASH facilities, and of which 5 schools include dormitories in Kigoma region**

**Also, by quoting the Lot number applied.**

**It must be submitted before Friday 2<sup>nd</sup> December 2024 at noon (12:00pm) East African Time**

- a) By mail (standard or registered mail)

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

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

- b) Delivered by hand with acknowledgment of receipt.

The service can be reached on working days during office hours: from 9 am to 12 pm and from 1 pm to 5 pm at any of the addresses above except on the date of deadline where only bids before 12:00pm will be accepted.

Any tender must arrive before the final submission date and time. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

**Attention: the bids sent by email will be rejected!**

### **3.4.6 Change or withdrawal of a tender that has already been submitted**

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.

Where the submission report issued following modification or withdrawal as referred to is not signed as referred to in paragraph 1, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

### **3.4.7 Opening of Tenders**

The tenders will be opened behind closed doors.

## **3.5 Selection of tenderers**

### **3.5.1 Exclusion grounds**

The obligatory and facultative grounds for exclusion are given in attachment to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 69 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

In addition to the declaration on honour to be signed, the tenderer is also asked to enclose the following documents with its tender (as recent as possible in relation to the date of submission):

- Extract from the criminal record of the manager of the bidding company
- Certificate of regularity of social security contributions
- Tax clearance certificate

### **3.5.2 Selection criteria**

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

#### **Registration with the Contractor Registration Board in Tanzania**

The tenderer must enclose a valid certificate of registration with the Contractor Registration Board in Tanzania in accordance with the provision of Section 16(2) (b) and (c) of Tanzanian contractors Registration Act No. 17 of 1997.

In the case of a joint venture, the tender must specify the role of each member, and a lead partner must be designated. Each member of the consortium must present the registration detailed above.

**LOT 1 The class of the contractor should be class 3 in building works or higher**

**LOT 2 The class of the contractor should be class 3 in building works or higher**

**LOT 3 The class of the contractor should be class 4 in building works or higher**

**When the contractor applies for 2 lots, he should have a class 2 for buildings or higher.**

**When the contractor applies for 3 lots, he should have a class 1 for buildings.**

### **Financial Capacity**

The tenderer must enclose with his tender a declaration on his honour stating his average annual turnover over the last three years (2021-2022-2023).

To be selected, the tenderer must have achieved an average annual turnover

- LOT 1: of at least 700,000 euros over the last three years.
- LOT 2: of at least 700,000 euros over the last three years.
- LOT 3: of at least 400,000 euros over the last three years.

If the tenderer submits for multiple lots, the sum of the turnover per lot they submit for applies.

### **References**

The tenderer must provide in his/her offer **for each lot** the list of 2 similar works of the used of green/ sustainable construction materials and methods, the amount of the project must equivalent to or greater than 700.000 Euro for Lot 1 and 2 and 400.000 Euro for Lot 3, delivered in the last 5 years, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those works. A certificate of completion should be included.

### **Declaration on honour the minimum required equipment**

The tenderer must have the technical equipment required to carry out the contract properly.

To attest to this, it shall attach to its tender a list of the main site equipment available to the tenderer for the execution of the work. This list must indicate the means of acquisition (ownership, leasing, hire, etc.) in due course, together with proof of the means of acquisition of the following essential plant and equipment:

**for each lot**

No.	Equipment Type and Characteristics	Minimum no. required
1	Lorry – Flatbed (10t)	1
2	4WD Pick-up	2
3	Tipper 7t	2
4	Hand Vibratory Rollers (500 kg)	2
5	Concrete Mixers (500L)	2
6	Vibration Pokers	3
7	Diesel Generator on Trolley (20 kVA)	2
8	De-watering pumps (DN 40mm)	1

### **Supervisory staff to be employed on the contract.**

The tenderer shall enclose with its tender a list of the personnel who will be employed during the performance of the contract. The tenderer must mention the diplomas held by these personnel and their professional qualifications and experience. See the explanation per “type” of team member to see how many CVs need to be submitted when applying for multiple lots.

Any changes to the tenderer want to make to this team after the submission of the tender are pending on the approval of the client.

This description should include CVs for all the minimum team members listed below:

#### *Project manager - Engineer*

Civil engineer diploma or equivalent, with 8 years of experience in similar works in public construction or school construction, in charge of leading the works, he will have the role of ensuring the supervision and coordination of the various sites, he will be the interlocutor of the control mission in charge of the control and the administration.



This person doesn't have to be full-time on site. However, depending on the sites being executed at the same time, this might result in a full-time occupancy.

The attached CV should reflect this experience and must be duly signed by the owner of the credentials. The proposed Project Manager must attach a certificate of registration as an engineer with a verifiable Board of Engineers.

If the tenderer applies for lot 1 and 2 or lot 1, 2 and 3, two project managers are required and 2 CVs should be submitted.

#### *Site Supervisor/Technician/foreman*

The Site Technician/Foreman must have at least an ordinary diploma in civil engineering with 5 years' general experience. Their earlier roles should include leading specific construction sites, organizing the subcontractors and labourers on site, keeping the work on track and collaborate with the client. The experience should be after graduation in relevant qualifications. They will have to role of site supervisor and organize the complete site, be the contact person for the Enabel engineer for that site.

The attached CV should reflect this experience.

- **LOT 1 and 2: 2 foremen** (minimum, depending on the number of sites executed at the same time – if all sites are executed at the same time, 4 will be needed – at least 1 per dormitory and 1 per 4 other WASH sites)
- **Lot 3: 1 foreman** (minimum, depending on the number of sites executed at the same time – if all sites are executed at the same time, 2 will be needed – at least 1 for the dormitory and 1 for the 4 other WASH sites)

Depending on the number of sites started at the same time, the contractor and Enabel can decide together if additional foremen are needed.

If the tenderer applies for multiple lots, the sum of the minimum number of site supervisors is the number of CVs that should be submitted.

**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.**

### **3.6 Overview of the procedure**

The tenders submitted by the selected tenderers will be evaluated as to formal and material regularity.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

### **3.7 Award criteria**

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the single criteria of the **price** for each Lot.

Please note that the contracting authority will verify the accuracy of the Declaration on honour of this tenderer and provided the check shows that the Declaration on honour regarding exclusion grounds corresponds with reality before awarding.

### **3.8 Awarding the public contract**

The contract will be awarded to the tenderer who has the best scores based on the criteria mentioned in 3.7 and who has submitted a regular 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 contract. The contracting authority can also decide to award only one, two or all three lots.

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

### **3.9 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 digital platforms, e-mail or fax and, on the same day, by registered post.

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 approved BAFO of the contractor and all of its annexes.
- The registered letter of notification of the award decision.
- If applicable, the service agreement
- Any later documents that are accepted and signed by both parties, as appropriate.

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

## 4 Specific contractual and administrative conditions

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 Article 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

### 4.1 Definitions (Art. 2)

The following definitions apply to this contract:

- Progress payment: Payment of an instalment under the contract after acceptance of performance;
- Advance: Payment of part of the contract before acceptance of performance;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract;
- Performance bond: Financial collateral given by the contractor to ensure he will fulfil his obligations until final and good performance of the contract
- Managing official: The official or any other person who manages and controls the performance of the public contract;
- Acceptance: Observation by the contracting authority that the performance by the contractor of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;

### 4.2 Usage of digital means (Art. 10)

The usage of digital means for the purpose of exchanging during the performance of the contract is allowed unless where indicated otherwise in these Tender Specifications.

In the latter cases, notifications of the contracting authority are sent to the domicile or the registered office mentioned in the tender.

### 4.3 Managing official (Art. 11)

The management and control of contract performance will be ensured by the person who will be designated managing official of the tender in the letter notifying the award of the contract to the successful bidder. For this tender, the manager official will be **Denise Lapoutre**, Project Manager Wezesha binti.

Once the contract is concluded the managing official is the main contact point for the building contractor. Any correspondence or any questions with regards to the performance of the contract will be addressed to him or her, unless explicitly mentioned otherwise in these Tender Specifications (see namely, 'Payments' below).

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, 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 Contracting authority.

Under no circumstances is the managing official allowed to modify modalities (e.g. performance period) of the contract, even if the financial impact is nil or negative. Any commitment, change or

agreement derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

#### **4.4 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 building contractor undertakes to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

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.

#### **4.5 Confidentiality (Art. 18)**

Knowledge and information obtained by the contractor, including any persons responsible for the mission and any other person involved in this public contract, are strictly confidential.

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

All parties directly or indirectly involved are 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 or contractor 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, where applicable, to carry out this public contract (particularly regarding 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, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. »

## **4.6 Personal data protection**

### 4.4.1 Processing of personal data by the contracting authority

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

### 4.4.2 Processing of personal data by the contractor

Where during contract performance, the contractor processes personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the 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.

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

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

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

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [X]. Filling out and signing this annex is therefore a condition of regularity of the tender

## **4.7 Intellectual property (Art. 19 to 23)**

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

Where 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.

#### **4.8 Insurance (Art. 24)**

**The contractor takes out insurance policies covering his liability for occupational accidents and his third-party liability for the performance of the contract and – all LOTs – all insurances policies required by the Tanzania law/regulation for the work provided for in this contract.**

Within fourteen days from contract conclusion the contractor provides evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the procurement documents.

At any time during contract performance, the contractor provides such certificate within fifteen days following the reception of such a request from the contracting authority.

#### **4.9 Performance bond (Art. 25 to 33)**

Performance bond is requested for all Lots.

The performance bond is set at 5% of the total value, excluding VAT, of the contract. 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, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office outside Belgium. 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 account number of the Deposit and Consignment Office. Fill out the form [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf)

return it to the e-mail address: [info.cdcck@minfin.fed.be](mailto:info.cdcck@minfin.fed.be). After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash,

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 or the insurance company.

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

1° 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 the insurance company; 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 or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the 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 provisional acceptance: This is equal to a request to release the first half of the performance bond

2° For 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.

## **4.10 Conformity of performance (Art. 34)**

The works 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.

### **4.10.1 Plans, documents and objects prepared by the contracting authority (Art. 35)**

At the request of the contractor, the contractor receives free of charge and where possible in digital form:

A complete set of copies of the plans on which contract awarding was based. The contracting authority is liable for the conformity of these copies with the original plans.

The contractor preserves all the documents and correspondence relating to the award and performance of the contract and keeps these available to the contracting authority until final acceptance.

### **4.10.2 Detailed plans and work plans prepared by the contractor (Art. 36)**

The contractor prepares at its own expense all the detailed plans and work plans he requires for successful performance of the contract.

The procurement documents specify which plans require approval by the contracting authority, which has 30 days to approve or reject the plans starting from the date on which they are submitted to it.

Any corrected documents are resubmitted for approval to the contracting authority, which has 15 days to approve them, provided that the corrections requested are not the result of new demands made by the contracting authority.

#### **4.10.2.1 Construction planning**

How the planning is submitted is to be discussed with the Managing official.

The first planning is to be introduced within 15 calendar days following tender award notification and it is to be updated every month during construction.

This draft construction planning provides, in addition to deadlines for the 'on-site' works as such, the timing for the different preliminary achievements such as the establishment of documents prescribed by the technical provisions, implementation plans and detailed plans, calculation notes, selection of equipment and materials, including the approval of related documents, the supplies, workshop or factory work, preliminary tests and conformity tests, etc.

After it has been studied and remarks have been made and following approval of the contracting authority, the planning becomes contractually binding.

In particular he also plans:

- Set dates for delivering implementation plans that he needs,
- The placing of orders to his suppliers and subcontractors. The presentation in due time of samples and technical forms of products submitted for preliminary technical acceptance,
- Measuring the works and the workshop manufacture period,
- Indication of deadline dates for decisions to be taken by the contracting authority,
- Indication of deadline dates for the conclusion of modifications to orders being elaborated,
- Indication of deadline dates for the achievement of works performed by other enterprises,
- Registration, in due time, of the measurements of the works,

#### **4.10.2.2 Implementing documents**

These plans consider the Tender Specifications and technical provisions, and the design drawings of the project annexed to the tendered Specifications.

All implementation plans and detail plans are to be submitted for approval to the contracting authority along with calculation notes, technical approvals and technical forms and in particular those related to the works and the equipment listed below (non-exhaustive list):

- Rehabilitation of the new intake
- Construction of an infiltration gallery and associated works
- Construction of a collection chamber and associated pipework
- River channel protection works

The managing official may refuse technical forms that are partial, incomplete, or too commercial and do not provide the technical information required for assessment and approval.

Samples of materials to be used shall be submitted for approval to the managing official and the approved model will remain on the construction site until the last piece of its kind is placed.

At the request of the contracting authority, the building contractor shall also provide the following documents during the performance period:

- Samples of materials proposed corresponding to the technical forms;
- Test reports, technical manuals, technical approvals, technical forms, etc.;
- Products or equipment used for this contract.



#### **4.10.2.3 Establishment of "As Built" plans**

During performance, the building contractor shall revise and update the plans to the last detail in order to accurately reproduce the works and installations and their specifics as built.

When the works are completed and in view of provisional acceptance of the works, the building contractor is to submit the complete plans and diagrams of the works and installations as built.

When the works are completed and in view of provisional acceptance, the building contractor is to submit the technical files, at least including:

- As built drawings
- technical specifications with brands names, types, origin of the equipment installed,
- users manuals, explaining the functioning of all equipment,
- maintenance manuals, explaining everything that needs to be done for the maintenance and care of the equipment (regular control and maintenance, list and codes of spare parts...),
- and test reports, tuning and adjustment reports.

### **4.11 Changes to the public contract (Art. 37 to 38/ 19 and 80)**

#### **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 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)**

A revision will be applicable.

#### **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 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.

As a reminder, in accordance with Article 80 of the Royal Decree of 14 January 2013, the building contractor is required to continue the works without interruption, notwithstanding any disputes which might result from the determination of the new prices.

Any order amending the contract during performance of the contract is issued in writing. However, minor amendments need only be entered in the works logbook.

The orders or entries shall specify the changes to be made to the initial terms of the contract and to the plans.

### **Setting unit or global prices – Calculation of the price**

The unit or global prices of changed works, which the building contractor is bound to carry out, are determined in the following order of priority:

1. In accordance with the unit or global prices of the approved tender;
2. By default, in accordance with the unit or global prices inferred from the approved tender;
3. By default, in accordance with the unit or global prices from another contract of Enabel;
4. By default, in accordance with the unit or global prices to be agreed upon on the occasion.

In the latter case, the building contractor shall justify the new unit price by detailing the supplies, person-hours, equipment hours and general costs as well as profits.

### **Setting unit or global prices – Procedure to follow**

The building contractor submits his proposal for the execution of the complementary achievements or his new prices within 10 calendar days from the request of the managing official (unless the latter has specified a shorter deadline) and before executing the works considered. This proposal is submitted based on a standard form that will be provided by the managing official and will come with all necessary annexes and justifications.

This form for agreed prices is established based on a format from Enabel. The building contractor will attach at least the following annexes and documents to it:

- The amending order from the contracting authority and more in general the justification of the modification of the works;
- The calculation of new units or global prices;
- The quantities to be implemented for the existing items and any new items;
- If appropriate, the tenders of subcontractors or suppliers consulted;
- Any other documents he or she deems pertinent.

After executing the works and at the latest upon establishment of the final settlement of the account, the building contractor shall transfer the invoices that have been sent to him by subcontractors and suppliers to the managing official. He shall certify on these invoices not have received any credit note or compensation from the supplier or subcontractor for the invoice.

When the building contractor defaults on providing an acceptable new price proposal or when the contracting authority deems the proposal made unacceptable, the contracting authority will set the new unit or global price as of right, all rights of the building contractor being preserved.

## **Unforeseeable 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 on a maximum compensation figure.

## **4.12 Control and supervision of the public contract**

### **Scope of the control and supervision (Art. 39)**

The contracting authority may have the preparation and the performance of the delivery supervised or controlled at any location by all appropriate means.

The contractor is required to provide the representatives of the contracting authority with all the information and facilities needed for carrying out their task.

The fact that such supervision or control has been carried out by the contracting authority does not release the contractor of its liability should delivery eventually be rejected due to defects of any kind.

### **Technical acceptance procedures (Art. 41)**

Concerning technical acceptance, it is necessary to distinguish between:

- 1° Preliminary technical acceptance within the meaning of Article 42;
- 2° Ex post technical acceptance within the meaning of Article 43.

The contracting authority may waive all or part of the technical acceptance procedures where the contractor can prove that the products have been controlled by an independent body during their production, following the specifications of the procurement documents. In this respect, any other certification procedure in force in a Member State of the European Union is regarded as comparable to the Belgian conformity certification procedure and deemed equivalent.

### **Preliminary technical acceptance (Art. 42)**

As a general rule, products may not be used if they have not been accepted by the managing official or his or her representative.

All equipment proposed must be approved by the contracting authority. This approval is obtained on the basis of the preliminary technical forms that have been elaborated by the building contractor and are submitted to the managing official.

The technical forms give a general overview of the equipment and give specifications and choices made for the project.

The contracting authority refuses technical forms which are partial or incomplete and which do not provide the technical information required for examination and approval.

Once the comments made are in the possession of the building contractor, he will take them into account and will complete the technical form in order to have it approved.

Technical acceptance may be carried out at various stages of production.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance.

The contractor is responsible for storing and conserving his products in view of any risks run by his company and this until provisional acceptance of the works.

Except for approved products, the costs pertaining to the preliminary technical acceptance are borne by the building contractor.

In any case, the costs include:

- Costs pertaining to tasks of the acceptance experts, including travel and accommodation costs of acceptance experts.
- Costs pertaining to collecting, packaging, and transporting samples, regardless of where or whereto,
- Costs pertaining to tests (preparation, manufacture of testing tools, the tests as such (in this respect, the circular letters pertaining to setting rates for tests apply)),
- Costs pertaining to the replacement of products that are faulty or damaged.

#### **Ex post technical acceptance (Art. 43)**

Ex post technical acceptance will obligatorily be carried out for any defects to works or equipment components that would have remained hidden after completion of the works.

### **4.13 Performance period (Art. 76)**

The work must be completed as follow, as of the date set in the written service order to commence the works:

**LOT 1:** The work must be completed in 1-year (twelve month) and 10 days: two (2) weeks for setting up the site and 12 months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

**LOT 2:** The work must be completed in 1-year (twelve month): two (2) weeks for setting up the site and (12) months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

**LOT 3:** The work must be completed in 1-year (twelve month): two (2) weeks for setting up the site and (12) months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

The final acceptance will be pronounced One (01) year after provisional acceptance (start of the guarantee period).

### **4.14 Provision of land (Art. 77)**

The building contractor shall bear all costs pertaining to land that is needed for the installation of his construction sites, storing supplies, preparing and handling materials as well as land needed for storing soil, excavated soil that is known to be unsuitable for reuse as landfill, material from demolition, general waste of any kind and excess earth.

He is liable, vis-à-vis adjoining landowners, for any damage to private property while achieving the works or storing the materials.

The enclosing hoardings may not be used for advertising.

No advertising is allowed on the sites used, except for ‘Construction site information’.

### **4.15 Labour conditions (Art. 78)**

All the legal, regulatory and contractual provisions relating to the general conditions of work and health and safety in the workplace will apply to all personnel on the contractor’s site.

The building contractor, all persons acting as a subcontractor at any stage and all persons providing personnel, shall be required to pay their respective personnel salaries, bonuses and allowances at the rates established by law, by collective agreements concluded by company agreements.

The building contractor shall keep available to the contracting authority at all times, at a location designated by the latter, a list, updated on a daily basis, of all the personnel it employs on the site.

This list contains at least the following personal information:

the name; the first name; actual occupation per day on the construction site; the date of birth; the job title; qualifications;

The contact person appointed by the building contractor for the performance of this contract with the contracting authority will have to master the English language.

#### **4.16 Organisation of the construction site (Art. 79)**

The building contractor shall comply with the local legal and regulatory provisions governing building works, road works, health and safety in the workplace as well as the provisions of collective, national, regional, local and company agreements.

During the performance of the works, the building contractor shall be required to maintain the security of the site for the duration of the works and, in the interests of his appointees and the representatives of the contracting authority and third parties, to take all necessary measures to ensure their safety.

The building contractor shall, under his sole responsibility and at his own expense, take all necessary measures to ensure the protection, preservation and integrity of existing buildings and works. He shall also take all the precautions required by best building practices and any special circumstances to protect neighbouring properties and to prevent any disturbance to them through his fault.

The building contractor shall bear all costs of and implement all necessary measures to signal in daylight, at night as well as in fog, the construction sites and storage sites that are located where vehicles and pedestrians circulate. He is to completely enclose his sites along temporary or permanent sidewalks as well as along temporary or permanent traffic arteries. Such enclosing and hoarding will also ensure the protection of the construction site during the construction period against any outside intrusion.

#### **Health and safety**

- The building contractor shall comply with the health and safety regulations in force in the country. He/She will, at all times and at his own expense, take all necessary precautions for the protection and safety of all persons present on the site and will apply all the regulations and instructions that the delegated project owner may require in this respect.
- Before the commencement of the work, the building contractor shall submit to the (delegated) project owner a specific construction site accident insurance for all workers, temporary workers, day laborers, or employees present on the site.
- delegated) project owner a specific "construction site accident" insurance for all workers, temporary workers, day laborers or employees present on the site.
- This insurance will cover occupational accidents and travel to and from work. Coverage must include medical expenses (including hospitalization) as well as compensation in case of death or permanent disability according to the rates in force in the country.
- The contractor shall provide a first-aid kit and minimum sanitary facilities such as toilets, latrines, and showers in the construction site barracks area.

#### **Manpower**

- The building contractor is subject to the labor and social legislation applicable in Tanzania at the time of execution of the works. In no case may he invoke ignorance of the said regulations and legislation in his favor.
- In particular, it will comply with them in the following areas:
  1. working hours and working conditions (hiring and firing),
  2. wages and social charges,
  3. health, safety, and hygiene measures,
  4. employment of foreign labour.

- The building contractor is subject to the labour regulations and legislation in force in Tanzania as well as the international legislation (ILO among others) ratified by the country. In the framework of the Decent Work Agenda and recent national policies (employment and social security), the building contractor is requested to:
- Guarantee a maximum working time of 45 hours and a maximum of 8 hours per day. This work schedule will be posted on the construction site.
- Draw up a daily attendance list of workers/temporary workers/day labourers with names and surnames that can be consulted at any time by the control mission or the project owner (delegated or not).
- Define a precise time and place for the payment of temporary and daily workers, allowing the control mission or the project owner (delegated or not) to attend and check the conditions defined above. The time of payment will be set and posted on the site board at the start of the site (e.g., Friday 15:00) and communicated to the control mission and the project owner (delegated or not).
- The workforce required for executing the works shall be recruited by the building contractor and under his responsibility. The delegated project owner or his representative has the right to require the building contractor to replace or remove from the site the building contractor's agents or workers for insubordination, incapacity, or lack of probity.
- The building contractor shall take all necessary safety measures at his own expense to ensure traffic with the least possible inconvenience.
- The building contractor remains in all cases responsible for any fraud or malpractice committed by them in the supply and use of materials.

The building contractor shall supply a purpose-made notification billboard for this construction site with dimensions and following the model offered by the project owner prior to starting the works. This informative panel will be put in place when construction work starts along the public road in a place that is to be defined by the project owner.

#### **4.17 Means of control (Art. 82)**

The building contractor shall notify the contracting authority of the precise location of works in progress on its site, in its workshops and factories, and on the premises of its subcontractors and suppliers.

Without prejudice to the technical acceptance operations to be carried out on-site, the building contractor shall at all times grant to the managing official and other agents appointed by the contracting authority free access to the sites of production, to monitor strict application of the contract, in particular concerning the origin and quality of the products.

If the building contractor uses products that have not been accepted or that do not meet the demands of the Tender Specifications, the managing official or his/her representative may forbid the further pursuit of the works concerned, until these refused products are replaced by others that meet the contract's conditions, without this decision generating an extension of the performance period or any entitlement to compensation. The building contractor is notified about the decision through a written report.

#### **4.18 Works logbook (Art. 83)**

Upon contract conclusion notification, the building contractor makes the necessary Works logbooks available to Enabel.

Once the works have started, the building contractor shall supply 2 copies with all necessary information for establishing the Works logbooks daily to the contracting authority's representatives. This concerns:

- Weather conditions;
- Interruptions to works caused by adverse weather conditions;



- Accidents at work;
- The number and capacity of workers employed on the site;
- Materials supplied;
- Equipment actually used and equipment out of service;
- Unforeseen events;
- Amending orders of minor impact;
- The attachments and quantities performed for each item and in each zone of the construction site. The attachments constitute the true and detailed representation of all works performed, in quantity, dimensions, and weights.

Delay in providing the above documents may result in the application of penalties.

When the building contractor does not formulate any remarks in due form and within above-mentioned deadlines, he is deemed to agree with the annotations made in the logbooks or detailed attachments.

When these observations are not deemed justified, the building contractor will be notified accordingly by registered letter.

#### **4.19 Liability of the building contractor (Art. 84)**

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works.

During the warranty period, the building contractor shall carry out the work, as required, all the works and repairs necessary to restore it to a good state of operation and maintain it in this state.

Any repairs to shortcomings are performed in compliance with the instructions of the contracting authority.

#### **4.20 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.

#### **4.21 Means of action of the contracting authority (Art. 44-51 and 85-88)**

The building contractor's default is not solely related to the works as such but also to the whole of the building 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 public contract, it is strictly forbidden to the building 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.

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

Moreover, in case of suspicion of fraud or bad workmanship during performance, the building contractor may be required to demolish the whole or part of the works executed and to rebuild them. The costs of demolition and reconstruction will be borne by the building contractor or the contracting authority, according to whether the suspicion is found to be justified or not.

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.

#### **4.21.1 Failure of performance (Art. 44)**

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

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

2° at any time, when performance 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.

Any failure to comply with the provisions of the public 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 or equivalent.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter or equivalent 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 an 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, 86, and 87.

#### **4.21.2 Penalties (Art. 45)**

##### **Special penalties**

Because of the significance of the works, are burdened, without the need for notice and by the breach only, with a daily penalty of EUR 150 for every calendar day of non-performance:

- Non-delivery of administrative and technical documents because not having delivered the documents listed by the time set during construction site meetings or by administrative order.
- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed on the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.
- Delay in executing observations or administrative orders of the contracting authority via the managing official: Where the lists of observations resulting from construction site visits, for painting orders, or upon acceptance, have not been fulfilled by the time set by the managing official, the contractor will be penalized per calendar day of delay until performance is effectively carried out.
- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the managing official obtains the approval of the contracting authority for the new member's being put in place, or the replaced member is re-established in its duties, or both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even where agreement is found.

If a shortcoming to one of the stipulations mentioned above is found in accordance with Article 44 §2 of the Royal Decree of 14 January 2013, the contracting authority may allow a period to the building contractor to repair the shortcoming and to inform it about this reparation by registered mail. In this case, the contractor is notified of the deadline along with the failure of the performance report mentioned in Art. 44 §2 of the Royal Decree of 14 January 2013.

If no term is indicated in the registered letter the contractor is to repair the shortcomings without any further delay.



### 4.21.3 Fines for delay (Art. 46 et seq. and 86)

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.

Fines are calculated following the formula given in Article 86 §1.

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.

In case the works being the subject-matter of these Tender Specifications were not completed within the period set in point 1.4.18, the following fine will be applied as of right for every working day of delay without the need for notice, simply by the expiry of the period in question:

$$R = 0,45 * ((M * n^2) / N^2)$$

where,

R = the sum of the fines to be applied for a delay of n working days;

M = the initial value of procurement;

N = the number of working days initially specified for performance of the contract;

n = the number of working days of delay.

However, if the factor M does not exceed EUR 75 000 and, at the same time, N does not exceed 150 working days, the denominator N<sup>2</sup> will be replaced by 150 × N.

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

If, without setting parts or stages, the Tender Specifications stipulate that partial periods apply, failure to observe these will be penalised by special fines provided for in the Tender Specifications, or, in the absence of such a provision, by fines calculated in accordance with the formula referred to in Art. 86§1 of the Royal Decree of 14 January 2013, in which the factors M and N refer to the total contract. However, the maximum sum of fines associated with each partial period of P working days will be:

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

## 4.22 Measures as of right (Art. 47 and 87)

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.

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.

#### **Other sanctions (Art. 48)**

Without prejudice to the sanctions provided in these Tender Specifications, the contractor defaulting on performance may be excluded by the contracting authority from its public contracts for three years. The contractor in question will be allowed to present a defence and the reasoned decision will be notified to him.

### **4.23 Acceptance, guarantee, and end of the public contract (Art. 64-65 and 91-92)**

#### **4.23.1 Acceptance of the works performed (Art. 64-65 and 91-92)**

The managing official will closely follow up on the work during the performance. The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

Provisional acceptance is provided upon the completion of the performance of the works forming the subject matter of the contract and, on expiry of a warranty period, a final acceptance marking full completion of the contract.

The total or partial taking of possession of the work by the contracting authority does not constitute provisional acceptance.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the works, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider.

When the work is completed on the date set for its completion, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

When the work is terminated before or after this date, the building contractor notifies the managing official thereof, by registered letter or e-mail showing the exact date of dispatch, and requests, on that occasion, to proceed to provisional acceptance. Within 15 days after the date of receipt of the building contractor's request, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

The warranty period commences on the date on which provisional acceptance is given and last for one year.

Within 15 days preceding the date of expiry of the warranty period, a report confirming final acceptance or refusing acceptance shall be drawn up.

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works.

During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation and maintain it in this state.

However, after provisional acceptance, the building contractor will not be liable for damage the causes of which are not attributable to him.

The contractor who, during the warranty period, does certain works or partial works, shall restore the adjacent parts (such as paint, wallpaper, parquet floor...) if these have been damaged because of the repairs undertaken.

In buildings or other property that are being occupied the contractor may not hinder or endanger said occupation in any way for the performance of his works. The contractor shall bear all costs for the measures needed for that purpose.

During the warranty period, which amounts to 2 years, the building contractor shall carry out the work, as required, all the works and repairs necessary to restore it to a good state of operation and maintain it in this state.

From the time of provisional acceptance and without prejudice to the provisions of paragraph 1 relating to its obligations during the warranty period, the building contractor shall be responsible for the solidity of the work and the proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any breach of the contractor's obligations during the warranty period will be reported ('procès-verbal') and lead to measures as of right, in accordance with Article 44 of the GIR.

#### **4.23.2 Acceptance costs**

Travel costs and costs for the stay of the representative of the contracting authority will be borne by the building contractor.

When drawing up his tender, the tenderer shall take into account the following acceptance costs:

### **4.24 Invoicing and payment of the works (Art. 66 et seq and 95)**

Payment will be made within 30 days after submission and approval of the invoice.

The invoice can be submitted via email and physical delivery showing the full details of the works that justify the payment. The invoice will be signed and dated and will include the statement: 'Certified true and sincere for the amount of EUR .... (amount in words).'The reference is **TZA22003-10107** and the name of the managing official. The invoice that does not include this reference cannot be paid.

The invoice address is:

**Enabel Tanzania  
Kaya Road, Plot No. 132/17,  
P.O Box 24,  
Kigoma, Tanzania.**

Two payments will be made per month based on progress reports that are established by the building contractor and the works supervisor and approved by the managing official after inspection and partial provisional acceptance.

The contractor will prepare reports that will include for each item the following:

- Total quantities to be achieved in accordance with departure measurements,
- The quantities already achieved and registered in the progress report of the preceding month,
- The quantities achieved during the month,
- Total quantities achieved by the end of the month,
- The unit prices of the order,
- The total prices of the quantities achieved during the month for each of the items,
- The total price of the invoice of the month.

An advance of 20% maximum of the total amount can be requested by the contractor after awarding.

This advance will be deducted from the intermediate payments, except the first instalment.

Payment will be by bank transfer only.

#### **4.25 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

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

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

## 5 Technical specifications

**ISSB bricks** shall be used for walling of superstructure the strength of the bricks shall be not less than 4.5N/mm<sup>2</sup>. The foundation shall be of stone masonry, big stone at least 40cm average dimension to be laid flat for stability. The roof structure shall be of matured and well-treated timber with a moisture content of 18%. To be sustainable we are focusing on using green construction materials to foster an environmentally friendly concept. The contractor will replant vegetation to replace all cut trees before closing the site. The contractor must be flexible to adopt sustainable green design concepts and not be rigid not to do new innovative green construction practices.

### 5.1 Scope of the Work per school

	District	Name of School	Ward	Planned Construction works
1	Kigoma Municipal Council	Wakulima	Kagera	1. Construction of 84-capacity girl's dormitory with WASH inside, water tank raiser, incinerator, connect electricity to TANESCO post which is at school compound, and waterproof solar street light post from dormitory to class 2. Construction of 9 stances for girls' toilets at the school compound, with water tank raiser and incinerator
2		Kitongoni	Kitongoni	Construction of 9 stances for girls' toilets at the school compound, with water tank raiser and incinerator
3		Rubuga	Rubuga	1. 2 cubicles Toilet at school compound for teachers, 2. water tank raiser and incinerator at the existing girl's toilet
4		Kitwe	Bangwe	To each school: Construct 9 cubicles for girls' toilets at the school compound, with water tank raiser and incinerator
5		Bushabani	Kibirizi	
1	Kigoma DC	Kidahwe	Kidahwe	1. Construction of 120-capacity girl's dormitory with WASH inside, water tank raiser, incinerator, connect electricity to TANESCO post which is at school compound, and waterproof solar street light post from dormitory to class 2. Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks and incinerator
2		Mkabogo	Kalinzi	To each school: Construct 9 cubicles for girls' toilets at the school compound, with water tank raiser and incinerator
3		Mgawa	Mahembe	
4		Mkongoro	Mkongoro	
5		Bugamba	Mwamgongo	
1	Kasulu TC	Ruhita	Ruhita	To each school: Construct 9 cubicles for girls' toilets at the school compound, with water tank raiser and incinerator
2		Kigodya	Kigondo	
2		Kinkati	Kumsenga	
4		Nyansha	Nyansha	
5		Mwanga - Kasulu	Muganza	1. Construction of 84-capacity girl's dormitory with WASH inside, water tank raiser and install poly tanks, incinerator, connect electricity to Tanesco post which is at school compound, and waterproof solar street light post from dormitory to class

			2. For school compound toilets: Renovation of 4 cubicles for girls' existing old toilets (doors, painting, access ramps, hand wash basins, and incinerator at the school compound. <ul style="list-style-type: none"> <li>• construction of water tank raiser and install poly tanks and connect water to the toilets</li> </ul>	
1	Kasulu DC	Ntamyia	Buhoro	1. Construction of 120-capacity girl's dormitory with WASH inside, water tank raiser, incinerator, connect electricity to TANESCO post which is at school compound, and waterproof solar street light post from dormitory to class 2. Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks, connect water to the toilets and incinerator
2		Kimenyi	Kagera Nkanda	Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks, connect water to the toilets and incinerator
3		Asante Nyerere	Asante Nyerere	
4		Kurunyemi	Kurugongo	
5		Kabagwe	Kwaga	
1	Kibondo DC	Migezi	Busunzu	Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks, connect water to the toilets and incinerator
2		Kumgongo	Mabamba	Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks and incinerator
3		kumsenga	Kumsenga	1. Renovation of 5 cubicles for girls' existing old toilets (doors, painting, access ramps, hand wash basins, and incinerator at the school compound. 2. construction of water tank raiser and install poly tanks and connect water to the toilets
4		Kigina	Rugongwe	1. Construction of 120-capacity girl's dormitory with WASH inside, water tank raiser, incinerator, connect electricity to TANESCO post which is at school compound, and waterproof solar streetlight post from dormitory to class 2. For school compound toilet: construction of water tank raiser and install poly tanks, connect water to the existing toilets from the raised tank, and renovation of an existing new incinerator at a new toilet
5		Mount Samba	Kizazi	1. For school compound toilet: construction of water tank raiser and install poly tanks, connect water to the toilets from the raised tank, 2. Renovation of existing 12 cubicles girl's toilets 3. Construction of an incinerator at the renovated girl's toilets 4. Office renovation

**Table 1: Work scope per school**

## 5.2 Distribution of works to lots and project completion time

To achieve effective completion of all construction work on time with high quality we have distributed the works into three lots based on geographical location.

Tender Lots	Districts
Lot 1	Kigoma Mc and Kigoma DC
Lot 2	Kasulu TC and Kasulu DC
Lot 3	Kibondo DC

**Table 2: lots of distribution**

**LOT 1:** The work must be completed in 1,5-year (eighteen month) and 10 days: two (2) weeks for setting up the site and 12 months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

**LOT 2:** The work must be completed in 1,5-year (eighteen month): two (2) weeks for setting up the site and (12) months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

**LOT 3:** The work must be completed in 1-year (twelve month): two (2) weeks for setting up the site and (12) months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

The final acceptance will be pronounced One (01) year after provisional acceptance of every site (start of the guarantee period).

## 5.3 Lots Descriptions

NOTE: The term option or provisional means the particular work will/will not be done.

### LOT 1: Kigoma Manicipal Council and Kigoma District Council

S/N	Items	Unit	Qty
1	<b>84 Girls dormitory - at Mkulima secondary - Kigoma MC</b> Construction of one dormitory of <b>84 girls</b> including its WASH, water tank raiser, incinerator, and solar street lighting post at	Nos	1
2	<b>120 Girls dormitory - at Kidahwe secondary - Kigoma DC</b> Construction of one dormitory of <b>120 girls</b> including its WASH, water tank raiser, incinerator, and solar street lighting post at ....	Nos	1
3	<b>WASH facilities -Kigoma MC:- at Wakulima, Kitongoni,Kitwe, Rubuga and Bushabani secondary school</b> Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks, connect water to the toilets and incinerator. Note: at it will be ...	Nos	4
4	<b>WASH Facilities at Rubuga secondary-Kigoma MC</b> Construction of 2 cubicles Toilet at school compound for teachers, water tank raiser and incinerator at the existing girl's toilet	Nos	1

5	<b>WASH facilities -Kigoma DC:- at Kidahwe, Mgawa,Mkongoro, Mkabogo and Bugamba secondary school</b> Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks, connect water to the toilets and incinerator	Nos	5
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### LOT 2: Kasulu Town Council and Kasulu District Council

S/N	Items	Unit	Qnt
1	<b>84 Girls dormitory - at Mwanga secondary - Kasulu TC</b> Construction of - dormitories for 84 girls including its WASH, water tank raiser, incinerator, and solar street lighting post at	Nos	1
2	<b>120 Girls dormitory - at Ntamya secondary - Kasulu DC</b> Construction of dormitories for 120 girls including its WASH, water tank raiser, incinerator, and solar street lighting post at	Nos	1
3	<b>WASH facilities -Kasulu TC:- at Ruhitha, Kigodya,Kinkati and Nyansha secondary school</b> Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks, connect water to the toilets and incinerator. Note: at it will be ..	Nos	4
4	<b>WASH Facilities at Mwanga secondary-Kasulu TC</b> For school compound toilets: Renovation of 4 cubicles for girls' existing old toilets (doors, painting, access ramps, hand wash basins, and incinerator at the school compound. • construction of water tank raiser and install poly tanks and connect water to the toilets	Nos	1
5	<b>WASH facilities -Kasulu DC:- at Ntamya, Kimenyi, Kurunyemi, Asante Nyerere and Kabagwe secondary school</b> Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks, connect water to the toilets and incinerator	Nos	5

### LOT 3: Kibondo District Council

S/N	Items	Unit	Qnt
1	<b>120 Girls dormitory - at Kigina secondary - Kibondo DC</b> Construction of one dormitory of 120 girls including its WASH, water tank raiser, incinerator, and solar street lighting post at	Nos	1
2	<b>WASH facilities -Kibondo DC:- at Migezi and Kumgogo secondary school</b> Construction of 9 cubicles for girls' toilets at the school compound, with water tank raiser plus install poly tanks, connect water to the toilets and incinerator. Note: at it will be	Nos	2



3	<p><b><u>WASH Facilities at Kigina secondary-Kibondo DC</u></b>  For school compound toilet: construction of water tank raiser and install poly tanks, connect water to the existing new toilets from the raised tank, and renovation of an existing new incinerator at a new toilet</p>	Nos	1
4	<p><b><u>WASH Facilities at Kumsenga secondary-Kibondo DC</u></b>  1. Renovation of 5 cubicles for girls' existing old toilets (doors, painting, access ramps, hand wash basins, and incinerator at the school compound.  2. construction of water tank raiser and install poly tanks and connection water to the toilets</p>	Nos	1
5	<p><b><u>WASH Facilities at Mount Samba secondary-Kibondo DC</u></b>  1. Renovation of 12 cubicles for girls' existing old toilets (doors, painting, access ramps, hand wash basins, and incinerator at the school compound.  2. construction of water tank raiser and install poly tanks and connect water to the toilets  3. Office renovation</p>	Nos	1

#### 5.4 Contractor works distribution plan

All contractors are allowed to apply for all lots based on the conditions.

- Apply based on your annual turnover. Do not apply if your real cash flow is not adequate.
- You are allowed to apply for all lots only if you know you can complete the given work within the deadline.
- You are allowed to apply for a single lot if you can finish it on timeline.

#### 5.5 Detailed scope of materials and assignment

The work will include the sustainable green construction of five girls' dormitories, two out of five have a capacity of 84 girls, and the other three have a capacity of 120 girls each. Each dormitory will be constructed in each district and five WASH facilities to each district as well.

In this project, we will focus on using as concrete as possible and we will use sustainable green construction materials including.

##### 5.5.1 Green construction materials to be used in construction

1. **Stones:** The stones are locally available to around the villages where there is a site  
**ISSB bricks:** This is more sustainable compared to bunt bricks and cement bricks/blocks. The energy used to produce ISSB is lower than other materials.
2. **Timbers grown at Kigoma:** we will use well-treated timbers grown at Tanzania instead of steel which must be imported from China or transported from Der Es Salaam. We will use eucalyptus, and pines for formworks, scaffolding, and roof trusses since they are readily available here at Kigoma, the growth rate is fast, and less transport distance hence less carbon emission.

### 5.5.2 The construction of dormitories will be limited to the following components

1. **Election of structure:** the sustainable materials to be used are stone masonry foundation and walling with Interlocking soil-stabilized bricks (ISSB). On the top of the foundation there will be a 100mm thick plain concrete with (a mixing ratio of 1:3:6 batched by volume). The ring beam at the top of the wall will be of reinforced concrete grade 20 at a height of 3.1m from DPC level as shown in the attached drawings.
2. **Roofing:** the roof type will be a single sloped roof with Timber trusses to be used due to its sustainability and will use IT5 colourless, metallic roof covering material to reduce heat absorption in the house. The roof shall have cross ventilation to enhance the cooling inside the rooms by reducing heat from the roof via the ceiling.
  - **The overhang** will be of 1.5m at gable side and 0.8m horizontal length at the walkways side to prevent direct sunlight to the walls hence maintaining the room temperature very normal and comfortable without the need for high conventional energy to cool the house. To enable the cross-ventilation the gable part of the roof will be filled with perforated bricks provided with fixation of coffee mesh wire at the inner side of the wall to prevent/reduce dust from entering and stacking on the ceiling.
  - **The roof at the laundry:** This will cover only half of the laundry area this is because the findings of the participation design survey shows that 50% of the girls prefer to work under the roofed shed lest at the direct light.
  - **Gutters:** will be of 150mm wide round PVC gutter supported/fixed to the fascia board at 50cm c/c spacing. The downpipes shall be of 75mm in diameter and directed to the poly tank on the ground. The overflow water to be channelled to the drainage ditch.
  - **Drainage ditch:** will be of stone-lined masonry covered on top with 150 RC slab at every section where it will be passing across the house hallway floor. The internal dimension shall be 03.m with and 0.3m depth
3. **Dhobi sinks:** will be of construction with concrete grade 20 with 6mm BRC mesh.
4. **Fence wall connecting the dormitory with its WASH:** The wall will be built with a stone masonry foundation and the walling of ISSB brick 230mm thick. The height of the fence will be 2.8m high and a ring beam of 0.25m thick on top then the concrete capping will be added so as to drain overhead rain. Note that the wall will be solid from DPC level to 1.7m high the rest portion of 1.1m high will be perforated brick wall.
5. **Access Ramps 1.5m wide:** The ramps and all access points shall follow the rules of the accessibility guidelines used by the Tanzanian government.

Any ramp design needs to be proposed to supervising engineer from Enabel for approval before construction.

6. **Partition walls:** Every 2 or 3 rooms will be having lower partition walls of 2m high resting on slab concrete without foundation underneath. The decision on which walls will be lower will be made together with the supervising engineer from the consultant and Enabel.. the next set shall be separated with full height wall to the ceiling.

7. **Finishing works:**

- We will use good quality terrazzo floor finishing
- **Plastering:** internal wall surfaces will be plastered with cement sand 1:4. , while exterior walls we will use 1;3 cement to sand ratio.
- **External wall finishing:** ISSB bricks will be polished with three coats of oil seed oil. The second and the third coats shall be applied after drying of previous coat.
- **Toilet and shower wall finishing:** up to 1.5m height, water proof plastering finishing and skimmed with grey colour cement pigment.
- **Laundry wall and concrete dhobi sink finishing:** It will be finished with terrazzo, and waterproof plastering to walls
- **Painting works:** All surfaces of internal walls and external shall be cleaned, skimmed, smooth, primed with binder paint to remove dust, and then finished with three coats of finishing paint. Apply weathered outside and silk inside walls.

8. **Provision of electricity:** This work shall be limited to fixing conduits, wiring, and connecting the building to the TANESCO electrical post which must be within the school. If there is no electrical post at school, then the connection of the buildings electricity is out of the scope of this contract.

9. **Provision of water supply:** the contractor will be obligated to connect water from the raised poly tank storage which will be at school compound near the toilets. The contractor will not connect water from neither RUWASA/KUWASA nor borehole.

10. **Landscaping and restoring vegetation:** The number of trees cut during site clearance must be replaced before closing the site, the grass planting will be as per greens indicated in the Drawings. The selection of type of trees to plant will be directed by client during execution. Pave all the cut slopes with the stone lining.

11. **Incinerator:** will be constructed using fired bricks, its walls must not touch the walls of the building, and the height of the chimney must exceed the roof of the toilet by 3m

12. **Water harvesting:** Two on ground each with 10,000 litres poly tanks will be installed by a contractor on the base as specified in the drawings.

13. **Windows:** we will use steel casement windows. Most of the windows on the plan are 1.5m wide by 2m high. We will not use aluminium. The window shutter will be fixed with openable grills. On the inside, we will have two sliding steel frames having mosquito coffee mesh wire to prevent all insects and some dust when the window is open. Most important the top panel of the window will have a fixed part of air ventilation so as to cool

and regulate the room temperature. In front of this fixed part, coffee wire mesh will be installed.

14. **Doors:** Doors will be made with Hard wood (full matured mninga or the like). The doors frame will have 2,8m high, vent of the door will have burglar bars and clear glass to all light to pass. Also, the door will have 300mmx300mm an air ventilation near bottom, which will be protected by coffee wire mesh. Door will be fixed to the frames with three hinges and will have a 3- level mortice lockset.

15. **Firefighting:** *The building will be provided with smoke sensors and fire extinguishers.*

*The exact place of both the sensor and extinguishers will be decided together with the supervising engineers of the consultant and Enabel, but will follow at least the following guidelines:*

The distance to a fire extinguisher should never be more than 30m from any room

A fire extinguisher will be placed in the incinerators room.

*Every separate room compartment will have a smoke detector (combined cubicles count as 1 room compartment)*

### 5.5.3 Expected quality of work

1. The ISSB bricks contractor will have to achieve a compressive strength of 4.5N/mm<sup>2</sup> and submit test results of the bricks to the consultant before mass production. All the work which will be under quality shall be demolished and unpaid.
2. Concrete works: all concrete must be cured by at least 28 days, slump and cube tests must be taken and results submitted to the consultant
3. Untreated timber will be rejected
4. All the walls, beams and columns must be straight, any bad work will be rejected.
5. All timbers shall be treated on all the sides of the timber not just to the surface. This means that hidden connections need to be treated before assembly. After assembly, an additional protective layer needs to be applied to all the timber without covering the other building parts.
6. The tiles floor must be waterproof without voids underneath, and the level must be horizontal and the top must be a smooth and even surface finish without irregularities.
7. The plumbing system must be of good quality without any leakage. The plumbing system shall be tested before handing over.
8. Electricity: shall be tested before handing over: the wires to be used must be pure copper, and wiring should be done in such a way that there is no energy loss, no tripping, and no electric shorts.
9. The solar light post must have adequate shear stiffness at the base and be well welded and casted to the concrete base with concrete grade 20. The base plate will be anchored with J-bolts and fixed with the 20mm 4 bolts plus 50mm dia washers.

## 5.6 Payment schedule

The contractor shall submit a performance bond and insurance bond – see point 4.8 and 4.9 – of the project's total amount. The contractor will be paid based on the measured completed works according to the prices mentioned in the BoQ. A payment can be requested maximum every 2

weeks. Each certificate will be subjected to 5% retention money which shall be paid back after all snags are being cleared.

An advance up to maximum 20% of the total contract amount is possible upon request and pending on the approval of the contract manager.

Note: Consultant shall prepare the certification and quantities of the payment of the work executed by the Contractor. The approval of Enabel for any payment is necessary with

## **5.7 Community inclusivity**

The contractor will have to allow VETA students to participate in the construction process, to learn during the execution of the construction work, especially carpenters, mason, and electrical students.

The contractor also should have a good relationship with the community in a good manner not to ruin the image of the Enabel.

## **5.8 Contract management**

5.8.1.1.1 Stage 1: During construction

### **(a) Instructions:**

The Contractor will from time to time and within the provisions of the construction contract receive or request written instructions to/from the consultant related to guidance or adherence to the drawings, specifications, progress of the work or administrative requirements in the contract.

### **Variations:**

Where the Contractor needs to issue instructions related to variations that increase the value of the contract, will have to notify a consultant and to be finally check for approval or rejection by client.

### **(b) Progress photographs and report:**

The Contractor shall:

- (i) Share two pictures of work progress every evening in the Whatsapp site group created by the client.
- (ii) Prepare three sets of progress photographs on the first day of each month during the construction period.
- (iii) Mount the progress photographs at site, and submit a copy of the photographs to the Client.
- (iv) Prepare a short report incorporating the photographs and describing the progress achieved in the month and supported by an up-date of the construction programmed. Any sense of delay report immediately for a solution to the consultant and client.

### **(c) Completion of construction and Take-Over by Client:**

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

At the practical (substantial) completion date, the Contractor shall be given the snags list and defects notification for remedy, and other damages which may occur shall be given to the contractor for repair or reconstruction for the cost of the contractor her/himself, the Contractor shall test the works and installations with the presence of consultant and client, and the contractor shall start to prepare a sustainable operating and maintenance manuals emphasizing energy savings, water saving, waste management, plumbing system, switching off lightings, shutting off water taps, reporting the damages, the use of fire extinguisher, etc, and preparation of as-built drawings for submitting to consultants eventually to the client.

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

**(d) As-built drawings**

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

5.8.1.1.2 Stage 2: Post Construction Stage

**(a) Rectification of defects:**

The client/consultancy and Contractor shall:

- (i) Carry out a detailed inspection of possible defects during and at the end of a twelve-month defects' liability period
- (ii) Conduct interim visits and inspections or testing during the defects liability period where remedial measures are necessary to ensure the safety or continued normal use of the buildings.
- (iii) Arrange follow-up meetings to confirm that remedial work has been fully completed.
- (iv) conduct training on the operation and maintenance of renewable energy facilities.

**(b) Completion Certificates:**

The Client shall prepare and issue completion certificates to the contractor, defects correction certificates, and final payment certificates in accordance with the works contract and to signify full completion of the works.

**(c) Managing contract closure activities**

In addition to the specific responsibilities set out in Section Para (a) to (c) above, the managing contract closing activities will be as follows:

- (i) Contractor shall establish and agree with the Client and document the criteria to be used for confirming completion of the contract (tasks finished, deliverables finished, testing completed, training requirements finished, equipment installed, tested, and operating, document manuals submitted, etc).
- (ii) The contractor shall document and agree with the Client the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed.
- (iii) The contractor and the Client representatives to sign the project completion report and

confirm the persons responsible for each step of the acceptance process, the post-contract support required and the persons responsible.

- (iv) The Client shall convene and hold a contract close-out meeting attended by the stakeholders, end users, and contractors which the completion report is among other items approved and signed off.
- (v) The client shall carry out a post-contract evaluation of the works, achievements, processes undertaken, and the management of the contract and prepare and compile a final report. The contractor shall provide any data/information needed regarding the executed works.

### **Framework for site supervision**

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

- (i) The Contractor will have a good amount of presence on the sites and dedicated Clerks of Works on full time basis on the sites.
- (ii) The contractor shall have a supervising engineer assigned to the project who will be the contact person for the Client.
- (iii) Monthly site meetings will be held at the site after joint site inspection with the presence of the members of the school administration, consultant, village government, the project team, the Contractor(engineer) and the contractor. Each meeting will be duly sanctioned by minutes signed by the participants.
- (iv) There construction works shall be daily inspection by a client representative who will directly report to the enabel project manager.
- (v) Random checks will be conducted by the project staff that will be responsible for the implementation of the civil works investment of the project, including supervision of the procurement of works, supplies and services as well as capacity building, awareness-raising, and collection and dissemination of lessons learned.
- (vi) Regional and district engineers shall regularly check the work progress.
- (vii) Community involvement: The community will be responsible for ensuring the good materials are being mobilized as this project is community-involved. The contractor shall not work on community instructions only those which shall be approved by the client.
- (viii) Material shall not be delivered or used or accepted without the approval of the
- (ix) The Defects Liability Period:** to be done in a period of **12** months.
- (x)** The Contractor team shall include but not be limited to the following experienced experts:

CVs for all professional staff shall be included in the proposal.

### **Key Staff**

1. Project manager – Engineer (1 or 2 – see 3.5.2),
2. Site supervisor/ technician / foreman (multiple – see 3.5.2)

**The technical file with Draws and BoQ link can be found through the following link**  
**<https://www.enabel.be/public-procurement/>**



## 6 Forms

### 6.1 Identification forms + Power of attorney

OFFICIAL NAME ②	
ABBREVIATION	
MAIN REGISTRATION NUMBER③ 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
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.

## 6.2 Subcontractors

Name and legal form	Address / Registered office	Object

Last name, first name:

Function:

Date:

Signature:

## 6.3 Third-party capacity – Forma engagement (optional)

Declaration on honour

(To be filled out and signed by the third party)

Hereby, I undersigned, .....

(Name, first name, function)

Declaration on honour that.....

(Name of the third-party company and enterprise number)

will put at the disposal of tenderer .....

(Name of the tenderer and enterprise number)

the capacities and resources the latter claims in order to meet the requirements of this public contract, regarding the qualitative selection, for the whole term of the public contract.

The resources concerned are the following (to be completed in a clear way):

...

Company stamp:

Last name, first name:

Function:

Date:

Signature:

## 6.4 Tender Forms – TOTAL PRICE

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications TAN 1403211-10107 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 with 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 on the total amount of the work is dealt with on a separate line below, to be added to the total amount 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:

LOT 1 – Kigoma DC and Kigoma municipalities

DESCIRPTION	PRICE EXCLUDING VAT
TOTAL PRICE for Kigoma DC and Kigoma municipalities	
<u>VAT</u>	%

LOT 2 – Kasulu DC and Kasulu municipalities

DESCIRPTION	PRICE EXCLUDING VAT
TOTAL PRICE for Kasulu DC and Kasulu municipalities	
<u>VAT</u>	%

LOT 3 – Kibondo DC

DESCIRPTION	PRICE EXCLUDING VAT
TOTAL PRICE for Kibondo DC	
<u>VAT</u>	%

### **Attention! The tenderer must fill and joint at the form 6.6 the Price-schedule (BOQ)**

Should this tender be approved, the performance bond will 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 included in Part 3 must be attached to the tender.

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

Certified true and sincere,

**Handwritten original signature(s)**

Last name, first name:

Function:

Date:

Signature:

## 6.5 Price-schedule (BoQ)

The Bills of Quantities are provided as a separate document in Excel format [Tender Page](#)

## 6.6 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:

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.

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.

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,

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 breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

A breach of Enabel's Policy regarding fraud and corruption risk management –

June 2019

A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

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

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.

When a conflict of interest cannot be remedied by other, less intrusive measures,

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. Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights 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-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-europ%C3%A9ennes-ue>

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](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](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

[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)

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

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them.
- b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date :

Location :

Signature :

## 6.7 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 anti-corruption 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 above- mentioned 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 incubicles 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:

Date :

Location :

Signature :



## **6.8 Contractor Registration Board in Tanzania**

The tenderer must enclose a valid certificate of registration with the Contractor Registration Board in Tanzania in accordance with the provision of Section 16(2) (b) and (c) of Tanzanian contractors Registration Act No. 17 of 1997. The certificate must show either:

In the case of a joint venture, the tender must specify the role of each member and a lead partner must be designated. Each member of the consortium must present the registration detailed above.

**LOT 1** The class of the contractor should be **class 3** in building works or higher

**LOT 2** The class of the contractor should be **class 3** in building works or higher

**LOT 3** The class of the contractor should be **class 4** in building works or higher

When the contractor applies for **2 lots**, they should be **class 2** for building works or higher.

When the contractor applies for **3 lots**, they should be **class 1** for building works.

## **6.9 Criminal record of the signatories of the bidding company or the signatories of the bid**

To add to the bid.

## **6.10 Certification of clearance with regards to the payments of social security contributions**

At the latest before award, the tenderer must provide a recent certification from the competent authority stating that he/she is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment.

## **6.11 Certification of clearance with regards to the payments of applicable taxes**

-Current authenticated Tax clearance certificate from TRA

-Tax Identification Number (TIN)

-Value Added Tax (VAT) registration certificate

## **6.12 Financial capacity**

To be selected, the tenderer must have achieved an average annual turnover

- LOT 1: of at least 700,000 euros over the last three years.
- LOT 2: of at least 700,000 euros over the last three years.
- LOT 3: of at least 400,000 euros over the last three years.

If the tenderer submits for multiple lots, the sum of the turnover per lot they submit for applies.

## 6.13 References

The tenderer must provide in his/her offer – per lot they submit for – the list of 2 similar works of the used of green/ sustainable construction materials and methods, the amount of the project must equivalent to or greater than 700.000 Euro for Lot 1 and 2 and 400.000 Euro for Lot 3, delivered in the last 5 years, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those works.

## 6.14 Declaration on honour the minimum required equipment

The tenderer must have the technical equipment required to carry out the contract properly for each Lot.

To attest to this, it shall attach to its tender a list of the main site equipment available to the tenderer for the execution of the work. This list must indicate the means of acquisition (ownership, leasing, hire, etc.) in due course, together with proof of the means of acquisition of the following essential plant and equipment:

No.	Equipment Type and Characteristics	Minimum no. required
1	Lorry – ordinary (3t)	2
2	Lorry – Flatbed (10t)	1
3	4WD Pick-up	1
4	Excavator, (1.0m <sup>3</sup> )	1
5	Wheel Loader/Backhoe (1.0m <sup>3</sup> )	1
6	Tipper 7t	1
7	Lifting Device/hoist Cranes (for min.1000kg)	1
8	Compressor, incl. tools, hose, and jack	1
9	Hand Vibratory Rollers (500 kg)	1
10	Concrete Mixers (500L)	3
11	Vibration Pokers	3
12	Diesel Generator on Trolley (20 kVA)	2
13	Engine Driven Pump (20 m <sup>3</sup> /h)	1
14	Electric and Gas/Diesel Welding Sets	1
15	De-watering pumps (DN 40mm)	1
16	Plumber's Tool Kits	2
17	Pipe Testing Equipment	2
18	Electro-fusion Welding Machine (for HDPE)	1
19	Water bowser 3m <sup>3</sup> capacity mounted on 5-ton truck	1

## 6.15 Supervisory staff to be employed on the contract

The tenderer shall enclose with its tender a list of the personnel who will be employed during the performance of the contract. The tenderer must mention the diplomas held by these personnel and their professional qualifications and experience.

Please add their CV as an annex.

### **LOT 1**

	<b>Description most relevant experience</b>
Project manager – Engineer (+8 year of experience – see 3.5.2)	
Site supervisor / Foreman (+5 year of experience – see 3.5.2)	
Site supervisor / Foreman (+5 year of experience – see 3.5.2)	

### **LOT 2**

	<b>Description most relevant experience</b>
Project manager – Engineer (+8 year of experience – see 3.5.2)	
Site supervisor / Foreman (+5 year of experience – see 3.5.2)	
Site supervisor / Foreman (+5 year of experience – see 3.5.2)	

### **LOT 3**

	<b>Description most relevant experience</b>
Project manager – Engineer (+8 year of experience – see 3.5.2)	
Site supervisor / Foreman (+5 year of experience – see 3.5.2)	

## 6.16 Annex - Model of Proof of posting 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,

tender documents Enabel TAN1403211-10095 (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 TAN1403211-10095 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: Enabel TAN1403211-10095

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.

Company stamp:

Last name, first name:

Function:

Date:

Signature:

## 6.17 Summary of forms and documents to be attached to the bid

### 4.1 Identification of the tenderer + Power of attorney

- When the tender is submitted by a legal person, the tender must include the statutes or company deeds and any changes to information regarding its administrators or managers.
- When the tender is submitted by a mandatary, the tender must include a copy of the original public deed or private document that transfers these powers to him or her or a copy of the proxy.
- When the tender is submitted by a tenderer who intends to rely on the capacities of other entities, he shall prove to the contracting authority that he will have at his disposal the resources necessary, for example, by producing a commitment by those entities to that effect. The formal engagement consists of a written declaration signed by the mandatary of the third party, indicating the means, capacities and resources made available to the tenderer for performing this public contract (see Third party capacity forms engagement). If this option was chosen, he documents regarding the exclusion grounds are also requested from this third party.

### 4.2 Subcontractors

### 4.3 Third-party capacity – Forma engagement (optional)

### 4.4 The signed Price form.

- 4.5 Price-schedule (BoQ)
- 4.6 Integrity statement for the tenderers
- 4.7 Building contractors CRB Registration certificate (Class)
- 4.8 Criminal record of the manager of the bidding company
- 4.9 Certification of clearance with regards to the payments of social security contributions
- 4.10 Certification of clearance with regards to the payments of applicable taxes
  - Current authenticated Tax clearance certificate from TRA
  - Tax Identification Number (TIN)
  - Value Added Tax (VAT) registration certificate
- 4.11 Declaration minimum turnover
- 4.12 References of similar works (provide at least 2 Project completion certificates from previous similar construction works for each lot)
- 4.13 Declaration on honour the minimum required equipment's (List of equipment's that will be used for this work as detailed above)
- 4.14 Supervisory staff to be employ on the contract and Curriculum Vitae of key personnel