



Request of Price Quote for Supplies

"TZA22003-10185 Soap Making Machines for Training Centres"

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1 Subject-matter of the request

SUBJECT-MATTER OF THE REQUEST	
Soap Making Machines for Training Centres	
ENABEL REFERENCES	TZA22003-10185

2 Instructions to tenderers

CONTACT PERSON AT ENABEL DURING THE PROCEDURE	
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FUNCTION:	Procurement Officer
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INFORMATION REGARDING THE PROCEDURE		
RECEPTION OF TENDERS:	DATE:	20/02/2025 at 12:00pm at the latest
	PLACE:	Alern Mgeni alern.mgeni@enabel.be Cc. procurement.tza@enabel.be
PERIOD THE TENDER IS VALID:		90 days

3 Terms of reference

DELIVERY / PERFORMANCE DEADLINE / DURATION	
Date of delivery:	30 calendar days from date of order
Date proposed by the tenderer.	

CONTACT PERSON AT ENABEL FOR PERFORMANCE	
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3.1 General information

Since 1982, Tanzania has partnered with the Belgian government in cooperation efforts. The Belgian Minister of Development Cooperation approved the Country Strategy for the Belgian Bilateral Cooperation Program in Tanzania 2023-2027 on July 15, 2022. This strategy is set to span five years, with a total budget of 25 million euros. With a focus on maximizing impact and efficiency, the strategy prioritizes specific districts within the Kigoma region. This decision stems from Enabel's established success in the region, a desire to consolidate funds and efforts, and feedback from Tanzanian authorities regarding local needs.

The general objective of the strategy has been defined as follows: *“Young people especially young women, are empowered to thrive in a protective and gender-equal environment, to acquire education and skills, and to pursue decent work opportunities in Kigoma Region”.*

The specific objective thus specifies: *“Girls and young women (14 to 29 years), in targeted districts of Kigoma, are empowered through multiple conducive learning pathways to enjoy decent, greener employment and an increased access to entrepreneurship”.*

The portfolio prioritizes an integrated approach centered entirely on girls and young women, structured around three thematic pillars presented as three result domains within the same holistic intervention, as outlined below.

- The first result domain is focusing on Secondary education for vulnerable youth with a special focus on girls. It will enable young people, especially girls, within the 14-19 years age range, in targeted districts of Kigoma region, to access and complete quality secondary education and training. It will give priority to supporting the access and retention of girls and vulnerable youth who already dropped out or are at risk of dropping out, through creating safer, environmentally friendly and climate-change resilient school conditions and addressing multiple supply-and demand-side barriers, on the one hand, and through enabling improved quality of education in conditions that are more conducive to learning, on the other hand.
- The second result domain is dedicated to Skills development, Employment, and entrepreneurship for decent work, with the ambition to increase opportunities for decent and greener jobs for young people, specifically, women, through skills development, entrepreneurship promotion and business development support. In line with this approach, the Strategy emphasizes both qualitative and innovative vocational education and training (VET) provision, alongside fostering the creation and expansion

of entrepreneurship and decent employment opportunities. Special attention is given to promoting green growth initiatives in response to climate change challenges.

- The third result domain is focusing on supporting a Protective and gender-equal environment. It aims to address the discriminatory social norms and structural barriers that hinder girls and young women in their families, communities, and educational and professional spheres. The goal is to ensure that girls and young women have equal opportunities to pursue education and access increasingly lucrative economic prospects. This involves challenging negative gender norms, particularly by preventing gender-based violence and reshaping power dynamics within households. Furthermore, efforts will be made to enhance girls' and young women's leadership skills by bolstering their self-confidence and establishing connections with support services tailored to their needs.

In relation to the second result domain, the programme will facilitate qualitative and innovative vocational education and training, through enhancing the capacity of the participating institutions to deliver quality relevant training. The programme is working with several vocational training centres in Kigoma to deliver trainings in different areas especially in traditionally male dominated trades and encouraging the participation of girls and young women. To this end therefore Folk Development College (FDC) and VETA Centres will deliver trainings in Carpentry, Computer training, Welding and automotives and therefore will be supported with equipment and tools to ensure quality trainings.

3.2 Description of the supplies

3.2.1 General objectives

The main objective of this assignment is to supply Equipment and tools for Training Centres as highlighted in the table of bill of quantities.

3.2.2 The scope and approach

FDC & VETA Centres in Kigoma have submitted the list of equipment and tools which were verified by VETA HQ and provided to Enabel to facilitate the procurement.

3.2.3 Technical specifications

The specifications are as per described in the table below

3.2.4 Required quantities

Bidders can submit the Quotation based on the below table

S/n	Item	Specification	Unit	Qty	Delivery place
1	Bar soap making and cutting position machine (Complete)	Laundry soap producing line Capacity: 1000kg/h, Soap mold: customize pc and cutting(complete)		1	VETA Kasulu
2	Soap making machine	Extrude 15hp, Mixer 14hp including installation		1	Kibondo FDC

3.2.5 Delivery deadline

After Inspection and approval, the Items must be delivered at respective training centre within 30 working days after award.

3.2.6 Schedule of payments

The payments for this supply to the supplier will be made after delivery.

4 Special contractual provisions

4.1 General remarks

Except when specified otherwise in the order or any related contractual document of the contracting authority, these conditions apply to public contracts for supplies awarded in the name and on behalf of Enabel (contracting authority).

4.2 Conformity of performance

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

4.3 Execution modalities

The supplies must be delivered within a period that is to be expressed in calendar days, which the tenderer shall mention in his tender. This period starts as from the day following the date on which the supplier received the contract conclusion notification letter. 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.

Art. 123 Fines for delay

§ 1 Fines for delay are calculated at the rate of 0.1 per cent per day of delay, with a maximum of seven and a half per cent, of the value of the supplies delivered with the same delay.

In the event of excessive delay, the contracting authority can terminate the public contract and launch another request for price quote and have the goods delivered by another supplier. Any possible extra cost shall be borne by the defaulting supplier.

4.4 Reception of the goods

Fuunderstandroceeded to at the place of delivery without partial acceptance at the place of manufacture.

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

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

4.5 Invoicing and payment

Invoices are established in one copy and respect the stipulations given in the Purchase Order.

The invoice will be sent to the address mentioned on the Purchase Order.

Invoices in due form and not disputed are paid within 30 calendar days after acceptance of the goods.

4.6 VAT exemption

Depending on the Project's Specific Cooperation Agreement under which the goods are ordered, Enabel may be (yes or no) exempt from paying local VAT for the goods.

For Belgian VAT, the place of delivery is determining.

4.7 Intellectual property rights

<<§1. The contracting authority acquires the intellectual property rights created, developed or used during performance of the public contract.

OR

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

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

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

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

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

4.8 Obligation of confidentiality

Suppliers are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this public contract. This information may not under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, list this contract as a reference, provided that he indicates its status correctly (e.g. 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the supplier gets hold of through this public contract remain the property of the contracting authority.

The GDPR applies to this public contract.

4.9 Obligations of suppliers

The supplier shall:

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

2° unless otherwise stipulated in the procurement documents, 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.

4.10 Deontological clauses

In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, sexual exploitation and abuse, etc.) must be sent to the Integrity desk via integrity@enabel.be. Any failure to comply with one or more of the provisions of Enabel's ethical policies (<https://www.enabel.be/who-we-are/integrity/>) may lead to the termination of this contract and to the exclusion of the service provider from other public contracts for Enabel.

4.11 Complaints management and competent courts

Only Belgian law applies to this public contract.

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 supplier, the parties will consult each other to find a solution. Where needed, the supplier may request mediation via e-mail Complaints@enabel.be cf. <https://www.enabel.be/content/complaints-management>.

Any litigation about the orders and these contract conditions are the exclusive competence of the Brussels Courts.

5 Tender form to be signed by the tenderer

5.1 Identification form

Private/public law body with legal form

Fill the form below

OFFICIAL NAME¹				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION	FOR PROFIT			
TYPE	NON FOR PROFIT	NGO²	YES	NO
MAIN REGISTRATION NUMBER³				
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				

¹ National denomination and its translation in EN or FR if existing.

² NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

³ Registration number in the national register of companies. See table with corresponding denomination by country.

5.2 Financial Identification form

FINANCIAL IDENTIFICATION FORM

ACCOUNT NAME (1)			
ADDRESS			
TOWN/CITY		POST CODE	
COUNTRY			
CONTACT			
TELEPHONE		TELEFAX	
E - MAIL			

BANK (2)			
NAME OF BANK			
ADDRESS (OF BRANCH)			
TOWN/CITY		POST CODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (3)			
NAME OF SIGNATORIES	NAME & FORENAME		FUNCTION

COMMENTS:

<u>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)</u>	<u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u>

- (1) The name or title under which the account was opened and not the name of the authorised representative.
- (2) It is preferable to attach a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under "ACCOUNT NAME" and "BANK". In this case, the bank's stamp and the signature of its representative are not required. The signature of the account holder is obligatory in all cases.
- (3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.

5.3 Tender form – Prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the technical specifications of this public contract –, this public contract and explicitly declares accepting all conditions listed in the request for a price quote and renounces any derogatory provisions such as his own general sales conditions.

PRICES⁴				
Description	Unit	A	Unit prices in TZS (exclusive of VAT)	Total price in TZS (exclusive of VAT)
Total value exclusive of VAT				
Total value in words:				
.....				

Certified true and sincere,

Done at, on

⁴ < The tenderer is thus to have included in his unit and global prices any costs, taxes, measures and charges 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:
Fees and perdiems, accommodation costs, < international transportation costs, insurance costs, security costs, visa costs, communication costs, administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be requested by the contracting authority, the production and delivery of documents or records associated with the performance of the services, the reception costs, all costs and charges for staff and equipment needed for the performance of this public contract, the copyright fees, the purchase or leasing of third-party services needed for the performance of this public contract, < costs for intellectual property rights.

5.4 Integrity statement for the tenderers

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

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

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

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

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

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

.....

Place, date.

5.5 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 his 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° creation of a shell company

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions**, i.e. late payment 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 his directors has committed **serious professional misconduct which calls into question their integrity**.

The following are considered serious professional misconduct, among others:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a legal regulatory provision applicable in the country of performance of the services regarding sexual harassment on the workflow.
- 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 this information.
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered arrangements to distort competition.

The presence of the 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 than exclusion.
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 past contract concluded with another 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. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions -consolidated list :

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/services-et-activit%C3%A9s-o

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

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.

Date:

Place:

Signature:

5.6 Documents to be submitted – exhaustive list

To be completed in accordance to need

1. Form 5.1: Identification form.
2. Form 5.2: Financial identification.
3. Form 5.3: Financial offer & Tender price form.
4. Form 5.4: Integrity statement for the tenderer.
5. Form 5.5: Declaration on honour – exclusion criteria.
6. Updated certification of registration & business license
7. The document certifying that the tenderer is in order with the payment of taxes.