



Tender Specifications of April 2025

**Public contract for TAN180351T-
10195- HARVESTING EQUIPMENT
FOR COLLECTION CENTRE.**

**Negotiated Procedure without Prior
Publication**

Country: Tanzania

Navigation 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 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 the realisation of its objectives.

For this public contract, Enabel is represented by **Mr. Koenraad GOEKINT**, Country Director of Enabel Representation in Tanzania and **Othman BOUFAIED**, Expert Contracting and Administration, who are mandated to represent the company towards third parties and will sign the commitment toward third parties.

1.3 Institutional Framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 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:

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.

- 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;
- 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 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;

³ Belgian Official Gazette of 18 November 2008

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.

- 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; 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 Country Director 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;

⁸ Belgian Official Gazette 27 June 2017.

- 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> website.

1.8 Applicable law and competent courts

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

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

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

If the 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 supply contract consists of “**TAN180351T-10195- HARVESTING EQUIPMENT FOR COLLECTION CENTRE**”, in conformity with the conditions of these Tender Specifications.

2.3 Lots

(Articles 2, 52 and 58 of the Law and Articles 49 and 50 of the Royal Decree on Awarding.)

The public contract has one (1) lot, which is indivisible. A tender for part of a lot is inadmissible.

The description of the lot is included in Part 5 of these Tender Specifications.

2.4 Items

Each Lots consists of different items. **(See also details on point 5 of the tender document).**

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

2.5 Duration of the public contract⁹

The contract begins upon reception of the award notification and ends with the final acceptance.

The equipment must be delivered maximum two (2) months from the awarding date.

2.6 Variants

Each tenderer may submit only one tender. Variants are not permitted.

2.7 Option

Options are not permitted.

2.8 Quantity

The exact quantity is found in the technical specification in section 5 of the tender document.

3 Procedure

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

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 Enabel's website (www.enabel.be) up to **6th May 2025**. Such publication constitutes an invitation to tender.

3.3 Information

The awarding of this procurement contract is coordinated by **Pierre Remy NSHIMIYIMANA**, Contract Officer – Email: pierreremy.nshimiyimana@enabel.be Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 25th April 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. Pierre Remy NSHIMIYIMANA

(pierreremy.nshimiyimana@enabel.be)

With copy to

Mr. Lutufyo MWAKIPESILE

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

and

Mr. Daniel BIKORO

(daniel.bikora@enabel.be)

and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as of not later than **5 calendar days before the final date of for reception of tenders**. Until the notification of the award decision, no information will be given about the evolution of the procedure. The procurement documents can be consulted free of charge at the following internet address:

- Enabel website (www.enabel.be).

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail.

To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, **within 5 days at the latest before the deadline for receipt of tenders.**

3.4 Tender

3.4.1 Data to be included in the tender

3.4.2 Period the tender is valid

3.4.3 Determination of prices

3.4.4 Elements included in the price

3.4.5 How to submit tenders?

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

3.4.7 Opening of Tenders

Article 83-84 of the Royal Decree of 14 April 2017

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point **Error! Reference source not found. “Error! Reference source not found.”**. The tenders will be opened behind closed doors.

3.5 Selection on of tenderers

Article 66 – 80 of the Law; Articles 59 to 74 of the Royal Decree on Awarding

3.5.1 Exclusion grounds

3.5.2 Selection criteria

3.5.3 Overview of the procedure

3.5.4 Award criteria

Article 81-82 of the Law of 17 June 2016

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking into account of the following criteria

- **Criteria 1: Award on the basis of the price: 70 %**
- **Criteria 2: Quality of the technical proposal: 30%**

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 of honour of this tenderer provided the check shows that the Declaration of honour corresponds with reality.

3.5.4.2 Awarding the public contract

Article 42 and 81-82 of the Law of 17 June 2016

The lots of the contract will be awarded to the tenderer(s) who have submitted the most economically advantageous tender for the lot.

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

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

3.6 Concluding the public contract

(Article 88 of the Royal Decree on Awarding)

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

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

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

- These Tender Specifications and its annexes;
- The approved 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 derogate from Articles 25 – 35 of the GIR.

4.1 Managing official (Art. 11)

The managing official is **Mr. Daniel BIKORO, Cluster coordinator of Enabel**, (daniel.bikora@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 regard 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 contractor may not subcontract the contract or a part of the contract to other subcontractors than those presented at the time of submission; subcontracting to subcontractors presented in the tender is allowed only after preliminary approval by the contracting authority of these subcontractors.

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 person 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 6.7. Filling out and signing this annex is therefore a condition of regularity of the tender.

4.5 Intellectual property (Art. 19 to 23)

The contracting authority does acquire the intellectual property rights created, developed or used during the 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 development of designs or 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 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)

For this contract, no performance bond is required.

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)

4.10.2 Deadlines and terms (Art. 116)

4.10.3 Quantities to be supplied (Art. 117)

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

4.10.5 Packaging (Art. 119)

4.10.6 Inspection of the supplies delivered (Art. 120)

4.10.7 Liability of the Supplier (Art. 122)

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)

4.13.2 Transfer of ownership (Art. 132)

4.13.3 Guarantee period (Art. 134)

4.13.4 Final acceptance (Art. 135)

4.13.5 Acceptance costs

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

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

Tanzania.admin@enabel.be copying Mr. **Daniel BIKORO** (daniel.bikora@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.

Only delivery that has been performed correctly may be invoiced.

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

The amount owed to the supplier must be paid within thirty (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.

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

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. Unless otherwise stipulated in the procurement documents.

Obligations of

4.17 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° unless otherwise stipulated in the procurement documents, ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

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

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, water, and sanitation. One of the flagship projects for Enabel is the Beekeeping Value Chain Support project. 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.

5.2 Project Background

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, consider the lack of adequate and appropriate processing and storage facilities, together with other constraints that restrict the marketing of honey, hinder beekeeping sector development.

Within this context, the EU, under the 11th EDF National Indicative Programme for Tanzania, is financing the action to support beekeeping sector to enhance its contribution to inclusive economic growth in Tanzania. The action, hereafter referred to as the Beekeeping Value Chain Support (BVCS) project, aims 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.

The intervention area for the action covers the mainland regions of Tabora, Kigoma, Katavi, Singida, Shinyanga, and the whole of Pemba Island.

5.3 Objectives of expected results of the beekeeping value chain support project

The specific objective of the project is to achieve Quality honey that is produced in an environmentally sustainable manner and lead to increased market penetration.

For achieving the specific objective of the project, the following three expected outputs will be pursued as follows:

Expected Output 1: Institutional capacity and enabling environment for beekeeping value chain actors are strengthened, while enhancing women's empowerment.

Expected Output 2: Capacities of beekeeping value chain actors are improved, and management of bee reserves and apiaries enhanced.

Expected Output 3: Market access and trade of bee products strengthened.

5.4 Scope of the assignment

BEVAC project is collaborating with 12 selected beekeeping cooperative societies in Tanganyika, Nsimbo, and Mlele Beekeepers Cooperative Societies in the Katavi region; Kipanga and Sega ni Mali Cooperative Society in Tabora; and Ulowa Beekeeping Cooperative in Shinyanga. The project is also supporting another phase of construction and renovation of other collection centers in Itigi, Urambo, Uyui, Kibondo and Kakonko.

The support of the aggregation equipment to 12 cooperatives and enabling fully operating and practising collective market arrangements to selected cooperatives and be with the full functional cooperatives. The support will promote and enhance good hygienic practices compliance at each cooperative supported.

Ideally, this approach will influence and attract the buyers for the bulk volumes of honey and reasonable price to beekeepers.

The collection center will contribute to the following:

Aggregating products to achieve an economic scale, which will increase bargaining power and improve the price of honey and other bee products.

Ensuring the quality of honey, hygiene maintaining and other bee products and attracts many buyers.

5.5 Objective of supply of the aggregation equipment's

The objective of this contract is to ensure collection centres are supplied with basic aggregation and tools to enhance effective and efficient centres operations as currently collection centres experience limited and insufficient materials and tools for collecting produce and hygienic handling of honey from the apiaries to the collection centres.

5.6 Duration of Contract

The contract shall be for a period of two (02) months from the date of receiving the award notification letter.

5.7 Delivery Location

These items shall be delivered in Tabora to the below address: Regional Secretariate Building, Wing 2 ,2nd floor –BEVAC Enabel office.

5.8 Quality and quantity specification

The following are the specifications that will be used for evaluation purposes, refer to Annex 1 attached for the detailed description of items:

Item	Description and Specifications	Quantity
Buckets	Colour: White	5040
	Capacity: At least 20L	
	Durable, non-toxic, and resistant to acidic substances	
	Intended use: Beekeeping honey storage	
	Material: Food-grade Plastic which doesn't react with honey (polyethylene (PE) or polypropylene (PP), free from Bisphenol A (BPA) and other harmful chemicals	
Drums /Barrel	Material: High quality plastic	48
	A new drum which hasn't been carried with any chemical or has been used before.	
	Capacity: At least 200 L	
	Odorless and tasteless	
	Intended use: Honey storage	
	Food-grade plastic (HDPE - High-Density Polyethylene)	
	Locking ring or clamp bands to secure the lid and ensure an airtight seal.	
	Free from Bisphenol A (BPA) and other harmful chemicals.	
	Food-grade Plastic which doesn't react with honey (polyethylene (PE) and polypropylene (PP))	
Bee brush		480

	Made of wood and very fine materials at least 40 cm length and at least 9cm width on the upper part (brushing side)	
	Durability: brush should be designed for repeated use without the bristles falling out or wearing down quickly	
	Handle material: Wooden	
Bee smoker	Has a skin air pump that is durable and pumps air with accuracy	180
	Body Material: Stainless steel (with 304 or 316 grade)	
	Chamber Diameter: 10–12 cm (4–5 inches) for standard models	
	Height: 25–30 cm (10–12 inches)	
	Smoke Output Control: Adjustable airflow via below and chamber design	
	Health Insulation (Double wall): Yes	
	Warranty: At least 1 year	
Analog Refractometer	Make -Hand Refractometer with ATC (Automatic Temperature Compensation)	12
	Range 0-32% Brix with 0.2% division	
	Used for Wine, Brandy, Beer, Fruits, Cutting Liquid, with Calibration Solution	
	Warranty: At least 1 year	
	User manual at least in English	
	They should come with protective case and cleaning cloth	
Digital Refractometer	User manual: At least in English	12
	Warranty: At least one (1) year	
	Measurement Range: - Brix (Sugar content): 58% to 90% Brix	
	Water content: 12% to 27% (depending on the model).	
	Accuracy: - Brix: $\pm 0.2\%$, Water content: $\pm 0.2\%$	
	Resolution: - Brix: 0.1%, Water content: 0.1%	
	Temperature Compensation: Automatic Temperature Compensation (ATC) from 10°C to 40°C	
	Display: - LCD digital display (include a backlight), Dual scale showing both Brix (%) and Water content (%)	
	Sample Volume: - Small sample size requirement (in the range of 0.3 to 0.5 ml of honey)	
	Power Source: - Rechargeable battery or AAA/AA batteries	

5.9 Selection Criteria and minimum requirements for the firms

The desired tenderer should have the following minimum experience (see also **form in section 6.6**).

- At least three (3) similar references/ assignments for the supply of beehive equipment/materials to an institution and must be proven by a certificate of good completion, purchase orders, or any other official client confirmation documents verifying the satisfactory delivery of the supplies.

5.10 Award Criteria

Tender awarding will be based on both quality of technical proposal and prices.

Criterion 1: The quality and technical proposal (compliance with the required technical specifications): 30%.

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 with regards to deviations to the required technical specifications:

- Any bid with missing information on some of the required technical specifications will be considered an irregular proposal.
- Any bid slightly deviating negatively from the minimum requirements will lose 1 point (deviation which cannot have a negative impact on the usage of the item), a cumulation of more than 5 deviations will lead to the bid disqualification/irregularity of the proposal,
- The bid complying with the minimum requirements will score at 20%.
- The bid with the best technical proposal (distancing positively from the minimum requirements) will get 1 extra point for each best criterion, up to a maximum of 10 points.

Criterion 2: The price: 70%.

The lowest price will get the maximum point (70 out of 70). With regards to the 'price' criterion, the following formula will be used to the rest of the bids for comparison:

Score of Bid A = $70 \times \frac{\text{Total unit prices of lowest bid}}{\text{Unit price of bid A}}$





5.11 Contract Management and Reporting Mechanism.

The awarded tenderer will report to Daniel BIKORA, Cluster Coordinator of Enabel, who is also responsible for accepting and approval the relevant goods/deliverables.

Annex 1: the minimum quality specifications requirements.

Note:

- The image provided below is intended to assist tenderers in gaining a better understanding of the materials required for this procurement. However, it is important to note that the image does not replace or supersede the detailed specifications outlined in this document.
- The evaluation of bids will be based solely on the set criteria as specified.
- Tenderers are encouraged to propose alternative items or solutions that meet or exceed the required specifications, if they align with the desired outcomes stated in the tender.

ITEM	PICTURE
Buckets	
Drums	
Smoker	
Bee brush	

Detailed Technical instruction to prepare offer - To be filled by the tenderers/tenderers.

General Description

The product must be:

1. **New and Modern:** Designed with the latest technology and manufactured as part of a production series.
2. **High Quality:** Made from the best raw materials and free from defects in workmanship or design that could affect its appearance, performance, strength, or durability.
3. **Safe and Reliable:** Compliant with applicable Tanzania legislation and standards to ensure safety and reliability during operation.

Specification Table

- **Columns 1-3:** Completed by the Contracting Authority. Column 3 contains the required specifications and must not be altered by the Tenderer.
- **Columns 4-5:**
 - **Column 4:** is to be completed by the **Tenderer**, detailing the specific features of the proposed product. Responses such as “compliant” or “yes” are insufficient; detailed information is required.
 - **Column 5:** is to be used by the **Tenderer** to provide additional comments on the proposed supply and make references to accompanying documentation, if applicable.
 - **Column 6:** Reserved for use by the evaluation committee.

Instructions for Tenderers

- Tenderers are required to complete the template provided on the following pages, ensuring all relevant details are clearly stated.
- Any supplied documentation must indicate if any (e.g., highlight or mark) the offered models to enable evaluators to identify the exact configuration.

Procurement of harvesting equipment for collection centre			
No	Items	Technical Specification/ Description	Tenderer's response to the tender specifications
1	Buckets	Colour : White	
		Capacity: At least 20L	
		Durable, non-toxic, and resistant to acidic substances	
		Intended use: Beekeeping honey storage	
		Material: Food-grade Plastic which doesn't react with honey (polyethylene (PE) or polypropylene (PP), free from Bisphenol A (BPA) and other harmful chemicals	
2	Drums /Barrel	Material: High quality plastic	
		A new drum which hasn't been carried with any chemical or has been used before.	
		Capacity: At least 200 L	
		Odorless and tasteless	
		Intended use: Honey storage	
		Food-grade plastic (HDPE - High-Density Polyethylene)	
		Locking ring or clamp bands to secure the lid and ensure an airtight seal.	
		Free from Bisphenol A (BPA) and other harmful chemicals.	
		Food-grade Plastic which doesn't react with honey (polyethylene (PE) and polypropylene (PP))	

3	Bee brush	Made of wood and very fine materials at least 40 cm length and at least 9cm width on the upper part (brushing side)	
		Durability: brush should be designed for repeated use without the bristles falling out or wearing down quickly	
		Handle material: Wooden	
4	Bee smoker	Has a skin air pump that is durable and pumps air with accuracy	
		Body Material: Stainless steel (with 304 or 316 grade)	
		Chamber Diameter: 10–12 cm (4–5 inches) for standard models	
		Height: 25–30 cm (10–12 inches)	
		Smoke Output Control: Adjustable airflow via below and chamber design	
		Health Insulation (Double wall): Yes	
		Warranty: At least 1 year	
5	Analog Refractometer	Make-Hand Refractometer with ATC (Automatic Temperature Compensation)	
		Range 0-32% Brix with 0.2% division	
		Used for Wine, Brandy, Beer, Fruits, Cutting Liquid, with Calibration Solution	
		Warranty: At least 1 year	
		User manual at least in English	
		They should come with protective case and cleaning clot	
6		User manual: At least in English	

Digital Refractometer	Warranty: At least one (1) year	
	Measurement Range: - Brix (Sugar content): 58% to 90% Brix	
	Water content: 12% to 27% (depending on the model).	
	Accuracy: - Brix: ± 0.2%, Water content: ± 0.2%	
	Resolution: - Brix: 0.1%, Water content: 0.1%	
	Temperature Compensation: - Automatic Temperature Compensation (ATC) from 10°C to 40°C	
	Display: - LCD digital display (include a backlight), Dual scale showing both Brix (%) and Water content (%)	
	Sample Volume: - Small sample size requirement (in the range of 0.3 to 0.5 ml of honey)	
	Power Source: - Rechargeable battery or AAA/AA batteries	
Delivery Time DDP	Deadline in calendar days (Maximum days of delivery starting from the reception of the notification and purchase order). It should not exceed two (2) months calendar days.	

Notice

- **The technical Offers that do not specify the models and detailed specifications may be rejected by the evaluation committee for substantial irregularity.**
- The tenderer must provide a colored catalogue with pictures of all items (where applicable). Any information referenced in the tenderer's response should be clearly identified in the catalogue.
- The price includes services related to installation and commissioning, including the full installation and calibration of equipment, where applicable, for the main items.

Catalogue/ data sheet of the proposed product from the manufacturer or sub-contractor. <ul style="list-style-type: none"> ➤ Clear and readable brochures or download printout must accompany the proposed items if applicable. All brochures should include technical specifications, pictures, and manufacturer's contact details for cross-reference. ➤ Proposed Items must be marked/ highlighted in the relevant brochure. <ul style="list-style-type: none"> ○ State the page and where applicable the catalogue code, for ease of reference. Failure to mark the item in the brochure will result in disqualification for that particular product/ item. 	
<p><u>Please Give complete answers to the specification in the tenderers' response column provided above. And avail a soft copy of the specification.</u></p> <p><u>The following words or statements in answering to the specifications are not sufficient, and might lead to disqualification from further evaluation stages, for that particular item:</u></p>	
i) Tick (✓)	
ii) Yes	
iii) As per specifications.	
iv) Complies	
v) Compliant	
vi) As specified	
ix) Copy and paste the technical specifications of this document	
<p><i>Wherever the tenderers' response needs technical explanation as well as commitment, the tenderer shall respond in writing with office seal/ stamp and signature with date...</i></p>	

6 Forms

6.1 Identification form

6.1.1 Natural person:

6.1.2 Private/public law body with legal form

6.1.3 Public-law body¹⁸

6.1.4 Subcontractors

¹⁸ meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

6.1. Financial identification

6.2 Tender Price Form – Lot 1(Supply of furniture) (please, do not change this 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:

VAT percentage: %.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

Supply of beehive equipment				
No	Items	Quantities	Unit price in Euro Excl. VAT (Delivery and installation all taxes inclusive)	Total price in Euro Excl. VAT (Delivery and installation all taxes inclusive)
1	Buckets	5040		
2	Drums /Barrel	48		
3	Bee brush	480		
4	Bee smoker	180		
5	Analog Refractometer	12		
6	Digital Refractometer	12		
Grand in Total, all taxes inclusive, and DDP				€.....

VAT applicable rate: %In order to correctly compare the tenders, the duly signed information or documents mentioned in the form must be attached to the tender.

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

Certified true and sincere,

Done at, on

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.3 Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of its directors was found guilty following an indefeasible **judgement** for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

4° Terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or financing of terrorism

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.

2. The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 5 000, 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 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. 5° when a conflict of interest within the meaning of Article 6 of the Law cannot be remedied by other, less intrusive measures;

6. 7° 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 for the tenderers

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

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

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

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

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

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

6.5 Selection file – Economic capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017

<p>In one of the past two financial years the tender must provide audited financial statements showing an average turnover of 1.5x the bid amount for the last two (2) years as proof of financial stability. . He shall include in his tender a statement on turnover during the two past 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>Provide The statement on the total turnovers achieved during the past two financial years.</p> <p>The tenderer must provide audited financial statements showing an average turnover of 1.5x the bid amount for the last two (2) years as proof of financial stability. as proof of financial stability.</p>
<p>The tenderer must also provide evidence of his financial solvability.</p> <p>This financial capacity will be evaluated on the basis of the approved Financial Statements of the last two years.</p> <p>For individual undertakings it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date).</p> <p>In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant, or the registered auditor will do.</p> <p>Non-Belgian enterprises must also attach to their tender their approved Financial Statements for the last two financial years or a document listing all assets and liabilities of the enterprise.</p> <p>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>Provisions of the Financial Statements documents approved by the competent organ/Authority, for the last 3 years</p>

6.6 Selection file – Technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18.04.2017	
<p>The tenderer must present his previous experience as set in the technical specifications section 5. The tenderer includes in his tender a list with the main services that have been delivered over the past 3 years including the amount and date as well as the public or private recipients.</p> <p>Similar Service delivery is demonstrated by certificates drawn up or approved by the competent authority or, where the client was a private purchaser, by certification of the private purchaser, or by default, by a simple statement of the service provider</p>	<p>Provide the proof of the minimum required profile for the firm.</p>

An indication of the proportion of the contract which the service provider intends possibly to subcontract .	If sub-contracting is applicable – to be indicated
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6.7 Other documents to be submitted – exhaustive list

6.7.1 Power of attorney

6.7.2 Incorporation certificate

6.7.3 Certification of clearance with regard to the payments of social security contributions

6.7.4 Certification of clearance with regard to the payments of applicable taxes

6.7.5 List of similar assignments

6.7.6 of completion

For each of the listed similar projects (minimum 3 required), the Tenderer 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.