



Tender Specifications

Public contract for the Supply of Training Equipment

Negotiated Procedure without Prior Publication

Navision code: TZA22002-10162

Table of contents

1	General remarks	5
1.1	Derogations from the General Implementing Rules	5
1.2	Contracting authority.....	5
1.3	Institutional framework of Enabel	5
1.4	Rules governing the public contract	6
1.5	Definitions.....	7
1.6	Confidentiality.....	8
1.6.1	Processing of personal data	8
1.6.2	Confidentiality.....	8
1.7	Deontological obligations	9
1.8	Applicable law and competent courts	10
2	Subject-matter and scope of the public contract	11
2.1	Type of contract.....	11
2.2	Subject-matter of procurement.....	11
2.3	Lots.....	11
2.4	Items	11
2.5	Duration of the public contract.....	11
2.6	Variants	11
2.7	Option	11
2.8	Quantity	11
3	Procedure.....	12
3.1	Award procedure	12
3.2	Publication	12
3.3	Information	12
3.4	Tender	12
3.4.1	Data to be included in the tender.....	12
3.4.2	Period the tender is valid	13
3.4.3	Determination of prices	13
3.4.4	Elements included in the price.....	13
3.4.5	How to submit tenders?	13
3.4.6	Change or withdrawal of a tender that has already been submitted.....	14
3.4.7	Opening of Tenders.....	15
3.5	Selection of tenderers.....	15

3.5.1	Exclusion grounds	15
3.5.2	Selection criteria	15
3.5.3	Overview of the procedure	15
3.5.4	Award criteria.....	16
3.5.4.1	Final score	16
3.5.4.2	Awarding the public contract.....	16
3.6	Concluding the public contract	16
4	Special contractual provisions	17
4.1	Managing official (Art. 11)	17
4.2	Subcontractors (Art. 12 to 15)	17
4.3	Confidentiality (Art. 18)	18
4.4	Personal data protection	18
4.5	Intellectual property (Art. 19 to 23).....	19
4.6	Performance bond (Art. 25 to 33).....	19
4.7	Conformity of performance (Art. 34).....	20
4.8	Changes to the public contract (Art. 37 to 38/19)	20
4.8.1	Replacement of the contractor (Art. 38/3, °1).....	20
4.8.2	Revision of prices (Art. 38/7)	22
4.8.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)	22
4.8.4	Unforeseeable circumstances.....	22
4.9	Performance modalities (Art. 115 et seq.).....	23
4.9.1	Deadlines and terms (Art. 116)	23
4.9.2	Quantities to be supplied (Art. 117)	23
4.9.3	Place where the supplies must be delivered and formalities (Art. 149).....	23
4.9.4	Packaging (Art. 119).....	23
4.9.5	Inspection of the supplies delivered (Art. 120).....	23
4.9.6	Liability of the supplier (Art. 122)	23
4.10	Zero tolerance Sexual exploitation and abuse.....	24
4.11	Means of action of the contracting authority (Art. 44–51 and 123–126)	24
4.11.1	Failure of performance (Art. 44)	24
4.11.2	Fines for delay (Art. 46 and 123).....	25
4.11.3	Measures as of right (Art. 47 and 124)	25
4.12	End of the public contract.....	25
4.12.1	Acceptance of the products delivered (Art. 64-65 and 128)	25
4.12.2	Transfer of ownership (Art. 132).....	26

4.12.3	Guarantee period (Art. 134).....	26
4.12.4	Final acceptance (Art. 135)	26
4.12.5	Invoicing and payment of supplies (Art. 66 to 72 – 127)	26
4.13	Litigation (Art. 73)	26
4.14	Obligations of the contracting authority (Art. 136)	27
4.15	Obligations of the supplier (Art. 137 and 138)	27
5	Terms of reference	28
5.1	General conditions.....	28
5.2	Technical specifications	28
6	Forms.....	2
6.1	Identification forms.....	2
6.1.1	Public-law body.....	2
6.1.2	Financial Identification.....	3
6.1.3	Subcontractors.....	4
6.2	Technical Offer - Specifications.....	5
6.3	Tender form - Prices.....	2
6.4	Declaration on honour – Exclusion grounds	2
6.5	Integrity statement for the tenderers.....	4
6.6	Other documents to be provided	5
6.7	Documents to be submitted – exhaustive list	6

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 25-33 of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

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 procurement contract, Enabel is represented by Koen Goekint, Country Director, and Othman Boufaied, Contract Manager who are mandated to represent the company towards 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:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the public contract

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

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection

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

⁵ Belgian Official Gazette of 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette of 9 May 2017.

⁸ Belgian Official Gazette of 27 June 2017.

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

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

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

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

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

Litigation: Court action;

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

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

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

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

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

1.6 Confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

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

parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL

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

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

1.7 Deontological obligations

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

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

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

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

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

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

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, sexual exploitation or abuse, etc.) must be sent to the

Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the public contract

2.1 Type of contract

This Procurement contract is a public supplies contract.

2.2 Subject-matter of procurement

This public supply contract consists of the Supply of training equipment, in conformity with the conditions of these Tender Specifications.

2.3 Lots

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

2.4 Items

The contract consists of the items listed in section 5.

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 of the contract.

2.5 Duration of the public contract

The contract starts upon award notification and expires at the end of the warranty period. The delivery should be done within 90 calendar days after the award.

2.6 Variants

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

2.7 Option

Options are not permitted

2.8 Quantity

Quantities are determined in the ToRs (see section 5).

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Article 42, §1, °1, a) of the Law of 17 June 2016 via a Negotiated Procedure without Prior Publication.

3.2 Publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be). Such publication constitutes an invitation to tender.

3.3 Information

The awarding of this contract is coordinated by **Mr. Alern Mgeni**. Throughout this procedure, all contacts between the contracting authority and the (prospective) tenderers about this 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 5 days before the final date of receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to **Mr Alern Mgeni**, address alern.mgeni@enabel.be and they will be answered in the order received. The complete overview of questions asked will be available at www.enabel.be as from **1st August 2025**.

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: 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 ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

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

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

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

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

The tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”).

3.4.2 Period the tender is valid

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

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

3.4.3 Determination of prices

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

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

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

3.4.4 Elements included in the price

The tenderer is to include in his unit and global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax. This includes the applicable Withholding Tax, which is 5% for local suppliers and 15% for foreign suppliers. The withholding tax must be included in the quoted price and applies only to services and works.

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;

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

7° customs and excise duties;

All prices are DDP Veta Mwanza (INCOTERMS 2020) .
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3.4.5 How to submit tenders?

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

The offer should be submitted in English.

The tender and all accompanying documents must be numbered and signed (original handwritten signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised 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 tenderer submits his tender as follows:

- One original copy of the completed tender will be submitted on paper. Moreover, the tenderer shall attach the copies requested by the tender guidelines to the tender (see Part 3.4.1) These copies may be submitted in one or more PDF files on a USB stick before **6th Aug 2025 at 4:00pm EAT**.

It is submitted in a properly sealed envelope bearing the following information:
Tender TZA22002-10162 Supply of training Equipment NOT TO BE OPENED BEFORE 6th Aug 2025 at 4:00pm EAT.

It may be submitted:

- a) By mail (standard mail or registered mail)

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

Enabel

Enabel Tanzania Country Office

14/15 Masaki, Haile Selassie Road

Oasis Office Park, 4th Floor

P.O Box 23209,

Dar es Salaam, Tanzania

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9 am to 12 pm and from 1 pm to 5pm EAT (see the address given under point a) above).

Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the electronic offers are sent in due time.

Attention: Bids received by email will not be considered

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

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

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

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

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

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

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to in clause 1 is not signed as referred to in paragraph 1, the modification or withdrawal is

automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.7 Opening of Tenders

The tenders will be opened behind closed doors after submission.

3.5 Selection of tenderers

3.5.1 Exclusion grounds

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

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.5.2 Selection criteria

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

The tenderer must provide the following documents to be considered for evaluation:

- At least 2 client references of the same value of this tender for deliveries of training equipment within the last 3 years.
- Provide audited financial statements to demonstrate an average annual turnover of at least the value of the bid for the past 3 financial years (2022-2024).

3.5.3 Overview of the procedure

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

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

In a second phase, the regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criterion stated in the procurement documents. This evaluation will be conducted on the basis of the award criterion 'price/cost' given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

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 are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer who's regular BAFO is the best value for money will be appointed the contractor for this contract.

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

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

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

3.5.4 Award criteria

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the criteria listed in section 5.

3.5.4.1 Final score

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.

The contracting authority also reserves the right to award only certain lots and to decide that the other lots will be the subject matter of one or more new contracts, if necessary, according to another award procedure in accordance with Article 58 §1, third paragraph.

3.6 Concluding the public contract

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

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

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

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

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

4 Special contractual provisions

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

These Tender Specifications derogate from Article 26 of the GIR.

4.1 Managing official (Art. 11)

The managing official is **Mr. Kikolo Mwakasungula**, e-mail: kikolo.mwakasungula@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 supplies, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

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

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

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

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

4.3 Confidentiality (Art. 18)

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

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

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

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

Therefore, he undertakes to:

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

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

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

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

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

4.4 Personal data protection

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by the contractor

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

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

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

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

4.6 Performance bond (Art. 25 to 33)

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

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

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

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

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

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

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office Complete the following form as well as possible: https://finances.belgium.be/sites/default/files/O1_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to info.cdcdck@minfin.fed.be

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

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

Such 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 name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement "lender" or "mandatary" as appropriate.

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

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

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

1° For provisional acceptance: This is equal to a request to release the first half of the performance bond

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

4.7 Conformity of performance (Art. 34)

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

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

4.8.1 Replacement of the contractor (Art. 38/3, °1)

§1 Scope: The clause may be applied in case the contractor is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 GIR) or after taking an ex officio measure (art. 47 GIR).

§2 Nature of the amendment : In derogation of art. 47, §2, °3 GIR, the contracting authority

may, in all the above cases, immediately award a new contract to the subcontractor(s) of the contractor already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new contractor.

§3 Conditions under which this revision clause may be used:

Provided that they meet the selection criteria and the exclusion criteria set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the contractor's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract.

If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of bids under the original award procedure. If this is not the case, the contracting authority will close a contract for account as referred to in the second paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of tenders under the original award procedure, provided that he meets the selection criteria and the exclusion criteria set out in this document.

To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account.

If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of bids under the original award procedure (after exclusion of the initial contractor), the contracting authority shall address itself :

1° either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his bid. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

2° or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new contractor. If the contract has

already been partially executed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial contractor, and compared to the original tender of the new contractor. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new contractor), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial contractor by electronic transmission, in deviation from art. 47, §3, paragraph 3 GIR.

If, following the application of an ex officio measure (art. 47 GIR), the price of the new contract for account concluded is higher than that of the initial contract, the initial contractor shall bear the additional costs.

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 Performance modalities (Art. 115 et seq.)

4.9.1 Deadlines and terms (Art. 116)

The supplies must be delivered within 90 days calendar days as from the day following the date on which the supplier received the award letter and Purchase order. The closure of the supplier's business for annual holidays is not included in this calculation.

4.9.2 Quantities to be supplied (Art. 117)

The public contract's minimum quantities are mentioned under 'Quantities'.

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.

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

The supplies will be delivered **DDP to VETA Mwanza**.

4.9.4 Packaging (Art. 119)

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

4.9.5 Inspection of the supplies delivered (Art. 120)

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

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 or get supplied by another supplier.

4.9.6 Liability of the supplier (Art. 122)

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

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

4.10 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.

4.11 Means of action of the contracting authority (Art. 44–51 and 123–126)

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

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

In case of violation, the contracting authority may impose a lump-sum fine to the contractor for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the appointee and of the advantage that the contractor hoped to obtain by offering the advantage to the appointee. The contracting authority will decide independently about the application and the amount of this fine.

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

4.11.1 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.

4.11.2 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.

4.11.3 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.

4.12 End of the public contract

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

The managing official will closely follow up the delivery.

Provisional acceptance

Upon expiry of the thirty-day period specified in Article 120, §2, as appropriate, a provisional acceptance report or acceptance refusal report will be drawn up.

Full acceptance is proceeded to at the place of delivery without partial acceptance at the place of manufacture:

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

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

4.12.2 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.

4.12.3 Guarantee period (Art. 134)

The warranty period begins on the date of provisional acceptance and ends at the conclusion of the warranty period, as detailed in Section 5.

4.12.4 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.

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to Tanzania.Admin@enabel.be and copy to **Ms Kikolo Mwakasungula**, e-mail: kikolo.mwakasungula@enabel.be.

Only delivery that has been performed correctly may be invoiced.

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

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

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

The invoice must be in EUROS.

To facilitate the VAT exemption process and avoid delays in payments, supplier must provide the proforma invoice(s) corresponding to the upcoming payment(s), as outlined in the payment terms of the tender document. These proforma invoices must be sent to tanzania.admin@enabel.be within 3 days from the date of the award.

No advance may be asked by the supplier, and the payments will be made after provisional acceptance of each delivery of a same order.

4.13 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

4.14 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 no changes to the goods delivered without the written preliminary approval of the supplier.

4.15 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° 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 Terms of reference

5.1 General conditions

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning, and they must comply with the technical specifications described below.

5.2 Technical specifications

5.2.1 Background Information

Tanzania, like many Sub-Saharan African countries, is experiencing rapid urbanization, positioning it among the fastest-urbanizing nations globally. The urban population is projected to grow from 54 million to 74 million by 2030, driven by natural population growth and rural-to-urban migration. However, this rapid expansion has resulted in largely unplanned and uncoordinated urban development, leading to widespread challenges such as poverty and unemployment—particularly among youth and women, with one in four people living below the poverty line.

Urbanization is also escalating energy demand and greenhouse gas emissions. According to the World Resources Institute (WRI, 2017), emissions in major Tanzanian cities could nearly double by 2030 compared to 2012 levels. The rural-to-urban shift has also contributed to overcrowded informal settlements lacking essential services like electricity, clean water, and sanitation, turning cities into hubs of inequality and social exclusion.

These environmental and social pressures are felt across Tanzanian cities. For instance, Tanga grapples with coastal and ocean resilience issues, further intensifying urban challenges. Small and Medium-sized Enterprises (SMEs) are central to Tanzania's economy, particularly in sectors such as fishing, seaweed farming, waste management, and recycling. Yet, many SMEs face hurdles like limited access to infrastructure, equipment, and incubation support.

By strengthening SIDO, VETA, and FETA, Tanzania aims to empower its workforce, reduce poverty and unemployment, and promote inclusive, sustainable economic growth—particularly for women and young people.

Within this broader context, VETA Mwanza is poised to become a key player in addressing energy demands and promoting green solutions through its focus on solar technology. VETA Mwanza has already established a specialized PV (photovoltaic) track as a new specialization and offers short courses in Solar Power Technology. This commitment to solar energy training aligns with the IncluCities project's goals of fostering greener cities and creating new green jobs.

The Tender will specifically enhance VETA Mwanza's capabilities in solar technology by:

Improving infrastructure and modernizing training facilities

Upgrading tools and technologies

By strengthening VETA Mwanza's focus on solar technology and providing access to these essential tools, the IncluCities project aims to not only equip over 300 students with specialized skills for the green economy but also contribute to reducing greenhouse gas emissions and providing sustainable energy solutions for urban areas in Tanzania. This initiative will empower a new generation of skilled professionals, particularly women and youth, to drive Tanzania's transition towards a more inclusive, sustainable, and energy-efficient future.

5.2.2 Purpose and objective

The objective of these Terms of Reference (ToR) is to outline the training equipment for VETA Mwanza required by partners from local government to select a service provider to execute purchase in line with the below scope.

5.2.3 Required specifications for the Training Equipment.

The goods must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning. They shall conform to the technical specifications here under.

No	Designation	Specifications	Unit	Quantity
1	ROAD SOLAR POLES COMPLETE WITH ACCESSORIES	Pole Structure Material: Galvanized steel or aluminium alloy Height: 6 to 9 meters (customizable) Pole Type: Octagonal or cylindrical, single-arm or double-arm Wind Resistance: Up to 160 km/h Mounting: Flange-mounted with anchor bolts Finish: Powder-coated or hot-dip galvanized for corrosion resistance Solar Panel Type: Mono-crystalline or poly-crystalline Power Output: 100W to 200W (depending on lighting requirement) Efficiency: $\geq 18\%$ Mounting Angle: Adjustable tilt for optimal solar exposure Lifespan: ≥ 25 years Certifications: IEC 61215 / IEC 61730 Battery Type: Lithium-ion / LiFePO ₄ / Gel battery Capacity: 12V, 75Ah to 150Ah Depth of Discharge: $\leq 80\%$ Backup Time: 2–3 nights (autonomy) Battery Box: Weatherproof, mounted on or inside the pole LED Lamp	PC	55

		<p>Power Rating: 30W to 60W Luminous Flux: ≥ 120 lm/W Color Temperature: 3000K–6500K Beam Angle: 120° Lifespan: $\geq 50,000$ hours Housing: IP65-rated waterproof and dustproof</p> <p>Charge Controller Type: MPPT or PWM Features: Overcharge and deep discharge protection Dusk-to-dawn automatic operation Motion sensor (optional) Efficiency: $\geq 95\%$</p> <p>Accessories Included</p> <ul style="list-style-type: none"> • Anchor bolts and base plate • Battery box (anti-theft design) • Wiring harness and connectors • Mounting brackets for panel and lamp • User manual and installation guide 		
2	Block making power machine	<p>- Block Forming Mode: Vibration + Pressure Mold Release Method: Hydraulic Turning Method: Hydraulic Hydraulic Pressure: 16–21 MPa Vibration Type: Mould vibration (core vibration for uniform density) Production Cycle Time: 25–30 seconds per cycle Main Motor Power: 18.5 kW (JMQ-12A) / 24 kW (QMY18A) Control System: Fully automatic with touchscreen PLC (F44 model) Block Size Compatibility: Height: 190mm – 450mm Mould Area: Up to 1160mm x 1050mm Pallet Requirement: No pallet needed (mobile operation)</p>	PC	1

		<p>Hopper Capacity: Up to 2.5 m³</p> <p>Output Capacity:</p> <p>8" Hollow Blocks: 26,900 – 51,840 pcs per 8 hours (depending on model)</p> <p>Power Supply: 3-phase AC, 380V / 50Hz</p> <p>Mobility: Mobile chassis with hydraulic steering</p> <p>Safety Features:</p> <p>Safety guards with captive key locking</p> <p>Emergency stop system</p> <p>Materials Supported: Concrete, cement, sand, slag, small stones, construction waste</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Mould sets • Hydraulic oil • Operation manual • Spare parts kit 		
3	Digital tape measure	<p>Measuring Range: 0.05 m to 50 m</p> <p>Accuracy: ±1.5 mm or better</p> <p>Display: Backlit digital LCD</p> <p>Units of Measurement: Metric (m, cm, mm) and Imperial (in, ft)</p> <p>Memory: Stores at least 10 measurements</p> <p>Power Source: Rechargeable battery or AAA batteries</p> <p>Battery Life: Minimum 5 hours of continuous use</p> <p>Auto Shut-off: After 3 minutes of inactivity</p> <p>Material: Durable ABS plastic with rubberized grip</p> <p>Water/Dust Resistance: Minimum IP54 rating</p> <p>Operating Temperature: -10°C to +50°C</p> <p>Connectivity: Optional Bluetooth for data transfer (preferred)</p>	PC	10
4	Chip Drilling machine	<p>- Spindle Speed: Up to 26,000 RPM</p> <p>Supported Chip Types: BGA, IC, CPU, NAND, Touch IC</p> <p>Control Interface: Touchscreen or button panel</p> <p>Power Supply: AC 220V ±10%, 50/60Hz</p> <p>Vacuum Suction Power: ≥ 20 kPa</p> <p>Vacuum Filter: HEPA-grade, dust and odor filtration</p>	PC	1

		<p>Noise Level: ≤ 60 dB</p> <p>Machine Dimensions: Approx. 350mm x 300mm x 250mm</p> <p>Machine Weight: ≤ 10 kg</p> <p>Operation Modes: Automatic and Manual</p> <p>Safety Features: Overload and overheat protection, emergency stop</p> <p>Certifications: CE Certified</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • 3x CPU Grinding Bits • 1x Hard Disk Bit • 1x Touch IC Bit • 1x Lens Bit • Power Cable, User Manual, Maintenance Kit 		
5	LCD TESTER MACHINE	<p>- Supported Display Types: LCD, OLED, AMOLED, TFT</p> <p>Interface Support: RGB, CPU, SPI, LVDS</p> <p>Touch Function Testing: Supports capacitive and resistive touchscreens</p> <p>True Tone & 3D Touch Testing: Enabled for iPhone models</p> <p>Screen Size Compatibility: 3.5" to 7.0" mobile screens</p> <p>Power Supply: AC 220V ±10%, 50/60Hz</p> <p>Voltage Output Range: 0–15V adjustable</p> <p>Pattern Generation: Built-in test patterns (color bars, grayscale, crosshair, etc.)</p> <p>Custom Pattern Support: Bitmap upload via USB</p> <p>Control Interface: Touchscreen or keypad</p> <p>Backlight Testing: Adjustable LED current and intensity</p> <p>Data Interface: USB for firmware updates and pattern uploads</p> <p>Dimensions: Approx. 300mm x 250mm x 150mm</p> <p>Weight: ≤ 5 kg</p> <p>Safety Features: Over-voltage protection, short-circuit protection</p> <p>Certifications: CE, RoHS</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Display connector kits for major brands • USB cable • Power adapter 	PC	1

		<ul style="list-style-type: none"> User manual 		
6	CIRCUIT PRE-HEATING MACHINE	<p>Material: High-quality aluminum alloy Heating Type: High power, high current heating Output Interface: 2x USB-A + 2x USB-C Instantaneous Output Current: Up to 20A Voltage Gears: 1.2V / 1.8V / 3.0V / 4.3V / 6.3V Fast Charging Protocol Support: PD, QC, AFC Display: 4-digit digital display (input/output voltage and current) Functionality: Preheating for soldering/desoldering Short circuit detection and repair Capacitance breakdown tool included Design: Ergonomic, compact, and portable Weight: Approx. 110g Safety Features: Over-voltage and over-current protection Application: Suitable for CPU, BGA, FPC connector, and PCB repair Accessories Included:</p> <ul style="list-style-type: none"> Capacitance breakdown tool Power cable User manual 	PC	1
7	ACETYLENE REGULATOR	<p>Type: 2-Stage Acetylene Gas Regulator Standards Compliance: IS 6901 (latest) / ISO 2503 (latest) Maximum Inlet Pressure: 40 bar Outlet Pressure Gauge: Minimum 60 intervals Marked in both bar and psi Inlet Pressure Gauge: Dual scale (bar and psi) Connector Type: External thread Compatible with acetylene cylinder valves as per IS 3224 (latest) Flashback Arrestor:</p>	PC	1

		<p>Included (non-return valve + Flame arrestor)</p> <p>Connection Type: Nipple type (suitable for 8 mm hose)</p> <p>Application:</p> <p>Gas cutting, soldering, and heating in electronics and repair industries</p> <p>Markings:</p> <p>Unique serial number engraved on both regulator and flashback arrestor</p> <p>Safety Features:</p> <p>Overpressure relief</p> <p>Flame arrestor</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Flashback arrestor • Mounting nut and washer • User manual 		
8	OXYGEN REGULATOR	<p>Type: Double-stage oxygen gas regulator</p> <p>Standards Compliance: IS 6901 / ISO 2503 (latest editions)</p> <p>Maximum Inlet Pressure: 300 bar</p> <p>Outlet Pressure Range: 0–10 bar (adjustable)</p> <p>Inlet Connection:</p> <p>Compatible with oxygen cylinders as per IS 3224</p> <p>Threaded connection (BSP or CGA standard)</p> <p>Outlet Connection:</p> <p>Hose nipple suitable for 6 mm or 8 mm oxygen hose</p> <p>Pressure Gauges:</p> <p>Dual gauge (inlet and outlet)</p> <p>Marked in bar and psi</p> <p>Minimum 60 intervals for precision</p> <p>Body Material: Forged brass body with chrome-plated finish</p> <p>Diaphragm: Stainless steel or neoprene reinforced</p> <p>Safety Features:</p> <p>Pressure relief valve</p> <p>Flame arrestor (optional)</p> <p>Flow Rate: Up to 40 L/min</p>	PC	1

		<p>Application: Oxygen supply for micro-welding, soldering, and heating</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Mounting nut and washer • User manual 		
9	OXY ACETYLENE CUTTING TORCH	<p>Torch Type: Manual oxy-acetylene cutting torch</p> <p>Cutting Capacity: Up to 25 mm (mild steel)</p> <p>Fuel Gas Compatibility: Acetylene (C₂H₂)</p> <p>Oxygen Pressure Range: 2–5 bar</p> <p>Acetylene Pressure Range: 0.5–1.5 bar</p> <p>Torch Body Material: Forged brass or stainless steel</p> <p>Nozzle Type: Swaged or two-piece</p> <p>Nozzle Sizes: #0, #1, #2 (interchangeable)</p> <p>Mixing Type: Injector type (safe for low-pressure acetylene)</p> <p>Handle Grip: Ergonomic, heat-resistant</p> <p>Ignition Method: Manual (flint spark lighter or piezo)</p> <p>Hose Connection:</p> <p>Oxygen: Right-hand thread</p> <p>Acetylene: Left-hand thread</p> <p>Hose size: 6 mm or 8 mm ID</p> <p>Safety Features:</p> <p>Flashback arrestors (at torch and regulator ends)</p> <p>Non-return valves</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • 3x Cutting nozzles • Spark lighter • Spanner • User manual 	PC	1
10	ACETYLENE CYLINDER(FILLED)	<p>Cylinder Type: Dissolved Acetylene Gas Cylinder</p> <p>Filling Gas: Commercial-grade acetylene (C₂H₂), ≥ 98% purity</p> <p>Cylinder Material: Seamless steel or forged steel</p> <p>Water Capacity: 40–50 liters (commonly used: 40L or 47L)</p>	PC	1

		Filling Pressure: 15 bar (at 21°C) Filling Medium: Acetone or DMF (Dimethylformamide) as solvent Gas Capacity: Approx. 7.6 m³ (for 40L cylinder) Valve Type: IS:3224 compliant, 3/4" BSP or 3/8" NGT thread Safety Devices: Fusible plugs (top and bottom) Valve protection cap Tare Weight: Approx. 45–55 kg (without cap) Height: Approx. 930–1000 mm (with valve and cap) Diameter: Approx. 250–300 mm Color Code: Maroon (as per gas cylinder color coding standards) Markings: Manufacturer's name Serial number Test date and expiry Gas type and capacity Testing Standard: Hydrostatic test every 5 years Certifications: PESO / ISO 9809 / IS 7312 Accessories Included: Valve protection cap Test certificate Safety data sheet (SDS)		
11	OXY ACETYLENE WELDING TORCH	Torch Type: Manual oxy-acetylene welding torch Welding Capacity: Suitable for thin sheet metal and micro-welding (0.2 mm to 3 mm) Fuel Gas Compatibility: Acetylene (C ₂ H ₂) Oxygen Pressure Range: 1–4 bar Acetylene Pressure Range: 0.1–1.5 bar Torch Body Material: Forged brass or stainless steel Mixing Type: Injector or equal-pressure type Nozzle Sizes: #0, #1, #2 (interchangeable for different flame sizes) Flame Type: Neutral, carburizing, or oxidizing (adjustable) Handle Grip: Ergonomic, heat-resistant, non-slip	PC	1

		Hose Connection: Oxygen: Right-hand thread Acetylene: Left-hand thread Hose size: 6 mm or 8 mm ID Ignition Method: Manual (flint lighter or piezo ignition) Safety Features: Flashback arrestors Non-return valves Application: Micro-welding of small components Precision soldering/desoldering PCB and metal frame repair Accessories Included: <ul style="list-style-type: none"> • 3x Welding nozzles • Spark lighter • Spanner • User manual 		
12	OXYGEN CYLINDER(FILLED)	Cylinder Type: High-pressure seamless steel oxygen gas cylinder Filling Gas: Industrial-grade oxygen, ≥ 99.5% purity Water Capacity: 40–47 liters (commonly used: 47L) Filling Pressure: 150–200 bar (at 15°C) Gas Capacity: Approx. 6.8 m ³ (for 47L cylinder at 150 bar) Cylinder Material: Seamless manganese steel or chromium-molybdenum alloy steel Valve Type: IS:3224 compliant, 3/4" BSP thread Color Code: Black body with white shoulder (as per gas cylinder color coding standards) Tare Weight: Approx. 50–55 kg Height: Approx. 1300–1400 mm (with valve and cap) Diameter: Approx. 230–250 mm Safety Features: Valve protection cap Pressure relief device Markings:	PC	1

		Manufacturer's name Serial number Test date and expiry Gas type and capacity Testing Standard: Hydrostatic test every 5 years Certifications: PESO / ISO 9809 / IS 7285 Accessories Included: • Valve protection cap • Test certificate • Safety data sheet (SDS)		
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Selection Criteria

The tenderer must provide the following documents to be considered for evaluation:

- At least 2 client references of the same value of this tender for deliveries of training equipment within the last 3 years.
- Provide audited financial statements to demonstrate an average annual turnover of at least the value of the bid for the past 3 financial years (2022-2024).

Award Criteria

The award criteria for this contract is 100% price.

Duration of contract

The delivery should be made within 90 days after the award date.

Warranty

The warranty period is 1 year for all items.

6 Forms

6.1 Identification forms

6.1.1 Public-law body⁹

Fill out the form below:

OFFICIAL NAME ¹⁰			
ABBREVIATION			
MAIN REGISTRATION NUMBER ¹¹			
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			

⁹ 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.).

¹⁰ National denomination and its translation in EN or FR if existing.

¹¹ Registration number in the national register of the entity.

6.1.2 Financial Identification

ACCOUNT NAME (1)		
ADDRESS		
TOWN/CITY		POST CODE
COUNTRY		
CONTACT		
TELEPHONE		TELEFAX
E - MAIL		
BANK (2)		
NAME OF BANK		
ADDRESS (OF BRANCH)		
TOWN/CITY		POST CODE
COUNTRY		
ACCOUNT NUMBER		
IBAN (3)		
NAME OF SIGNATORIES	NAME & FORENAME	FUNCTION
COMMENTS:		
STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)		DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)

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

6.1.3 Subcontractors

Name and legal form	Address / Registered office	Regards

6.2 Technical Offer - Specifications

The tenderers are requested to submit a technical offer by completing the below tables.

- Column 2 shows the required specifications (which should not be modified by the tenderer)
- Column 4 is to be filled in by the tenderer and must details what is being offered (simply indicating the words “compliant” or “yes” is not sufficient)
- Column 5 allows the tenderer to provide comments on the proposed supply and to reference any relevant documentation.

S/N	Description	Minimum specification required	Qty	Specifications offered	Comments/ remarks
1	ROAD SOLAR POLES COMPLETE WITH ACCESSORIES	<p>Pole Structure Material: Galvanized steel or aluminium alloy Height: 6 to 9 meters (customizable) Pole Type: Octagonal or cylindrical, single-arm or double-arm Wind Resistance: Up to 160 km/h Mounting: Flange-mounted with anchor bolts Finish: Powder-coated or hot-dip galvanized for corrosion resistance</p> <p>Solar Panel Type: Mono-crystalline or poly-crystalline Power Output: 100W to 200W (depending on lighting requirement) Efficiency: $\geq 18\%$ Mounting Angle: Adjustable tilt for optimal solar exposure Lifespan: ≥ 25 years Certifications: IEC 61215 / IEC 61730</p> <p>Battery Type: Lithium-ion / LiFePO₄ / Gel battery Capacity: 12V, 75Ah to 150Ah Depth of Discharge: $\leq 80\%$ Backup Time: 2–3 nights (autonomy) Battery Box: Weatherproof, mounted on or inside the pole</p> <p>LED Lamp Power Rating: 30W to 60W Luminous Flux: ≥ 120 lm/W</p>	Pc 55		

		<p>Color Temperature: 3000K–6500K Beam Angle: 120° Lifespan: ≥ 50,000 hours Housing: IP65-rated waterproof and dustproof Charge Controller Type: MPPT or PWM Features: Overcharge and deep discharge protection Dusk-to-dawn automatic operation Motion sensor (optional) Efficiency: ≥ 95% Accessories Included</p> <ul style="list-style-type: none"> • Anchor bolts and base plate • Battery box (anti-theft design) • Wiring harness and connectors • Mounting brackets for panel and lamp <p>User manual and installation guide</p>			
2	Block making power machine	<p>- Block Forming Mode: Vibration + Pressure Mold Release Method: Hydraulic Turning Method: Hydraulic Hydraulic Pressure: 16–21 MPa Vibration Type: Mould vibration (core vibration for uniform density) Production Cycle Time: 25–30 seconds per cycle Main Motor Power: 18.5 kW (JMQ-12A) / 24 kW (QMY18A) Control System: Fully automatic with touchscreen PLC (F44 model) Block Size Compatibility: Height: 190mm – 450mm</p>	Pc 1		

		<p>Mould Area: Up to 1160mm x 1050mm</p> <p>Pallet Requirement: No pallet needed (mobile operation)</p> <p>Hopper Capacity: Up to 2.5 m³</p> <p>Output Capacity:</p> <p>8" Hollow Blocks: 26,900 – 51,840 pcs per 8 hours (depending on model)</p> <p>Power Supply: 3-phase AC, 380V / 50Hz</p> <p>Mobility: Mobile chassis with hydraulic steering</p> <p>Safety Features:</p> <p>Safety guards with captive key locking</p> <p>Emergency stop system</p> <p>Materials Supported: Concrete, cement, sand, slag, small stones, construction waste</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Mould sets • Hydraulic oil • Operation manual • Spare parts kit 			
3	Digital tape measure	<p>Measuring Range: 0.05 m to 50 m</p> <p>Accuracy: ±1.5 mm or better</p> <p>Display: Backlit digital LCD</p> <p>Units of Measurement: Metric (m, cm, mm) and Imperial (in, ft)</p> <p>Memory: Stores at least 10 measurements</p> <p>Power Source: Rechargeable battery or AAA batteries</p> <p>Battery Life: Minimum 5 hours of continuous use</p> <p>Auto Shut-off: After 3 minutes of inactivity</p> <p>Material: Durable ABS plastic with rubberized grip</p>	Pc 10		

		Water/Dust Resistance: Minimum IP54 rating Operating Temperature: -10°C to +50°C Connectivity: Optional Bluetooth for data transfer (preferred)			
4	Chip Drilling machine	- Spindle Speed: Up to 26,000 RPM Supported Chip Types: BGA, IC, CPU, NAND, Touch IC Control Interface: Touchscreen or button panel Power Supply: AC 220V ±10%, 50/60Hz Vacuum Suction Power: ≥ 20 kPa Vacuum Filter: HEPA-grade, dust and odor filtration Noise Level: ≤ 60 dB Machine Dimensions: Approx. 350mm x 300mm x 250mm Machine Weight: ≤ 10 kg Operation Modes: Automatic and Manual Safety Features: Overload and overheat protection, emergency stop Certifications: CE Certified Accessories Included: <ul style="list-style-type: none"> • 3x CPU Grinding Bits • 1x Hard Disk Bit • 1x Touch IC Bit • 1x Lens Bit • Power Cable, User Manual, Maintenance Kit 	Pc 1		
5	LCD TESTER MACHINE	- Supported Display Types: LCD, OLED, AMOLED, TFT Interface Support: RGB, CPU, SPI, LVDS Touch Function Testing: Supports capacitive and	Pc 1		

		<p>resistive touchscreens</p> <p>True Tone & 3D Touch Testing: Enabled for iPhone models</p> <p>Screen Size Compatibility: 3.5" to 7.0" mobile screens</p> <p>Power Supply: AC 220V \pm10%, 50/60Hz</p> <p>Voltage Output Range: 0–15V adjustable</p> <p>Pattern Generation: Built-in test patterns (color bars, grayscale, crosshair, etc.)</p> <p>Custom Pattern Support: Bitmap upload via USB</p> <p>Control Interface: Touchscreen or keypad</p> <p>Backlight Testing: Adjustable LED current and intensity</p> <p>Data Interface: USB for firmware updates and pattern uploads</p> <p>Dimensions: Approx. 300mm x 250mm x 150mm</p> <p>Weight: \leq 5 kg</p> <p>Safety Features: Over-voltage protection, short-circuit protection</p> <p>Certifications: CE, RoHS</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Display connector kits for major brands • USB cable • Power adapter • User manual 			
6	CIRCUIT PRE-HEATING MACHINE	<p>Material: High-quality aluminum alloy</p> <p>Heating Type: High power, high current heating</p> <p>Output Interface: 2x USB-A + 2x USB-C</p> <p>Instantaneous Output Current: Up to 20A</p> <p>Voltage Gears: 1.2V / 1.8V / 3.0V / 4.3V / 6.3V</p> <p>Fast Charging Protocol Support: PD, QC, AFC</p>	Pc 1		

		<p>Display: 4-digit digital display (input/output voltage and current)</p> <p>Functionality:</p> <p>Preheating for soldering/desoldering</p> <p>Short circuit detection and repair</p> <p>Capacitance breakdown tool included</p> <p>Design: Ergonomic, compact, and portable</p> <p>Weight: Approx. 110g</p> <p>Safety Features: Over-voltage and over-current protection</p> <p>Application: Suitable for CPU, BGA, FPC connector, and PCB repair</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Capacitance breakdown tool • Power cable • User manual 			
7	ACETYLENE REGULATOR	<p>Type: 2-Stage Acetylene Gas Regulator</p> <p>Standards Compliance: IS 6901 (latest) / ISO 2503 (latest)</p> <p>Maximum Inlet Pressure: 40 bar</p> <p>Outlet Pressure Gauge:</p> <p>Minimum 60 intervals</p> <p>Marked in both bar and psi</p> <p>Inlet Pressure Gauge:</p> <p>Dual scale (bar and psi)</p> <p>Connector Type:</p> <p>External thread</p> <p>Compatible with acetylene cylinder valves as per IS 3224 (latest)</p> <p>Flashback Arrestor:</p> <p>Included (non-return valve + Flame arrestor)</p>	Pc 1		

		<p>Connection Type: Nipple type (suitable for 8 mm hose)</p> <p>Application: Gas cutting, soldering, and heating in electronics and repair industries</p> <p>Markings: Unique serial number engraved on both regulator and flashback arrestor</p> <p>Safety Features: Overpressure relief Flame arrestor</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Flashback arrestor • Mounting nut and washer • User manual 			
8	OXYGEN REGULATOR	<p>Type: Double-stage oxygen gas regulator</p> <p>Standards Compliance: IS 6901 / ISO 2503 (latest editions)</p> <p>Maximum Inlet Pressure: 300 bar</p> <p>Outlet Pressure Range: 0–10 bar (adjustable)</p> <p>Inlet Connection: Compatible with oxygen cylinders as per IS 3224 Threaded connection (BSP or CGA standard)</p> <p>Outlet Connection: Hose nipple suitable for 6 mm or 8 mm oxygen hose</p> <p>Pressure Gauges: Dual gauge (inlet and outlet) Marked in bar and psi Minimum 60 intervals for precision</p> <p>Body Material: Forged brass body with chrome-</p>	Pc 1		

		<p>plated finish</p> <p>Diaphragm: Stainless steel or neoprene reinforced</p> <p>Safety Features:</p> <p>Pressure relief valve</p> <p>Flame arrestor (optional)</p> <p>Flow Rate: Up to 40 L/min</p> <p>Application:</p> <p>Oxygen supply for micro-welding, soldering, and heating</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Mounting nut and washer • User manual 			
9	OXY ACETYLENE CUTTING TORCH	<p>Torch Type: Manual oxy-acetylene cutting torch</p> <p>Cutting Capacity: Up to 25 mm (mild steel)</p> <p>Fuel Gas Compatibility: Acetylene (C₂H₂)</p> <p>Oxygen Pressure Range: 2–5 bar</p> <p>Acetylene Pressure Range: 0.5–1.5 bar</p> <p>Torch Body Material: Forged brass or stainless steel</p> <p>Nozzle Type: Swaged or two-piece</p> <p>Nozzle Sizes: #0, #1, #2 (interchangeable)</p> <p>Mixing Type: Injector type (safe for low-pressure acetylene)</p> <p>Handle Grip: Ergonomic, heat-resistant</p> <p>Ignition Method: Manual (flint spark lighter or piezo)</p> <p>Hose Connection:</p> <p>Oxygen: Right-hand thread</p> <p>Acetylene: Left-hand thread</p> <p>Hose size: 6 mm or 8 mm ID</p> <p>Safety Features:</p>	Pc 1		

		Flashback arrestors (at torch and regulator ends) Non-return valves Accessories Included: <ul style="list-style-type: none"> • 3x Cutting nozzles • Spark lighter • Spanner • • User manual 			
10	ACETYLENE CYLINDER(FILLED)	Cylinder Type: Dissolved Acetylene Gas Cylinder Filling Gas: Commercial-grade acetylene (C ₂ H ₂), ≥ 98% purity Cylinder Material: Seamless steel or forged steel Water Capacity: 40–50 liters (commonly used: 40L or 47L) Filling Pressure: 15 bar (at 21°C) Filling Medium: Acetone or DMF (Dimethylformamide) as solvent Gas Capacity: Approx. 7.6 m ³ (for 40L cylinder) Valve Type: IS:3224 compliant, 3/4" BSP or 3/8" NGT thread Safety Devices: Fusible plugs (top and bottom) Valve protection cap Tare Weight: Approx. 45–55 kg (without cap) Height: Approx. 930–1000 mm (with valve and cap) Diameter: Approx. 250–300 mm Color Code: Maroon (as per gas cylinder color coding standards) Markings: Manufacturer's name Serial number Test date and expiry	Pc 1		

		Gas type and capacity Testing Standard: Hydrostatic test every 5 years Certifications: PESO / ISO 9809 / IS 7312 Accessories Included: Valve protection cap Test certificate Safety data sheet (SDS)			
11	OXY ACETYLENE WELDING TORCH	Torch Type: Manual oxy-acetylene welding torch Welding Capacity: Suitable for thin sheet metal and micro-welding (0.2 mm to 3 mm) Fuel Gas Compatibility: Acetylene (C ₂ H ₂) Oxygen Pressure Range: 1–4 bar Acetylene Pressure Range: 0.1–1.5 bar Torch Body Material: Forged brass or stainless steel Mixing Type: Injector or equal-pressure type Nozzle Sizes: #0, #1, #2 (interchangeable for different flame sizes) Flame Type: Neutral, carburizing, or oxidizing (adjustable) Handle Grip: Ergonomic, heat-resistant, non-slip Hose Connection: Oxygen: Right-hand thread Acetylene: Left-hand thread Hose size: 6 mm or 8 mm ID Ignition Method: Manual (flint lighter or piezo ignition) Safety Features: Flashback arrestors Non-return valves Application:	Pc 1		

		<p>Micro-welding of small components Precision soldering/desoldering PCB and metal frame repair Accessories Included:</p> <ul style="list-style-type: none"> • 3x Welding nozzles • Spark lighter • Spanner • User manual 			
12	OXYGEN CYLINDER(FILLED)	<p>Cylinder Type: High-pressure seamless steel oxygen gas cylinder Filling Gas: Industrial-grade oxygen, $\geq 99.5\%$ purity Water Capacity: 40–47 liters (commonly used: 47L) Filling Pressure: 150–200 bar (at 15°C) Gas Capacity: Approx. 6.8 m³ (for 47L cylinder at 150 bar) Cylinder Material: Seamless manganese steel or chromium-molybdenum alloy steel Valve Type: IS:3224 compliant, 3/4" BSP thread Color Code: Black body with white shoulder (as per gas cylinder color coding standards) Tare Weight: Approx. 50–55 kg Height: Approx. 1300–1400 mm (with valve and cap) Diameter: Approx. 230–250 mm Safety Features: Valve protection cap Pressure relief device Markings: Manufacturer's name</p>	Pc 1		

		Serial number Test date and expiry Gas type and capacity Testing Standard: Hydrostatic test every 5 years Certifications: PESO / ISO 9809 / IS 7285 Accessories Included: • Valve protection cap • Test certificate • Safety data sheet (SDS)			
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- The technical offer is required for verification of compliance with the minimum technical specifications. It will not be scored and is not part of the award criteria. However, failure to demonstrate compliance will lead to the offer being considered irregular.
- The tenderers are requested to bid for all the items listed above.
- Any documentation provided should clearly highlight or mark the offered models and the included options (if any, so the evaluators can easily identify the exact configuration, offers that do not clearly specify the models and their specifications may be rejected by the evaluation committee
- The offer must be clear enough to allow evaluators to easily compare the requested specifications with the offered specifications.
- The supplies must be new, guaranteed to be of origin, and free of any flaws or defects that could affect their appearance or proper functioning. They must conform to the following specifications.

In the section below, please specify the proposed delivery timeline. The timeline should be expressed in calendar dates, starting from the date of tender award notification.

Required Delivery Timeline	Proposed Delivery Timeline
90 days after award	

6.3 Tender form - Prices

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.

#	Designation	Specifications	Unit	Quantity	Unit price (Euro)	Total Price in Euro
1	Road solar poles complete with accessories	Pole Structure Material: Galvanized steel or aluminium alloy Height: 6 to 9 meters (customizable) Pole Type: Octagonal or cylindrical, single-arm or double-arm Wind Resistance: Up to 160 km/h Mounting: Flange-mounted with anchor bolts Finish: Powder-coated or hot-dip galvanized for corrosion resistance Solar Panel Type: Mono-crystalline or poly-crystalline Power Output: 100W to 200W (depending on lighting requirement) Efficiency: $\geq 18\%$ Mounting Angle: Adjustable tilt for optimal solar exposure Lifespan: ≥ 25 years Certifications: IEC 61215 / IEC 61730 Battery Type: Lithium-ion / LiFePO ₄ / Gel battery	PC	31		

		<p>Capacity: 12V, 75Ah to 150Ah Depth of Discharge: ≤ 80% Backup Time: 2–3 nights (autonomy) Battery Box: Weatherproof, mounted on or inside the pole</p> <p>LED Lamp Power Rating: 30W to 60W Luminous Flux: ≥ 120 lm/W Color Temperature: 3000K–6500K Beam Angle: 120° Lifespan: ≥ 50,000 hours Housing: IP65-rated waterproof and dustproof</p> <p>Charge Controller Type: MPPT or PWM Features: Overcharge and deep discharge protection Dusk-to-dawn automatic operation Motion sensor (optional) Efficiency: ≥ 95%</p> <p>Accessories Included</p> <ul style="list-style-type: none"> • Anchor bolts and base plate • Battery box (anti-theft design) • Wiring harness and connectors • Mounting brackets for panel and lamp • User manual and installation guide 				
2	Block making power machine	<p>- Block Forming Mode: Vibration + Pressure Mold Release Method: Hydraulic Turning Method: Hydraulic Hydraulic Pressure: 16–21 MPa Vibration Type: Mould vibration (core vibration for</p>	PC	31		

		<p>uniform density)</p> <p>Production Cycle Time: 25–30 seconds per cycle</p> <p>Main Motor Power: 18.5 kW (JMQ-12A) / 24 kW (QMY18A)</p> <p>Control System: Fully automatic with touchscreen PLC (F44 model)</p> <p>Block Size Compatibility:</p> <p>Height: 190mm – 450mm</p> <p>Mould Area: Up to 1160mm x 1050mm</p> <p>Pallet Requirement: No pallet needed (mobile operation)</p> <p>Hopper Capacity: Up to 2.5 m³</p> <p>Output Capacity:</p> <p>8” Hollow Blocks: 26,900 – 51,840 pcs per 8 hours (depending on model)</p> <p>Power Supply: 3-phase AC, 380V / 50Hz</p> <p>Mobility: Mobile chassis with hydraulic steering</p> <p>Safety Features:</p> <p>Safety guards with captive key locking</p> <p>Emergency stop system</p> <p>Materials Supported: Concrete, cement, sand, slag, small stones, construction waste</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Mould sets • Hydraulic oil • Operation manual • • Spare parts kit 				
3	Digital tape measure	<p>Measuring Range: 0.05 m to 50 m</p> <p>Accuracy: ±1.5 mm or better</p> <p>Display: Backlit digital LCD</p> <p>Units of Measurement: Metric (m, cm, mm) and Imperial (in, ft)</p>	PC	31		

		Memory: Stores at least 10 measurements Power Source: Rechargeable battery or AAA batteries Battery Life: Minimum 5 hours of continuous use Auto Shut-off: After 3 minutes of inactivity Material: Durable ABS plastic with rubberized grip Water/Dust Resistance: Minimum IP54 rating Operating Temperature: -10°C to +50°C <ul style="list-style-type: none"> Connectivity: Optional Bluetooth for data transfer (preferred) 				
4	Chip Drilling machine	- Spindle Speed: Up to 26,000 RPM Supported Chip Types: BGA, IC, CPU, NAND, Touch IC Control Interface: Touchscreen or button panel Power Supply: AC 220V ±10%, 50/60Hz Vacuum Suction Power: ≥ 20 kPa Vacuum Filter: HEPA-grade, dust and odor filtration Noise Level: ≤ 60 dB Machine Dimensions: Approx. 350mm x 300mm x 250mm Machine Weight: ≤ 10 kg Operation Modes: Automatic and Manual Safety Features: Overload and overheat protection, emergency stop Certifications: CE Certified Accessories Included: <ul style="list-style-type: none"> 3x CPU Grinding Bits 1x Hard Disk Bit 1x Touch IC Bit 1x Lens Bit • Power Cable, User Manual, Maintenance Kit 	PC	31		
5	Lcd tester machine	- Supported Display Types: LCD, OLED, AMOLED, TFT	PC	31		

		<p>Interface Support: RGB, CPU, SPI, LVDS</p> <p>Touch Function Testing: Supports capacitive and resistive touchscreens</p> <p>True Tone & 3D Touch Testing: Enabled for iPhone models</p> <p>Screen Size Compatibility: 3.5" to 7.0" mobile screens</p> <p>Power Supply: AC 220V ±10%, 50/60Hz</p> <p>Voltage Output Range: 0–15V adjustable</p> <p>Pattern Generation: Built-in test patterns (color bars, grayscale, crosshair, etc.)</p> <p>Custom Pattern Support: Bitmap upload via USB</p> <p>Control Interface: Touchscreen or keypad</p> <p>Backlight Testing: Adjustable LED current and intensity</p> <p>Data Interface: USB for firmware updates and pattern uploads</p> <p>Dimensions: Approx. 300mm x 250mm x 150mm</p> <p>Weight: ≤ 5 kg</p> <p>Safety Features: Over-voltage protection, short-circuit protection</p> <p>Certifications: CE, RoHS</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Display connector kits for major brands • USB cable • Power adapter • • User manual 				
6	Circuit pre-heating machine	<p>Material: High-quality aluminum alloy</p> <p>Heating Type: High power, high current heating</p> <p>Output Interface: 2x USB-A + 2x USB-C</p> <p>Instantaneous Output Current: Up to 20A</p> <p>Voltage Gears: 1.2V / 1.8V / 3.0V / 4.3V / 6.3V</p> <p>Fast Charging Protocol Support: PD, QC, AFC</p>	PC	31		

		Display: 4-digit digital display (input/output voltage and current) Functionality: Preheating for soldering/desoldering Short circuit detection and repair Capacitance breakdown tool included Design: Ergonomic, compact, and portable Weight: Approx. 110g Safety Features: Over-voltage and over-current protection Application: Suitable for CPU, BGA, FPC connector, and PCB repair Accessories Included: <ul style="list-style-type: none"> • Capacitance breakdown tool • Power cable • User manual 				
7	Acetyline regulator	Type: 2-Stage Acetylene Gas Regulator Standards Compliance: IS 6901 (latest) / ISO 2503 (latest) Maximum Inlet Pressure: 40 bar Outlet Pressure Gauge: Minimum 60 intervals Marked in both bar and psi Inlet Pressure Gauge: Dual scale (bar and psi) Connector Type: External thread Compatible with acetylene cylinder valves as per IS 3224 (latest) Flashback Arrestor: Included (non-return valve + Flame arrestor) Connection Type: Nipple type (suitable for 8 mm	PC	31		

		hose) Application: Gas cutting, soldering, and heating in electronics and repair industries Markings: Unique serial number engraved on both regulator and flashback arrestor Safety Features: Overpressure relief Flame arrestor Accessories Included: <ul style="list-style-type: none"> Flashback arrestor Mounting nut and washer • • User manual 				
8	Oxygen regulator	Type: Double-stage oxygen gas regulator Standards Compliance: IS 6901 / ISO 2503 (latest editions) Maximum Inlet Pressure: 300 bar Outlet Pressure Range: 0–10 bar (adjustable) Inlet Connection: Compatible with oxygen cylinders as per IS 3224 Threaded connection (BSP or CGA standard) Outlet Connection: Hose nipple suitable for 6 mm or 8 mm oxygen hose Pressure Gauges: Dual gauge (inlet and outlet) Marked in bar and psi Minimum 60 intervals for precision Body Material: Forged brass body with chrome-plated finish Diaphragm: Stainless steel or neoprene reinforced Safety Features:	PC	31		

		Pressure relief valve Flame arrestor (optional) Flow Rate: Up to 40 L/min Application: Oxygen supply for micro-welding, soldering, and heating Accessories Included: <ul style="list-style-type: none"> • Mounting nut and washer • User manual 				
9	Oxy acetyline cutting torch	Torch Type: Manual oxy-acetylene cutting torch Cutting Capacity: Up to 25 mm (mild steel) Fuel Gas Compatibility: Acetylene (C ₂ H ₂) Oxygen Pressure Range: 2–5 bar Acetylene Pressure Range: 0.5–1.5 bar Torch Body Material: Forged brass or stainless steel Nozzle Type: Swaged or two-piece Nozzle Sizes: #0, #1, #2 (interchangeable) Mixing Type: Injector type (safe for low-pressure acetylene) Handle Grip: Ergonomic, heat-resistant Ignition Method: Manual (flint spark lighter or piezo) Hose Connection: Oxygen: Right-hand thread Acetylene: Left-hand thread Hose size: 6 mm or 8 mm ID Safety Features: Flashback arrestors (at torch and regulator ends) Non-return valves Accessories Included: <ul style="list-style-type: none"> • 3x Cutting nozzles • Spark lighter • Spanner 	PC	31		

		<ul style="list-style-type: none"> • User manual 				
10	Acetyline cylinder(filled)	<p>Cylinder Type: Dissolved Acetylene Gas Cylinder</p> <p>Filling Gas: Commercial-grade acetylene (C₂H₂), ≥ 98% purity</p> <p>Cylinder Material: Seamless steel or forged steel</p> <p>Water Capacity: 40–50 liters (commonly used: 40L or 47L)</p> <p>Filling Pressure: 15 bar (at 21°C)</p> <p>Filling Medium: Acetone or DMF (Dimethylformamide) as solvent</p> <p>Gas Capacity: Approx. 7.6 m³ (for 40L cylinder)</p> <p>Valve Type: IS:3224 compliant, 3/4" BSP or 3/8" NGT thread</p> <p>Safety Devices:</p> <p>Fusible plugs (top and bottom)</p> <p>Valve protection cap</p> <p>Tare Weight: Approx. 45–55 kg (without cap)</p> <p>Height: Approx. 930–1000 mm (with valve and cap)</p> <p>Diameter: Approx. 250–300 mm</p> <p>Color Code: Maroon (as per gas cylinder color coding standards)</p> <p>Markings:</p> <p>Manufacturer's name</p> <p>Serial number</p> <p>Test date and expiry</p> <p>Gas type and capacity</p> <p>Testing Standard: Hydrostatic test every 5 years</p> <p>Certifications: PESO / ISO 9809 / IS 7312</p> <p>Accessories Included:</p> <p>Valve protection cap</p> <p>Test certificate</p> <ul style="list-style-type: none"> • Safety data sheet (SDS) 	PC	31		

11	Oxy acetyline welding torch	<p>Torch Type: Manual oxy-acetylene welding torch</p> <p>Welding Capacity: Suitable for thin sheet metal and micro-welding (0.2 mm to 3 mm)</p> <p>Fuel Gas Compatibility: Acetylene (C₂H₂)</p> <p>Oxygen Pressure Range: 1–4 bar</p> <p>Acetylene Pressure Range: 0.1–1.5 bar</p> <p>Torch Body Material: Forged brass or stainless steel</p> <p>Mixing Type: Injector or equal-pressure type</p> <p>Nozzle Sizes: #0, #1, #2 (interchangeable for different flame sizes)</p> <p>Flame Type: Neutral, carburizing, or oxidizing (adjustable)</p> <p>Handle Grip: Ergonomic, heat-resistant, non-slip</p> <p>Hose Connection:</p> <p>Oxygen: Right-hand thread</p> <p>Acetylene: Left-hand thread</p> <p>Hose size: 6 mm or 8 mm ID</p> <p>Ignition Method: Manual (flint lighter or piezo ignition)</p> <p>Safety Features:</p> <p>Flashback arrestors</p> <p>Non-return valves</p> <p>Application:</p> <p>Micro-welding of small components</p> <p>Precision soldering/desoldering</p> <p>PCB and metal frame repair</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • 3x Welding nozzles • Spark lighter • Spanner • • User manual 	PC	31		
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12	Oxygen cylinder(filled)	<p>Cylinder Type: High-pressure seamless steel oxygen gas cylinder</p> <p>Filling Gas: Industrial-grade oxygen, ≥ 99.5% purity</p> <p>Water Capacity: 40–47 liters (commonly used: 47L)</p> <p>Filling Pressure: 150–200 bar (at 15°C)</p> <p>Gas Capacity: Approx. 6.8 m³ (for 47L cylinder at 150 bar)</p> <p>Cylinder Material: Seamless manganese steel or chromium-molybdenum alloy steel</p> <p>Valve Type: IS:3224 compliant, 3/4" BSP thread</p> <p>Color Code: Black body with white shoulder (as per gas cylinder color coding standards)</p> <p>Tare Weight: Approx. 50–55 kg</p> <p>Height: Approx. 1300–1400 mm (with valve and cap)</p> <p>Diameter: Approx. 230–250 mm</p> <p>Safety Features:</p> <p>Valve protection cap</p> <p>Pressure relief device</p> <p>Markings:</p> <p>Manufacturer's name</p> <p>Serial number</p> <p>Test date and expiry</p> <p>Gas type and capacity</p> <p>Testing Standard: Hydrostatic test every 5 years</p> <p>Certifications: PESO / ISO 9809 / IS 7285</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Valve protection cap • Test certificate • • Safety data sheet (SDS) 	PC	31		
		Total without VAT				
		VAT 18%				

		Total Price of Items				
The supplies will be delivered DDP Veta Mwanza						

Tenderers are requested to follow the guidelines below when submitting this form:

- The tenderers are requested to quote for all the items listed above.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted DDP Veta Mwanza in Euros, exclusive of VAT.

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.

The tenderer must include in their offer the applicable withholding tax, which will be deducted in accordance with Tanzanian regulations on service provision. In this case, the 15% tax applies only to training services and not to the goods delivered. The withholding tax rate is 15% for foreign companies and 5% for local companies.

Certified true and sincere,

Done at, on

6.4 Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or financing of terrorism
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity.**

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019-
 - b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
 - c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
 - d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed information
 - e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition

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

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

Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

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

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

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

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

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

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

For Belgium:

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

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

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

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

b. Enabel already has said documents.

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

Date

Location

Signature

6.5 Integrity statement for the tenderers

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

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

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

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

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

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

.....

Place, date.

6.6 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** from the competent authority.
- **VAT Registration certificate or TIN 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 certification 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 certification (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.

6.7 Documents to be submitted – exhaustive list

1. 6.1.1 Legal Identification Forms
2. 6.1.2 Financial Identification form
3. 6.2 Technical Offer
4. 6.2 Tender Form -Prices
5. 6.3 Declaration on honour – exclusion criteria.
6. 6.5 Integrity statement for the tenderer.
7. Valid Business registration document.
8. Valid tax compliance certificate.
9. Two Client References.
10. List of other documents to be provided (section 6.6)