



## Tender Specifications

Public works contract for the development of designs, implementation of Pilot Climate Responsive Prefabricated classroom blocks and Teacher Houses works and supplies for furniture in selected Schools in Uganda (Rwenzori - Kibuye Senior Secondary School and Busoga - St. Steven's S.S, Budondo)

Procurement reference number: UGA22008-10074

Navision code: UGA22008

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#### **DEROGATIONS FROM THE ROYAL DECREE OF 14 JANUARY 2013**

Chapter 4 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 documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33)”). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

# 1 Technical specifications

## 1.1 Requirements for the works

### 1.1.1 Methodology

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

#### 1.1.1.1 Background information

Enabel and the Government of Uganda signed a new 5-year country portfolio (2023 – 2027), with funding from the Government of Belgium and the European Union. The new portfolio targets Rwenzori/Albertine, West Nile, Busoga and Central regions. The overall objective of the portfolio is to ensure that young people especially young women develop into active, economically independent citizens in a sustainable society that respects human rights and ensures quality basic services. This will be achieved through two pillars.

Pillar one focuses on providing young people, and especially young women, with the right vocational skills and genuine opportunities to generate an income and contribute to the economy through sustainable, decent work.

Pillar two aims to ensure that the rights to safe and quality education and healthcare are more transparently ensured especially for the most in-need populations such as children, women, girls, as well as refugees and host communities. This pillar is divided into three projects namely, Education (WeLearn & Weteach), Health (WeCare), and Nursing training (WeTrain4Health).

WeLearn shall support lower secondary education by ensuring that households, communities, and adolescents are aware of, demand access to, have equitable access to, and complete a quality, inclusive lower secondary education. Secondly, the local education officials, school leaders, and teachers shall be supported to be able to provide an increased range of quality education services and resources, more equitable and inclusive learning environments, and higher quality, more relevant teaching and instruction for secondary students. In the above Enabel projects, an infrastructure component is foreseen, which include rehabilitation or construction of buildings, installation of renewable energy facilities (solar panels, biogas...), provision of equipment, waste management, maintenance, awareness raising on climate issues, etc. It is foreseen that the proposed new or existing facilities to be upgraded follow climate-smart green solutions and principles of circularity to be adopted.

In line with the above, it is, therefore, necessary to pilot innovations and ideas that have a reasonable chance of reducing the impact of the carbon footprint and have the potential for scalability at a national level. It is for this reason that a procurement for “Contract for the Development of designs, implementation of Pilot Climate Responsive Prefabricated Classroom blocks and Teacher Houses works and supplies for furniture in selected Schools in Uganda (Rwenzori - Kibuye Senior Secondary School and Busoga - St. Steven’s S.S, Budondo” is tendered. This activity shall be conducted by a design and build firm specialised in Climate Responsive Prefabricated construction based on action research on viability and reduction of the carbon footprint and in compliance with the ministry of Education and Sports geometric standards.

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The following background information must be considered before and during the implementation of the preliminary design, Detailed Design, and Supervision Services for the 3-classroom block and teacher house (Kibuye ss –Kigegwa and St. Stephens SS, Mudondo in Jinja District):

- 1) A detailed **Needs Assessment Study (NAS)** was conducted by the Enabel project team and serves as a partial reference source in terms of the present situation of infrastructure needs. In addition, prioritization workshops have been carried out with the institution's governing council, administration, and MoES stakeholders to revisit the priorities of the schools also considering the available resources under the project. In this respect, a focus shall be on the following interventions:
  - a. Classrooms
  - b. Teachers Housing
  - c. Water supply and storage facilities.
  - d. Renewable energy facilities (solar PV and solar water heating and non-lead batteries);
  - e. Mechanical and Electrical works.
  - f. External works and drainage.

It should be noted, however, that the contractor shall be expected to carry out validation of the identified needs in 2 schools and a complete raw list of the schools.

- 2) The design shall integrate a series of **basic concepts** such as:
  - Reduction in the environmental impact of materials used through:
    - Use of local materials to reduce transport emissions.
    - Use of recycled materials.
    - Use of materials that are produced in an environmentally friendly way
    - Use of low impact materials
    - Use/design disassembly (easy to recuperate raw materials after end-of-life)
    - Use/Design for flexibility/prefabrications.
  - Enhance green environment: the school's premises shall be designed and maintained in a way that the local biodiversity and water shall be protected and preserved.
  - Balance between indoor and outdoor environment, eco management and social when implementing measures and resources.
  - The contractor shall work to achieve key design milestone stones on the indoor-outdoor environment as listed in the chart below:

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DD	4 Objectives	10 Targets
I. ENVIRONMENT	<b>1. EXTERNAL ENVIRONMENT AND ECO - CONSTRUCTION</b>  <b>Controlling the building's impact on the external environment</b>	Target 1 - Promote the harmonious integration of structures into their environment
		Target 2 - Choose environmentally-friendly materials and processes and promote clean technologies
		Target 3 - Ensure clean construction sites and promote waste management during building operation
	<b>2. INTERIOR ENVIRONMENT, COMFORT AND HEALTH</b>  <b>Ensuring a healthy, comfortable indoor environment</b>	Target 4 - Improve indoor environmental quality in buildings
		Target 5 - Provide building users with an indoor environment that offers the best possible sanitary conditions
II. ECONOMICS	<b>3. ECO-MANAGEMENT AND ECO-EQUIPMENT</b>  <b>Reducing the impact of buildings during operation</b>	Target 6 - Control the overall energy demand and requirements of buildings and promote renewable energy sources
		Target 7 - Manage water resources used in the building and reduce drinking water consumption
		Target 8 - Develop sustainable maintenance practices (total cost approach)
III. SOCIAL	<b>4. SOCIAL DEVELOPMENT AND EQUITY</b>  <b>Integrate the project into an approach that promotes equity, gender equality, social cohesion and solidarity</b>	Target 9 - Emphasize consultation with users, especially women, and raise user awareness of environmental protection and climate change.
		Target 10 - Promote accessibility for people with disabilities

- Waste management design shall be such that volume of waste is minimized through actions such as sorting and recycling waste and by promoting waste as raw materials for production of energy and new materials.
- Enhance health and safety: the project shall enhance health and safety for men and women involved in all phases of the lifecycle of the infrastructure project.
- Comfort and well-being: the design shall be such that a comfortable environment for its users is maximized. That implies cognizance of issues such as ventilation, acoustic, and thermal conditions.
- Promote social inclusion: shall be of attention during all phases of the construction. Among others the following are to be observed.
  - Equal opportunities for both men and women and attention to safety issues for female students.
  - Accessibility to all teaching and learning spaces, and staff accommodation for people with disability.

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- Attention to stigma and discrimination of people living with HIV/ AIDS.
  - Control Aesthetic impact: promotion of simple but pleasant architecture that takes into account appropriate proportions, material contrasts, space, natural light and natural ventilation conditions.
  - Plan for long term maintenance: sustainable design shall imply that learning facilities shall be designed in such a way that they can last for long with minimum and low-cost maintenance. Material selection for construction shall be informed by low long-term maintainability and sustainability in terms of availability and required skills. Maintenance is to be planned for in its different aspects: technical, organisational and financial.
  - Innovative Technical solutions: The project shall offer opportunity to look into innovative technical solutions, holding potential for future stages of interventions in infrastructure. The solutions are to look into sustainability issues such as use of local materials, reduction of impact on surface water, user-friendliness, sustainable and standardized designs that shall make a positive contribution to future intervention in infrastructure.
- 3) To ensure that all pedagogical requirements are duly considered during the design and construction works, it is also of the uppermost importance that **proper communication, coordination and understanding are ensured between the Project Coordination Team and the personnel involved in the planning, designing, and execution of Climate Responsive Prefabricated School Facilities works on the part of the contractor**. Specific time will therefore be allocated during the Design/Supervision activities for meetings and discussions with all the concerned stakeholders, at the Project offices and the 2 schools.
  - 4) The adopted design life for planning is at least 50 years, to cater for the continued use.
  - 5) The works shall entail a component of renewable energy and passive cooling systems that are to be designed and integrated in the architectural and structural design of the buildings and immediate outdoor spaces by the turnkey contractors. The contractor shall be required to have sustainable architecture specialist or third-party design expert inputs to include renewable energy, passive ventilation, and other green architecture aspects at preliminary design and detailed design.

#### **1.1.1.2 Roles & responsibilities**

The contractor shall be responsible for plans, design, construction, and supervision, providing detailed bills of quantities and cost estimates.

Enabel's Infrastructure Unit shall oversee the project in collaboration with the Ministry of Education and Sports.

The infrastructure unit and CMU shall be complemented by a standalone consultant to support the day-to-day documentation of the site and workshop works to help inform our hypothesis. It is the contracting authority expectation that the Climate Responsive Prefabricated constructions shall be cheaper in terms of.

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- Time preparation, execution on site, and occupation
- Overall cost of the project
- Limited CO2 footprint to the environment
- Skills required and on job training among other study needs

The contractor shall be responsible for the delivery of high-quality, sustainable, and eco-friendly infrastructure, following an action research approach that evaluates the environmental and economic viability of prefabricated structures in Uganda.

The contractor shall also supply the necessary furniture for the classrooms and staff houses, ensuring they meet the standards set by the Ministry of Education and Sports.

**Key Parameters to be met by the proposed design and build of Climate Responsive Prefabricated buildings:**

1. **50% less CO2;** The prefab buildings shall emit at least 50% less CO2 than conventional buildings – which can be substantiated using the EDGE building app or equivalent.
2. **Wood:** All used wood shall come from sustainably managed forests (FSC or PEFC).
3. **60% local content;** At least 60% of all materials shall be locally (nearest town/region/Uganda) sourced depending on availability.
4. **50-year design life for build and elements;** the contractor shall propose ecological prefabs or associated material elements whose design life shall at least 50 years, i.e. the roof, walls, floor, etc
5. **Teacher House and Classrooms;** in all aspects the proposed prefab to comply to geometric standards of the equivalent tradition standard teacher and classroom designs for MoES.
6. **50% less concrete;** The amount of concrete and cement shall be reduced with at least 50% compared to conventional buildings. No full wood-fired bricks shall be used.
7. **20% on site natural materials;** at least 20% available site materials, i.e. rocks, soil, waste organics, etc

**1.1.1.3 Assignment tasks**

The assignment has 2 parts; 1) design and 2) on-site implementation (design and Build arrangement).

**Objectives of the design part of the assignment are to:**

- **Design and Planning:**
  - Develop architectural and structural plans for the prefabricated classrooms and staff houses.
  - Ensure the designs align with sustainable building practices, bioclimatic principles, and the standards of the Ministry of Education and Sports.
  - Provide detailed Bills of Quantities (BoQs) and cost estimates for the construction and furnishing.
  - Prepare spatial plans according to present needs (4 Unit Teacher house and 3 Classroom blocks);
  - Prepare furniture and equipment plans meeting the architectural and pedagogic needs.
  - Prepare bills of quantities.
  - Follow up with defect liability period.

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- Follow up and keep track of climate impact through carbon footprint quantification or life cycle analysis
- **Construction**
  - Execute the construction of prefabricated classrooms and staff houses at Kibuye SS or St. Stephen's Budondo SS.
  - Implement construction techniques that optimize time, reduce environmental impact, and incorporate local materials where possible.
  - Ensure compliance with safety and quality standards throughout the construction process.
  - Supervise the construction works
  - Supply, deliver, fabricate, and construct 3-classroom and 4-unit staff houses
  - Provide contract management services during the execution and defects liability/warranty periods for civil works and supply of furniture and equipment.
  - Provide site supervision services during the execution of the construction contract and post-delivery inspection services for related furniture and equipment.
  - Prepare as-built drawings and specifications for civil works and installations.
  - Perform the role of lead supervisor of works, and will be responsible for management and administration of the work construction and supervision
  - Perform site inspections, fielding the required expertise at critical stages of execution of the works and supplies contracts.
- **Furniture Supply:**
  - Design in participatory manner the classroom both indoor and outdoor furniture
  - Fully procure and supply furniture for the classrooms and staff houses.
  - Ensure the furniture meets ergonomic and durability standards.
- **Supervision and Reporting:**
  - Make monthly progress reports to the contracting authority, coordinate contract activities, and be the liaison between the Client and Consultant and beneficiary institutions.
  - Arrange for regular site inspections (bi-monthly) involving other members of the consultancy team and beneficiary institutions as appropriate.
  - Prepare minutes of the meetings and circulate promptly to reach all concerned parties, within seven days of each meeting.
  - Advise the Client on measures being taken to avoid inherent delays.
  - Provide regular updates and reports on the progress of construction and delivery of services.
- Work closely with Enabel's Infrastructure Unit and an independent consultant responsible for monitoring and documenting the project's impact on the environment and local communities.

#### **1.1.1.4 Deliverables**

- a. Inception Report: submission of a detailed work plan, including methodologies, timelines, and initial findings from preliminary assessments.

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- b. Concept Design
- c. Preliminary Design and Detailed Design including Contracting authority's review
- d. Final Design (report, BoQs, architectural drawings, engineering drawings)
- e. Construction of teacher house and 3 classroom blocks
- f. Contract Management, and Site Supervision
- g. Correction of emerging defects during - Defects Liability and Warranty Period

### **Format of the reports**

Use of digital reports is encouraged to minimize paper waste. If reports are printed, they shall be printed on either recycled paper or PEFC or FSC certified paper.

#### **1.1.2 Project management**

The contractor undertakes to deliver a project management plan to be approved by the contracting authority and her advisors within **14** calendar days following notification of contract award.

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

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

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

- Set dates for delivering implementation plans that he needs,
- 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, if applicable.
- Indication of deadline dates for decisions to be taken by 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 businesses.
- Registration, in due time, of the measurements of the works.

etc.

The contractor shall submit samples of materials and colour shade cards to the contracting authority for approval before commencing the works.

#### **1.1.3 Quality Management**

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

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## 1.2 Requirements for the resources

### 1.2.1 Requirements for the human resources

**For each lot**, the tenderer shall ensure the following staff is available for the whole period scheduled for construction. The key staff shall not be replaced during the implementation of the contract without prior written approval by the contracting authority.

**Team lead Building engineer:** a minimum of 5 years of experience with sustainable construction, has conducted projects of similar nature in the public sector in developing countries knowledge of prefabricated buildings.

**Expert in sustainable bioclimatic architecture:** a degree in architecture or engineering-built environment with an advanced university degree in built environment sustainable design. A minimum of 3 years' experience with Passive Building Design, for education institutions and within the Sub-Saharan Africa. This expert must also demonstrate the following specific skills:

- Development of the bioclimatic architectural approach to the structure allowing the optimization of user comfort by limiting as much as possible the negative impact of the structure on its environment and the climate (organizational principles, orientation, ventilation and natural lighting, low-rise approach carbon and preservation of resources throughout the cycle of the building and its constituent materials, etc.).
- Knowledge and mastery of the use of local materials and appropriate technologies specific to these regions
- Show knowledge and mastery of the principles of climate-resilient design and the three pillars of sustainability and can assess concepts such as: return on investment, carbon footprint, cost-benefit analysis, and life cycle assessment.
- Be willing to familiarize themselves with the EDGE Building app.

**Sociologist:** a degree in either community psychology, sociology or humanities. Expertise in user behaviour and feedback collection to conduct user surveys and analyse the social impact of the housing and classroom infrastructure. The expert shall have 5 years' general experience and 3 years' experience in housing or infrastructure related assignments/ projects.

**Researcher:** student or professional researcher a holder of a master's degree with a background in Architecture and/or Engineering who can conduct qualitative and quantitative research on the subject and can draw up comprehensive reports of a high standard. The expert shall have 2 years general experience.

**Quantity Surveyor:** The quantity surveyor shall be a registered surveyor and a holder of a university degree in Building Economics or Quantity Surveying, with a minimum of 10 years of experience in building and structural work, particularly education institutional buildings. The expert shall have carried out projects in the public sector in developing countries.

### 1.2.2 Management of the Team

Efficient communication and sharing of experience must be put in place within the team. In case

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of unavailability of a Team Member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender.

### 1.2.3 Implementation Schedule

For each lot, the implementation schedule for design stage and construction stage is shown in the table below, indicating the estimated service periods for this assignment.

Activity	Description	Duration time in months
<b>Phase 1</b>	<b>Concept and Detail Design</b>	<b>3.0</b>
1/ a	Inception Report	0.5
1/ b	Concept design	0.5
1/ c	Preliminary Design and Detailed Design including Contracting authority's review	1.0
1/ d	Final Design (report, BoQs, architectural drawings, engineering drawings)	1.0
<b>Phase 2</b>	<b>Construction, contract Management, and Site Supervision</b>	<b>9.0</b>
	Construction period	9.0
	Defects Liability and Warranty Period	12.0

### 1.2.4 Requirements for the equipment

For each lot, the contractor shall assemble all equipment and tools necessary to perform the works under the contract, including but not limited to the following. The contractor shall provide proof of ownership or lease of these equipment

Item	Equipment type and characteristics	Minimum quantity required
1.	Pedestrian Roller	1
2.	Jack compressor	1
3.	Concrete mixer (minimum 3.5m <sup>3</sup> /hr.) and poker	1
4.	Medium size materials hoist	1
5.	Re-bar bending/cutting machine	1
7.	Metal Scaffolding	1,000SM
8.	Block Making Machine if applicable	1

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9.	Tipper trucks / dumpers (3 & 9 ton)	1
10.	Height adjusted ladder 6-9metres	1
11.	Assorted assembly/joinery hand tools	Contractor schedule

### 1.2.5 Requirements for local content application

The contractor must employ women and local work force on the construction site. We envisage a minimum of 20% across all the profiles on site (not only for cooking or flag persons).

### 1.2.6 Bills of quantities

As a design and build pilot project, the contractor shall be responsible for developing the BoQ, drawings and execution.

### 1.2.7 Location of Activities

The activities shall be carried out at the following locations.

**Lot 1:** Kibuye SS in Kyegegwa District on Kampala Fort Portal Highway approximately 200km from Kampala Central business district.

**Lot 2:** St. Stephens SS – Budondo in Jinja district approximately 90km from Kampala central business district.

### 1.2.8 Documents to support assignment

The contracting authority shall avail the following documents as annex to the tender document

- Standard specifications for the works – Ministry of Works

The tenderer shall also visit the website for more information: <https://www.climate-design.org/courses>



## 2 General provisions

### 2.1 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 person(s) who shall sign the award letter and are mandated to represent the organisation towards third parties.

### 2.2 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 Discrimination in Respect of

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<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>

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.

### **2.3 Rules governing the public contract**

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

1. The Law of 17 June 2016 on public procurement<sup>5</sup>;
2. 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>;
3. The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>5</sup>;
4. The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement<sup>5</sup>;
5. Circulars of the Prime Minister with regards to public procurement<sup>5</sup>.
6. Enabel's Policy regarding sexual exploitation and abuse – June 2019;
7. Enabel's Policy regarding fraud and corruption risk management – June 2019
8. 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;
9. Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;
10. [local legislation with regards to sexual harassment at the workplace or equivalent];

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>.

### **2.4 Definitions**

The following definitions apply to this contract:

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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.

11. The tenderer: The natural person (m/f) or legal entity that submits a tender.
12. The contractor / building contractor: The tenderer to whom the public contract is awarded.
13. The contracting authority: Enabel, represented by the Resident Representative of Enabel in Uganda.
14. 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;
15. Procurement documents: Contract notice and Tender Specifications including the annexes and the documents they refer to;
16. 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;
17. 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.
18. 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;
19. 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;
20. 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;
21. The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
22. 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;
23. 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 public 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;

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

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

## **2.5 Confidentiality**

### **2.5.1 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.

### **2.5.2 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>

## **2.6 Deontological obligations**

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

For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour 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.

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  
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be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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

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

The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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

## **2.7 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.

See also point 'Claims and requests' (Article 73 of the Royal Decree of 14 January 2013).

## 3 Modalities of the contract

### 3.1 Type of contract

This contract is a public works contract (Design and build).

### 3.2 Scope of the contract

#### 3.2.1 Subject-matter of procurement

This public contract consists in the **development of designs, implementation of Pilot Climate Responsive Prefabricated classroom blocks and Teacher Houses works and supplies for furniture in selected Schools in Uganda (Rwenzori - Kibuye Senior Secondary School and Busoga - St. Steven's S.S, Budondo, in conformity with the conditions of these Tender Specifications.**

#### 3.2.2 Lots

The public contract has **2 lots**, each of which is indivisible. The tenderer may submit a tender for one lot, or the two lots. A tender for part of a lot is inadmissible.

The description of each lot is included in part 1' technical specifications of the tender document.

The lots are:

Lots	Description of the lot
Lot 1	Develop designs, implement the pilot Climate Responsive Prefabricated classroom blocks and teacher housings, and supply furniture at Kibuye SS as a TURNKEY project.
Lot 2	Develop designs, implement the pilot Climate Responsive Prefabricated classroom blocks and teacher housings, and supply furniture at St. Steven's Budondo SS as a TURNKEY project

In case one tenderer is awarded both lots, the tenderer shall be required to provide 2 different designs for the Contracting Authority to choose a design per school (per lot) regarding the design.

#### 3.2.3 Items

Each lot of this public contract consists of the items mentioned in the tender document.

Lot	Item	Description
Lot 1	1	3 Classroom block
	2	4 Unit staff House

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Lot 2	1	3 Classroom block
	2	4 Unit staff House

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

### 3.2.4 Variants

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

### 3.3 Duration of the public contract

**For each lot**, the contract starts the day after receipt of award notification letter and last up to final acceptance date.

The implementation period, for each lot, starts the date of inception meeting and site handover and has a duration of 12 calendar months up to provisional acceptance. For each of the lots, the Defects Liability Period (DLP) shall commence thereafter and last 365 calendar days.

## 4 Specific contract conditions

### 4.1 Definitions (Art. 2)

The following definitions apply to this contract:

- Managing official: The official or any other person who manages and controls the performance of the public contract;
- Performance bond: Financial collateral given by the contractor to ensure he will fulfil his obligations until final and good performance of the 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;
- 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;

### 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 are entrusted to Mr. Waibale Frank, Email: [frank.waibale@enabel.be](mailto:frank.waibale@enabel.be) and assisted by Mr. Leysen Joeri, the project manager, [Joeri.leysen@enabel.be](mailto:Joeri.leysen@enabel.be)

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 point 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

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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.

The contractor may not sub-contract, sub-lease, delegate or transfer in any way the whole or more than 30 per cent (of the value) of the works.

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:

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- 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 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**

### **4.6.1 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.

### **4.6.2 Processing of personal data by the contractor**

#### **PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)**

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

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

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

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

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

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

#### **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.

The contractor also takes out any other insurance policy imposed by the procurement documents.

§ 2. Within thirty 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)**

For each lot, the performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

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

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

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

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible: [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and forward it by e-mail to [info.cdcck@minfin.fed.be](mailto:info.cdcck@minfin.fed.be)

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

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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.

Proof is provided, as appropriate, by submission to the contracting authority of:

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

2° a debit notice issued by the credit institution

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

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

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

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

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

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

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

1° For 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 must comply in all aspects with good practice.

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#### **4.11 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 plans that has served as the basis for awarding the contract. 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.

#### **4.12 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.

##### **4.12.1 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.

##### **4.12.2 Master plan**

The building contractor undertakes to deliver a master plan to be approved by the contracting authority and its advisors within 15 calendar days following notification of contract conclusion.

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

The master plan will be updated at least every month and must be consistent with the construction planning. It will be aligned with the construction planning and will be based on the same document.

The contractor will be sole manager of the planning of all activities required to perform this contract.

In particular he 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 deadlines 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,
- etc.

#### **4.12.3 Performance documents**

These plans take into account the Tender Specifications and technical provisions, the design drawings of the project developer and general architecture plans, stability plans and special techniques plans annexed to these Tender 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):

- Upgrade foundations in view of works planned
- Stability: plans for slabs, posts and beams, stairs or any prefabricated component
- Sealing
- Finishing of rooms (walls, floor and ceiling)
- Inside and outside drainage
- List of stones
- Roof covering, roof carpentry
- Façades
- Partition walls
- False ceilings
- Furniture based on tender documents
- Lights layout plan
- Plan of metal joinery (banisters, handrails, gangway, porch)
- Outside joinery, List of inside joinery
- Plan of special techniques

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

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Samples of ironware, heating, electricity or plumbing fixtures or any similar pieces will be submitted for approval to the managing official who will, for that purpose, refer to the project developer's advice and the approved model will remain on the construction site until the placement of the last piece of its kind.

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.
- Colour shade cards of determine the choice of colour
- Test reports, technical manuals, technical approvals, technical.
- Products or equipment used for this contract.

#### **4.12.4 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 technical files including:

- Technical specifications with brands names, types, origins of the equipment installed
- User's manual explaining the functioning of all equipment
- Maintenance manual explaining everything that needs to be done for the maintenance and care of the equipment (regular control & maintenance list and codes of spare parts)
- And test reports, turning and adjustment reports.

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

#### **4.13.1 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.

#### **4.13.2 Revision of prices (Art. 38/7)**

For this contract, price revisions shall be permitted.

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

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To calculate the price revision, the following formula applies:

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

Where:

Pr = Price after revision

Po = Price quoted in the tender

Io = Index for the month in which the Contract enters into force;

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

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

The price revision may only be applied if the price increase or decrease following the request or if the price revision request amounts to at least 3% of the price quoted in the tender (for the first price revision) or of the last price revised or imposed (as of the second price revision). The total revision under this clause shall be subject to a ceiling of plus or minus 15% of the price quoted in the tender.

**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.

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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 on the basis of 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 on the basis of 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 unit or global prices;
- The quantities to be implemented for the existing items and for any new items;
- If appropriate, the tenders of subcontractors or suppliers consulted;

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- Any other documents he or she deems pertinent.

After executing the works and at the latest upon establishment of the final settlement of 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 having 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 a maximum compensation figure.

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

#### **4.14.1.1 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.

#### **4.14.1.2 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, in accordance with 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.

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

As a 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 request of the contractor will be considered not having been made. A new request is made when the product is fit for 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 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.

#### **4.14.1.4 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.

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

The implementation period, for each lot, starts the date of inception meeting and site handover and has a duration of **12 calendar months** up to provisional acceptance. For each of the lots, the Defects Liability Period (DLP) shall commence thereafter and last **365 calendar days**.

#### **4.16 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'.

#### **4.17 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 always keep available to the contracting authority, at a location designated by the latter, a list, updated daily, 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 managing officials appointed by the building contractor for the performance of this contract with the contracting authority will have to master the following languages: English.

#### **4.18 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.

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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.

The building contractor shall supply a purpose-made notification billboard for this construction site with dimensions and following the model offered by the contracting authority 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 contracting authority.

#### **4.19 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 his workshops and factories and on the premises of his 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, for the purposes of monitoring 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 by means of a written report.

##### **4.19.1 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 on a daily basis 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 used and equipment out of service.
- Unforeseen events.

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- Amending orders of minor impact.
- The attachments and quantities performed for each item and in each zone of the construction site. The attachments constituting 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.

#### **4.20 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 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.

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

#### **4.21 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.

#### **4.22 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 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 him 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.

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Moreover, in case of suspicion of fraud or of 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.

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

The contractor is 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 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.

#### **4.22.2 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 250 for every calendar day of non-performance:

- Non-delivery of administrative and technical documents such as acceptance reports: 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 to 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's via the managing official: Where the lists of observations result from construction site visits, in particular for painting orders, or upon acceptance, have not been fulfilled by

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the time set by the managing official, the contractor will be penalised 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 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.

#### **4.22.3 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.

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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 of the fines relating to each partial period of P working days shall be:

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

#### **4.22.4 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.

#### **4.22.5 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 a three-year period. The contractor in question will be given the opportunity 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 the works during performance. The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

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

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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 building contractor.

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 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.

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.

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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.

#### **4.24 Price of the public contract in case of late performance (Art. 94)**

The price of the works performed during a period of delay attributable to the building contractor will be calculated in accordance with whichever of the following procedures proves the more advantageous to the contracting authority:

- by assigning to the constituent elements of the prices contractually specified for revision the values applicable during the period of delay in question; or
- by assigning to each of these elements an average value (E) established as follows:

$$E = \frac{e_1 \times t_1 + e_2 \times t_2 + \dots + (e_n \times t_n)}{t_1 + t_2 + \dots + t_n}$$

where,

e1, e2, ... en, represent the successive values of the element in question during the contractual period, which may be extended insofar as the delay is not attributable to the building contractor;

t1, t2, ... tn, represent the corresponding periods for applying these values, expressed in months of 30 days, each fraction of a month being ignored and the periods of suspension of performance of the contract not being taken into consideration.

The value of E is calculated to the second decimal place.

#### **4.25 Terms and Conditions of 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 shows 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 EUR .... (amount in words).' and the reference UGA22008-10074 as well as the name of the managing official (Mr. Waibale Frank). The invoice that does not include this reference cannot be paid.

The invoice address is:

Tabitha Nandera  
Financial Controller  
[tabitha.nandera@enabel.be](mailto:tabitha.nandera@enabel.be)  
Enabel in Uganda

Payment shall be made in instalments (progress payment) after approval of each deliverable and receipt of related invoice as follows:

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Phase 1	Preliminary and Detailed Design (lump sum contract)	30%payment of the total contract amount shall be paid at this phase.
1/a	Inception Report	10%
1/b	Concept design	30%
1/c	Preliminary Design and Detailed Design including Contracting authority's review	40%
1/d	Final Design	20%
Phase 2	Construction, contract Management, and Site Supervision (Lump sum paid based on physical progress)	70%payment of the total contract amount shall be paid at this phase
2/a	Construction and site supervision	90% Pro rata basis according to Physical progress up to Practical handover of facilities to the client.
2/b	Defects Liability and Warranty Period	10% after successful completion of the defect's liability period and final handover of facilities to the client.

Payment shall be by bank transfer only.

**Advance payment:**

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

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

1° if the successful tenderer is a micro-enterprise, i.e. an enterprise that employs fewer than ten (10) people and whose annual turnover or annual balance sheet total does not exceed two million euros (2M euro), the percentage to be taken into account is twenty per cent (20%);

2° if the successful tenderer is a small business, i.e. a business that employs fewer than fifty (50) people and whose annual turnover or annual balance sheet total does not exceed ten million euros (10M euro), the percentage to be taken into account is ten per cent (10%);

3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty million

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euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%).

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

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

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

#### **4.26 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 Procurement procedure

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

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

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

### 5.1 Award procedure

This contract is awarded in accordance with Article 41 of the Law of 17 June 2016 via a Direct Negotiated Procedure with Prior Publication.

### 5.2 Publication

#### 5.2.1 Enabel publication

These Tender Specifications are posted on the website of Enabel <https://www.enabel.be/content/enabel-tenders> and on a local newspaper publication. Such publication constitutes an invitation to tender.

### 5.3 Information

The awarding of this contract is coordinated by the Contract Service Centre of Enabel Uganda. 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.

Until 15 days before the deadline for submission of tenders<sup>7</sup>, prospective tenderers may ask questions about the Tender Specifications and the contract in accordance with Article 44 of the Royal Decree of 1 July 2011. Questions will be in writing by e-mail to **UGA\_CSC\_CONTRACTS@enabel.be** with copy to **aisha.mirembe@enabel.be** The e-mail comprising the question shall indicate in the subject the procurement procedure reference number and the contract title, as stated on the cover page of these tender specifications. They

will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above.

**Note:**

Minutes from the pre-bid meeting shall be accessed through the Enabel website and the mailing list. Tenderers are expected to monitor the website for new information published.

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

**The Contracting Authority shall organize a compulsory site visit and information session 15 days before final submission at the time and location specified below.**

<p><b>Lot 1:</b> Develop designs, implement the pilot Climate Responsive Prefabricated classroom blocks and teacher housings, and supply furniture at Kibuye SS as a TURNKEY project.</p>	<p>14<sup>th</sup> January,2025 at 10:00AM at the school</p>	<p>Kibuye SS in Kyegegwa District on Kampala Fort Portal Highway approximately 200km from Kampala Central business district.</p>
<p><b>Lot 2:</b> Develop designs, implement the pilot Climate Responsive Prefabricated classroom blocks and teacher housings, and supply furniture at St. Steven’s Budondo SS as a TURNKEY project</p>	<p>16<sup>th</sup> January,2025 at 10:00AM at the school</p>	<p>St. Stephens SS – Budondo in Jinja district approximately 90km from Kampala central business district.</p>

**NOTE**

**Incase the company is international; it shall have a representative in Uganda who shall attend the site visit.**

**A tenderer shall not be allowed to tender for this procurement if they also participate in the tender for (UGA22008-10072). Public procurement contract for provision of consultancy services for follow-up of pilot project for Climate Responsive Prefabricated School Facilities at Kibuye SS, Kyegegwa, and St Stephens-Budondo, Jinja.**

The tenderer is to submit his tender after reading and considering any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

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## **5.4 Preparation and submission of tenders**

### **5.4.1 Preparation of tenders**

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

#### **5.4.1.1 Content of tenders**

The tenderer must use the tender form in annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

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

The tender shall contain the following parts:

#### **1. Administrative Proposal**

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Articles of Association
- Power of attorney
- Certificate of incorporation/ registration
- Financial Identification Form
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Subcontractor form
- Financial capacity form
- Signed CVs for the key experts

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

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

#### **2. Technical Proposal**

The technical proposal may be presented in free format. It shall not exceed ten pages, not counting the CVs. It shall respect the following page limit and structure:

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- Technical methodology
- Project management
- Non-disruption strategy

### **3. Financial Proposal**

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

#### **Determination, components and price adjustments**

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

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

#### **Elements included in the price**

The tenderer is to include in the unit and global prices of the works contract all costs, measures and charges generally inherent to the performance of the contract, except for the value-added tax.

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;

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7° Customs and excise duties;

All prices are DDP as indicated in Part 1 of the technical specifications (INCOTERMS 2020).

#### **5.4.1.2 Validity of tenders**

The tenderers remain bound by their tender for a period of 120 calendar days from the tender reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

#### **5.4.2 Submission of tenders**

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

The tenderer submits his tender as follows:

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

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

It shall be submitted:

a) By mail (standard mail or registered mail)

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

**Enabel Uganda**

**Contract Service Centre**

**Lower Kololo Terrace, Plot 1B**

**PO Box 40131 Kampala – Uganda**

OR

b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 8:30 am to 13:30 pm and from 2:00 pm to 5:00 pm (see the address given under point a) above).

Tenders shall be received by the Contracting Authority **no later than 24th January 2025, 15:00, Kampala Time**. **Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)**

##### **5.4.2.1 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

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subject-matter and the scope of the changes must be given in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, if 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.

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

## 5.5 Opening and evaluation of Tenders

### 5.5.1 Opening of tenderers

The opening of tenders will take place on the day of the final date for receiving tenders indicated above. Tenders not received before this time will be rejected. The opening will take place behind closed doors.

### 5.5.2 Evaluation of Tenders

#### 5.5.2.1 Selection of tenderers

##### Exclusion grounds

The mandatory and optional exclusion grounds 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 70 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.

##### Selection criteria

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

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over
Minimum Standard	Lot 1: Minimum average annual turnover of 120,000 EUR during the past three financial years Lot 2: Minimum average annual turnover of 120,000 EUR during the past three financial years

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	In case the tenderer bids for more than 1 lot, the turnover requirement shall be cumulative.
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
2.1	Sufficient experience in green construction and prefabricated structures
Minimum Standard	Minimum of 1 assignment within the scope of the Lot, each of which is at least 100,000 Euros were totally and successfully completed in the last 3 years. If a tenderer bids for 2 lots, the minimum assignment shall be 2.
2.2	Sufficient human resources
Minimum Standard	<b>For each of the lots</b> , minimum of 1 Staff Member for each of the Profiles defined in the Technical Specifications
2.3	Sufficient technical equipment
Minimum Standard	<b>For each of the lots</b> , minimum of equipment as per the quantities per type as defined in the technical specifications

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

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.
- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

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

#### **Regularity of tenders**

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

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

The formally and materially regular tenders will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be  
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conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

**5.5.2.2 qualitative and financial evaluation of tenders**

**Award Criteria**

**Criteria 1: Qualitative Award criteria: 70%**

The tenderer proposes a technical methodology, and a project management plan based on the instructions given in the technical specifications. They are subject to evaluation according to the following sub-criteria:

N.	Qualitative Award Criteria	Max. Points: 70
1.	<p>Technical methodology (Work processes, techniques, strategy)</p> <p><b>a) Work Process &amp; Techniques (24 points)</b></p> <ul style="list-style-type: none"> <li>• <b>CO2 Emission Reduction:</b> The methodology shall clearly describe techniques or technologies that shall reduce CO2 emissions by at least 50% compared to conventional buildings. This may involve:  Use of alternative, eco-friendly construction materials <b>(4 points)</b>.  Low-carbon construction techniques or processes (e.g., prefabrication on site to reduce transportation emissions) – <b>(4 points)</b>.  Efficient energy use in construction – <b>(3 points)</b></li> <li>• <b>Reduction in Concrete and Cement Usage (8 points)</b>  The contractor shall propose methods to reduce the amount of concrete and cement by at least 50%, such as:  Utilizing eco-friendly alternatives (e.g., earth blocks, recycled materials, stabilized soil blocks) - <b>(4 points)</b>.  Minimizing the volume of concrete used in foundations and structural elements - <b>(4 points)</b>.</li> </ul>	<b>30</b>

	<ul style="list-style-type: none"> <li>• <b>Use of On-site Natural Resources (5 points)</b> The contractor shall show how well they incorporate at least 20% of available on-site natural resources (rocks, soil, waste organics, etc.) into the building process: Techniques for integrating on-site materials into the structure - <b>(2.5 points)</b>. Reducing the need for externally sourced materials - <b>(2.5 points)</b>.</li> <li><b>b) Strategy (6 Points):</b> <ul style="list-style-type: none"> <li>• The contractor must develop a plan to evaluate the availability and suitability of site materials and propose a sustainable strategy for using these resources efficiently - <b>(2 Point)</b></li> <li>• Tools like the EDGE app or equivalent are used to quantify and verify these reductions. The strategy shall outline how you shall monitor and measure CO2 emissions during and after construction -<b>(2 Point)</b>.</li> <li>• The strategy shall show how proposed materials shall be incorporated into the design while ensuring structural integrity. Innovative solutions that still meet building safety standards should be highlighted – <b>(2 Point)</b></li> </ul> </li> </ul>	
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2.	<p>Project Management Proposal (Work Plan, Timetable of Activities, and Risks Management)</p> <p><b>a) Work Plan &amp; Timetable of Activities - (22 points)</b></p> <ul style="list-style-type: none"> <li>• <b>Sustainable Sourcing (Wood, Local Content – labor &amp; Equipment) - (7 points)</b> The project plan must detail how the contractor shall source and deploy materials, labor, and Equipment while ensuring that at least 60% of materials are local and that all wood is sustainably sourced (FSC or PEFC certified). The work plan shall include: Sourcing and scheduling timelines for labor</li> <li>• <b>Equipment, and Materials - (5 points)</b> Supplier management and logistics/procurement plans to ensure that materials are delivered on time- (2 points).</li> <li>• <b>Design Life (5 points)</b> The contractor must present a detailed timeline and strategy to ensure the proposed prefab buildings have a design life of at least 50 years. This includes: Selecting durable materials (e.g., long-lasting roof, walls, floors) <b>(2.5 points)</b>. Preventive maintenance schedules and warranty plans to ensure longevity <b>(2.5 points)</b>.</li> </ul>	<b>30</b>
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	<ul style="list-style-type: none"> <li>• <b>Fire Resistance (5 points)</b> The work plan must show how the contractor shall meet fire resistance standards (at least 45 minutes). This involves: Selection of fire-resistant materials <b>(2.5 points)</b>. Scheduling the installation of fire prevention elements (e.g., fire-rated walls, doors) <b>(2.5 points)</b>.</li> </ul> <p><b>b) Risk Management: (8 points)</b></p> <p>The risk management section shall include a fire safety plan, addressing potential fire hazards during construction and after completion. It shall also explain how the fire resistance of materials shall be tested and verified.</p> <ul style="list-style-type: none"> <li>• The plan shall include potential risks to the lifespan of the building, such as material wear and tear, and environmental impacts (e.g., rain, wind), and propose risk mitigation measures (e.g., regular inspections, weather-resistant coatings) <b>-(3 points)</b></li> <li>• The contractor shall address the risks associated with sourcing, such as delays in local supply chains or unavailability of certified wood, and propose mitigation strategies (e.g., multiple suppliers, and material substitutions) <b>-(3 points)</b></li> <li>• The contractor shall bring out site-specific risks including mitigation measures – <b>(2 points)</b></li> </ul>	
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3.	<p><b>Non-Disruption Strategy</b></p> <ul style="list-style-type: none"> <li>• A plan to be developed to show how the work will go on with minimum interruption of the school operations: <b>(5 points)</b></li> <li>• Teacher Housing and Classroom Design Compliance to requisite standards: <b>(5 points)</b></li> </ul>	10
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Only tenders with scores of at least 45 points out of 70 points qualify for the financial evaluation.

- **Criteria 2: Price: 30 %.**

With regards to the ‘price’ criterion, the following formula will be used:

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

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## **Final score**

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

## **5.6 Award and Conclusion of Contract**

### **5.6.1 Awarding the contract**

The lots of the procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot.

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

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

The contracting authority maintains the right to award only a certain lot or certain lots.

### **5.6.2 Concluding the contract**

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

Notification is via e-mail.

So, the full contract agreement consists of a procurement 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.
- Any later documents that are accepted and signed by both parties, as appropriate.

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



## 6 Annexes

### 6.1 Technical documents

The following documents shall be annexed to the tender document

- Standard specifications for the works – Ministry of Works

### 6.2 Contractual Documents

#### Model Performance Bond

*Only for the successful tenderer:*

Bank X

Address

Performance bond n° X

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

X, address (the “Bank”)

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

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

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

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

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

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

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

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Done in X

on X

Signature:

Name:

## 6.3 Procedural Documents – Tender Forms

### 6.3.1 ADMINISTRATIVE PROPOSAL

#### Legal Identification forms

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

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	COUNTRY
DATE	SIGNATURE

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

## Legal person entity private/public legal body

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

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

## Public law entity

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

- ① National denomination and its translation in EN or FR if existing.
- ② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.
- ③ Registration number in the national register of companies. See table with corresponding field denomination by country.

**Financial identification form (Kindly provide the bank letter confirming the account details)**

**BANKING DETAILS**

ACCOUNT NAME <sup>8</sup>

IBAN/ACCOUNT NUMBER<sup>9</sup>

CURRENCY

BIC/SWIFT CODE

BANK NAME

---

**ADDRESS OF BANK BRANCH**

STREET & NUMBER

TOWN/CITY

POST CODE

COUNTRY

**ACCOUNT HOLDER'S DATA**

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POST CODE

COUNTRY

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<sup>8</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>9</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

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NAME & SIGNATURE OF ACCOUNT HOLDER  
(Obligatory)

DATE (Obligatory)

### **Declaration on honour – exclusion criteria**

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europeennes-ue>  
[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/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)

For

Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%3%A9sorerie/contr%3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%3%A9sorerie/contr%3%B4le-des-instruments-1-2)

8) If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.  
Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing: .....

## Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

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

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

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

Place, date

## Economic and financial capacity Form

### Financial Statement

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

<b>Financial data</b>	<b>Year- 2</b> <b>€ or NC</b>	<b>Year- 1</b> <b>€ or NC</b>	<b>Last year</b> <b>€ or NC</b>	<b>Average</b> <b>€ or NC</b>
Annual turnover, excluding this public contract				

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

## Technical and professional capacity form

### List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	(min.1 @ 100,000 EUR)	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

### Certificates of completion

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form the certificates of completion/acceptance (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

### Technical team

The tenderer must complete the **table hereunder**. He must provide in his offer the **CVs of the key experts (the team leader and experts) proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) must fulfil the profiles as requested in the ToRs. Each CV should be no longer than 3 pages.

**Lot 1: Develop designs, implement the pilot Climate Responsive Prefabricated classroom blocks and teacher housings, and supply furniture at Kibuye SS as a TURNKEY project.**

Name of expert	Proposed position	Academic qualifications	Years of general experience	Years of specific experience
	Team lead Building engineer			
	Expert in sustainable bioclimatic architecture			

Procurement reference number: UGA22008-10074

	Sociologist			
	Researcher			
	Quantity Surveyor			

**Lot 2: Develop designs, implement the pilot Climate Responsive Prefabricated classroom blocks and teacher housings, and supply furniture at St. Steven’s Budondo SS as a TURNKEY project**

Name of expert	Proposed position	Academic qualifications	Years of general experience	Years of specific experience
	Team lead Building engineer			
	Expert in sustainable bioclimatic architecture			
	Sociologist			
	Researcher			
	Quantity Surveyor			

### 6.3.2 TECHNICAL PROPOSAL

The technical proposal may be presented in free format, but it shall include the technical methodology as per the evaluation criteria and project management.

#### Subcontractors

Name and legal form	Address / Registered office	Object

### 6.3.3 FINANCIAL PROPOSAL

#### Tender Forms – prices

#### **Lot 1: Develop designs, implement the pilot Climate Responsive Prefabricated classroom blocks and teacher housings, and supply furniture at Kibuye SS as a TURNKEY project**

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions. The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

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

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

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.

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

<b>Lot 1</b>	<b>Description</b>	<b>Lump-sum prices exc. VAT*</b>
1.	Phase I: Preliminary & detailed design	€
2.	Phase II: Construction, Contract Management & Site Supervision	€
Sub Total		€
VAT percentage (if applicable):		...%
<b>Grand Total</b>		<b>€</b>
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda		

**Note: The tenderer shall attach separately the detailed breakdown of the financial offer stated in this financial offer form**

Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Position: .....

Signature: .....

Procurement reference number: UGA22008-10074

**Tender Forms – prices**

**Lot 2: Develop designs, implement the pilot Climate Responsive Prefabricated classroom blocks and teacher housings, and supply furniture at St. Steven’s Budondo SS as a TURNKEY project**

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions. The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

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

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

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.

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

<b>Lot 2</b>	<b>Description</b>	<b>Lump-sum prices exc. VAT*</b>
1	Phase I: Preliminary and detailed design	€
2.	Phase II: Construction, Contract Management & Site Supervision	€
Sub Total		€
VAT percentage (if applicable):		...%
<b>Grand Total</b>		<b>€</b>
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda		

**Note: The tenderer shall attach separately the detailed breakdown of the financial offer stated in this financial offer form**

Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Position: .....

Signature: .....

Procurement reference number: UGA22008-10074