



Tender Specifications

Public contract for the supply of **“Recycling facilities in the three JSCs (Tubas -Jerusalem & Hebron)”**

Open procedure

External reference number: PSE22004-10095

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1 General remarks

1.1 Derogations from the General Implementing Rules

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

These Tender Specifications do not derogate from the General Implementing Rules (Royal Decree of 14 January 2013).

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract, Enabel is represented by Heidi De Pauw, Country director (Palestine & Jordan)

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

⁴ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

⁵ Belgian Official Gazette 14 July juillet 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

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;

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 supply or service 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;

E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate;

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

Litigation: Court action.

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

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

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

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

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

1.6 Confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

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

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

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

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

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

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

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

1.8 Litigation management 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 this contract.

In case of litigation or divergence of opinion between the contracting authority and the

contractor, the parties will consult each other to find a solution. The tenderer can address an e-mail to complaints@enabel.be cfr. <https://www.enabel.be/content/complaints-management>.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter (see point 4.14 Disputes).

2 Subject-matter and scope of the public contract

2.1 Type of contract

The subject-matter of this public contract consists in the supply, delivery, installation, commissioning and training of equipment required to establish recycling facilities in the three Joint Services Councils (JSCs) of Tubas, Jerusalem and Hebron, in accordance with the provisions of these Tender Specifications and their annexes.

2.2 Subject-matter of procurement

This public contract consists in the supply, delivery, installation, commissioning and training of equipment required to establish recycling facilities in the three Joint Services Councils (JSCs) of Tubas, Jerusalem and Hebron, in conformity with the conditions of these Tender Specifications.

2.3 Lots⁹

This public contract is divided into three (3) lots, each of which is indivisible.

The tenderer may submit a tender for one, several or all lots. A tender for part of a lot is inadmissible.

The description and technical specifications of each lot are included in the Technical Specifications.

The lots are:

- **Lot 1: Wheel Loader and Attachments**
- **Lot 2: Fully Automatic Horizontal Baling Machine and Shaftless Type Trommel Screen**

When tendering for several lots, the tenderer may not offer discounts or better conditions in his tender in case these lots were to be awarded to him.

2.4 Items

Each lot of this contract consists of the items described in the Technical Specifications and the inventory attached to these Tender Specifications.

The items of each lot are pooled and form one single lot. It is not possible to submit a tender for one or several individual items. The tenderer must submit a price quotation for all items of the same lot.

(See also Part 6 and/or inventory)

2.5 Duration of the public contract¹⁰

The contract starts upon award notification and lasts till the final acceptance. The contract

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¹⁰ Please note: duration of the contract not to be confused with the period of performance.

can't be renewed.

2.6 Variants ♣

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

2.7 Option

Options are not permitted.

2.8 Quantities

The quantities are determined in the Tender Specifications.

3 Procedure

3.1 Award procedure

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

3.2 Publication

3.2.1 Official notification

This public contract is published in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

3.2.2 Additional publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be).

The contract notice was advertised through the OECD website¹¹

www.jobs.ps

3.3 Information

The awarding of this contract is coordinated by **Karmel Al Salqan**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until **March 29, 2026**, inclusive, candidate-tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Ms Karmel.alsalqan@enabel.be and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from **March 31, 2026**.

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:

[Public procurement - Enabel - Belgian Agency for Development Cooperation](#)

To be able to submit a tender in full knowledge of the facts, the tenderer may visit [Public procurement - Enabel - Belgian Agency for Development Cooperation](#)

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

¹¹ If the estimated value of procurement exceeds EUR 150 000.

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

3.4 Tender

3.4.1 Data to be included in the tender

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

The tenderer must use the forms in annex. Failure to use these forms will result in him assuming full liability for any shortcomings.

The following forms must be used:

- Form 6.1 - Identification of the tenderers form
- Form 6.2 - Price quotation form
- Form 6.3 - List of subcontractors
- Form 6.4 - Declaration on honour – Exclusion grounds
- Form 6.5 - Integrity Statement of the tenderers
- European Single Procurement Document (ESPD)

The European Single Procurement Document 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.

In accordance with Article 76 § 1 °2 of the Royal Decree of 18 April 2017, failure to comply with the obligation to submit a ESPD constitutes a substantial irregularity causing the tender to be null and void.

The tenderer also attaches the following to his tender:

- All documents demanded for qualitative selection and award criteria;
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate;
- The statutes and any other document required to establish the power of attorney of the signer(s);

Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- Form 6.1 - Identification of the tenderers form
- Form 6.4 - Declaration on honour – Exclusion grounds
- Form 6.5 - Integrity Statement of the tenderers
- European Single Procurement Document (ESPD)
- The statutes and any other document required to establish the power of attorney of the signer(s);
- The association agreement signed by each participant, clearly showing who represents the association;

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting

authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

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

3.4.2 Period the tender is valid

The tenderers remain bound by their tender for a period of <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 contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed. In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

3.4.4 Elements included in the price

The tenderer is to include in his 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, installation and taking into operation;
- 5° training required for operation;
- 6° where applicable, the measures imposed by occupational safety and health legislation;
- 7° customs and excise duties;
- 8° acceptance, inspection and testing costs.

All prices are DDP (Delivered Duty Paid), in accordance with INCOTERMS® 2010.

3.4.5 How to submit tenders?

Without prejudice to any variants, the tenderer may only submit one tender only per contract. The tenderer submits his tender as follows: • One original copy of the completed tender will be submitted on paper. Moreover, the tenderer shall attach the copies requested by the tender guidelines to the tender (see Part 6). These copies may be submitted in one or more PDF files on a USB stick. It is submitted in a properly sealed envelope bearing the following information: Tender – Public **contract for the supply of “Recycling facilities in the three JSCs (Tubas -Jerusalem & Hebron) PSE22004-10095**

It may be submitted:

a) By email

Due to the current situation of the war and the closure and limitations of movement between cities tenders now could be submitted by email to the below email address:

procurement.pse@enabel.be.

Signed forms must signed by hand scanned and shared by email.

Signed ESPD form must be included in the tender, the signature of ESPD form MUST be original scanned and shared by email.

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

When a tenderer wishes 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. The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

To change or withdraw a tender already sent or submitted, a written statement is required, duly signed by the tenderer or his authorised 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 delivered against acknowledgement of receipt at the latest the day before the tender submission deadline.

3.4.7 Opening of Tenders

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

The tenders must be in the possession of the contracting authority **before April 6, 2026 at 15:00 pm**. The tender opening is open to the public.

Due to the current war situation, the opening will be through teams

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/3732614254367?p=9f01HPnYWcX2XdJcR7>

Meeting ID: 373 261 425 436 7

Passcode: aP6KZ73L

The tender opening session will take place at the address given above for the submission of tenders.

3.5 Selection of tenderers

3.5.1 European Single Procurement Document (ESPD)

By submitting his 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 generates the ESPD via <https://dume.publicprocurement.be/> and then attaches it to his tender.

A ESPD service manual (in French), including guidelines for enterprises, is available through: https://www.publicprocurement.be/sites/default/files/documents/man_esp_d_en_treprise_fr_100.pdf

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

Where a candidate or tenderer relies on the capacity of other entities. (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria) in the meaning of paragraph 1 of Article 73 of the Royal Decree of 18 April 2017, the candidate or tenderer, as appropriate, answers the question in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1 of Article 73 of the Royal Decree of 18 April 2017.

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 selections criteria" ("Indication globale pour tous les critères de sélection"). 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.

3.5.2 Exclusion grounds

Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18.04.2017

3.5.1 Exclusion grounds

(Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18 April 2017)

The mandatory and optional grounds for exclusion are given in attachment to these Tender Specifications.

By submitting his tender together with the European Single Procurement Document (ESPD), the tenderer declares officially on his honour that:

1° he is not in one of the mandatory or optional exclusion cases which must or may lead to his exclusion.

2° he fulfils the selection criteria established by the contracting authority in this contract.

The tenderer may either complete the ESPD enclosed in annex to these Tender Specifications or generate his ESPD via the following website:

<https://ec.europa.eu/tools/espd/filter>

The contracting authority may ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, where necessary to ensure the proper conduct 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 obtain the relevant certificates or information directly by accessing a free national database.

With the exception of the exclusion grounds relating to tax and social security obligations, a tenderer who is in one of the mandatory or optional exclusion situations may 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 the facts and circumstances by actively collaborating with the competent authorities and taken concrete technical, organisational and personnel measures to prevent further criminal offences or faults.

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.

3.5.3 Selection criteria

Article 71 of the Law and Articles 65 -74 of the Royal Decree of 18 April 2017

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

Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

3.5.1 Selection criterion 1: Annual turnover

In one of the past three financial years the tenderer must have achieved a **minimum** total turnover of:

Lot 1:

Minimum annual turnover – (€)
500,000.00

Lot 2:

Minimum annual turnover – (€)
100,000.00

If a tenderer submits an offer for both lots, they must meet the minimum qualification and eligibility requirements applicable to each lot cumulatively and demonstrate sufficient capacity to implement both lots concurrently.

Tenderer shall include in his tender a statement on the total turnovers achieved during the past three financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).

3.5.2 Selection Criterion 2: List the references/similar experience

In order to be selected for this contract, the tenderer must have relevant similar reference(s) carried out to the highest standard and to the client's full satisfaction, for the following minimum requirements: amounts in Euro (€):

For lot 1:

Date	Minimum Number of contracts	Each with a minimum amount of (€) incl. VAT:	Minimum combined value of contracts (€) incl. VAT:	Similarity check
Within last five years (from 2020)	At least three contracts	200,000	600,000	<ul style="list-style-type: none"> - Industrial Equipment Supplier - Heavy Machinery Supplier - Waste Management Equipment Supplier - Recycling Equipment Distributor - Material Handling Equipment Company

For lot 2

Date	Minimum Number of contracts	Each with a minimum amount of (€) incl. VAT:	Minimum combined value of contracts (€) incl. VAT:	Similarity check
Within last five years (from 2020)	At least three contracts	50,00	150,000	<ul style="list-style-type: none"> - Machinery Supplier - Waste Management Equipment Supplier - Recycling Equipment Distributor - Material Handling Equipment Company

Contracts which have been entirely (100%) subcontracted by the tenderer to another entity will not be considered as experience and shall not be listed.

For contracts implemented in consortium with other entities, only the amount of works really implemented by the tenderer shall be mentioned and considered as experience.

3.5.3 Modalities relating to tender examination and regularity of the tenders

Art. 75-76 of the Royal Decree of 18 April 2017

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 to give 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, 1alinea 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).

3.5.4 Award criteria ♣

The contracting authority will choose the regular tender that it considers to be the most economically advantageous, on the basis of the best value for money, taking into account the following criteria and weightings, applied per lot:

- **Price 100%**

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 100}{\text{amount of tender A}}$$

3.5.4.1 Final score

The scores for the award criteria will be added up. The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided that the verification shows that the Declaration on honour corresponds with reality.

The award criteria are evaluated as follows:

- Award criterion Price 100%

$$\text{Score of the tender} = (\text{Lowest price} / \text{Price of the tender under evaluation}) \times 100 .$$

.....

3.5.4.2 Awarding the public contract

The public contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the ESPD of this tenderer and provided the check shows that the Declaration on honour corresponds with reality..

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 public contract.

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

3.5.5 Concluding the public contract

Article 88 of the Royal Decree on Awarding

In accordance with Article 88 of the Royal Decree of 18 April 2017, the public contract is concluded by the notification to the selected tenderer of the approval of his tender.

The notification of the award decision is sent by electronic means (e-mail) and, on the same day, by registered post.

The public contract consists of the following contractual documents:

- these Tender Specifications and their annexes;
- the approved tender of the contractor and all its annexes;
- the registered letter of notification of the award decision;
- any subsequent documents duly accepted and signed by both parties, as appropriate.

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

4 Special contractual provisions

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

These Tender Specifications do not derogate Article(s) 26 of the General Implementing Rules GIR.

4.1 Use of electronic means (art. 10)

The adjudicator "authorizes / imposes" 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 Ms Sireen Abu Jamous , e-mail: Sireen.abujamous@enabel.be mentioned in the notification letter

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

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

4.3 Subcontractors (Art. 12 to 15)

The fact that the successful tenderer (or supplier) entrusts all or part of its commitments to subcontractors does not release it from its liability towards the contracting authority. The contracting authority does not recognise any contractual link with these third parties.

The successful tenderer remains, in all cases, solely responsible vis-à-vis the contracting authority for the proper performance of the contract.

4.4 Confidentiality (Art. 18)

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

Under no circumstances can the information collected, regardless of its origin and nature, be

transferred to third parties in any form.

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

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with 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 first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. »

4.5 Personal data protection

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by the contractor

OPTION 1: PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR =

Where during contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European

Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

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

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

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

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [X]. Filling out and signing this annex is therefore a condition of regularity of the tender

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.

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

4.7 Performance bond (Art. 25 to 33)

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

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

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

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

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

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

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office Complete the following form as well as possible: finances.belgium.be/sites/default/files/01_marche_public.pdf

(PDF, 1.34 Mo), and forward it by e-mail to info.cdcdck@minfin.fed.be

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

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

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

Such proof is provided, as appropriate, by submission to the contracting authority of:

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

6 Bank Cheque.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement "lender" or "mandatary" as appropriate.

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

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

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

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

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

4.8 Conformity of performance (Art. 34)

The works, supplies and services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services 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.

4.9.5 Terms of introduction (Art. 38/14)

The contracting authority or the successful tenderer who wishes to rely on one of the review clauses, as referred to in Articles 38/09 to 38/12, must disclose the facts or circumstances on which it is based, in writing within 30 days of their occurrence or of the date on which the successful tenderer or the contracting authority should normally have known of them.

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.

Preliminary technical acceptance shall be carried out upon delivery of the products at the place of delivery, on the basis of the technical specifications set out in these Tender Specifications.

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 Partial orders (Art. 115)

This public contract does not provide for partial orders. The supplies shall be delivered in one single delivery per lot, in accordance with the terms and conditions set out in these Tender Specifications.

4.11.2 Deadlines and terms (Art. 116)

The supplies must be delivered within **8 Months for lot 1 and 2 months for Lot 2** as from the day following the date on which the supplier received the contract conclusion notification letter. The closure of the supplier's business for annual holidays is not included in this calculation.

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

The closure of the supplier's business for annual holidays is not included in this calculation.

When the Purchase Order is clearly incorrect or incomplete and implementation of the order becomes impossible, the supplier shall immediately notify the service that placed the order in writing in order to find a solution allowing for the normal implementation of the order.

4.11.3 Quantities to be supplied (Art. 117)

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

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

4.11.4 Place where the services must be performed and formalities (Art. 149)

The supplies will be delivered at the following address:

- Lot 1: for the Joint Services Councils of (Tubas, Hebron Jerusalem "NESE-JSC)
- Lot 2: Joint Services Council of (Tubas, Hebron Jerusalem "NESE-JSC)

The exact delivery addresses and delivery arrangements shall be communicated to the successful tenderer upon issuance of the relevant Purchase Order.

4.11.5 Packaging (Art. 119)

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

4.11.6 Inspection of the supplies delivered (Art. 120)

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

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

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

Acceptance on site counts as complete provisional acceptance.

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

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

4.11.7 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.

4.11.8 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 Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

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

4.13 Means of action of the contracting authority (Art. 44-51 and 123-

126)

The supplier 's default is not solely related to performance 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 employee and of the advantage that the supplier hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

4.13.1 Failure of performance (Art. 44)

§1 The supplier is considered to be in failure of performance under the public contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery 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 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 regie of all or part of the non-performed contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting 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 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.

When the supplies will be delivered before or after this date, it is the responsibility of the supplier to inform them by registered mail or electronic mail, ensuring in an equivalent manner the date of dispatch to the managing official and to ask, at the same time, to proceed to reception. Within thirty days of the date of receipt of the suppliers request, a report of receipt or refusal of receipt is drawn up, as the case may be.

In this contract, the following acceptances are provided for:

Provisional acceptance

In this contract, provisional acceptance is carried out in full at the place of delivery, without partial acceptance at the place of manufacture.

To examine and test the supplies and to notify its decision to accept or reject the delivery, the contracting authority has a period of thirty (30) calendar days. This period starts on the day following 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 the invoice.

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 commences on the date on which provisional acceptance is given. It lasts <<one year>>.

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 Acceptance costs

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

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

- Shipment of the equipment
- Installation of the equipment

4.14.6 Invoicing and payment of services (Art. 66 to 72 – 160)

The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: mentioning **PSE22004-10095 Public contract for the supply of “Recycling facilities in the three JSCs (Tubas -Jerusalem & Hebron)**

Enabel - Belgian Development Agency, Royal Center, 7th Floor, Al Balou', Mecca Street, Al Bireh – Ramallah and Al Bireh Governorate

Only deliveries that have been correctly performed may be invoiced.

The amount owed to the supplier shall be paid within thirty (30) calendar days, starting from the expiry of the verification period or from the day following the last day of the verification period if this period is shorter than thirty days, provided that the contracting authority is in possession of the duly established invoice.

Where the procurement documents do not provide for any separate debt claim, the invoice shall constitute the debt claim.

The invoice must be issued in euros (EUR).

No advance payment may be requested by the supplier. Payment shall be made after provisional acceptance of the delivery corresponding to the relevant Purchase Order.

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 Inge Janssens
rue Haute 147
1000 Brussels
Belgium

4.16 Obligations of the contracting authority (Art. 136)

The contracting authority shall:

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

2° make not changes to the goods delivered without the written preliminary approval of the supplier

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

The supplier shall:

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

2° ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

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

4.18 Transfer of ownership in case of hire-purchase (Art. 139)

In case of hire-purchase, the transfer of ownership takes place either when the purchase option is lifted or upon the expiry of the term given in the procurement documents.

4.19 Guarantee period in case of hire-purchase (Art. 140)

In case of hire-purchase, the guarantee period is set at <<one year>>
from the date that the purchase option is lifted

4.20 Payment of the price (Art.141)

This provision is not applicable, as the present public contract does not concern a rent or rental remuneration arrangement.

4.21 Final acceptance (Art. 142 OR 143)

This provision is not applicable, as the present public contract does not concern a rental, leasing.

4.22 Release of the performance bond (Art. 144)

The performance bond will be released in full upon final acceptance of the public contract;

5 Terms of reference

Lot 1- Wheel loader

Item Name	Specifications	Quantity
<p>Wheel loader latest model and latest year of production (at least 2025)</p>	<p>Engine & Performance</p> <ul style="list-style-type: none"> • Engine net power: minimum 73 hp (ISO 9249) • Engine gross power: minimum 75 hp (ISO 14396) • Engine emission standards: U.S. EPA Tier 4 Final, EU Stage V • Automatic electronic or manual fuel priming pump • Fuel/water separator • Steel bar fan guards • Fuel tank capacity: minimum 90 liters <p>Bucket & Loader Capacity</p> <ul style="list-style-type: none"> • 1 m³ multi-purpose bucket with teeth • Minimum static tipping load: 3,280 kg (ISO 14397-1) • Minimum dump clearance: 3,150 mm at full lift / 45° • Minimum reach: 1,045 mm at full lift / 45° • Minimum dig depth: 140 mm • Minimum rackback angle at carry: 40° • Minimum operating weight: 6,800 kg <p>Transmission & Drive</p> <ul style="list-style-type: none"> • Closed-loop hydrostatic drive system • Three forward and three reverse speeds • Maximum speed: 40 km/h • Forward/neutral/reverse switch on joystick • Hydrostatic braking with additional hydraulic braking capacity • Automatic neutralization when parking brake is applied <p>Steering & Braking</p> <ul style="list-style-type: none"> • Steering articulation angle: minimum 38° per side • Asymmetric steering system • Fully hydraulic power steering • Audible alarm and indicator light for brake pressure drop • Mechanical parking brake (disk and caliper type) <p>Hydraulics</p> <ul style="list-style-type: none"> • Implement pump working pressure: minimum 3,408 psi (23,500 kPa) • Third function hydraulics available • Continuous flow feature for rotating attachments • Hydraulic lock-out safety switch • Hydraulic auxiliary flow: minimum 22 gpm (85 L/min) • Ride control system • Hydraulically driven demand cooling fan <p>Cab & Operator Comfort</p> <ul style="list-style-type: none"> • Adjustable tilt steering • Joystick controller for lift, tilt, direction & 3rd function • Engine speed control feature • Heated and air-vented suspended seat with air suspension • Seat belt included • Air conditioning • Sliding windows on left and right doors • Personal storage (cup, coat, lockable compartment) 	<p>2</p>

	<ul style="list-style-type: none"> • Air-cooled storage box <p>Visibility & Safety</p> <ul style="list-style-type: none"> • Backup alarm • Master battery disconnect switch (ground level) • Front and rear wipers with washers • Rear window electric defroster • Curved windshield with full glass visibility • Glass panels from roof to floor • Auxiliary front and rear working lights • Stop, tail, and turn signal lights mounted in rear counterweight <p>Electrical & Controls</p> <ul style="list-style-type: none"> • 12V starting and charging system • 12V socket • LCD backlit display with gauges (fuel, coolant, hydraulic oil) <p>Structure & Attachments Interface</p> <ul style="list-style-type: none"> • Z-bar loader linkage with parallel lift • SSL/Wheel loader quick coupler with viewing window • Constant hydraulic pressure on coupler pins • Automatic bucket positioner • Hydraulic tank with oil sight gauge • Front and rear fenders • Exterior toolbox <p>Attachments – For Wheel Loader (Set 1)</p> <p>Grapple</p> <ul style="list-style-type: none"> • Width: minimum 2,000 mm • Weight: minimum 580 kg • Height (closed): minimum 1,000 mm • Jaw opening: minimum 1,000 mm • Base edge thickness: minimum 20 mm • Cutting edge thickness: minimum 15 mm • Interface: skid steer / wheel loader coupler <p>Pallet Fork Carriage with Forks</p> <ul style="list-style-type: none"> • Height: minimum 630 mm • Width: minimum 1,300 mm • Length: minimum 240 mm • Tine spacing: 250 – 1,170 mm • Interface: skid steer coupler <p>Broom</p> <ul style="list-style-type: none"> • Bristles: 100% poly • Overall width: minimum 1,800 mm • Sweeping width: minimum 1,500 mm • Hopper capacity: minimum 0.4 m³ • Brush diameter: minimum 660 mm • Mounted water tank with dust suppression sprinklers 	
<p>Wheel loader latest model and latest year of production (at least 2025)</p>	<p>Engine & Emission Standards</p> <ul style="list-style-type: none"> • Engine net power: minimum 73 hp according to ISO 9249 • Engine gross power: minimum 75 hp according to ISO 14396 • Engine shall meet U.S. EPA Tier 4 Final and EU Stage V emission standards • Automatic electronic or manual fuel priming pump 	<p>1</p>

	<ul style="list-style-type: none"> • Fuel/water separator • Steel bar fan guards to prevent access while engine is running <p>Bucket & Loader Capacity</p> <ul style="list-style-type: none"> • 1 m³ multi-purpose bucket with teeth • Minimum full turn static tipping load: 3,280 kg (ISO 14397) • Minimum dump clearance: 3,150 mm at full lift and 45° discharge • Minimum reach: 1,045 mm at full lift and 45° discharge • Minimum dig depth: 140 mm • Minimum rackback angle at carry: 40° • Minimum operating weight: 6,800 kg <p>Transmission & Drive System</p> <ul style="list-style-type: none"> • Closed-loop hydrostatic drive system for high performance • Three forward and three reverse speeds • Maximum travel speed: 40 km/h • Forward / Neutral / Reverse switch integrated on implement control joystick • Hydrostatic drive variably neutralized during braking • Hydrostatic system provides additional hydraulic braking capacity <p>Steering & Braking</p> <ul style="list-style-type: none"> • Steering articulation angle: minimum 38° per side • Asymmetric steering system allowing equal turning radius left and right • Fully hydraulic power steering system • Audible alarm and indicator light to alert operator if brake pressure drops below normal operating parameters • Mechanical parking brake (disk and caliper type on driveline) • Transmission automatically neutralized when parking brake is applied <p>Hydraulic System</p> <ul style="list-style-type: none"> • Implement pump maximum working pressure: 3,408 psi (23,500 kPa) • Third function hydraulics available for powered work tools • Continuous flow feature for third auxiliary hydraulics, enabling operation of rotating tools (brooms, compost turner, snow blowers) • Hydraulic lock-out safety switch to disable implement functions • Hydraulically driven demand fan • Hydraulic third auxiliary flow: minimum 22 gpm (85 L/min) • Ride Control system for smooth operation in rough conditions • Implement pump mechanically driven and directly connected to engine output <p>Cab, Operator Comfort & Controls</p> <ul style="list-style-type: none"> • Adjustable tilt steering system (hand-adjusted) 	
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	<ul style="list-style-type: none"> • Joystick controller operating lift and tilt functions • Joystick integrates forward/reverse switch and adjustable third-function hydraulic control • Engine Speed Control feature to maintain desired engine speed • Heated and air-vented suspended seat with cloth upholstery • Fully adjustable seat (fore/aft, back angle, lumbar support, armrest angle, air suspension stiffness) • Standard seat belt • Air conditioning system for cab • Sliding windows available on left and right cab doors • Personal storage areas for cup, coat, and lockable storage • Air-cooled storage box for beverages <p>Visibility, Safety & Lighting</p> <ul style="list-style-type: none"> • Standard backup alarm • Master battery disconnect switch accessible at ground level • Front and rear windshield wipers with washers • Separate washer pumps with common fluid reservoir • Rear window with electric defroster and timer • Glass panels extending from cab roof to floor for maximum visibility • Curved front windshield for optimum wiper coverage • Auxiliary front and rear working lighting packages • Stop, tail, and turn signal lights mounted in rear counterweights for protection <p>Electrical System & Instrumentation</p> <ul style="list-style-type: none"> • 12-volt starting and charging system • 12V socket for powering electronics • Easy-to-read dash with backlit LCD display • Gauges include fuel level, engine coolant temperature, and hydraulic oil temperature <p>Structure, Coupler & Attachments Interface</p> <ul style="list-style-type: none"> • Z-bar loader linkage design for excellent visibility throughout full range of motion • Standard parallel lift Z-bar loader (no need to adjust level when raising forks) • SSL / wheel loader quick coupler with viewing window for fork visibility • Hydraulic work tool coupler with constant hydraulic pressure on engagement pins • Automatic bucket positioner adjustable to desired loading angle • Hydraulic tank with oil level sight gauge • Hydraulically driven cooling demand fan • Fuel tank capacity: minimum 90 liters • Front and rear fenders as standard equipment • Exterior toolbox available 	
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Lot 2- Baling Machine

Item Name	Specifications	Quantity
Fully Automatic Horizontal Baling Machine	<ul style="list-style-type: none"> •Motor of 30 hp size at least. •Heavy duty hydraulic system of 200 bars operating pressure at least. •Suitable for paper, cardboard, plastic and PET. •Total platen force of at least 50 ton. •Ram face pressure of at least 7 bars. •Approximate bale size of 1,000*750 mm* variable length. •Automatic tying- with built in cutting shears. •Programmable PLC controller with full bale and advance warning indicators. •Automatic bale sizing system. •Automatic cycle controller via adjustable photo cell. •Standard feeding Hooper. •Automatic bale ejection system •Bale exit ramp. •The supplier shall supply construction design and engineering drawings, equipment technical documents (foot loading and operating and maintenance manuals. •The supplier shall install, test, commission and operate the machine and train the needed staff. 	2

Shaftless Type Trommel Screen

Item Name	Specifications	Quantity
Shaftless Type Trommel Screen	<p>1.1 Material to be Handled</p> <ul style="list-style-type: none"> • Material to be handled: Compost (organic fraction of waste) • Bulk density: 0.6 t/m³ • Moisture content: < 20% • Maximum particle size: 6.5 mm • Capacity: 5 ton/hour <p>2 Equipment Name</p> <ul style="list-style-type: none"> • Equipment name: Shaftless type trommel screen <p>1.3 Construction & Screening Drum</p> <ul style="list-style-type: none"> • Material of construction: Carbon steel • Screening drum diameter: 1500 mm • Screening drum length: 3500 mm • Mesh type: Manganese steel punched plate • Mesh size: <ul style="list-style-type: none"> • Hole opening: 4 mm • Round hole, hole center distance 15 mm • Plate thickness: 3 mm <p>1.4 Drive & Power</p>	1

	<ul style="list-style-type: none"> • Inclination angle: 0° (horizontal) • Rotation speed: 20 rpm • Drive arrangement: Gear motor • Power supply: 3 phase / 400V / 50 Hz • Type of gear motor: As per manufacturer • Power rating: As per manufacturer <p>1.5 Rotating Brush</p> <ul style="list-style-type: none"> • Rotating brush to be supplied and fitted on top of the trommel along the whole length of the trommel 	
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5.1 General conditions

All supplies must be new, unused and of recent manufacture. They must be free from any defects or flaws that could affect their appearance, safety or proper functioning. The supplies must strictly comply with the technical specifications set out in these Tender Specifications.

The tenderer shall attach to his tender:

- The duly completed technical forms for the supplies to be delivered, per lot.
- Detailed technical datasheets, catalogues or brochures clearly indicating compliance with the required specifications.
- Certificates of origin and any relevant conformity certificates (where applicable), which shall also be delivered together with the supplies upon delivery.

5.2 After-sales service

In his tender the tenderer will include a statement certifying that he undertakes to:

5.2 After-sales service

- Ensure the availability of spare parts for a minimum period of five (5) years starting from the date of provisional acceptance.
- Provide a minimum warranty period of one (1) year starting from the date of provisional acceptance.
- Ensure maintenance and repair of the supplied equipment during the warranty period, either through his own services or through authorised subcontractors.

6 Forms

6.1 Identification form

Form (1) Identification of the tenderer

Name of the company and legal form									
Nationality of the tenderer and of staff (if different)									
Domicile / registered office complete address	Street name								
	House number								
	Zip code or neighbourhood								
	City or village								
	Country or territory								
Telephone number (with country code)									
National Social Security Office registration number or equivalent									
Enterprise number									
Represented by the undersigned	Full Name								
	Function								
Contact person	Full Name								
	Title / function								
	Phone								
	E-mail								
If different: Project manager	Full Name								
	Phone								
	E-mail								
Bank account for payments	IBAN								
	BIC/SWIFT								
	Financial institution								
	Account holder name								

First name:		Place:	
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Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Hand written Signature and stamp:	

6.1.1 Subcontractors

Name and legal form	Address / Registered office	Regards

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

6.2 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-:

Wheel loader

Item	Unite Price	Quantity	Price Ex VAT
Wheel loader latest model and latest year of production (at least 2025)	1	2	
Wheel loader latest model and latest year of production (at least 2025)	1	1	
Total Price EX-VAT			

Lot 2:

Baling Machine

Item	Unite Price	Quantity	Price Ex VAT
Fully Automatic Horizontal Baling Machine	1	2	
Total Price EX-VAT			

Shaftless Type Trommel Screen

Item	Unite Price	Quantity	Price Ex VAT
Shaftless Type Trommel Screen	1	1	
Total Price EX-VAT			

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

VAT percentage:%.

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

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

In order to correctly compare the tenders, the duly signed information or documents mentioned <<below or under point ... must be attached to the tender.

In annex, the tenderer attachesto his tender.

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

Certified true and sincere,

Done at, on

6.3 Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° Involvement in a criminal organisation
 - 2° **corruption**
 - 3° **fraud**
 - 4° terrorist offence, offence linked to **terrorist** activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° **money laundering** or **financing of terrorism**
 - 6° **child labour** and other trafficking in human beings
 - 7° employment of foreign citizens under **illegal** status
 - 8° the creation of 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 which fails to fulfil his obligations relating to the **payment of taxes or social security contributions** for an amount in excess of EUR 3 000, except if the 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.**

The following are considered serious professional misconduct, among others:

A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

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

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

5. When a conflict of interest cannot be remedied by other, less intrusive measures;
6. 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 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 de proliferation of weapons of mass destruction.

8. The tenderer or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for 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

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

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

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

b. Enabel already has said documents.

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

Date

Location:

Signature

6.4 Selection file – Economic capacity

Form (2) Annual turnover

The tenderer must complete the following table of financial data based on his annual accounts.

Financial data	Year 2022 [EUR]	Year 2023 [EUR]	Year 2024 [EUR]
Annual turnover, excluding this public contract ¹²			
Current Assets ¹³			
Current Liabilities ¹⁴			
Average annual exchange rates	1 ILS = 0.283 EUR	1 ILS = 0.251 EUR	1 ILS 0.251 EUR
	1 USD = 0.943 EUR	1 USD = 0.926 EUR	1 USD = 0.917 EUR

First name:		Place:	
Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

¹² Last accounting year for which the entity's accounts have been closed.

¹³ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

¹⁴ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

Form (1) List the references/similar experience

List below the experience under contracts in the role of contractor or subcontractor completed within the last **five years** prior to the applications submission deadline (**2020 – present**). Start with the most recent.

Description of the main works performed	Final contract value	Currency	Role contractor/s subcontractor	Start date	End date (provisional acceptance)	Contracting authority	Completion certificate attached?

Description of the main works performed	Final contract value	Currency	Role contractor/s subcontractor	Start date	End date (provisional acceptance)	Contracting authority	Completion certificate attached?

First name:		Place:	
Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

6.5 Documents to be submitted – exhaustive list

The tender must include the following documents:

Documents to be submitted – exhaustive list

- Original hand written Signed (and where possible stamped) Tender Document and Terms of Reference (TOR);
- All duly completed, signed and stamped forms, including:
 - Identification Sheet (with bank account details); (original signature)
 - Financial Offer;
 - Integrity Statement;
 - Declaration of Honour;
 - Subcontractor Form (where applicable);
 - Signed ESPD form from the contractor and the sub-contractor, and if any joint venture (original signature).
- Registration Certificate of the company;
- Valid Tax Clearance Certificate (Deduction at Source);
- Bank Certificate in EURO currency including IBAN details;
- Non-sentence (Non-Conviction) Certificate for the Board Members.

Technical documents:

- Catalogue and/or technical datasheet of the vehicle (or equipment offered), clearly demonstrating compliance with the required specifications.