



Tender Specifications TAN180351T-10048

Public contract for the supply of laboratory equipment, installation and commission of the Beekeeping Laboratory Equipment at TAWIRI in Arusha, Tanzania.

Direct Negotiated Procedure with Prior Publication

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1 General remarks

1.1 Derogations from the General Implementing Rules

Section 4, 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate Article 26 of the General Implementing Rules GIR (Royal Decree of 14 January 2013).

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract Enabel is represented by Koen Goekint Resident Representative of Enabel in Tanzania.

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

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

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

- 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 2003³, 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;

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

- 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 Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- local legislation with regards to sexual harassment at the workplace or equivalent

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;

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

⁵ Belgian Official Gazette of 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette of 9 May 2017.

⁸ Belgian Official Gazette of 27 June 2017.

The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by the Resident Representative of Enabel in <<Tanzania>>;

The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

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

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

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

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

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract;

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

Processor (subcontractor) in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

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

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

1.6 Confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL

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

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

1.7 Deontological obligations

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

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

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

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

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

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

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

1.8 Applicable law and competent courts

The contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of the public contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Subject-matter and scope of the public contract

2.1 Type of contract

Public supplies contract.

2.2 Subject-matter of procurement

This procurement contract pertains to the supply, installation and commissioning of the National Beekeeping Laboratory located at Tanzania Wildlife Research Institute (TAWIRI) in Arusha in conformity with the conditions of these tender documents.

2.3 Lots

The contract is not divided into lots.

Dividing the contract into lots would make execution more complex, whereas the Contracting Authority wishes to entrust all the services linked to the management of the training and after-sales service to a single partner in order to benefit from personalised support.

2.4 Items

The contract consists of the following items (see also Part 2 Terms of reference):

1. HPLC – with RI and DAD detectors
2. Digital Refractometer
3. UV Spectrophotometer/ Lovibond
4. Bench Top Digital PH meter
5. Muffle Furnace
6. Oven
7. Fluorescent microscope with Mounted Camera Binocular
8. Chemical Laboratory Fume hood chamber
9. Freezer (-20)
10. Fridge
11. Centrifuge
12. Entomology Cabinets
13. Autoclave

This procurement contract consists of the items specified in Part 2 (2.1 technical specifications) of this tender document. These items are pooled and form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items.

(See points 3.30 “**Error! Reference source not found.**” and 2.2.1 “**Error! Reference source not found.**”)

These items are grouped and form one single contract. **The tenderer must submit prices for all items of the contract.**

2.5 Duration of the public contract⁹

The contract starts upon award notification and expires and ends with the final acceptance of the supplies (see point “3.12.2 “Delivery Period (Art 116)”

2.6 Variants ♣

The tenderer may not submit a variant. Free variants are forbidden. Any variant proposed will be discarded.

2.7 Option

The tenderer may not submit a variant. Free options are forbidden. The option proposed will be discarded.

⁹ Please note: duration of the contract not to be confused with the period of performance.

3 Procedure

3.1 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.

3.2 Publication

3.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin (via e-notification).

3.2.2 Additional publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be).

This contract is advertised on: <https://btctanzania.wordpress.com>

3.3 Information

The awarding of this contract is coordinated by Mr. Dominique Vermeire.

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 10 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the public contract.

Questions will be in writing to M. Dominique VERMEIRE, Responsible Administration Finance with copy to Koen GOEKINT, Resident Representative and they will be answered in the order received.

The complete overview of questions raised, and answers provided by Enabel will be posted at the latest 6 days before the deadline for the receipt of tenders.

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

The procurement documents can be consulted free of charge at the following internet address: <https://btctanzania.wordpress.com>

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

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

3.4 Tender

3.4.1 Data to be included in the tender

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

The tenderer must use the tender forms given in Part 3.

- a. Identification of the tenderer & Declaration of the Subcontractors
- b. The tender form. will be drawn up a copy which will mention “original”. **The “original” must be submitted on paper (hard copy). The second “copy” MUST be submitted in one or more PDF files on a USB stick.**
- c. The power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium.
- d. In case of a joint venture, the joint tender must specify the role of each member of the tendering party. A group leader must be designated, and the power of attorney must be completed accordingly.
- e. Certification of registration
- f. Certification of clearance with regards to the payments of social security contributions
- g. Certification of tenderer not in bankruptcy
- h. Certification of clearance with regards to the payments of applicable taxes
- i. Declaration on honor
- j. Integrity Statement of the tenderer

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 initial tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

3.4.2 Period the tender is valid

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

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

3.4.3 Determination of prices

All prices given in the tender form must obligatorily be quoted in EURO and rounded off to two figures after the decimal point.

The unit prices and the total prices of each item in the bill of quantities shall be established in accordance with the relative value of these items in relation to the total amount of the tender. All overheads and financial costs, as well as profit, shall be allocated to the various items in proportion to their importance.

The unit and total prices of the contract shall include all taxes to which the prices shall include all taxes to which the contract is subject, except to which the contract is subject, with the exception of value added tax.

For value added tax purposes, it is the subject of a special item in the inventory.

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 actually performed.

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

3.4.4 Elements included in the price

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

The following are in particular included in the prices:

1° packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;

2° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;

3° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;

4° assembly and taking into operation;

5° User training required for use (including the cost of materials provided).

Where applicable, the measures imposed by occupational safety and worker health legislation;

7° customs and excise duties;

<<8° the guarantee of the equipment and any extension offered

All prices are DDP (Delivered Duty Paid) Incoterms 2020. The supplier is responsible and assumes responsibility for the entire process of delivering supplies to the final destination

3.4.5 How to submit tenders?

The tenderer may only submit one tender only per contract.

The tenderer submits his tender as follows:

- The tender will be drawn up a copy which will mention **“original”**. **The “original” must be submitted on paper (hard copy). The second “copy” MUST be submitted in one or more PDF files on a USB stick.** Each tenderer may only submit one tender. Tenderers must also include a copy of the price schedule in excel on the USB stick.
- The tender and all accompanying documents must be numbered and signed (**original hand-written signature**) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document.
- The representative must clearly state that he/she is authorized to commit the tenderer.
- If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.
- Tenders shall hand deliver their bids directly to:
Resident Representative,

- Against a signed and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.
- The tenders must be in the possession of the contracting authority before **July 5th, 2023, at 16:00 pm East Africa Time.**

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

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

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

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

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

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

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

The withdrawal must be pure and simple.

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

3.4.7 Opening of Tenders

The tenders will be opened behind closed doors **July 6th, 2023, at 16:00 pm East Africa Time.**

3.5 Selection of tenderers

3.5.1 Exclusion grounds

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

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 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.

With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

3.5.2 Selection criteria

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

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

A tenderer may, if necessary, submit the capacities of other entities, whatever the legal nature of the relations existing between himself and these entities. In that case, (s)he must prove to the Contracting Authority that, for the performance of the contract, (s)he shall have the necessary resources by presenting the commitment of these entities to make such resources available to the service provider. Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group's participants or those of other entities.

3.5.3 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to regularity.

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

In a second phase, the regular tenders will be evaluated as to content by an evaluation commission. 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 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. Maximum 3 tenderers may be included in the shortlist.

Then, the negotiation phase follows. With a 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 contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.5.4 Award criteria ♣

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the following criteria:

- **The price and Installation charges: 80%**

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender} \times 60\%}{\text{Amount of tender A}}$$

The amount taken into account for the comparison will be the total amount of the offer (sum of unit prices multiplied by the estimated quantities).

- **Delivery period: 10%**

With regards to the delivery period criterion, the following formula shall be used:

$$\text{Points tender A} = \frac{\text{Shortest delivery period in days tender} * 30}{\text{Delivery period in days of tender A}}$$

- **Guarantee: 10%**

Any tenderer proposing a guarantee period shorter than the required 12 months will find that his tender does not comply with the special conditions of contract and will be invalid.

A bidder who offers a 12-month guarantee will not be evaluated on this criterion.

Only tenderers proposing an extension of the guarantee period beyond the required 12 months will be assessed on this criterion.

The tenderer may only offer an extended warranty of up to 3 years.

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

One year warranty extension: 5 points

Two-year warranty extension: 7 points

Three-year warranty extension: 10 points

3.5.4.1 Final score

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

3.5.4.2 Awarding the public contract

The contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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

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

3.6 Concluding the public contract

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

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

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

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

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

4 Special contractual provisions

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

These tender documents derogate from Art. 25-33 of the General Implementing Rules. As a deviation from Art. 26, the performance bond may be established as detailed under point 4.7 "Performance bond (Art. 25-33)". These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

4.1 Managing official (Art. 11)

The managing official is Mr. Martin Mgallah, Beekeeping Value Chain Project,

Once the public contract is concluded the managing official is the main contact point for the supplier. 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.

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

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the supplies, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

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

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

4.2 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.

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.

4.3 Confidentiality (Art. 18)

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

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

All parties directly or indirectly involved are therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);

Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, where applicable, to carry out this public contract (particularly regarding the privacy legislation with respect to personal data processing);

Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;

Return, at the first request of the contracting authority, the above elements;

In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. ‘

4.4 Personal data protection

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by the contractor

Where during contract performance, the contractor processes personal data of the contracting authority 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.

4.5 Intellectual property (Art. 19 to 23)

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

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

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

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

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

4.6 Performance bond (Art. 25 to 33)

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, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

By way of derogation from Article 26 the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the

services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

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

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Fill out the following form as completely as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and return it to the e-mail address: info.cdcdck@minfin.fed.be;
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;
- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

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 or the insurance company; or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
- 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
- 5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

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

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

- 1° For provisional acceptance: This is equal to a request to release the first half of the performance bond;
- 2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.7 Conformity of performance (Art. 34)

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

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

4.8.1 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 and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

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

4.8.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

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

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

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

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

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

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance

period is expressed in working days or calendar days;

- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

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

4.8.4 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.

4.9 Preliminary technical acceptance (Art. 42)

Products may not be used if they have not been technically accepted by the managing official or his or her representative.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the contractor, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the contractor replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

Where the contracting authority declares that the product presented is not in the required condition for examination, the acceptance request by the building contractor will be considered not having been made. A new request is made when the product is fit for acceptance.

4.10 Performance modalities (Art. 115 et seq.)

4.10.1 Deadlines and terms (Art. 116)

The supplies must be delivered within a period that is to be expressed in calendar days, which the tenderer mentions in his tender. This period will start from the second working day after the date of dispatch of the Purchase Order. Since the performance period is an award criterion, not including it in the tender will bring about the substantial irregularity of the tender. All days are indistinguishably included in the period.

4.10.2 Quantities to be supplied (Art. 117)

The public contract has fixed quantities.

4.10.3 Place where the supplies must be delivered and formalities (Art. 149)

The supplies will be delivered at the following address:

Tanzania Wildlife Research Institute (TAWIRI)
Box 661,
Arusha - Tanzania

4.10.4 Packaging (Art. 119)

Packaging will become the property of the contracting authority, without the supplier having any claim to compensation in this regard.

4.10.5 Inspection of the supplies delivered (Art. 120)

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the goods, does consequently only count as evidence of taking possession and does not concern the acceptance of the goods.

Acceptance on the premises of the **Tanzania Wildlife Research Institute (TAWIRI)** counts as complete provisional acceptance.

Acceptance implies the transfer of ownership and of risks of damage and loss.

In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

4.10.6 Liability of the supplier (Art. 122)

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under Art. 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier.

4.11 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.

4.12 Means of action of the contracting authority (Art. 44–51 & 123–126)

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

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the 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 the contractor for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the 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.

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.

4.12.1 Failure of performance (Art. 44)

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

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

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

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

§2. 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.

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

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

4.12.2 Fines for delay (Art. 46 and 123)

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

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

4.12.3 Measures as of right (Art. 47 and 124)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects detected.

§2. The measures as of right are:

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

2° Performance under regie of all or part of the non-performed contract;

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

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

4.13 End of the public contract

4.13.1 Acceptance of the products delivered (Art. 64-65 and 128)

A representative of the contracting authority will closely follow up the delivery.

Provisional acceptance

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

Provisional acceptance only will take at the place of delivery mentioned under point 4.10.3 of these Tender Specifications after the complete inspection by the contracting authority of the conformity of the goods and services delivered. It consists, after it has been taken into use, of the verification by the contracting authority of the final result, in other words, it controls whether the delivery corresponds to the clauses and conditions of the Tender Specifications and the tender.

The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

When the supplies will be delivered before or after this date, it is the responsibility of the supplier to inform them by registered mail or electronic mail, ensuring in an equivalent manner the date of dispatch to the managing official and to ask, at the same time, to proceed to reception. Within thirty days of the date of receipt of the supplier's request, a report of receipt or refusal of receipt is drawn up, as the case may be.

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty days.

A 30-day deadline applies for the contracting authority to notify its acceptance or rejection, starting from the date the request for acceptance was received:

4.13.2 Transfer of ownership (Art. 132)

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of GIR.

4.13.3 Guarantee period (Art. 134)

The warranty period commences on the date on which provisional acceptance is given. It lasts one year.

4.13.4 Final acceptance (Art. 135)

Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

4.13.5 Invoicing and payment of supplies (Art. 66 to 72 – 127)

The contractor sends one copy only of the invoices and the contract acceptance report (original copy) to the following address:

**Resident Representative
Beekeeping Value Chain Project (BEVAC)
14/15 Masaki, Haile Selassie Road
Oasis Office Park, 4th Floor
P.O Box 23209
Dar es Salaam, Tanzania**

Only delivery that has been performed correctly may be invoiced.

The contracting authority disposes of a period for verification of thirty days starting on the end date of the delivery, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the supplier.

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

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

The invoice must be in EUROS.

In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

No advance may be asked by the contractor and the payment is made after <<provisional/final>> acceptance of each delivery of a same order.

Payment will be by bank transfer only.

Payments will be made exclusively on the bank account specified by the tenderer in Form1: Identification of the tenderer.

VAT and taxes

The project BEVAC, implemented in cooperation between Enabel and the Ministry of Natural Resources and Tourism (MNRT), is exempted from VAT.

Withholding tax procedure doesn't not apply as this call is related to a work contract.

4.14 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:

Belgian development agency - Enabel
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms Inge Janssens
rue Haute 147
1000 Brussels
Belgium

4.15 Obligations of the contracting authority (Art. 136)

The contracting authority shall:

1° use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier;

2° make not changes to the goods delivered without the written preliminary approval of the supplier.

4.16 Obligations of the supplier (Art. 137 and 138)

The supplier shall:

1° put the supplies at the disposal of the contracting authority within the deadline set in the procurement documents;

2 ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

Where the supplies are completely or partially destroyed during the contact term without the contracting authority being liable, the supplier shall replace these or repair them at his costs within the deadline set.

5 Terms of reference

5.1 General conditions

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning and they must comply with the "Technical forms" on the next page.

The tenderer attaches the following to his tender:

- The technical forms of supplies + options to be delivered dully filled out
- The brochure and/ or technical documentation with photographs relating to the supplies.
- The certificate of origin of the supplies.
- Any supporting document to attest the highest quality standards such as European Conformity certificates (CE marking), ISO norm, CCC, CE, UL, VDE...

The brochure and/ or technical documentation provided should clearly indicate the models offered and the options included, if any, to see the exact configuration. It must be sufficiently clear to permit a comparison between the required specifications and the proposed specifications.

Tenders that fail to identify specific models and specifications may be rejected. The brochure and/or technical documentation to be enclosed by the tenderer will be numbered and must include:

- The number of the item (according to the numbering in the detailed schedules);
- The item description (in accordance with the designations in the detailed schedules);
- The brand and model;
- The proposed item specifications.
- The quality standards with regard to the proposed item.

The brochure and/or technical documentation must include photos provided by the manufacturer or the representative of the equipment manufacturer.

The operator/service manual for each equipment will be written in English and delivered with each equipment.

5.2 Minimum Technical specifications

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words "compliant" or "yes" are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation.

N	EQUIPMENT	2.SPECIFICATIONS REQUIRED	3.SPECIFICATIONS OFFERED	4. Notes, remarks, ref to documentation
1.	<p>High-performance liquid chromatography (HPLC) with Refractive Index (RI) detector and DAD detector</p> <p>Test Parameter:</p> <p>HMF/Reducing sugars/ Sucrose/Fructose, Glucose, Maltose</p>	<p>General specification</p> <ul style="list-style-type: none"> • The bidder must provide a warranty of not less than one year. • The specifications offered by a bidder must be from published document • The brochure must support the specifications • Installation and commissioning should be done by the bidder • The supplier must provide on-site, a (minimum 3-days or more) training course in the safe use of the equipment and in its maintenance apart from installation day, the training should cover practical sample preparation for analysis. • Training for operators on the use of the device, maintenance and software for data processing and reporting and method development. • A training plan must be added to the offer. • The supplier shall provide instruction manuals in video, hardcopy and softcopy (memory stick) for use and maintenance of the equipment in English <p>Technical specification/</p> <p>a) General physical specifications</p> <ul style="list-style-type: none"> • Line voltage 100 – 240 VAC, ± 10 % • Line frequency 50 or 60 Hz, ± 5 % • Ambient operating temperature :4 – 55 °C (32 – 131 °F) or better • Ambient non-operating temperature: -40 – 70 °C (-4 – 158 °F) or better • Humidity < 95 %, at 25 – 40 °C (77 –104 °F) or better <p>b) Quaternary Pump (Minimum Requirements)</p> <ul style="list-style-type: none"> • Number of solvents: 1 to 4 		

		<ul style="list-style-type: none"> • Flow rate range: 0.2 to 10 mL/min. in 0.001 mL/min. increments • Maximum pressure: 600 Bar or better • Pressure pulsation • < 2 % amplitude (typically < 1.0 %) or < 0.3 MPa (3 bar), whatever is greater, at 1 mL/min isopropanol, at all pressures > 1 MPa (10 bar, 147 psi). • Composition range: 0 - 100 % in 0.1% increments, user settable. • Composition precision: typically, < 0.2 % RSD • Flow precision: 0.07% RSD or 0.02 min. SD • Flow accuracy: ± 1% or 10 µL/min • Delay volume 600 – 900 µL, • Extensive diagnostics, error detection and display through. Leak detection, safe leak handling, leak output signal for shutdown of the pumping system. Low voltage in major maintenance areas. • Early maintenance feedback (EMF) for continuous tracking of instrument usage in terms of seal wear and volume of pumped mobile phase with pre-defined and user settable limits and feedback messages. Electronic records of maintenance and errors. <p>c) Solvent Rack and Degasser (Minimum requirement):</p> <ul style="list-style-type: none"> • Integrated Degasser (not a spate unit) with 4 degassing channels • Internal Volume per channel: 1.5 mL <p>d) Autosampler (Minimum requirement):</p> <ul style="list-style-type: none"> • Sample carryover: < 0.004% (40 ppm) • Injection range: 0.1 to 100 µL in 0.1 µL increments with 100 µL up to 600 bar • Precision: typically, < 0.25% RSD • Sample capacity: minimum 100 , 2- 1.5 ml vials in 1 tray or 2 trays • Injection cycle time: 50s or less 		
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		<ul style="list-style-type: none"> • Pressure operating range: up to 600 bar minimum • Overlapped injections for increased productivity • Sample viscosity range 0.2-5 cp • The autosampler design must offer a flow through design with variable injection volume <p>e) Integrated Column Compartment (Minimum requirement):</p> <ul style="list-style-type: none"> • Column compartment should be integrated into the autosampler and not be a separate unit • Thermostatised from 4 to 55 ° C minimum, if it can go to above 55 it will be okay. • Temperature stability: ± 0.1 °C or better • Temperature accuracy: ± 0.5 °C or better • 2 columns up to 25 cm and 4.6 mm ID or better • The module must enable pre column heating and post column cooling • Independent heat exchangers with settable values facilitate two different temperature zones. • Peltier cooling and heating for maximum temperature stability and application flexibility. <p>F) Refractive Index Detector (Minimum specification):</p> <ul style="list-style-type: none"> • Detection type: Deflection method • Short-term noise ±2.5 x 10⁻⁹ RIU • Drift < 200 x 10⁻⁹ RIU/h • Refractive index ranges 1.00–1.75, calibrated • Flow cell 8 µL, 5 bar pressure maximum • Temperature control Ambient +5 °C to 55 °C or above • Flow compatible: 0.1-10 ml/ml 		
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		<ul style="list-style-type: none"> • Time programmable Polarity, peak width • Data rate Up to 37 Hz <p>G) DAD Detector (Minimum specification)</p> <ul style="list-style-type: none"> • Detection type: 1024-element photodiode array • Light source: Deuterium lamp (Equipped with RFID tag that holds lamp typical information) • Wavelength range: 190 – 640 nm • Short term noise (ASTM) Single and Multi-Wavelength: $< \pm 3 \times 10^{-6}$ AU at 230 nm/4 nm • Drift: $< 0.5 \times 10^{-3}$ AU/hr at 230 nm • Linear absorbance range: > 2.0 AU (5 %) at 265 nm • Wavelength accuracy: ± 1 nm • Wavelength bunching: 2 – 400 nm (Programmable in steps of 1 nm) • Slit width- G4212B: 4 nm (Fixed slit) • Diode width ~ 0.5 nm • Signal data rate: 80 Hz • Spectra Data rate: 80 Hz • Wavelength: 230 nm/4 nm with Reference Wavelength 360 nm/100 nm, • Slit width 4 nm, TC 2 s, (or with RT = 2.2 * TC), ASTM • Max-Light Cartridge Cell (10 mm, V(σ) 1.0 μL) with flow of 0.5 ml/min LC grade water or Max-Light Cartridge Test Cell or Better <p>H) Data system, Computer and Printer (Minimum requirement):</p> <p>The PC comes with:</p>		
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		<ul style="list-style-type: none"> • Microsoft Windows 10 or higher • MS Office Professional 2007 or newer <ul style="list-style-type: none"> • Minimum memory size: 6 GB RAM (or higher if required by the application). • A powerful and recent processor • Minimum hard drive capacity: 2TB • Minimum 4 ports USB • DVD-R/RW station • An optical mouse • A minimum 24-inch TFT display with a resolution of 1280x1024 (or higher) • A color laser printer restaurant / back • A network card (UTP) 100 Mb or more (for connection to the laboratory network) • The software for the control of the integrated HPLC-RI system and DAD system (Instrument control) and for the qualitative and quantitative processing of HPLC_RI data. <p>The control of the integrate system must be possible with only software.</p> <ul style="list-style-type: none"> • Custom calculation functionality from simple statistics to complex multi-level calculations • Report generation making template creation as simple as “drag and drop”. • Simplified custom reports with pre-configured tables, graphics and matrices for easy reuse. • Modern, standards-based dot.net instrument drivers including graphical user interface • Level 4 instrument control to facilitate ongoing bi-directional real time communication. • Data recovery protection. • Result navigation to reprocess arbitrary sets of samples from multiple sequences with one batch. 		
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		<p>I) UPS</p> <ul style="list-style-type: none"> • A Suitable UPS system must be included in the offer in compliance with Tanzania power system and voltage rating. The UPS must be of suitable capacity to protect the system from power surges and dips and to power the system for enough time to enable safe shutdown in the event of a power failure. <p>J) Additional Requirements</p> <ul style="list-style-type: none"> • Manufacturer should have a guarantee of after sales support, availability of spares and consumables will be available for 10 years from date of installation. Proof of this guarantee to be supplied with bid submission <p>K) Accessories and consumables</p> <ul style="list-style-type: none"> • Umber vials, capacity 2ml at least 500 pcs • Normal vials, capacity 2ml at least 500 pcs • LC Columns Suitable for analysis of Sugars – (at least 2 pcs), C18 Columns at least 2pcs • PTFE Frit filter for purge valve, (at least 10 pcs) • Solvent bottle inlet filters (at least 10 pcs) <p>L) Maintenance and repair during the leasing period</p> <p>The candidate supplier undertakes to carry out annual preventive maintenance on the device as well as to intervene in the event of a</p>		
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		<p>breakdown throughout the leasing period and this according to the following minimum conditions:</p> <ul style="list-style-type: none"> • The last preventive maintenance is carried out during the last three months of the maintenance contract. • Preventive maintenance includes all consumables and spare parts. • maintenance of the data system; • post-maintenance functional testing of the system; • Installing software updates; • Unlimited system repair interventions, including labour, parts and travel; • priority in case of repair – intervention within 2 working days, except in cases of force majeure. • Technical support by phone within 24 hours. • Assistance based on technical notes and scientific publications drawn up by the tenderer • PC maintenance, operating system update if necessary and hardware replacement if necessary. <p>The candidate will provide a list of all consumables and parts that are systematically replaced during each interview.</p> <p>M) Installation</p> <ul style="list-style-type: none"> • The initial calibration of the system, as well as all installation tests defined by the supplier's internal procedure, are part of this contract and are carried out after the installation of the device. • It should be noted that the areas obtained and the repeatability during the initial tests will also serve as a basis for the evaluation of 		
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		<p>the maintenance during the entire period of the maintenance contract that begins after the first year of warranty.</p> <ul style="list-style-type: none"> The bidder prepares a detailed installation report and submits it to the contracting authority. This report contains all raw data from the calibration and tests carried out as well as the measurements deduced from them in order to verify that the performance criteria of the device are met 		
2.	<p>UV-VIS spectrophotometer</p> <p>Test Parameter:</p> <p>Diastase activity, color, elements</p>	<p>General information</p> <ul style="list-style-type: none"> The supplier must provide warranty of not less than one year. The specification offered by a bidder must be from published document The brochure must support the specifications. Installation, training, and commissioning should be done by the supplier Service manual / Operation manual in English. Packing list Power cables should be according to Tanzanian standards <p>Features:</p> <ul style="list-style-type: none"> The system shall consist of a computer-controlled; double beam UV/VIS for the analysis a wide range of sample types. <p><u>Technical Specifications (minimum requirement):</u></p> <ul style="list-style-type: none"> The instrument must be capable of multiple data collection modes (single wavelength, scanning and kinetics mode) 		

Other Technical requirements (Minimum specifications)

Light source	Deuterium/Tungsten/xenon
Photometric system	Double bundle
Detector	Silicone photo dio-detector
Monochromator	Double beam, Czerny-Turner monochromator
Wavelength range	190 - 1100 nm
Spectral bandwidth	1 nm or better
Wavelength accuracy	± 0,3 nm min
Wavelength repeatability	± 0,1 nm max
Wavelength scanning speed	3000 nm/min or Better (up to 24000 nm/min)
Lamp interchange wavelength	Automatic
Photometric range	- 4 to 4 A; 0 - 400% T or better
Photometric accuracy	± 0,002 A by 0,5 A ± 0,004 A by 1 A ± 0,006 A by 2 A or better
Baseline stability	< 0,0003 A/h by 700 nm or better

		<table border="1"> <tr> <td>Photometric repeatability</td> <td>< 0,001 A by 0,5 A < 0,001 A by 1 A < 0,003 A by 2 A or better</td> </tr> <tr> <td>Stray light</td> <td>< 0,02% (220 nm) < 0,02% (340 nm) < 1,0% (198 nm) or better</td> </tr> <tr> <td>Baseline flatness</td> <td>± 0,0006 A (190 - 1100 nm)</td> </tr> <tr> <td>Noise level</td> <td>< 0,00005 A (700 nm) or better</td> </tr> <tr> <td>Display</td> <td>LCD</td> </tr> <tr> <td>Interfaces</td> <td>USB</td> </tr> </table>	Photometric repeatability	< 0,001 A by 0,5 A < 0,001 A by 1 A < 0,003 A by 2 A or better	Stray light	< 0,02% (220 nm) < 0,02% (340 nm) < 1,0% (198 nm) or better	Baseline flatness	± 0,0006 A (190 - 1100 nm)	Noise level	< 0,00005 A (700 nm) or better	Display	LCD	Interfaces	USB		
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Noise level	< 0,00005 A (700 nm) or better															
Display	LCD															
Interfaces	USB															
		<p>Computer and Software</p> <ul style="list-style-type: none"> The spectrophotometer should be operated using a desktop computer, connecting via a USB cable. A suitably powerful computer must be included along with the necessary peripherals (Screen, Printer, etc.) <p>Additional Requirements</p> <ul style="list-style-type: none"> Successful bidder will be able to maintain and supply parts to the equipment for at least 5years from date of purchase. This guarantee needs to be available as a published document and should be included in the bid submission. The installation will be completed by a factory trained service engineer. On Site installation and demonstration of performance characteristics as indicated in the manufacturer data sheets provided with the submission of this tender. Installation will include familiarization as well as troubleshooting and maintenance training on the system hardware. 														

		<ul style="list-style-type: none"> • <i>Three days analytical training on use of the machine with full software operation</i> <p><i>Accessories</i></p> <ul style="list-style-type: none"> • <i>Quarzt cuvette with lids, 1cm length – at least 10pcs</i> • <i>Glass cuvette with lids, 1cm length – at least 10pcs</i> 		
S / N	EQUIPMENT	SPECIFICATIONS		
3.	Laboratory fridge	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The bidder must provide a warranty of not less than one year. • The specification offered by a bidder must be from a published document • Installation and commissioning should be done by the supplier • The brochure must support the specifications • Service manual / Operation manual • Power cables should be according to Tanzanian standards <p>Features:</p> <ul style="list-style-type: none"> • Alarm test function • Forced air cooling • Digital temperature display 		

		<ul style="list-style-type: none"> • Efficient refrigeration system • Upward-hinged, detachable unit compartment cover • Serial bus interface used to connect appliances to an external monitoring system <p><u>Technical specification</u></p> <ul style="list-style-type: none"> • Gross capacity, min 300 litres • Product dimensions (H/W/D): Minimum. - 165.0 / 45.0 / 47.0 cm • Smart Monitoring: Retrofittable, connectivity application available • Temperature range: -2 °C to +10 °C • Power supply: 230V 50Hz 		
4.	<p>Digital Refractometer</p> <p>Test Parameter:</p> <p>Moisture</p>	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The supplier must provide a warranty of not less than one year. • The specifications offered by a bidder must be from a published document. • The specifications offered should be supported by a brochure • Installation and commissioning to be done by the supplier. • The supplier/bidder must provide a user instruction manual and maintenance manual of equipment in English. • Power cables shall be according to Tanzanian standards. <p><u>Technical specifications (Minimum requirement)</u></p> <ul style="list-style-type: none"> • High precision Refractometer • Refractometer for measuring the refractive index ND of transparent or sub-transparent liquid or solid substance. • Measuring range: 		

		<ul style="list-style-type: none"> • Refractive index ND: 1.300-1.700; • Brix BX – TC: 0-95 % (± 0.1 %); • Brix BX: 0-95 % (± 0.1 %); • Refractive index ND: ± 0.0002; • Temperature displaying range: 0-50°C. • Voltage: 240V, 50/60 Hz; • Display = digital display 		
5	<p>Oven</p> <p>Function: Drying of Samples</p>	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The supplier must provide warranty of not less than one year. • The specifications offered by a bidder must be from published document. • The specifications offered should be supported by brochure • Installation and commissioning to be done by the supplier. • The supplier/bidder must provide user instruction manual and maintenance manual of equipment in English. • Power cables shall be according to Tanzanian standards <p><u>Technical specifications</u></p> <ul style="list-style-type: none"> • Air forced oven up to at least 300 deg C • Internal Volume minimum 100 liter or more • Internal stainless steel • Digital microprocessor Pid temperature controller • Two shelves 		

6	<p>Benctop pH Meter & Conductivity meter</p> <p>Test Parameter:</p> <p>pH</p>	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The supplier must provide warranty of not less than one year. • The specifications offered by a bidder must be from published document. • The specifications offered should be supported by brochure • Installation and commissioning to be done by the supplier. • The supplier/bidder must provide user instruction manual and maintenance manual of equipment in English. • Power cables shall be according to Tanzanian standards <p><u>Minimum Technical specifications</u></p> <ul style="list-style-type: none"> • High precision pH and Conductivity meter • PH measurement range: -2.000/+20.000pH • pH resolution: 0.001pH • Temperature measuring range: Automatic/-5.0°C to +130.0°C • pH accuracy: +/- 0.002Ph • Temperature resolution: 0.1°C • Temperature accuracy: +/- 0.1°C (with automatic/manual temperature compensation) • mV, relative mV measurement range: -2000.0 to +2000.0mV • LCD display • RS 232 and USB connectivity 		

		<ul style="list-style-type: none"> • Quick and Easy 3 or more points auto. Calibration with calibration guide • Power supply: 100-240V (refer to Tanzanian standard) <p>Accessories</p> <ul style="list-style-type: none"> - pH electrode with glass body – atleast 1 pieces extra or more; - ORP electrode with Epoxy body – atleast 1 pieces extra or more; - Temperature sensor; - Buffer solution pH 4.00, 2500ml – atleast 2 pcs or more; - Buffer solution pH 7.00, 250ml – atleast 2 pcs or more; - Buffer solution pH 10.00, 250ml – at least 2 pcs or more; - Potassium chloride 3 mol/l, 500ml – atleast 1 pcs or more; - Electrode holder 		
7.	Fumehood	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The supplier must provide a warranty of not less than one year. • The specifications offered by a bidder must be from a published document. • The specifications offered should be supported by brochure • Installation and commissioning to be done by the supplier. • The supplier/bidder must provide user instruction manual and maintenance manual of equipment in English. • Power cables shall be according to Tanzanian standards <p><u>Technical specifications (Minimum requirements)</u></p> <ul style="list-style-type: none"> • The gas and water laboratory valves used in the fume hood should be chemical resistant coating and control valves outside the hood chamber. 		

		<ul style="list-style-type: none"> • AC centrifugal fan with minimum speed of 1200 rpm or better • Fume hood front glass, made of Plexiglas and resistant to explosions inside the hood chamber. • The fume hood chamber internal depth of minimum 62 cm and a height of 70 cm • The paint coating should be resistant to chemicals both inside and outside of the fume hood • Wind speed within 0.25m-0.45 m/s adjustable or better • Should have ventilation capacity 450-1600m³/h or better to allow more efficiency in ventilation. • Digital controller of fan speed 		
8	<p>Muffle Furnace</p> <p>Test Parameter:</p> <p>Total ash</p>	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The supplier must provide a warranty of not less than one year. • The specifications offered by a bidder must be from a published document. • The specifications offered should be supported by brochure • Installation and commissioning to be done by the supplier. • The supplier/bidder must provide user instruction manual and maintenance manual of equipment in English. • Power cables shall be according to Tanzanian standards <p><u>Technical specifications (minimum specification)</u></p> <ul style="list-style-type: none"> • The temperature should go to least to 1100 deg C with digital display • Internal Volume minimum 14 litre • Minimum Chambers dimension mm (H*W*D) – (210*220*310) 		

		<ul style="list-style-type: none"> • Digital microprocessor PID temperature controller/sensor (50 - 1100 C) • Two shelves 		
9	Freezer	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The bidder must provide a warranty of at least one year or more. • The specification offered by a bidder must be from published document • Installation and commissioning should be done by the supplier • The brochure must support the specifications • Service manual / Operation manual • Power cables should be according to Tanzanian standards <p>Features:</p> <ul style="list-style-type: none"> • Alarm test function • Forced air cooling • Digital temperature display • Efficient refreezing system • Upward-hinged, detachable unit compartment cover • Serial bus interface used to connect appliances to an external monitoring system <p><u>Technical specification (Minimum requirements)</u></p> <ul style="list-style-type: none"> • Gross capacity, minimum 348 litres • Product dimensions (H/W/D): Minimum 165 / 45.0 / 47.0 cm 		

		<ul style="list-style-type: none"> • Smart Monitoring: Retrofittable, connectivity application available • Temperature range: 0 °C to -22 °C • Power supply: 230V 50Hz 			
10	<p>Fluorescent microscope with Mounted Camera Binocular</p> <p>Test Parameter: Pollen, insects</p>	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The bidder must provide a warranty of at minimum one year or more. • The specification offered by a bidder must be from published document • Installation and commissioning should be done by the supplier • The brochure must support the specifications • Service manual / Operation manual • Power cables should be according to Tanzanian standards <p>Features:</p> <ul style="list-style-type: none"> • Upward-hinged, detachable unit compartment cover • Serial bus interface used to connect appliances to an external monitoring system <p><u>Technical specification (Minimum specifications)</u></p> <ul style="list-style-type: none"> • Type: Binocular • Total magnification: 40 to 1000x or better • Ophthalmic lens: WF 10 x (Field of View 18) or better • Objective lens: a chromate 4 x, 10 x, S 40 x, S 100 x (oil) or better • Type: Tilt angle 45 ° • Focus adjustment: single-axis rough fine motion method (With static and tension adjustment), stroke/2 μm (front and back) 			

		<ul style="list-style-type: none"> • Stage: 132 x 140mm (50mm anteroposterior movement x 76 mm lateral movement mm) • Lighting: LED (Adjustable amount of light) • Capacitor: Abbe type (N.A. 1.25 withs diaphragm filter holder) • Power supply: AC100 to 240 V 50/60Hz • Size: 250 x 360 x 500mm 		
11	<p>High performance bench top centrifuge</p> <p>Function: Separation of samples based on density</p>	<p><u>General requirements</u></p> <ul style="list-style-type: none"> • The bidder must provide a warranty of not less than one year. • The specification offered by a bidder must be from published document • The brochure must support the specifications • Installation, training and commissioning should be done by the supplier • Power cables shall be according to Tanzanian standards • Service manual / Operation manual <p><u>Minimum Features</u></p> <ul style="list-style-type: none"> • Structure/housing: Galvanized steel chases with armored plating • Chamber: Stainless steel • Keys and display: Easy to clean keypad and display surface • Controls: Microprocessor controlled • Internal memory: The recent data is saved • Functions: RCF selection, Temperature control, pre temp with cooling equipped devices • Acceleration/Braking profiles: 9 acceleration and 10 braking curves • Rotor recognition: Automatic 		

		<ul style="list-style-type: none"> • Imbalance recognition: Electronic, contingent on rotor and speed • Lid lock: Automatic lid • Centrifuge Sorvall ST 16/16R • Heat dissipation: Refrigerated • Electrical: 230V, 50Hz, 4778 BTU/h <p><u>Minimum technical specifications</u></p> <ul style="list-style-type: none"> • Speed: 300rpm to 15000 rpm or more • Maximum kinetic energy: < 62.5KJ • Noise level at maximum speed: <63 dB(A) or better • Temperature setting range: -9 to +40oC , min • Dimensions: Refrigerated • Dimensions maximum (width x depth), at least 70cm x 75cm <ul style="list-style-type: none"> • Maximum Weight 100Kg • Table top height: 310mm max <p><u>Accessories</u></p> <ul style="list-style-type: none"> • Rotor and rotor adapters • Minimum RCF max with swing-bucket rotor 4,500 x g • Equipped with a rotor swing bucket of at least 4 x 750ml and should be supplied with the following. <ul style="list-style-type: none"> i. Supplied with at least 4 adapters for 50 ml conical tubes (5 x 50 ml tubes/adapter) ii. Supplied with at least 4 adapters for 15 ml conical tubes (12 x 15 ml tubes/adapter) 		
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		<ul style="list-style-type: none"> iii. Supplied with at least 4 adapters for round bottom tubes 13X100mm (25 tubes/adapter) iv. Supplied with at least 4 adapters for round bottom tubes 12X75mm (25 tubes/adapter) v. Supplied with at least 4 adapters for round bottom tubes 10X175mm (25 tubes/adapter) 		
1 2	<p>Autoclave</p> <p>Function: Sterilization</p>	<p><u>Intended use</u></p> <p>Suitable to sterilize hermetically sealed containers requiring a pressure control to avoid explosions/implosions. Quality control, analysis and general assays on containers and closures. Sterilization procedures where short cycles are needed.</p> <p><u>Minimum specifications/features</u></p> <ul style="list-style-type: none"> • Digital with counter-pressure AES-RFG • Chamber case and lid made of AISI-316L stainless steel. External case and top made of AISI-304 stainless steel or better • To include inlet in chamber for an external validation probe. • Touch Screen color display for easy programming and parameters selection for sterilization process. • Parameters setting: Sterilization temperature, Sterilization time, Additional counter-pressure, Cooling ramp, Cooling temperature, Fo value. • Connection port to the water mains to fill automatically the sterilization chamber and cool it down by internal sprinkle. • Supplied with external or integrated printer 		

		<p>Minimum Dimensional specifications</p> <ul style="list-style-type: none"> • Capacity L- 175 • Useful capacity L- 150 • $\varnothing \times H$ cm- 50 \times 75 • L x D x H cm- 85 \times 76 \times 140 • Temp. °C- 50-130 • Kg- 265, min requirements <p>Minimum Safety features</p> <ul style="list-style-type: none"> • Safety valve. • Safety thermostat. • Door opening prevention system in case of over-pressure. • Open door sensor. • Water level detector. <p>Accessories</p> <ul style="list-style-type: none"> • Cl perforated stainless steel basket (at least 4-baskets) • Software SW8000 or better for operation • Test CT sterilization tapes (at least 5 rolls) • Round sterilization drums for medical instruments (at least 2-pcs) • Stainless steel cylinders for sterilization of petri dishes (at least 5pcs) 		
1 3	Entomology Cabinet	<p>General features</p> <ul style="list-style-type: none"> • Counter-height entomology cabinets 		

		<ul style="list-style-type: none"> • Solid, heavy-gauge welded steel framework • Lift-off reinforced doors • Water Shield cap • Convenient pull-out shelves • Elastomeric Seal for tight, dust-proof protection <p>Minimum Technical Specifications</p> <ul style="list-style-type: none"> i. Cabinet frame of Mild Steel/ steel i. Double door with secure hatch ii. At least 56 Drawers iii. Dimensions: (W x L x H) 521 x 523 x 1508mm iv. Designed to accommodate four styles of entomology drawers (Cornell, USNM, California Academy and Smithsonian styles) 		
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6 Forms

6.1 Identification forms

6.1.1 Natural person

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:412289af-39d0-4646-b070-5cfed3760aed>

I. PERSONAL DATA	
FAMILY NAME(S) ¹⁰	
FIRST NAME(S)	
DATE OF BIRTH	
DD MM YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD PASSPORT DRIVING LICENCE ¹¹ OTHER ¹²	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ¹³	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ¹⁴	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF MAIN REGISTRATION CITY COUNTRY
DATE	SIGNATURE

¹⁰ As indicated on the official document.

¹¹ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

¹² Failing other identity documents: residence permit or diplomatic passport.

¹³ See table with corresponding denomination by country.

¹⁴ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2 Private/public law body with legal form

To fill out the form, please click here:

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

OFFICIAL NAME¹⁵				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION	FOR PROFIT			
TYPE	NON FOR PROFIT	NGO¹⁶	YES	NO
MAIN REGISTRATION NUMBER¹⁷				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN				
REGISTRATION	CITY		COUNTRY	
DATE OF MAIN REGISTRATION				
	DD	MM	YYYY	
VAT number				
ADDRESS OF				
HEAD OFFICE				
POSTCODE	P.O. BOX	CITY		
COUNTRY				PHONE
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

¹⁵ National denomination and its translation in EN or FR if existing.

¹⁶ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

¹⁷ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3 Public-law body¹⁸

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c52ab6a5-6134-4fed-9596-107f7daf6f1b>

OFFICIAL NAME¹⁹	
ABBREVIATION	
MAIN REGISTRATION NUMBER²⁰	
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	

¹⁸ 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.).

¹⁹ National denomination and its translation in EN or FR if existing.

²⁰ Registration number in the national register of the entity.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Regards

6.2 Tender form - Prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications TAN140351T-10048 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 a special item of the inventory, to be added to the tender 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:

Nº	Equipment Name	Unit of measure	Quantity	Unit cost excluding VAT	Total excluding VAT
1	High-performance liquid chromatography (HPLC)	Piece	1		
2	UV-VIS spectrophotometer	Piece	1		
3	Laboratory fridge	Piece	1		
4	Digital Refractometer	Piece	1		
5	Oven	Piece	1		
6	Benchtop pH Meter & Conductivity meter	Piece	1		
7	Fume hood	Piece	1		
8	Muffle Furnace	Piece	1		
9	Freezer	Piece	1		
10	Fluorescent microscope with Mounted Camera Binocular	Piece	1		
11	High performance bench top centrifuge	Piece	1		

N°	Equipment Name	Unit of measure	Quantity	Unit cost excluding VAT	Total excluding VAT
Total excluding VAT					
VAT percentage					%
Total amount VAT including					

Do NOT change this “Financial offer & tender form” and the bills of quantities. Reservations are not permitted. Tenderers must under penalty of substantial irregularity, give prices 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.

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

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.3 Declaration on honour – Exclusion grounds

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

1. The tenderer nor any of its directors was found guilty following an indefeasible judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or financing of terrorism
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer 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 tenderer 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. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their 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 <link>
 - c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
 - d. The tenderer 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 information
 - e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this tenderer 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 tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.
The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

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

The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:

For the United Nations, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

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

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

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

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

Date

Location

Signature

6.4 Integrity Statement of the tenderer

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 of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management 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 contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the contractor from this and other public contracts for Enabel.

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.

Date

Location

Signature

6.5 Selection file – Economic capacity

FINANCIAL STATEMENT

For one of the past three financial years (2020, 2021, and 2022) the tenderer must have achieved a turnover in activities that are directly linked to the works described in these Tender Specifications more than or equal to 300.000 euros (750.000.000 Tanzanian Shilling) **excluding VAT**.

The tenderer must also provide his approved financial statements for the last three financial years or 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.

The tenderer shall submit a report from an audit firm specifying that there was no significant risk of bankruptcy.

6.6 Selection file – Technical aptitude

LIST OF MAIN SERVICES

The tenderer shall attach to his tender the list of main supplies (min. 3) delivered in the last 3 years (among which at least one similar delivery in Africa), including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in delivering those supplies.

In order to be selected for this contract, the tenderer must have relevant certificates of completion relevant similar reference(s) carried out to the highest standard and to the client's full satisfaction, for a minimum amount of [50,000] Euro (incl. VAT) each.

Description of the supplies	Amount involved	Relevant dates in the last 3 years	Name of the public or private bodies	Contact person Identity: Function: Address Tel: e-mail: Fax (optional): ...

6.7 Model of Proof of posting bond

Bank X

Address

Performance bond n° X

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

X, address (the “Bank”)

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

“tender documents Enabel TAN140351T-10048 (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 TAN140351T-10048 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference: Enabel TAN140351T-10048.

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.

Date

Location

Signature