



Tender Specifications

Public contract for the supply of “Laboratory Equipment for the National Beekeeping Laboratory Njiro- Arusha Tanzania”
TAN180351T-10007

Negotiated Procedure without Prior Publication

Country: Tanzania

NAVISION CODE : TAN180351T

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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 do not derogate from Article(s) 25-33 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 Mr. Othman BOUFAIED, Expert in Contracting and Administration, and Mr. Stephen PAUL, Project Manager BEVAC.

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;
- Considering 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;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- 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;

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

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

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/ service provider: 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: Contract notice and Tender Specifications including the annexes and the documents they refer to;

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

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

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

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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 from receiving funds.

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

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 (purchase).

2.2 Subject matter of procurement

This public contract consists in “**Supplying and installation of Laboratory equipment for the National Beekeeping Laboratory Njiro- Arusha Tanzania**”, in conformity with the conditions of these Tender Specifications.

2.3 Lots

The public contract is made of one (1) lot which is indivisible. The tenderer may submit a tender for this single lot/contract. A tender for part of a lot is inadmissible.

See section 0 of these Tender Specifications.

2.4 Items

This procurement contract consists of the items specified in section 0 of these Tender Specifications.

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.

2.5 Duration of the public contract

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

The supplies must be delivered within 90 calendar days as from the day following the date on which the supplier received the contract conclusion notification letter. The installation and the training must be completed within one month starting from the delivery date.

2.6 Variants

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

2.7 Option

Options are not permitted.

2.8 Quantity

See section 0 of these Tender Specifications.

3 Procedure

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2 Publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be) from **11/04/2025 to 12/05/2025**.

3.3 Information

The awarding of this procurement contract is coordinated by **Réal NIMPAGARITSE, Expert in Contracting and Administration** – Email: real.nimpagaritse@enabel.be

Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through 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 02/05/2025 (10 days before the submission date), candidate-tenderers may ask questions about these Tender Specifications and the procurement contract.

Questions will be in writing to;

Mr. Réal NIMPAGARITSE

(real.nimpagaritse@enabel.be)

With copy to

Mr. Lutufyo MWAKIPESILE,

(Lutufyo.mwakipesile@enabel.be + procurement.tza@enabel.be)

And

Mr. Stephen PAUL

(Stephen.paul@enabel.be)

and they will be answered in the order received.

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

The tenderer is supposed 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 (10)** 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 forms in section 0 and 6.

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

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

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

3.4.2 Period the tender is valid

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

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

3.4.3 Determination of prices

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

This public contract is a 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, inclusive value-added tax (VAT).

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° training required for operation;

6° where applicable, the measures imposed by occupational safety and worker health legislation;

7° customs and excise duties.

All prices are DDP (Delivery Duty Paid) add as appropriate (INCOTERMS 2010 International Chamber of Commerce).

The supplier is therefore responsible and assumes responsibility for the entire process of delivering and final unloading of supplies to the final destination, as well as its installation.

3.4.5 How to submit tenders?

The tenderers will submit their tenders as follows:

- **The tender will be drawn up in two (2) copies, one original (hard copy) and one (soft) copy.**
- **The soft Copy (exactly identical to the hard copy) must be submitted in one or more PDF files on a USB stick.**

The tender and all accompanying documents must be numbered and signed by the tenderer (or tender's 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.

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning: "TENDER", the tender documents number **Tender TAN180351T-10007**.

The tender must be received **before 12/05/2025 at 04:00 PM EAT**. It must be sent:

**To the Attention of by Lutufyo MWAKIPESILE.
Procurement officer - Enabel Tanzania
Enabel Representation,
14/15 Masaki, Haile Selassie Road, Oasis Office Park, 4th Floor,
P.O Box 23209,
Dar es Salaam, Tanzania.**

It may be submitted:

- a) **Either By post mail** (standard mail or registered mail) In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time limit for receipt.
- b) **Or delivered by hand** directly to the contracting authority against a signed and dated receipt: The service can be reached on working days during office hours, from 08:00 to 17:00 (East African time).

NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED

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 must be in the possession of the contracting authority before the final submission date and time specified in point 3.4.5 “How to Submit tenders”. The tenders will be opened behind closed doors.

3.5 Selection of tenderers

3.5.1 Exclusion grounds

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

By submitting this tender, and by signing the Declaration on honour – exclusion criteria, 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.

3.5.2 Selection criteria

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

The details of the minimum selection criteria are set in **the section 0 of the tender**.

If a bidder does not meet the minimum required profile for the firm (and/or) for the proposed experts, the bidder will not be selected for the award stage.

3.5.3 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity. Irregular tenders will be rejected.

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

In a second phase, the formally and materially 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 three (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.

3.5.4 Award criteria

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria (details in **section 0 of the tender**):

Criterion 1: Award on the basis of the price: 65%

Criterion 2: Quality and technical value of the supplies: 25%

Criteria 3: After-sales services and technical assistance (warranty period): 10 %

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 by a letter against confirmation of reception or by any other electronic means in as far, in the latter case, there is a confirmation of reception.

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

- These Tender Specifications and its annexes;
- If any, minutes of the information session or clarifications and/or the addendum to the Tender Specifications;
- The approved tender 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 Specifications do not derogate from Article(s) 25-33 the GIR.

4.1 Managing official (Art. 11)

The managing official is Mr. **Stephen Paul**, Project Manager at Enabel e-mail: Stephen.paul@enabel.be.

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

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

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. **Any replacements must be approved by the contracting authority.**

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor

are imposed on that subcontractor by contract or any other legal act.

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

4.3 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 exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation, 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.

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

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

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

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex.

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).

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 option 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, and return it to the e-mail address: info.cdcck@minfin.fed.be
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function
- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution 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.

Failure to post the performance guarantee (Art. 29)

When the supplier fails to prove that the performance guarantee has been posted within 30 calendar days, he will be set in default by letter. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by letter, the supplier has still failed to produce proof that the performance guarantee has been posted within a further period of 15 calendar days dating from the date of dispatch of the letter, the contracting authority may:

1° Post the performance guarantee itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or

2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

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 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 Partial orders (Art. 115)

N/A

4.10.2 Deadlines and terms (Art. 116)

The supplies must be delivered **within 90 calendar days as from the day following the date on which the supplier received the contract conclusion notification letter. The installation and the training must be completed within one month starting from the delivery date.**

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

Any further correspondence pertaining to the Purchase Order (and to the delivery) follows the same rules as those for the dispatch of the Purchase Order when a party wants to establish proof of its intervention.

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

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

In any event, complaints about the Purchase Order are not admissible anymore if they are not submitted within 15 calendar days from the day following the date on which the supplier has received the Purchase Order.

4.10.3 Quantities to be supplied (Art. 117)

See Part 5 of the Tender document.

Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the supplier acquires the right to deliver these quantities, under penalty of indemnification by the contracting authority.

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

Delivery (and installation) Location (DDP), incoterms 2010:

TAWIRI-Arusha (206 Njiro Road, 2113 Lemara, Arusha) at the Beekeeping Research Laboratory, Njiro.

4.10.5 Packaging (Art. 119)

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

4.10.6 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 contracting authority or, where applicable, on the construction site 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.

4.10.7 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 in Article 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 and 123–126)

The service provider's default is not solely related to services as such but also to the whole of the service provider'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 service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

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)

The managing official 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 is carried out in full at the place of delivery (see point 4.10.4) 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.

When the supplies are 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.

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 for minimum one year (12 months) or a better period proposed by the bidder (in number of months which will be mentioned in the bid of the supplier).

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 Acceptance costs

Travel costs and costs for the stay of the managing official will be borne by the supplier.

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

- Participation in meetings – Costs incurred by the supplier for attending meetings requested by the contracting authority to assess progress, validate supplies and/or determine next steps.
- Any expenses incurred by the supplier during the execution of the contract, within the agreed-upon scope of work, until the final acceptance of the deliverables.

4.14 Invoicing and payment of services (Art. 66 to 72 and 127)

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

Tanzania.admin@enabel.be copying **Stephen Paul** (Stephen.paul@enabel.be)

- The relevant Purchase Order (PO) number. Invoices without the PO number will not be processed.
- The corresponding provisional acceptance report signed by the Managing Official.
- The EFD receipt (if applicable)

Only services that have been performed correctly may be invoiced.

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

The amount owed to the service provider must be paid within thirty (30) 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.

No advance may be asked by the Supplier after, and the payment is made after acceptance of the related deliverable.

The payment will be made in two instalments within 30 calendar days of receiving

a related accurate invoice:

- **90%, after provisional acceptance of the delivery;**
- **10%, upon transfer of knowledge.**

4.15 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

4.16 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.

4.17 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 Technical specifications

5.1 About Enabel

Enabel, the Belgian development agency, is an agency of the Belgian government. The agency executes the Belgian governmental cooperation projects as well as projects funded by other donors such as the European Union. In Tanzania, Enabel primarily implements projects in the domains of agriculture, education, conservation, Skills, employment, entrepreneurship, water, and Green & Circular Economy.

5.2 The beekeeping value chain Project background and objectives

One of the flagship projects for Enabel in Tanzania is the Beekeeping Value Chain Support project (**BEVAC**). This project is funded by the European Union Delegation in Tanzania and is covering the island of Pemba as well as the mainland regions of Katavi, Kigoma, Tabora, Shinyanga and Singida.

The general objective of the BEVAC project is to improve the beekeeping value chain through enhanced production of quality bee products, value addition of bee products and strengthen products access and competitiveness in local, regional, and international markets.

Indeed, the beekeeping value chain has many constraints which are, among others, related to limited capacity of value chain actors and their poor coordination, weak performance of value chain service providers, and the lack of inadequate enabling environment. The Ministry of Natural Resources and Tourism (MNRT), responsible for the development of the beekeeping sector, considers the lack of adequate and appropriate processing and storage facilities, together with other constraints that restrict the marketing of honey, hinder beekeeping sector development.

5.2.1 Context of Beekeeping in Tanzania

Tanzania is the leading honey producer in Africa, yet it is estimated to have tapped only twenty percent of its potential. This underutilization has led to the subsector's sub-optimal contribution to the country's development. In addition to low-capacity utilization, Tanzanian honey and other bee products have struggled to compete in more reliable and lucrative international markets due to limited quality assurance infrastructure. To address this challenge, BEVAC project is enhancing the National Beekeeping Laboratory capacity to guarantee the safety, quality, and standardization of bee products and other food items. The laboratories will play a vital role in honey testing, quality certification, and compliance with national and international standards, thereby increasing the competitiveness of Tanzanian honey in local and export markets.

To support this important milestone, BEVAC project divided the support into phases:

- *In phase 1*, it conducted a need assessment for the laboratory to be operational, supported with some important equipment, furniture, partitioning and developed the business plan to guide the investment and operationalization of the laboratory in a sustainable manner
- *Phase 2* is now the actual procurement of the laboratory equipment and instruments.

5.2.2 Objectives of this Tender (Subject-matter of procurement)

This contract is intended to appoint a supplier that will provide the essential equipment and instruments to be used in the National Beekeeping Laboratory as part of Phase 2 of the BEVAC project. The objective will be also to install/ configure and conduct training to users on how to utilize the equipment properly.

The supplies will ensure that the laboratory is well-equipped to conduct accurate and reliable testing, ultimately contributing to the sustainability and competitiveness of the beekeeping industry.

5.3 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".

The tenderers are requested to complete the template in section 5.4 on the next pages:

- **Columns 1-3 are completed by the Contracting Authority showing the required specifications (not to be modified by the tenderer);**
- **Column 4 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient, and (unless the specifications of the items to be provided are exactly the same as required by the Contracting Authority) a copy/paste of the technical specifications is also not sufficient. Any deviation from the specified requirements should be clearly stated and justified ;**
- **Should the tenderer use yes, compliant or any other similar words which can’t be used to compare bids, the bids may be removed from the competition for being incomparable to other bids;**
- **Column 5 allows the tenderer to make comments on its proposed supply and to make references to the documentation, specific pages of the brochures, etc.**

The documentation should clearly indicate (highlight) the models offered, so that the evaluators can see the exact configuration.

Bids that do not permit to precisely identify the models and the detailed specifications, might be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

The tenderer attaches the following to his tender:

- The duly completed technical forms of the supplies + options to be delivered;
- The certificates and attestations of origin of the supplies which must be delivered at the same time as the vehicle;
- At least the documentation relating to the Supplies (brochure, technical documentation and so forth).

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.

Tenderers that fail to identify and mention on their proposals the proposed models and to respond to all required 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 the supplies.

5.4 Technical specifications

List of the equipment and their specifications – technical form

S/N	1. ITEM AND KEY FUNCTION	2. QTY	3. TECHNICAL SPECIFICATION	4. SPECIFICATIONS OFFERED	5. Notes, remarks, ref to documentation
1.	Biosafety cabinet – PPE and prevention of contamination	1pc	<ul style="list-style-type: none"> • Classification: Class II Type A2 • Cleanliness level: ISO level 4/EN-12469:2000 or equivalent • Filtration: H14 HEPA/ULPA filters or equivalent • Vertical laminar negative pressure • Overall Dimensions <ul style="list-style-type: none"> - Working area: min 1190x580x660 mm - Maximum Opening (mm): min. 470 - Work Surface Height(mm): min. 770 - Working Aperture (mm): min. 200 • Noise level (dbA): <58 • Vibration peak: ≤5µm • EN-12469:2000 or equivalent with 70% of the air re-circulated via the main H14 HEPA/ULPA 30% is discharged through an exhaust H14 HEPA/ULPA filter • Exhaust flow rate (m3/h): min 390 • Illumination: Lighting level (lux): >1100 • UV lamp: 30W • Applicable number of people: 1-2 • Wind direction: Top out • Standard Accessories UV lamp-1pc • LED lamp-2pcs • Supply and exhaust pipe diameter(mm): Φ200 		

			<ul style="list-style-type: none"> • Waterproof socket-1pc • Filter: ULPA(U14) -2pcs • Accessories Water valve, Air valve, Armrest, RS232 interface, Waterproof socket • Electricity AC220V,50/60Hz ;1.5kW min-3kw max. • Filtration efficiency: better than 99,995 % MPPS (EN-1822) 		
2.	Normal incubators - Facilitate the growth of microorganisms	1pc	<ul style="list-style-type: none"> • large (min. 7"), clear, full color touch screen • LAN, USB ports and Wi-Fi for communication and data Transfer • multi-segment time and temperature programs • overview of data in tabular and graphic form • visual and sound alarm • Admin function for management • Password protected log-in • internal memory for programs and data storage • event registry with user notifications • Lab Desk software and user manual for direct download • chamber capacity: Min. 56 l • powder-coated sheet housing • Material: Stainless steel • Acid proof interior, • Double door: internal glass and external solid • Temperature range (ambient temperature): +5°C up to +100°C • Steel wire shelves with slides • Access port: USB port 		
3.	Colony counter -	1pc	<ul style="list-style-type: none"> • Digital Display: LED • Counting range: between 0 to 999 		

	Counting of colonies		<ul style="list-style-type: none"> • Controller: microprocessor 		
			<ul style="list-style-type: none"> • Counting field diameter [mm]: Max 120 Dish Size 		
			<ul style="list-style-type: none"> • Magnification - magnifying glass with optical power Min 3 diopters 		
			<ul style="list-style-type: none"> • Housing Material: powder coated sheet 		
			<ul style="list-style-type: none"> • Dimensions: Min 300*90* 325mm/ Weight 4 kgs 		
			<ul style="list-style-type: none"> • Nominal power: 20 W to 22 W 		
			<ul style="list-style-type: none"> • Illumination: installed outside the working chamber ring lamp between 20W to 22W 		
			<ul style="list-style-type: none"> • Accessories Marking Pen (1 No.), Magnifier 		
4.	Digital thermometer - Temperature and humidity control	10pcs	<ul style="list-style-type: none"> • Temperature Range: 0~50°C 		
			<ul style="list-style-type: none"> • Temperature Resolution: 0.1°C 		
			<ul style="list-style-type: none"> • Temperature Accuracy: ±1°C 		
			<ul style="list-style-type: none"> • Temperature Display: 10.0~70.0°C 		
			<ul style="list-style-type: none"> • Humidity Range: 20~90% RH 		
			<ul style="list-style-type: none"> • Humidity Resolution: 0.1% RH 		
			<ul style="list-style-type: none"> • Humidity Accuracy: ±5%RH (at 25°C. 10~90%RH, others ±7%RH) 		
			<ul style="list-style-type: none"> • Humidity Display: 0~99.9% RH 		
			<ul style="list-style-type: none"> • External Temp. Range: -10~70°C (Display: -30~70°C) 		
			<ul style="list-style-type: none"> • External Temp. Resolution: 0.1°C 		
			<ul style="list-style-type: none"> • External Temp. Accuracy: ±0.6°C(0~50°C), ±1.2°C(-10~0°C, 50~70°C), 		
			<ul style="list-style-type: none"> • No Specified for -30~70°C 		
			<ul style="list-style-type: none"> • External Temp Min Probe Size Dia 4 mm* Length:25 mm 		
			<ul style="list-style-type: none"> • External Temp. Probe Cable Min 2M long, • Material: PVC 		
	<ul style="list-style-type: none"> • Beeper (dB): <65dB 				

			<ul style="list-style-type: none"> • RH% Self Calibration Via slat chamber • Power Consumption <0.11 mA • Operating Temperature: 0~50°C • Operating RH%: Humidity <90% • Storage Temperature: -10~50°C • Storage RH% Humidity: <90% • Weight: ~200g • Battery: AA 		
5.	Laboratory hot plate and magnetic stirrer - Sample preparation	2pcs	<ul style="list-style-type: none"> • Temperature range: 0 - 500° C • Stirring speed: 200 - 1600 rpm • Power supply: 220 - 240v, 50Hz • Plate material: ceramic or ceramic coated stainless-steel tops • Function: Heating and stirring • With stirring rods (5pcs) 		
6.	Laboratory coat - Personal protection and environment (PPE)	15pcs	Made of cotton or polyester, Sizes: 5 small, 5 large and 5 medium		
7.	Laboratory shoes - Personal protection and environment (PPE)	15 pairs	Solid, Impermeable Materials Made from materials like leather or synthetic polymers Assorted Sizes 5 small, 5 large and 5 medium		
8.	Vortex mixer - Mixing solutions	2pcs	<ul style="list-style-type: none"> • Orbital diameter: 4mm • Motion type: Touch operation/Continuous • Speed range: 0-3000 rpm (adjustable) 		

			<ul style="list-style-type: none"> • Run type: Touch operation/Continuous • Speed display: Scale • Motor type: Shaded pole motor • Motor rating output: 10W • Voltage:200-240V • Dimension (WXHxD): min 127x130x160mm • Power: 60W • Frequency: between 50 to 60Hz • Protection class: IP21 		
9.	Laboratory hot plate (two plates per pc) - Sample preparation	1pc	<ul style="list-style-type: none"> • Temperature range: min 1500C • Power supply: 220 - 240v, 50Hz • Plate material: ceramic or ceramic- coated or stainless-steel tops • Function: Heating 		
10.	Single Pipettes 0.5 - 10 µl - Solution transfer	1 pc	<ul style="list-style-type: none"> • Channel: Single • Material: Plastic • Top Pette single – channel adjustable volume • Stand/Holder • Reagent Reservoir • Sample Pack, • 0.5 - 10 µl Tips, 1 x 96/Rack 		
11.	Single Pipettes 20 - 200 µl - Solution transfer	1pc	<ul style="list-style-type: none"> • Material: Plastic • Top Pette single – channel adjustable volume • Stand/Holder • Reagent Reservoir • Sample Pack, • 20 - 200 µl Tips, 1 x 96/Rack 		
12.	Single Pipettes	1pc	<ul style="list-style-type: none"> • Color: White 		

	100 - 1000 µl -		<ul style="list-style-type: none"> • Channel: Single • Material: Plastic • Top Pette single • channel adjustable volume • Reagent Reservoir • Sample Pack • 100 - 1000 µl Tips, 1 x 96/Rack 		
13.	Multi Pipettes 0.5 - 10 µl -	1pc	<ul style="list-style-type: none"> • Color: White • Channel: 8 or 12 channels • Material: Plastic • Top Pette multi • Channel adjustable volume • Stand/Holder • Reagent Reservoir • Sample Pack • 0.5 - 10 µl Tips, 1 x 96/Rack 		
14.	Multi Pipettes 10 - 100 µl -	1pc	<ul style="list-style-type: none"> • Color: White • Channel: 8 or 12 channels • Material: Plastic • Top Pette multi • channel adjustable volume • Stand/Holder • Reagent Reservoir • Sample Pack, • 10 - 100 µl Tips, 1 x 96/Rack, 		

15.	Multi Pipettes 20 - 100 µl - Solution transfer	1pc	• Color: White		
			• Channel: 8 or 12 channels		
			• Material: Plastic		
			• Top Pette multi		
			• channel adjustable volume		
			• Stand/Holder		
			• Reagent Reservoir		
			• Sample Pack		
16.	Multi Pipettes 30 - 100 µl - Solution transfer	1pc	• Color: White		
			• Channel: 8 or 12 channels		
			• Material: Plastic		
			• Top Pette multi		
			• channel adjustable volume		
			• Stand/Holder		
			• Reagent Reservoir		
			• Sample Pack		
17.	Beaker 100ml - Laboratory measurement glassware	40pcs	• Borosilicate glass (Pyrex)		
			• Autoclavable 121°C at 15 psi		
			• Color: Clear		
18.	Beaker 250ml - Laboratory measurement glassware	10pcs	• Borosilicate glass (Pyrex)		
			• Autoclavable 121°C at 15 psi		
			• Color: Clear		
19.	Beaker	10pcs	• Borosilicate glass (Pyrex)		

	500ml - Laboratory measurement glassware		<ul style="list-style-type: none"> • Autoclavable 121°C at 15 psi • Color: Clear 		
20.	Measuring graduated cylinder 100ml - Laboratory measurement glassware	10pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
21.	Measuring graduated cylinder 500ml - Laboratory measurement glassware	10pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
22.	Measuring graduated cylinder 1000ml - Laboratory measurement glassware	10pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
23.	Flasks Conical 100ml - Laboratory measurement glassware	40pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear • 500mL 		
24.	Flasks Conical	10pc	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) 		

	250ml - Laboratory measurement glassware		<ul style="list-style-type: none"> • Autoclavable 121°C at 15 psi • Color: Clear 		
25.	Flasks Conical 500ml - Laboratory measurement glassware	10pc	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
26.	Flasks round 100ml - Laboratory measurement glassware	10pc	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
27.	Flasks round 250ml - Laboratory measurement glassware	10pc	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
28.	Flasks round 500ml - Laboratory measurement glassware	10pc	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
29.	Flasks flat 100ml -	40pc	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi 		

	Laboratory measurement glassware		<ul style="list-style-type: none"> • Color: Clear 		
30.	Flasks flat 250ml - Laboratory measurement glassware	10pc	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
31.	Flasks flat 500ml - Laboratory measurement glassware	10pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi • Color: Clear 		
32.	Gas – Bunsen burner and tank with gas - Sterilization of wire loop	2pcs	<ul style="list-style-type: none"> • Air regulation valve • Needle control valve temperature up 1300°C • Anti-slip rubber coating under base ensures absolute stability • Pilot flame • Gas tank Min 30kg filled with gas • Connector, pipe (min 10m length), clips and regulator 		
33.	Reagent bottles 100ml - Storage of solutions	10pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi 		
34.	Reagent bottles	10pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) 		

	250ml - Storage of solutions		<ul style="list-style-type: none"> • Autoclavable 121°C at 15 psi 		
35.	Reagent bottles 500ml - Storage of solutions	10pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi 		
36.	Reagent bottles 1000ml - Storage of solutions	10pcs	<ul style="list-style-type: none"> • Borosilicate glass (Pyrex) • Autoclavable 121°C at 15 psi 		
37.	Tongs - grasping and lifting vessels of heat-resistant material used in high temperature chemical reactions	4pcs	<ul style="list-style-type: none"> • Stainless steel Crucible tong • Span: Min 130mm • Leng; Min 400mm 		
38.	Thermocycler-PCR – convectional - Barcoding – amplifying segment of DNA	1pc	<ul style="list-style-type: none"> • Thermoblock: Silver • Sample capacity: 96x0.2mL PCR tubes or 1x96 well PCR plate • Temperature control range: 4°C to 99°C • Temperature control mode: Fast, standard safe; all in gradient mode • Heating technology of the block: Peltier Elements, Triple Circuit Technology • Gradient: Yes • Gradient block: Over 12 columns • Gradient range: 1°C to 20°C 		

			<ul style="list-style-type: none"> • Gradient temperature range: 3°C to 9°C • Lid temperature range: 37°C to 110°C • Lid type: Flex lid for ergonomic lid opening • Block homogeneity: 20°C to 72°C • Power consumption: 500W to 600W • Interface: USB, Ethernet, CAN in/out • Electrical requirements: 110-240V, 50-60Hz, 700W 		
39.	freezer - Storage	1pc	<ul style="list-style-type: none"> • Minimum Capacity: 310L • Range: -40°C to 0°C • Display: Minimum 4.3' touch screen • Shelves: Min 3 • Interior: Min dimensions 520x1120x530mm • Supply voltage: 210 - 230VAC 50/60Hz 		
40.	Gel documentation system - DNA and PCR products analysis	1pc	<ul style="list-style-type: none"> • Camera: 5.0 Megapixels/D 16bit; pixel density : 16 bit (CMOS Camera) • Analysis: Applicable for DNA & Protein with white light plate, EPI, UV 		
			<ul style="list-style-type: none"> • Light Sources: Epi White Dual wavelength transillumination at 302 nm and 365 nm Pixel Size 2.4µm x 2.4µm Epi White Software 1D: Analysis software Trans White Light Transmission Type: Drawer Type Transilluminator 		
			<ul style="list-style-type: none"> • Sample Area: Min 210mmx 260mm Filter Area 		

			<ul style="list-style-type: none"> • Cabinet: Door sensor to prevent accidental exposure to UV; automatically shuts off UV light when door is open Safety override, enabling band cutting on the UV Standard Filter 590nm (Other wavelengths optional) 3-position Filter Slider Product Footprint min 12" x 15" (30.48 x 38.1 cm)12" x 15" (30.48 x 38.1 cm) 		
			<ul style="list-style-type: none"> • Minimum hardware requirements: 1.4 GHz processor speed, 2 GB RAM, 16 GB free hard disk space, 2 USBs 		
			<ul style="list-style-type: none"> • Tablet: -Windows 10 tablet computer -Bluetooth and wireless compatible -USB and LAN compatible -At least 2 GB of storage for short term data saving 		
41.	Nano drop spectrophotometer - DNA and PCR products analysis	1pc	<ul style="list-style-type: none"> • Measurement: Measures nucleic acid concentration at 260nm and purity using the 260/280 ratio Measures purified protein concentration at 280nm Uses built-in controls and software no computer required 		
			<ul style="list-style-type: none"> • Absorbance range: 0 to 30A 		
			<ul style="list-style-type: none"> • Detection limit: 0.12mg/mL (BSA), 4ng/ul (dsDNA) 		
			<ul style="list-style-type: none"> • Detector type: Silicon photodiode 		
			<ul style="list-style-type: none"> • Display: LCD 		
			Light source: LED		
			<ul style="list-style-type: none"> • Type: UV-VIS Spectrophotometer with printer 		

			<ul style="list-style-type: none"> • Resolution: between 6 to 9nm 		
			<ul style="list-style-type: none"> • Volume use: 1 to 2ul 		
			<ul style="list-style-type: none"> • Measurement time: less than 5 sec 		
42.	Horizontal Electrophoresis Systems with power supply - DNA and PCR products analysis	1pc	Power requirements: <ul style="list-style-type: none"> • Volts outputs range: 5 - 250 V • Current output range: 0.001-3.0 A • Power output range: 1- 300 W • Electricity requirement: 220 - 240 V, 50/60 Hz • Power cords: Red and Black • Timer: 1– 99 hr, 59 min • Type of output (without automatic crossover): Constant voltage, constant current or constant power • Display: 16-character x2-line LCD • Programmable methods: 1 method up to 3 steps, no storage capability 		
			<ul style="list-style-type: none"> • Tray: 15 x 25cm 		
			<ul style="list-style-type: none"> • Combs: 20-well combs 		
			<ul style="list-style-type: none"> • Casting gates 		
			<ul style="list-style-type: none"> • Gel caster 		
			<ul style="list-style-type: none"> • Buffer tank 		
			<ul style="list-style-type: none"> • Lid with cables 		
			<ul style="list-style-type: none"> • Levelling bubble 		
43.	Laboratory Microwave - Gel preparation	1pc	<ul style="list-style-type: none"> • Power output: 500 W to 1000W 		
			<ul style="list-style-type: none"> • Net capacity Min 36L 		

44.	Laboratory ice maker - Ice production	1pc	• 24 hr Production: Min 96 lb @ 70/50, 76 lb @ 90/70		
			• Dimensions: Min 15" W x 24" D x 38" H		
			• Available Condenser Options: Air		
			• Minimum Base Electrical, Volts/Hz/Phase: 115/60/1 - BTU Per Hour: 1,500		
			• Energy: Minimum 5,75 kWh/100 lb		
			• Water: Minimum 12,0 gallons/100 lb		
45.	Liquid nitrogen tank - Nitrogen storage	3pcs	• Liquid nitrogen container LN2 tank cryogenic tank capacity: 10L to 20L		
			• Material: Aluminium alloy		
			• Type: Liquid phase		
			• The liquid nitrogen tank has the premium quality with high-strength aerial-level aluminum alloy, 7 layers for effective temperature locking.		
			• 10L - 20L large capacity, 50mm caliber, and the static storage time can reach to 180 days under 18 Celsius for LN2.		
			• Well sealing and thermal insulation for protecting liquid nitrogen and samples, reducing the evaporation rate.		
			• This Liquid nitrogen container can be widely used to store semen, embryos and cells in various industries like animal husbandry and scientific research, and mechanical processing.		
			• Equipped with 3 canisters that can be put into the tank storing samples, and the carry bag to prevent the uneven scratches of the surface.		
46.	Spinner - Mixing solution	1pc	• Control (Digital/Analog): Digital		
			• Speed type: Variable (300-15000rpm)		
			• Max RCF: 15100		
			• Acceleration time to full speed (sec): 10 to 12		
			• Acceleration time to full stop (sec): 10 to 15		
			• Maximum tube capacity (1.5mL): 12		

			<ul style="list-style-type: none"> • Maximum tube capacity (2.0mL): 12 		
47.	Laboratory Dual water bath - Sample warming	1pc	<ul style="list-style-type: none"> • Bath vessel with drain valve 		
			<ul style="list-style-type: none"> • Bath interior, cover, sieve plate and heating element are made of stainless steel 		
			<ul style="list-style-type: none"> • Bath volume min. / max. 7.5 / 13.9 L 		
			<ul style="list-style-type: none"> • Digital control with mounted LED touch screen 		
			<ul style="list-style-type: none"> • Temperature range 25°C to 100°C 		
			<ul style="list-style-type: none"> • Ambient temperature range 10°C to 40 °C 		
			<ul style="list-style-type: none"> • Temperature stability 0.1 ± K 		
			<ul style="list-style-type: none"> • Timer with alarm 		
			<ul style="list-style-type: none"> • Power supply 230 V; 50/60 Hz 		
			<ul style="list-style-type: none"> • Size of bath: min (W x D x H) 400 x 245 x 165 mm 		

The tenderers are requested to attach the following to their tender:

- Any supporting document to attest the highest quality standards (e.g. conformity certificates, ISO norm, CCC, CE, UL, VDE... or any other relevant certificates).
- Brochure and/ or technical documentation with photographs relating to the supplies.

The brochure and/or technical documentation provided should clearly indicate the brands, 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.

- The bidder must provide a **warranty of not less than one year for each item.**
- A detailed service support plan, including response times for repairs or replacements during the warranty period.
- The specifications offered by a bidder must be from published document
- The supplier or manufacturer must provide the following:
 - on-site, a minimum of 3-days 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 of sugars.
 - Proof of the technical capability, including qualifications of personnel, technicians, or consultants who will install, maintain, or train the staff.
- The supplier shall provide instruction manuals in video, hardcopy and softcopy (memory stick) for use and maintenance of the equipment in English
- Service manual / Operation manual in English.
- Power cables should be according to Tanzanian standard.

5.5 Geographical scope

Delivery Location (DDP), incoterms 2010: **TAWIRI-Arusha (206 Njiro Road, 2113 Lemara, Arusha) at the Beekeeping Research Laboratory, Njiro.**

5.6 Timeframe

The supplies must be delivered within 90 calendar days as from the day following the date on which the supplier received the contract conclusion notification letter. The installation and the training must be completed within one month starting from the delivery date. The overall contract duration is of maximum 4 calendar months.

5.7 Financial proposal and payment terms

Pricing should be clear and inclusive of all taxes, duties, transportation, offloading costs, and installation costs.

The tenderer is to include in his prices any charges and taxes generally inherent to the performance of the contract (**see also forms in section 6.2**).

The following are in particular included in the prices:

- Packaging, loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;
- 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;
- Documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;

- Assembly, installation and taking into operation;
- Training required for operation;
- where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties.

Tenderers should propose competitive pricing (DPP), incoterms 2010, and provide detailed breakdowns in accordance with the price form.

5.8 Selection criteria and minimum requirements for the firms

The desired company should:

- Have at least 3 years of experience in supplying laboratory equipment (**see form in section 6.6**).
- Provide a list of 2 similar projects in the past 5 years that demonstrate successful delivery and quality (proven by the certificate of good completion, purchase orders or any other official confirmation documents proving satisfactory delivery) (**see form in section 6.6**).
- Provide audited financial statements or other proof of financial stability to demonstrate a total turnover of at least the value of the bid during the last 3 past financial years (cumulative) to prove their ability to meet the contractual obligations (**see form section 6.5**).

5.9 Award criteria

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

- **The price : 65%**

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender} \times 65\%}{\text{Amount of tender A}}$$

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

- **The quality and technical value of the supplies : 25%**

With regards to the 'quality and the technical value' criterion, the best tender obtains the maximum of the points for the criterion, whereas the other tenders are graded in function of their relative distance from the best tender as follow:

- *Any bid with missing information on some of the required technical specifications will be considered as substantially irregular proposal.*
- *Any bid slightly deviating negatively from the minimum requirements will lose one point (deviation which cannot have negative impact on the usage of the equipment), a cumulation of more than 10 negative deviations will lead to substantial irregularity of the proposal,*
- *The bid complying with the minimum requirements will score at 15 out of 25%*

- *The bid with the best technical proposal (distancing positively from the minimum requirements) will get 1 extra point to each best criterion, up to max 10 points*

- **After-sales services and technical assistance (warranty period): 10 %**

The after-sales services and technical assistance (in number of calendar months) after reception of the purchased items by each purchase order, will be taken into account for the comparison of the bids (The minimum warranty period should be **at least 12 month for each equipment - below this minimum the bid will be considered irregular**).

The following formula will be used:

$$\text{Score bid A} = \frac{\text{Longest After-sales services and technical assistance period} * 10}{\text{After-sales services and technical assistance period of bid A}}$$

The 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 honor of this tenderer and provided the check shows that the Declaration on honor corresponds with reality.

6 Forms

6.1 Identification form

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) ⁹			
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 ¹⁰	OTHER ¹¹
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ¹²			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ¹³	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA		If YES, please provide business data and attach copies of the official supporting documents.	

⁹ As indicated on the official document.

¹⁰ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

¹¹ Failing other identity documents: residence permit or diplomatic passport.

¹² See table with corresponding denomination by country.

¹³ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

<p>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?</p> <p style="text-align: center;">YES NO</p>	<p>BUSINESS NAME (if applicable)</p> <p>VAT NUMBER</p> <p>REGISTRATION NUMBER</p> <p>PLACE OF MAIN REGISTRATION CITY COUNTRY</p>
<p>DATE</p>	<p>SIGNATURE</p>

6.1.2 Private/public law body with legal form

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdfe19b>

OFFICIAL NAME¹⁴	
BUSINESS NAME (if different)	
ABBREVIATION	
LEGAL FORM	
ORGANISATION	FOR PROFIT
TYPE	NON FOR PROFIT NGO¹⁵ YES NO
MAIN REGISTRATION NUMBER¹⁶	
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	

¹⁴ National denomination and its translation in EN or FR if existing.

¹⁵ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

¹⁶ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3 Public-law body¹⁷

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 NAME¹⁸		
ABBREVIATION		
MAIN REGISTRATION NUMBER¹⁹		
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		

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Regards

¹⁷ 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.).

¹⁸ National denomination and its translation in EN or FR if existing.

¹⁹ Registration number in the national register of the entity.

6.2 Tender form – Prices (please do not change the format)

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

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

The value-added tax is 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:

Item n°	Description	Unit price (DDP) (per item) excl. VAT in euros	Quantities	Total costs (DDP) excl. VAT in euros
1	Biosafety cabinet		1pc	
2	Normal incubators		1pc	
3	Colony counter		1pc	
4	Digital thermometer		10pc	
5	Laboratory hot plate and magnetic stirrer		2pc	
6	Laboratory coat		15pc	
7	Laboratory shoes		15pairs	
8	Vortex mixer		2pcs	
9	Laboratory hot plate (two plates per pc)		1pc	
10	Single Pipettes 0.5 - 10 µl		1pc	
11	Single Pipettes 20 - 200 µl		1pc	
12	Single Pipettes 100 - 1000 µl		1pc	

13	Multi Pipettes 0.5 - 10 µl		1pc	
14	Multi Pipettes 10 - 100 µl		1pc	
15	Multi Pipettes 20 - 100 µl		1pc	
16	Multi Pipettes 30 - 100 µl		1pc	
17	Beaker 100ml		40pc	
18	Beaker 250ml		1pc	
19	Beaker 500ml		10pcs	
20	Measuring graduated cylinder 100ml		10pcs	
21	Measuring graduated cylinder 500ml		10pcs	
22	Measuring graduated cylinder 1000ml		10pcs	
23	Flasks Conical 100ml		40pcs	
24	Flasks Conical 250ml		10pcs	
25	Flasks Conical 500ml		10pcs	
26	Flasks round 100ml		10pcs	
27	Flasks round 250ml		10pcs	

28	Flasks round 500ml		10pcs	
29	Flasks flat 100ml		40pcs	
30	Flasks flat 250ml		10pcs	
31	Flasks flat 500ml		10pcs	
32	Gas – Bunsen burner and tank with gas		2pcs	
33	Reagent bottles 100ml		10pcs	
34	Reagent bottles 250ml		10pcs	
35	Reagent bottles 500ml		10pcs	
36	Reagent bottles 1000ml		10pcs	
37	Tongs		4pcs	
38	Thermocycler-PCR – convectonal		1pc	
39	Freezer		1pc	
40	Gel documentation system		1pc	
41	Nano drop spectrophotometer		1pc	
42	Horizontal Electrophoresis Systems with power supply		1pc	
43	Laboratory Microwave		1pc	
44	Laboratory ice maker		1pc	

45	Liquid nitrogen tank		3pcs	
46	Spinner		1pc	
47	Laboratory Dual water bath		1pc	
TOTAL COST VAT INCL. (DDP)				

VAT applicable percentage: 18%

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.

Certified true and sincere,

Name and first name:

Duly authorised to sign this tender,

Done at, on

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 counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3. when the candidate or 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.**

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 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 this 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 within the meaning of Article 6 of the Law 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 the proliferation of weapons of mass destruction.

8. 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:

Pour les Nations Unies, les listes peuvent être consultées à l'adresse suivante : <https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

Pour l'Union européenne, les listes peuvent être consultées à l'adresse suivante : <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

Pour la Belgique :

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

9. 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 abovementioned 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

<p>Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017</p>	
<p>The tenderer must have achieved a total turnover of at least the value of the tender during the past three financial years (cumulative).</p> <p>He shall include in his tender a statement on the annual turnovers achieved during the past three financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).</p>	<p>The statement on the total turnovers achieved during the past three financial years</p>
<p>This financial capacity will be evaluated on the basis of the 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.</p> <p>Tenderers who have deposited their approved Financial Statements with the National Bank of Belgium do not have to include them in their tender since the contracting authority can consult them via the digital portal of the federal authority.</p> <p>Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years shall include them in their tender.</p> <p>This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired.</p>	<p>The approved Financial Statements documents of the last 3 years, to be attached</p>

6.6 Selection file – Technical aptitude

<p>Technical aptitude: See Art. 68 of the Royal Decree of 18 April 2017</p>	
<p>The tenderer is required to meet the following minimum requirements:</p> <ul style="list-style-type: none"> ➤ The bidder must have at least 3 years' general experience in the business of Supplying Laboratory equipment or equivalent supplies ➤ The bidder should have performed at least 2 similar assignments (Supply of laboratory equipment or equivalent supplies) in the past 5 years (proven by related certificates of good completion or other relevant documents). <p>The tenderer includes in his tender a list with the main services that have been delivered over the past five years including the amount and date as well as the public or private recipients.</p> <p>The references are backed by certificates drawn up or approved by the competent authority or, where the consignee was a private purchaser by certification of the private purchaser, or by default, by a simple statement of the supplier.</p>	<p>Provide the proof of the minimum required profile for the firm as described here.</p>
<p>Indication of the proportion of the contract which the supplier intends possibly to subcontract.</p>	<p>supporting documents to be attached</p>

6.7 Other documents to be provided

- Power of attorney

The Bidder shall include in his tender **the power of attorney empowering the person signing the bid** on behalf of the company, joint venture or consortium.

In case of a **consortium** or a **temporary association**, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

- Incorporation certificate

The Bidder shall include in his tender **the incorporation certificate/trading licence²⁰** from the competent authority.

- VAT Registration certificate and TIN Certificate

- Non-Bankruptcy certificate

- Criminal record certificate for the person mandated to commit for the firm

- Certification of clearance with regards to the payments of social security contributions

At the latest before award, the Bidder must provide a certification²⁰ from the competent authority stating that he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the first term of 2025.

- Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a recent certification²⁰ (up to 6 months) from the competent authority stating that the bidder is in order with the payment of applicable taxes that apply by law in the country of establishment.

- List of the similar supply deliveries

Bidder must provide in his bid the list of the **main similar supplies (min. 2) delivered in the last 5 years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the Bidder has experience in delivering those supplies.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates in the last 5 years	Name of the Client

²⁰ In case of a consortium or a temporary association, the certificate must be submitted for all members.

- Certificates of completion

For each of the listed projects (minimum 2), the Bidder must provide in his offer **the related certificates of good completion** (statement or certificate without major reservation) approved by the entity which awarded the contract.

- Model of Bank guarantee

Bank X
Address

Performance guarantee n° X

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

X, address (the “Bank”)

hereby declares posting security for a maximum amount of X € (X euros)

for the Belgian Development Agency (Enabel)

for the obligations of X, address for the contract:

“X, tender documents **Enabel TAN180351T-1007**” (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 guarantee shall be released in accordance with the provisions of the tender documents Enabel RWAX 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 guarantee must be addressed by registered mail to the Bank X, address, with mention of the reference: **Enabel TAN180351T-1007**.

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

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

Done in X on X

Signature:

Name:

6.8 Annexes

The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:

- To refer the dispute to mediation with an independent person
- To refer the dispute to the courts of the place of establishment of the contracting authority.

The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus, agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name(s): [.....]

Name(s): [.....]

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor²¹

Processing activities carried out by the subcontractor

Subject matter of processing: Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]* Duration of the processing:

Purpose of the processing:

The special categories of personal data that the subcontractor will process on behalf of the controller (*indicate as appropriate)

- Personal identification data (e.g. name, address and telephone)
- Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- Biometric identification data (e.g. fingerprints, iris scan, etc.)
- Copies of identity documents
- Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- Physical data (e.g. height, weight, etc.)
- Habits of life
- Psychological data (e.g. personality, character, etc.)
- Family composition
- Leisure and interests
- Memberships
- Consumption habits
- Education and training
- Career and occupation (e.g. function, title, etc.)

²¹ To be filled out by the contracting authority and the contractor.

- Images/photos
- Sound recordings
- National Social Security Register Number/Identification Number
- Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)

Other categories of data, <Describe>

The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)

- Special categories of personal data (Art. 9 GDPR)
 - Data revealing racial or ethnic origin
 - Data concerning sexual orientation
 - Political opinions
 - Trade union membership
 - Religious or philosophical beliefs
- Data concerning health (Art. 9 GDPR)
 - Physical health
 - Mental health
 - Risk situations and risk behaviours
 - Genetic data
 - Healthcare data
- Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
- DNA data

The categories of data subjects concerned (*indicate as appropriate)

- (Potential)/(former) clients
If yes, <describe>
- Applicants and (former) employees, interns, etc.
If yes, <describe>
- (Potential)/(former) suppliers
If yes, <describe>
- (Potential)/(former) (business) partners
If yes, <describe>
- Other category
If yes, <describe>

Extent of processing (number of records/number of data subject concerned)
<Describe>

Period of use and period for which the (various categories of) personal data are stored:
<Describe>

Processing place
<Describe> If processing is outside the EEA, please specify the appropriate guarantees that are put in place <Describe>

Use of following subsequent subcontractors/processors:
<Describe>

Contact details of the responsible contact person at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	
Contact details of the responsible contact person at the subcontractor's:	
Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

Annex 2: Security of processing²²

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.²³In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures. These security measures comprise the following, among others:[Describe]

²² To be filled out by contractor

²³ Consideration 81 of the GDPR