



Tender Specifications

Public framework contract for the Supply of
furniture

Open Procedure

Navision code: TZA22003-10108

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1 General remarks

1.1 Derogations from the General Implementing Rules

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

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 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International

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.

Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the public contract

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

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

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

⁵ Belgian Official Gazette of 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette of 9 May 2017.

⁸ Belgian Official Gazette of 27 June 2017.

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

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

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by the 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 Supplier 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 Supplier 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 Supplier from other public contracts for Enabel.

1.7.2. For the duration of the contract, the Supplier and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier, 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 contract is a public supply framework contract for the supply of furniture.

2.2 Subject-matter of procurement

This framework contract is for the supply of furniture, in conformity with the conditions of these Tender Specifications.

2.3 Lots

This public contract has 3 lots, each of which is indivisible. The tenderer may submit a tender for one or more than one lot. A tender for part of a lot is inadmissible. The lots are:

- Lot 1. Supply of wooden furniture
- Lot 2. Supply of steel furniture
- Lot 3. Supply of soft furnishings & accessories

2.4 Items

This contract is composed of multiple lots. Each lot of this public contract is composed of the items listed in section 6.

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

2.5 Duration of the public contract

For each lot, the framework contract shall enter into force upon notification of award and shall be valid for a fixed period of one (1) year. It may be renewed for up to three (3) additional years, in accordance with the terms and conditions set out in the initial Tender Specifications. Should the framework contract not be renewed, the Supplier shall not be entitled to claim any damages.

The required delivery timelines are indicated in section 4.

2.6 Variants

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

2.7 Option

Options are not permitted

2.8 Quantity

Quantities are estimated in section 6. The presumed quantities are given per lot and for information purposes only.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open Procedure.

3.2 Publication

This contract is officially advertised in the Belgian Public Tender bulletin and in the official Journal of the European Union.

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

The contract notice was also advertised through the OECD website.

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.

An information session to clarify the tender requirements and conditions for submitting a compliant offer will be held online via Microsoft Teams on **31st March 2026 at 10:00 AM (EAT)**.

Interested Tenderers must send a request to participate in the meeting to the following email address: alern.mgeni@enabel.be and procurement.tza@enabel.be by **27th March 2026 at 12:00pm EAT**. A participation link will be shared with registered participants in due course.

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

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.

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.

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, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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

3.4.4 Elements included in the price

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

The following are in particular included in the prices:

- 1° packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;
- 2° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;
- 3° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
- 4° assembly and taking into operation;
- 5° training required for operation;
- 6° Where applicable, the measures imposed by occupational safety and worker health legislation;
- 7° customs and excise duties;

All prices are DDP (INCOTERMS 2020), excluding VAT.
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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 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. These copies must be submitted in one or more PDF files on a USB stick before **22nd April 2026 at 4:00pm EAT.**

It is submitted in a properly sealed envelope bearing the following information:
Tender

- **Lot 1. TZA22002-10108 Supply of Wooden furniture NOT TO BE OPENED BEFORE 22nd April 2026 at 4:00pm EAT.**
- **Lot 2. TZA22002-10108 Supply of Steel Furniture NOT TO BE OPENED BEFORE 22nd April 2026 at 4:00pm EAT.**
- **Lot 3. TZA22002-10108 Supply of soft furnishings & Accessories NOT TO BE OPENED BEFORE 22nd April 2026 at 4:00pm EAT.**

In case a tenderer submits an offer for multiple lots, a separate sealed envelope must be prepared and submitted for each lot. Each bid submitted for a given lot must contain all the required documents in full. Envelopes containing bids for more than one lot will be considered irregular and will be rejected.

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 offers are submitted 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 together with the completed European Single Procurement Document (ESPD), the tenderer declares officially on his honour that:

- he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion.
- he fulfils the selection criteria established by the contracting authority in this public contract

The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties.

As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

The tenderer can either complete the ESPD given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espdc/filter>

Where the tender is submitted by a group of economic operators under partnership, it must include an ESPD for each of the participants in the group.

In accordance with Article 38 §2 of Article 73 of the Royal Decree of 18 April 2017, regarding part IV of the ESPD on the selection criteria, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section "Global indication for all selection criteria". So, only this section must be completed.

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting

documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

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

Conflicts of interest - Revolving doors (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law, a conflict of interest is also considered any ('revolving doors') situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

3.5.2 Selection criteria

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:

References

- Lot 1: At least 2 client references for deliveries of wooden furniture within the last 3 years.
- Lot 2: At least 2 client references for deliveries of steel or metal furniture within the last 3 years.
- Lot 3: At least 2 client references for deliveries of soft furnishings or similar accessories within the last 3 years.

Client references must be evidenced by signed reference letters, contracts, purchase orders, or certificates of completion.

Financial capacity

- Lot 1: Provide financial statements to demonstrate an average annual turnover of at least 100,000 Euros for the past 3 financial years.
- Lot 2: Provide financial statements to demonstrate an average annual turnover of at least 100,000 Euros for the past 3 financial years.
- Lot 3: Provide financial statements to demonstrate an average annual turnover of at least 50,000 Euros for the past 3 financial years.

For Belgian-Enterprises: Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years shall include them in their tender. This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired.

Non-Belgian enterprises must also attach to their tender their approved Financial Statements for the 3 past financial years. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.

For a bidder to be awarded more than one Lot, they must demonstrate, through financial statements covering the past three (3) financial years, an average annual turnover at least equal to the cumulative turnover requirements of the Lots to be awarded.

3.5.3 Overview of the procedure

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as giving a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law; 2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 1alinéa 1er, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017). 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 tender that it finds being most economically advantageous, taking account of the criteria listed below.

The award criteria for this contract is 100% price.

The score for this criterion will be obtained as follows:

$Score = (\text{Price lowest tender} / \text{Price of the tender concerned}) * 100$

3.5.4.1 Final score

The lots of the contract will be awarded to the tenderer(s) 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 lots of the contract will be awarded to the tenderer(s) 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 tender of the Supplier 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 Suppliers of its public contracts. By submitting tender, the Supplier 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.

4.1 Use of electronic means (art. 10)

The Contracting Authority requires the use of electronic means for the exchange of written documents. Whether electronic means are used or not, communications, exchanges and storage of information take place in such a way as to ensure that the integrity and confidentiality of the data are preserved.

4.2 Managing official (Art. 11)

The managing official is **Mr. Oscar Mlay**, e-mail: oscar.mlay@enabel.be.

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

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, unless explicitly mentioned otherwise in these Tender Specifications.

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 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.

4.3 Subcontractor (Art. 12 to 15)

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

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

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

In the same way, the Supplier will respect and enforce to his subcontractor, 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.

4.4 Confidentiality (Art. 18)

Knowledge and information obtained by the Supplier, 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 Supplier 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 Supplier 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. ‘

4.5 Personal data protection

4.5.1 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.

4.5.2 Processing of personal data by the Supplier

Where during contract performance, the Supplier 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 Supplier 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 Supplier will each be responsible, individually, for the processing.

4.6 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.

4.7 Performance bond (Art. 25 to 33)

No performance bond is required for this tender.

4.8 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.

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

4.9.1 Replacement of the supplier (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new supplier may replace the supplier with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The supplier submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new supplier's contact details and the documents and certificates which the contracting authority cannot access free of charge.

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

4.9.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

4.9.3 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 supplier 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 supplier 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 supplier or the contracting authority would normally have become aware of them, the supplier reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

4.9.4 Unforeseeable circumstances

As a rule, the supplier 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.

4.10 Preliminary technical acceptance (Art. 41 -42)

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

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the supplier, the contracting

authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the supplier replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

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

4.11 Performance modalities (Art. 115 et seq.)

4.11.1 Deadlines and terms (Art. 116)

The required delivery timelines are as follows (expressed in calendar days), starting from the day following the dispatch of the Purchase Order, and include delivery and installation:

Lot 1 Supply of wooden furniture

S/No	Specifications	Unit	Order Quantity Range	Delivery Timeline (Days)
1	Wardrobe	PC	0-50	60
			>50	90
2	Tables for Shared space	PC	0-20	60
			>20	90
3	Tables for Matron room	PC	N/A	60
4	Wall-mounted mirrors	PC	0-30	60
			>30	90
5	Matron room cabinet	PC	N/A	60
6	Key Storage unit	PC	N/A	60
7	Notice Board	PC	N/A	60

“N/A” means that the required delivery timeline remains the same regardless of the quantity ordered.

Lot 2 Supply of Steel & Metal furniture

S/No	Specifications	Unit	Order Quantity Range	Delivery Timeline (Days)
1	Double Decker beds	PC	0-50	60
			>50	90
2	Single Deck beds	PC	N/A	60
3	Chairs	PC	0-60	60
			>60	90
4	Mosquito net holder	PC	N/A	60

“N/A” means that the required delivery timeline remains the same regardless of the quantity ordered.

Lot 3 Supply of Soft furnishing and accessories

S/No	Specifications	Unit	Order Quantity Range	Delivery Timeline (Days)
1	Trash bin for solid waste	PC	N/A	30
2	Sanitary Pads Disposal Pedal bin	PC	N/A	30
3	Curtains /Blinds and their holders and sticks	PC	0-150	60
			>150	90
4	Mattress for students	PC	0-250	30
			>250	60
5	Mattress for matrons	PC	N/A	30

“N/A” means that the required delivery timeline remains the same regardless of the quantity ordered.

4.11.2 Quantities to be supplied (Art. 117)

The quantities indicated in Section 6 are estimates provided for information purposes only and cover the entire duration of the public contract. They do not constitute a commitment by the Contracting Authority to order the stated quantities. However, the supplier must have the capacity to supply these estimated quantities throughout the duration of the contract.

The contracting authority can terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked.

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

The supplies will be delivered **DDP** to the following locations:

S/No	Secondary School Name	Latitude (S)	Longitude (E)
1.	Kigina Sec – Kibondo	3°53'12.71"S	30°29'37.07"E
2.	Kumsenga Sec – Kibondo	3°44'36.41"S	30°25'55.28"E
3.	Kumgogo Sec – Kibondo	3°36'37.56" S	30°30'44.87" E
4.	Ntamy Sec - Kasulu DC	4°21'44.46"S	30°11'21.92"E
5.	Mwanga - Kasulu Sec - Kasulu TC	4°25'51.80"S	30°6'7.76"E
6.	Kidahwe Sec - Kigoma DC	4°53'20.75"S	29°49'56.28"E
7.	Wakulima Sec - Kigoma MC	4°55'53.27"S	29°42'1.72"E

Note: The unit price for all the items should include delivery costs and should be the same regardless of the delivery location.

4.11.4 Packaging (Art. 119)

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

4.11.5 Inspection of the supplies delivered (Art. 120)

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

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

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

Acceptance at the required delivery location counts as complete provisional acceptance

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

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

4.11.6 Gender equality

In accordance with article 3, 3 ° of the law of January 12, 2007 “Gender Mainstreaming”, public contracts must take into account any differences between women and men (the gender dimension). The successful tenderer must therefore analyze, depending on the area concerned by the contract, whether there are any differences between women and men. As part of the performance of the contract, it must therefore take into account the differences noted. Communication should fight against sexist stereotypes in terms of message, image and language, and take into account the differences in the situation between women and men in the target audience.

4.11.7 Zero tolerance Sexual exploitation and abuse

In application of Enabel’s Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.12 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.

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

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

4.13.1 Failure of performance (Art. 44)

§1. The supplier 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 supplier by registered mail.

The supplier must repair the defects without any delay. He or she 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 supplier render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.13.2 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 supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late

performance of the contract.

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

§1 When, upon expiry of the term given in Article 44, §2, the supplier 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 supplier 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 regime 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 supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

4.14 End of the public contract

4.14.1 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.

4.14.2 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.

4.14.3 Guarantee period (Art. 134)

The warranty period begins on the date of provisional acceptance and ends at the conclusion of the warranty period.

4.14.4 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.

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

For each order placed, the supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to tanzania.Admin@enabel.be and copy to **Mr Oscar Mlay**, e-mail: oscar.mlay@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 order placement.

4.15 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The supplier 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 Laura Jacobs
rue Haute 147
1000 Brussels
Belgium

4.16 Obligations of the contracting authority (Art. 136)

The contracting authority shall:

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

2° make no changes to the goods delivered without the written preliminary approval of the supplier.

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

The supplier shall:

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

2° 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 contract 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

In July 2023, Tanzania and Belgium launched a five-year initiative called Wezesha Binti, with the goal of empowering young people especially young women to thrive in a protective, gender-equal environment, acquire education and skills, and pursue decent work opportunities in the Kigoma region. The program's specific objective is to ensure that girls and young women (aged 14–29) in the targeted districts of Kigoma are empowered through multiple conducive learning pathways, enabling them to access decent green employment opportunities and increase their participation in entrepreneurship.

To achieve these objectives, the program focuses on three key result domains:

Result Domain 1: Girls and vulnerable boys (aged 14–19) in targeted districts of Kigoma region access, retain, and complete quality secondary education and training in safer and more conducive environments. As part of creating safer learning environments, dormitories are being constructed. To fully support the girls' retention and completion of their studies without the burden of distance barriers, it is essential to supply, deliver, and install high-quality, eco-friendly furniture in these dormitories.

Result Domain 2: Young people, particularly young women, are supported to gain increased access to decent and green employment by equipping them with entrepreneurial skills and improving the business environment and employment services to better match supply with demand.

Result Domain 3: Communities, families, and local governments are engaged in creating a supportive environment that enables girls and young women to further their education, remain healthy, be protected from violence, and achieve economic empowerment.

To achieve result domain 1, Enabel is currently overseeing the construction of five (5) dormitories (one per district) and 25 School Water, Sanitation, and Hygiene (SWASH) facilities.

5.2.2 Purpose and objective

The objective of this tender is to find a reliable supplier for the delivery and installation of eco-friendly furniture in dormitories as outlined in the background. These pieces of furniture will create safe, comfortable, and sustainable dormitory environments that support girls' education, health, and well-being, while promoting green development and ethical sourcing. These ToRs seek to engage qualified suppliers to supply, deliver, and install durable, eco-friendly furniture and furnishings.

5.2.3 Scope of work

Table 1: Scope of Works for all lots

S/No	Work Description
1	Supply and Delivery <ul style="list-style-type: none">Supply and deliver the furniture in accordance with the specified specifications, quantities, and quality standards.
2	Installation and Assembly <ul style="list-style-type: none">Install, assemble and securely fix the furniture items as per the specifications.
3	Quality Assurance <ul style="list-style-type: none">Ensure all furniture match the dimensions, materials, and standards outlined in the specifications.Verify the durability, strength, and safety features of beds, wardrobes, and other items.Confirm the ergonomic design and functionality of study tables, chairs, and room furniture.
4	Sustainability Considerations <ul style="list-style-type: none">Use eco-friendly materials and energy-efficient production processes for all furniture items as outlined in the specifications.Ensure compliance with environmental sustainability and responsibility standards.
5	Transportation and Logistics <ul style="list-style-type: none">Transport and deliver the furniture to the respective sites as per the agreed schedule.
6	Documentation and Approvals <ul style="list-style-type: none">Prepare and submit all necessary documentation for review and approval by the Managing Official.

5.2.4 General requirements

The Supplier shall be responsible for the supply, delivery, and installation of furniture in accordance with the specifications provided. All deliveries and installations must be completed within the agreed timeframe.

All supplies must be new and modern. Products shall be manufactured using state-of-the-art technology and based on raw materials of the highest quality.

All items must be free from defects in workmanship, materials, or design that could affect their appearance, performance, strength, or durability. The products must be safe and reliable in operation and comply with all relevant legislation and applicable standards in Tanzania.

All metal components shall be treated with rust-preventive materials, fully bonderized, and finished with a high-quality epoxy powder-coated gloss finish.

Timber used shall be dry hardwood with a maximum moisture content of 14%, such as Mninga, Mkongo, Mvule, Teak, Mkurungu, Mbanga, or any equivalent hardwood possessing similar durability, strength, and aesthetic qualities.

Workmanship shall meet the following minimum standards:

- Well-nailed and securely fastened: Joints shall be tight and secure, with no exposed sharp elements.
- Clean and uniform finish: All surfaces shall be free of dirt, excess adhesives, and stains, with a consistent appearance.
- Strong and durable construction: Furniture shall withstand intended loads and usage without wobbling, cracking, or structural weakness.
- Accurate alignment and finishing: All components shall fit correctly and operate as intended.

5.2.5 Required specifications.

All supplies must be free from flaws or defects that could affect their appearance or functionality. They must adhere to the technical specifications outlined in section 6.

The selected Supplier shall provide a sample of each item for the Managing Official's review and written approval prior to commencing full production or supply.

5.3 Payment Terms

Full payment shall be made upon delivery and acceptance of the items, subject to verification of their quality and compliance with the contractual specifications.

5.4 Warranty Terms

The warranty period shall be one (1) year for all items under all lots.

During the warranty period, the Supplier shall, at its own cost and without undue delay:

1. Remedy defects

Repair, replace, or otherwise remedy any defect or non-conformity attributable to the Supplier, including defects in materials, workmanship, design, finishing, installation, or assembly, as well as any malfunction occurring under normal and intended use.

2. Scope of warranty

The warranty shall cover, at minimum:

- manufacturing and workmanship defects;
- hidden defects not detectable at delivery/inspection;
- installation/assembly issues.

The warranty shall not cover damage caused by misuse, negligence, vandalism, unauthorized modifications, or use outside the intended purpose.

3. Response time and intervention

Upon written notification by the Contracting Authority, the Supplier shall acknowledge receipt promptly and propose an intervention plan. Where the defect affects safety, usability, or durability, the Supplier shall intervene within a reasonable timeframe agreed with the Managing Official.

4. Replacement modality

Where repair is not technically feasible or would not restore the item to full

compliance, the Supplier shall replace the item with a new item of equivalent or better specifications, including delivery and installation at no additional cost.

5. **Non-compliance / default**

If the Supplier fails to remedy the defect within the agreed timeframe, the Contracting Authority may, without prejudice to the applicable contractual remedies, have the repair/replacement carried out by a third party at the Supplier's expense, in line with the means of action available under the procurement documents.

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 Subcontractor

Name and legal form	Address / Registered office	Regards

6.2 Technical Specifications

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

- Column 4 shows the required specifications (which should not be modified by the tenderer)
- Column 5 is to be filled in by the tenderer and must details what is being offered (**simply copying and pasting the specifications or indicating only “compliant” or “yes”, is not acceptable and will render the technical offer irregular.**)
- Column 6 allows the tenderer to provide comments on the proposed supply and to reference any relevant documentation.

Lot 1: Supply of wooden furniture

S/No	Item	Unit	Required Specifications	Specifications offered	Comments/ remarks
1	Supply and install wardrobes	Pc	Dimensions: Min. 1.8 meters (height) x 1.2 meters (length) x min. 0.5 meters (internal depth).		
			Structure: Two individual upper decks. Each deck shall be fitted with a hanging rod capable of supporting standard clothing loads. Two individual lower decks. Each deck should have two (2) timber partitions of thickness min. 2cm and spacing of min. 45cm		
			Support: Central support made of solid timber with a minimum thickness of 4 inches.		
			Doors: The cabinet shall have four (4) independent timber doors, serving the upper and lower decks. Each door must be equipped with a handle and individually lockable using a metal lockset. Hinges: At least 3 steel butt hinges per door, anti-rust treated.		
			Constructed from well kiln-dried hardwood, such as Mninga, Mkongo, Mvule, Teak, Mkurungu, Mbanga, or any equivalent		

			hardwood.		
			Back panel: To be enclosed using a durable panelling material such as plywood or an equivalent rigid backing material, securely fixed.		
			Finish: Surfaces to be smoothly sanded and finished with a high-quality clear gloss varnish (e.g., polyurethane or similar) that enhances the natural wood appearance and provides protection against moisture and wear.		
2	Supply and install tables for shared space	Pc	Dimensions : L=2.0 m x W=0.75m x H=0.75m		
			Thickness: Min. 50.8mm – Max. 60 mm		
			Manufactured from well kiln-dried hardwood, such as Mninga, Mkongo, Mvule, Teak, Mkurungu, Mbanga, or any equivalent hardwood.		
			The wood must be properly treated to prevent warping, pest infestation, or decay, and be suitable for indoor use.		
			Finish: Surface to be smoothly sanded and finished with a high-quality clear gloss varnish (e.g., polyurethane or similar) to protect and enhance the natural wood surface		
			The table should be supported by 4 legs. Leg dimensions: min. 70mm x 40mm with three sides bracings of min thickness of 20mm and		

			height of min. 70mm		
3	Supply and install Matron room tables	Pc	Dimensions: 1.6m (length) x 0.75m (width) x 0.75m (height)		
			Material: Well kiln-dried hardwood (Mninga, Mkongo, Mvule, Teak, Mkurungu, Mbanga or equivalent)		
			Drawers: Includes three (3) side drawers for documents and supplies. The minimum internal drawer height shall be 30 cm. Drawer runners shall be heavy-duty ball-bearing slides with a minimum load rating of 15 kg per drawer.		
			Finish: Finished with high-quality clear gloss varnish for durability and professional look		
4	Supply and install wall-mounted mirrors	Pc	Dimensions: 1.5 m (length) x 0.5 m (height)		
			Mirror thickness: Minimum 6 mm		
			Frame made of hardwood with a minimum thickness of 4 cm.		
			Safety backing film or protective coating to prevent glass fragments from scattering if broken.		
			Mounted using secure, tamper-proof fixing hardware appropriate for ISSB wall construction. Installation height: Lower edge to be fixed 30 cm from the floor level.		

5	Supply and install a hard wooden matron room cabinet	Pc	Dimensions: Min. Height 1.8 m x Length (1.2 m) x Min. depth 0.5 m		
			Material: Well kiln-dried hardwood (Mninga, Mkongo, Mvule, Teak, Mkurungu, Mbanga or equivalent)		
			Central vertical partition: The cabinet width shall be divided into 2 equal vertical compartments by a full-height internal partition panel. Partition material and thickness shall match the main cabinet body (18–20 mm hardwood timber board).		
			Drawers: At least one drawer per side, positioned at the lower or mid-level, with a minimum internal drawer height of 30 cm. Drawer runners shall be heavy-duty ball-bearing slides with a minimum load rating of 15 kg.		
			Doors: The cabinet shall have two independent timber doors, each serving one vertical compartment. Each door must be individually lockable using a metal lockset supplied with two keys per lock. Hinges: At least 3 steel butt hinges per door, anti-rust treated.		
			Shelving: Each vertical compartment shall contain minimum two (2) adjustable shelves, supported by metal pegs or brackets. Shelf thickness: 18–20 mm solid timber.		

			Finish: Finished with two coats of clear varnish. Finish shall be smooth, uniform, and free of brush marks or drips.		
			Handles: Stainless steel or Aluminum pull handles, minimum length 120 mm.		
6	Supply and install wall-mounted key storage unit	Pc	Overall Dimensions: Height 1.2 m x Length 1.5 m x internal depth of min. 10cm		
			Min. 100 individually screwed zinc-coated or stainless-steel hooks with 3mm-4mm diameter arranged in a clearly <u>numbered</u> grid layout for organised key management.		
			The unit shall be supplied with heavy-duty wall mounting fixings suitable for concrete or ISSB block wall		
			Min. 1 inch hardwood panel frame constructed from kiln-dried hardwood (Mninga/Mkongo/Mvule/Teak/Mkurungu/Mbanga or equivalent). Finished with clear gloss varnish		
			Double swing timber doors each fitted with at least three (3) heavy-duty stainless steel or brass butt hinges. Supplied with two keys per door.		
			6mm thick clear tempered safety glass securely fixed with rubber beading		

7	Supply and install wall-mounted notice board	Pc	Overall Dimensions: 2.5m length x 1.5 m height x min. 10cm internal depth		
			The backing structure shall be rigid and reinforced to prevent warping, and the display surface shall consist of 6-10mm thick cork board material securely fixed to the backing board to allow repeated pinning without damage		
			Min. 1-inch-thick frame of kiln-dried hardwood (Mninga/Mkongo/Mvule/Teak/Mkurungu/Mbanga or equivalent). Finished with clear gloss varnish		
			The notice board shall be supplied with heavy-duty wall mounting fixings suitable for concrete or ISSB block wall		
			Double swing timber doors each fitted with at least three (3) heavy-duty stainless steel or brass butt hinges. Supplied with two keys per door.		
			6mm thick clear tempered safety glass securely fixed with rubber beading		

Lot 2: Supply of Steel & Metal furniture

S/No	Item	Unit	Required Specifications	Specifications offered	Comments/remarks
1	Supply and install double decker beds	PC	Dimensions: 3ft x 6ft x 1.5m high Frame construction: Heavy duty mild steel frame made of angle iron sections of min. 50mm x 50mm x 3mm thickness and round steel pipes of min. 33mm diameter		

			Bed side rails (one on each side) for the upper deck		
			Black painted or black powder coated		
			Corrosion protection: All metal parts must be treated with rust preventive product or fully bonderized.		
			Leg ends: Each leg shall be fitted with heavy duty plastic or rubber shoes.		
			Bed base (slatted): Constructed using pressure-impregnated and kiln-dried timber (e.g., cypress or equivalent), with a frame section of 2" x 2" frame and slats ribs of 1" x 3" or full metal grid.		
			Lower deck features: Fitted with holders or any similar mechanism to allow secure attachment of mosquito nets.		
			Ladder attached to the side of the bed frame: The ladder for double-decker beds should be made of durable steel with non-slip steps, secure attachment, and a weight capacity of at least 100kg.		
2	Supply and install single beds for matrons	Pc	Dimensions: 5ft x 6ft x 0.7m high		
			Frame construction: Heavy duty mild steel frame made of angle iron sections of min. 50mm x 50mm x 3mm thickness and round steel pipes of min. 33mm diameter		
			Black painted or black powder coated		

			2-inches high guardrails on both sides of the bed to prevent mattress movement.		
			Corrosion protection: All metal parts must be treated with rust preventive product or fully bonderized.		
			Leg ends: Each leg shall be fitted with heavy duty plastic or rubber shoes.		
			Bed base (slatted): Constructed using pressure-impregnated and kiln-dried timber (e.g., cypress or equivalent), with a frame section of 2" x 2" frame and slats ribs of 1" x 3" or full metal grid.		
3	Supply and install chairs	Pc	Dimensions: •Overall height: 850 mm •Seat height: 450 mm •Seat width & depth: 400 mm x 400 mm •Backrest height: 350 mm; width: 400 mm		
			Capacity: Minimum 120 kg		
			Steel welded frame treated with rust preventive product or fully bonderized. Frame shall include cross braced support under the seat.		
			Seat and back support made of kiln-dried hardwood (e.g. Mninga/Mkongo/ Mvule/Teak/Mkurungu/ Mbanga or any equivalent hardwood). The seat and backrest are to be securely		

			connected by bolts.		
			Each leg shall be fitted with heavy duty plastic or rubber shoes.		
4	Supply and install screw-in metal mosquito net holders:	Pc	Material: Stainless steel or aluminium		
			Must be corrosion-resistant and suitable for indoor use		
			Weight capacity: minimum 10 kg		
			Mounting: 4-screw hook mounting system for ceiling installation (no adhesive or glue), securely fixed to the ceiling with four screws.		

Lot 3: Supply of soft furnishing and accessories

S/No	Item	Unit	Required Specifications	Specifications offered	Comments/remarks
1	Supply solid waste bins for outdoor veranda use	Pc	Capacity: min. 200 litres		
			Material: Heavy-duty plastic, fitted with lids and handles		
2	Supply pedal-operated sanitary disposal bins	Pc	Capacity: min. 18 litres		
			Heavy-duty plastic fitted with pedal mechanism to ensure hands-free use		
3	Supply and install privacy curtains for windows	Pc	Dimensions per curtain: 1.8 m (width) x 2.8 m (height).		
			Material: Linen, equipped with plastic eyelets (plastic rings) along the top edge.		
			Curtain steel rods shall be 32-50 mm in diameter and 2.4		

			<p>m in length (excluding end caps).</p> <p>The rods shall be supplied complete with decorative end caps, and all necessary fixing accessories.</p>		
			<p>The rods shall be corrosion-resistant, and capable of supporting curtains with a minimum load of 15 kg. They shall be mounted on brackets firmly fixed to the wall using 50mm minimum length screws and appropriate fasteners suitable for ISSB blocks walls.</p>		
4	Supply foam mattresses with durable outer cover (students)	Pc	<p>Dimensions: 3 ft x 6 ft</p> <p>Thickness: 6 inches</p>		
			<p>High-Density Foam with outer cover: 22-density (D) polyurethane (PU) foam</p>		
			<p>Quilted panels: Top and bottom layered quilted panels. Min. 1 inch each.</p>		
5	Supply foam mattresses with durable outer cover (matron)	Pc	<p>Dimensions: 5 ft x 6 ft</p> <p>Thickness: 6 inches</p>		
			<p>High-Density Foam with outer cover: 22-density (D) polyurethane (PU) foam</p>		
			<p>Quilted panels: Top and bottom layered quilted panels. Min. 1 inch each.</p>		

- 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. Failure to comply with the minimum technical specifications will result in the tender being considered irregular.
- The tenderers are requested to bid for all the items listed for each Lot applied.

- 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.
- Illustrative pictures of the above-mentioned items are provided in Annex 1 for reference purposes. Any pictures or illustrations included in this Tender Document are provided for reference and illustrative purposes only. Technical evaluation shall be conducted exclusively against the required technical specifications.

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.

Lot 1 Supply of wooden furniture

#	Item	Unit	Wakulima Sec School (Kigoma MC)	Kidahwe Sec School (Kigoma DC)	Mwanga Sec School (Kasulu TC)	Ntamyia Sec School (Kasulu DC)	Kigina Sec School (Kibondo)	Kumsenga Sec School (Kibondo)	Kumgogo Sec School (Kibondo)	Total Estimated Quantity	Unit Price (Euro)	Total Price (Euro)
1	Wardrobe	PC	44	62	44	62	62	62	62	398		
2	Tables for shared space	PC	4	6	4	6	6	6	6	38		
3	Tables for Matron room	PC	1	1	1	1	1	1	1	7		
4	Wall-mounted mirrors	PC	22	31	22	31	31	20	20	177		
5	Matron room cabinet	PC	1	1	1	1	1	1	1	7		
6	Key Storage unit	PC	1	1	1	1	1	1	1	7		
7	Notice Board	PC	1	1	1	1	1	1	1	7		
	Total without VAT											

Lot 2 Supply of Steel & Metal furniture

#	Item	Unit	Wakulima Sec School (Kigoma MC)	Kidahwe Sec School (Kigoma DC)	Mwanga Sec School (Kasulu TC)	Ntamyia Sec School (Kasulu DC)	Kigina Sec School (Kibondo)	Kumsenga Sec School (Kibondo)	Kumgogo Sec School (Kibondo)	Total Estimated Qty	Unit Price (Euro)	Total Price (Euro)
1	Double Decker beds	PC	44	62	44	62	62	62	62	398		
2	Single Deck beds	PC	1	1	1	1	1	1	1	7		
3	Chairs	PC	20	20	20	20	20	20	20	140		
4	Mosquito net holder	PC	176	248	176	248	248	248	248	1592		
Total without VAT												

Lot 3 Supply of soft furnishing and accessories

#	Item	Unit	Wakulima Sec School (Kigoma MC)	Kidahwe Sec School (Kigoma DC)	Mwanga Sec School (Kasulu TC)	Ntamyia Sec School (Kasulu DC)	Kigina Sec School (Kibondo)	Kumsenga Sec School (Kibondo)	Kumgogo Sec School (Kibondo)	Total Estimated Qty	Unit Price (Euro)	Total Price (Euro)
1	Trashbin for solid waste (200L)	PC	4	5	4	5	5	5	5	33		
2	Sanitary Pads Disposal Pedal bin	PC	2	2	2	2	2	2	2	14		

3	Curtains /Blinds and their holders and sticks	PC	44	62	44	62	62	62	62	398		
4	Mattress for students	PC	88	124	88	124	124	124	124	796		
5	Mattress for matrons	PC	1	1	1	1	1	1	1	7		
Total without VAT												

The supplies will be delivered **DDP to the respective schools from Monday to Thursday (between 8am and 5pm EAT) & Friday (between 8am and 2pm EAT)**

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

- The tenderers are allowed to quote for any lot above.
- Tenderers are required to submit a price for all items included in each lot for which they submit an offer. Partial offers will be considered non-compliant.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted DDP 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 estimated quantities are indicative only. This is a framework contract based on unit prices, and the Contracting Authority does not commit to ordering any fixed or minimum quantities.

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 supplier 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 supplier (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 supplier from this and other public contracts for Enabel.
- The supplier 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 ESPD Form

The tenderer can either complete the ESPD given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

Where the tender is submitted by a group of economic operators under partnership, it must include an ESPD for each of the participants in the group.

6.7 Other documents to be provided

- Power of attorney: The Bidder shall include in his tender the power of attorney empowering the person signing the bid on behalf of the company, joint venture or consortium. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.
- Incorporation certificate: The Bidder shall include in his tender the incorporation certificate 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. This is not applicable for Belgian bidders.
- **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.

6.8 Documents to be submitted – exhaustive list

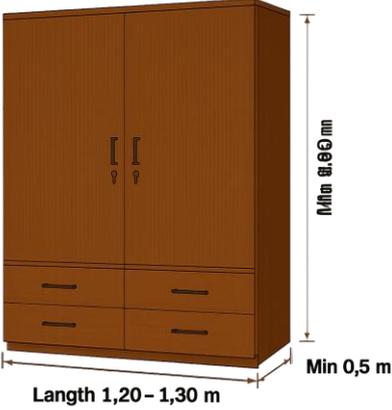
1. 6.1.1 Legal Identification Forms
2. 6.1.2 Financial Identification form
3. 6.2 Technical Offer
4. 6.2 Tender Form -Prices
5. 6.3 Declaration on honour – exclusion criteria.
6. 6.5 Integrity statement for the tenderer.
7. Financial statements for the past three (3) years
8. Two (2) Client References.
9. Valid Business registration document.
10. Valid tax compliance certificate.
11. European Single Procurement Document (ESPD)
12. Other documents listed in section 6.7.

Annex 1: Item pictures/illustrations

The below pictures are provided for reference and illustrative purposes only. Technical evaluation shall be conducted exclusively against the required technical specifications.

Lot 1: Supply of wooden furniture

S/No	Pictures
1	
2	
3	
4	

5	
6	
7	

Lot 2: Supply of Steel & Metal furniture

S/No	
1	
2	

3	
4	

Lot 3: Supply of soft furnishing and accessories

S/No	Picture
1	
2	
3	
4&5	