



TENDER SPECIFICATIONS

Public framework contract for “**supply of fish production consumables**”

Reference No: **TZA22003-10658**

Country: **Tanzania**

Negotiated Procedure without Prior

Publication

*Deadline for
requesting
clarifications:*

Until the **Fourteenth day**
before the deadline for
submission of tenders

*Deadline for
submission of
tenders:*

**4th September 2026 at 13:00
(EAT)**

Table Of Contents

1 General Remarks.....	4
1. The contracting authority	4
2. Rules governing the public contract	4
3. Applicable law and competent courts	4
2 Subject-Matter and Scope of The Public Contract	6
1. Type of contract	6
2. Lots	6
3. Items	6
4. Duration of the public contract.....	6
5. Variants.....	6
6. Options	6
7. Quantities.....	6
3 Award Procedure	7
Section (A) - General procedure instructions	7
1. Award procedure	7
2. Publication	7
3. Further information	7
Section (B) - Instructions for preparation of tenders.....	8
4. Validity period of tenders	8
5. Data to be included in the tender.....	8
6. Tender currency.....	9
7. Determination of prices.....	9
8. Elements included in the price.....	9
Section (C) - Submission of tenders	9
9. Submission of tenders	9
10. Tender signature	10
11. Deadline for submission and opening of tenders	10
Section (D) - Selection, Awarding & Conclusion	11
12. Exclusion grounds	11
14. Overview of the procedure	12
15. Award criteria	12
16. Awarding the public contract	13
17. Concluding the contract.....	13
4 Special Contractual Provisions	14
Section (A) - General	14
3. Use of electronic means (art. 10)	14
4. Managing official (Art. 11).....	14
5. Confidentiality (art. 18).....	14
6. Protection of Personal Data.....	15

7. Intellectual property (Art. 19 to 23)	15
Section (B) - Financial guarantees	15
8. Performance Bond (Art. 25 to 33).....	15
Section (C) - the public contract documents.....	16
9. Conformity of performance (Art. 34).....	16
Section (D) - Changes to the public contract.....	16
10. Replacement of the supplier (Art. 38/3, °1).....	16
11. Revision of prices (Art. 38/7).....	17
12. Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12)	17
13. Unforeseeable circumstances	18
14. Taxation having an effect on the value of the public contract (Art. 38/8).....	18
15. Terms of introduction (Art. 38/14 to 38/17)	18
Section (F) - Performance modalities	18
16. Order forms (Art. 115)	18
17. Deadlines and terms (Art. 116)	19
18. Place of performance (Art. 118)	19
19. Transfer of ownership (Art. 132)	19
Section (G) - Means of action	19
20. Failure of performance (Art. 44)	19
21. Fines for delay (Art. 46 and 123).....	20
22. Measures as of Right (Art. 47 and 124)	20
Section (H) - End of the public contract.....	20
23. Acceptance of the products delivered (Art. 64, 120 and 128-131)	20
24. Guarantee period (Art. 65 and 134)	21
25. Final acceptance (Art. 135)	21
26. Invoicing and payment (Art. 66-72 and 127).....	21
27. Advance payments	21
 5 Terms of reference	 22
1. Context and description of the need	22
2. Technical offer - specifications	22
 6 Overview of the documents to be submitted	 29
 7 Forms.....	 30
1. Identification form	30
2. List of subcontractors.....	34
3. Tender form - Prices	35
4. Declaration on honour - Exclusion grounds	37

1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, 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), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. 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.
- 1.3. For this public contract Enabel, in Tanzania, is represented by :

Name	Position
Virginie Hallet	Country Director
Othman Boufaied	Contract Manager

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:

The Law of 17 June 2016 on public procurement;

The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;

The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;

The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;

Circulars of the Prime Minister with regards to public procurement;

Enabels policy regarding sexual exploitation and abuse – June 2019;

Enabels policy regarding fraud and corruption risk management – June 2019.

- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public framework contract is a supply contract for procurement and delivery of goods required for fish production in ponds (pond aquaculture). The scope of supply includes equipment, consumable supplies and biotic materials, including fish fingerlings.

2. LOTS

- 2.1. This public framework contract is not divided into lots.

3. ITEMS

- 3.1. This public framework contract consists of the items listed under clause 3 of chapter 7 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public framework contract starts **upon award notification** and lasts for **18 (Eighteen) months**.

5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

7. QUANTITIES

- 7.1. Quantities will be determined in subsequent order.
- 7.2. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.
- 7.3. The presumed quantities indicated in the price form (clause 3 of chapter 7 Forms) are given for information purposes only. The contracting authority does not commit in any way as to quantities that will actually be ordered under this public contract.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public framework contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

- 2.1. The following platform:

Website of Enabel (www.enabel.be).

- 2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Alern Mgeni

Procurement Officer

alern.mgeni@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. Requesting clarifications

Prospective tenderers have until the **fourteenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (alern.mgeni@enabel.be), and will be answered in the order received.

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

3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the **tenth day** before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

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

5. DATA TO BE INCLUDED IN THE TENDER

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

5.2. The tender and all annexes to the tender form must be drawn up in:

English.

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

5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.

5.5. The tenderer must use the tender forms provided in the annex:

Identification form (clause 1 of chapter 7 Forms);

List of subcontractors (clause 2 of chapter 7 Forms);

Tender form - Prices (clause 3 of chapter 7 Forms)

Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

5.6. The tenderer also attaches the following to his tender:

All documents demanded for the application of award criteria (see clause 15);

A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

The statutes and any other document required to establish the power of attorney of the signer(s).

5.7. 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:

Identification form (clause 1 of chapter 7 Forms);

Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms);

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.

- 5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

- 7.1. This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, 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.

8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax. The applicable VAT is quoted separately, if applicable.
- 8.2. The following are specifically included in the prices:
- Packaging (except if it remains the property of the tenderer), loading, trans-shipment, intermediate unloading, transportation, insurance, and customs clearance;
 - Unloading, unpacking, and deployment at the place of delivery, provided that the procurement documents specify the exact place of delivery and the means of access;
 - Where applicable, the measures imposed by occupational safety and health legislation;
 - Customs and excise duties.
 - Acceptance costs.
- 8.3. All prices are based on **Incoterms® 2020: DDP**.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

- 9.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 9.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.*

The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement” platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.

- 9.3. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted on paper.

The tenderer shall attach copies of the documents requested in these tender specifications. These copies **MUST** be submitted as one or more PDF files on a USB stick.

The submission is to be made in a properly sealed envelope, bearing the following information:

Tender: **TZA22003-10658 - Public framework contract for “supply of fish production consumables**

To the attention of: **Alern Mgeni, Procurement Officer.**

- 9.4. **The tender must be submitted before 4th September 2026, at 13:00 (EAT)**, in one of the following ways:

By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

**Enabel,
Belgian Agency for International Cooperation
14/15 Masaki, Haile Selassie Road,
Oasis Office Park,
4th Floor P.O Box 23209, Dar es Salaam, Tanzania 12 / 72**

Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 9.4 (a).

- 9.5. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 9. A tender submitted by email will be discarded.**

10. TENDER SIGNATURE

- 10.1. **The tender and all accompanying documents must be signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Tenders must be in the possession of the contracting authority before **4th September 2026, at 13:00 (EAT)**.
- 11.2. The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 7 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (**Error! Reference source not found.**), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause **Error! Reference source not found.** subject to the regularity of these tenders.
- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:

all participants submitting a joint bid as a consortium of economic operators;

other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, 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.

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful supplier for this public contract, after having been verified for absence of exclusion grounds.

15. AWARD CRITERIA

- 15.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
price	100	Points tender A = Amount of lowest tender * 100 Amount of tender

- 15.2. The scores for the award criteria will be added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour of this tenderer and provided the control shows that the declaration on honour corresponds with reality.

16. AWARDING THE PUBLIC CONTRACT

- 16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

17. CONCLUDING THE CONTRACT

- 17.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
- 17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 17.3. The full public contract consists of the following documents:
 - These tender specifications and their annexes;
 - The approved BAFO and all of its annexes;
 - The registered letter notifying the award decision;
 - Any later documents accepted and signed by both parties, as appropriate.
- 17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Earnest Musinamwana, Expert-Entrepreneurship/Inclusive Growth**, email: earnest.musinamwana@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the supplier. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving supplies, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

- 5.1. Suppliers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 5.2. Suppliers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the supplier, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. 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 the 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.

6.2. Processing of personal data by the supplier

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

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

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

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

The supplies must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

10. REPLACEMENT OF THE SUPPLIER (ART. 38/3, °1)

10.1. Scope

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

10.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the supplier already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new supplier.

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the supplier's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial supplier), the contracting authority shall address itself:

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

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

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

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new supplier. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial supplier, and compared to the original tender of the new supplier. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new supplier), shall continue to apply unchanged.

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

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

11. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

12. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

- 12.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 12.2. 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 may be agreed.
- 12.3. When activities are suspended, based on this clause 12.3, the supplier is required to take all necessary precautions, at his expense, to protect the supplies already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 12.4. The supplier has a right to damages for suspensions ordered by the contracting authority when:
 - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;

- (c) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

- 13.1. As a general rule, the supplier is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

14. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
- The change entered into force after the tenth day preceding the deadline for submission of tenders, and
- Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 14.3. In the event of an increase in charges, the supplier must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the supplier proves that he paid the charges at the old rate.

15. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 15.1. The contracting authority or the supplier who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the supplier should normally have known about them.
- 15.2. The supplier may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

16. ORDER FORMS (ART. 115)

- 16.1. The Contracting Authority will place orders by issuing written order forms in accordance with Article 115 of the Royal Decree of 14 January 2013. Each order form will specify the goods to be supplied, the quantities, delivery location, and the applicable delivery period. The Contractor shall execute the orders under the conditions of the framework contract. No rights may be derived

from the framework contract regarding a guaranteed minimum volume of orders, unless otherwise specified.

17. DEADLINES AND TERMS (ART. 116)

17.1. The supplier must deliver the goods within **30 (thirty) days**, starting from **the day after the order placed**

18. PLACE OF PERFORMANCE (ART. 118)

The supplies must be delivered at the following address:

MATI Mubondo

Kasulu

Kigoma

Tanzania

19. 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 the "GIR".

SECTION (G) - MEANS OF ACTION

20. FAILURE OF PERFORMANCE (ART. 44)

20.1. The supplier shall be considered in breach of this public contract under the following circumstances:

When contract performance is not carried out in accordance with the conditions specified in the procurement documents;

When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

When the supplier fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the supplier either by registered post or e-mail (with proof of the exact dispatch date).

20.2. The supplier must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), 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 as acknowledgement of the reported facts.

20.3. Any defects that can be attributed to the supplier may result in the application of one or more measures as provided in Articles 45 to 49, 123 and 124 of the "GIR".

21. FINES FOR DELAY (ART. 46 AND 123)

- 21.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. 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.
- 21.2. Fines for delay are calculated, according to Article 123 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of the supplies that were delivered with the same delay.
- 21.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 21.4. Without prejudice to the application of these fines, the supplier shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

22. MEASURES AS OF RIGHT (ART. 47 AND 124)

- 22.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the supplier has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 22.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the supplier has explicitly acknowledged the identified shortcomings.

- 22.2. The measures as of right are:

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;

Completion of all or part of the unfulfilled contract by the contracting authority itself;

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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

SECTION (H) - END OF THE PUBLIC CONTRACT

23. ACCEPTANCE OF THE PRODUCTS DELIVERED (ART. 64, 120 AND 128-131)

- 23.1. The contracting authority checks the deliveries at the place of delivery. The supplies will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests. Any damage shall be recorded. The result of this inspection and the exact date of arrival of the deliveries shall be recorded in a report or, where applicable, on the delivery note or invoice referred to in Article 118, § 2 of the “GIR”.
- 23.2. Upon expiry of the thirty-day period starting from delivery, as appropriate, a report of provisional acceptance or refusal of acceptance will be drawn up.
- 23.3. In this contract, provisional acceptance is carried out as follows: Full acceptance is carried out at the place of delivery without prior partial acceptance at the place of manufacture. Provisional Acceptance is completed in full at the place of delivery. The contracting authority has thirty (30) days to inspect and test the supplies and notify the supplier of its acceptance or rejection. This

period begins the day after the supplies arrive at the place of delivery, provided that the contracting authority has received the delivery note or invoice. The thirty-day period provided for in Article 127 of the “GIR” (clause 26) is included herein.

24. GUARANTEE PERIOD (ART. 65 AND 134)

The warranty period shall commence on the date of provisional acceptance and shall remain valid for a period of one (1) year. This warranty requirement applies to durable goods such as meters, scales, and other durable equipment. It does not apply to consumable items, including but not limited to fish fingerlings, feeds, chemicals, reagents, hormones, and other consumable.

25. FINAL ACCEPTANCE (ART. 135)

- 25.1. Final Acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.
- 25.2. If delivery has led to complaints during the warranty period, a report of final acceptance or refusal of acceptance will be issued within 15 days prior to the expiry of said period.

26. INVOICING AND PAYMENT (ART. 66-72 AND 127)

- 26.1. The contracting authority shall verify and pay the amount due to the supplier within a processing period of thirty days from delivery, provided that the contracting authority is in possession of the duly established invoice.
- 26.2. Only deliveries that have been performed correctly may be invoiced. The invoice must be issued in **euro**.
- 26.3. Delivery must be done in one package per order and that no partial delivery will be accepted. No instalments are foreseen and payment will be done after provisional acceptance of the concerned order.
- 26.4. The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: tanzania.admin@enabel.be with the Managing official's email in copy.

The invoice must include

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

- 26.5. Payments will be made via bank transfer(s) only.

27. ADVANCE PAYMENTS

No advance payments shall be made under this contract.

5 TERMS OF REFERENCE

1. CONTEXT AND DESCRIPTION OF THE NEED

The Wezesha Binti project aims to empower youth, particularly girls, by enhancing their access to decent work opportunities through aquaculture and related value chains. As part of this initiative, an aquaculture hub is in progress at establishment stage at MATI Mubondo to serve as a training, production, incubation hub and demonstration centre. The hub will support activities such as fish farming, hatchery management, feed formulation, and capacity building for youth groups. The Terms of reference aim to ensure smooth and timely starting operations, and that there is a need to establish a framework contract with qualified suppliers for the provision of fish production consumables.

Objectives of this Tender

- To ensure timely availability of high-quality fish production consumables for the aquaculture hub.
- To establish long-term partnership with reliable supplier.
- To support uninterrupted aquaculture production and training activities.

2. TECHNICAL OFFER - SPECIFICATIONS

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

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

S/N	Item	Unit	Minimum specifications required	Specifications offered	Comments/ remarks
1	pH Checker	pcs	Portable digital pH meter; range 0–14 pH; resolution ≤ 0.1 pH; accuracy ± 0.1 pH; battery operated; suitable for freshwater aquaculture.		
2	pH Meter Buffers	sets	Standard buffer solutions (pH 4.0, 7.0, 10.0); sealed bottles, min. 250ml per bottle; minimum shelf life 12 months; compatible with digital pH meters.		
3	pH electrode storage solution	Bottle	Minimum 250ml bottle, compatible with supplied PH checker		
4	pH Reagent tests	Tests	pH reagent tests for measuring pH level between 6.0 and 7.5		
5	Optical Dissolved Oxygen Meter	Pcs	Portable optical/luminescent dissolved oxygen meter suitable for freshwater aquaculture; measures dissolved oxygen in mg/L and % saturation, plus water temperature; DO range at least 0.00–20.00 mg/L and 0–200% saturation; DO resolution ≤ 0.01 or 0.1 mg/L; accuracy ± 0.2 mg/L or better		
6	Portable digital electrochemical dissolved oxygen meter using a galvanic or polarographic sensor	Pcs	Portable digital electrochemical dissolved oxygen meter using a galvanic or polarographic sensor; suitable for freshwater aquaculture; measures dissolved oxygen in mg/L and percentage saturation, plus water temperature; DO range at least 0.0–20.0 mg/L and 0–200% saturation; resolution 0.1 mg/L or better; accuracy ± 0.3 mg/L or $\pm 2\%$ of measured value, or better; automatic temperature compensation; altitude compensation; minimum 3 m probe cable; supplied complete with probe, batteries, electrolyte and replacement membranes where required, carrying case and instructions; minimum one-year warranty		
7	Low-cost dissolved oxygen meter	Pcs	Low-cost portable digital dissolved oxygen meter; electrochemical sensor; suitable for routine freshwater aquaculture monitoring; measures dissolved oxygen in mg/L and water temperature; DO range at least 0.0–20.0 mg/L; resolution 0.1 mg/L or better; accuracy ± 0.6 mg/L or $\pm 1.5\%$ of		

S/N	Item	Unit	Minimum specifications required	Specifications offered	Comments/ remarks
			full scale, or better; automatic temperature compensation; supplied complete with probe, batteries, electrolyte, replacement membranes and instructions.		
8	Hardness Reagents	Tests	Freshwater hardness test reagents; suitable for $\text{Ca}^{2+}/\text{Mg}^{2+}$ measurement; results expressed as mg/L CaCO_3 .		
9	Ammonia Reagents	Tests	Freshwater ammonia (TAN) test reagents; colorimetric method; results expressed as mg/L $\text{NH}_3/\text{NH}_4^+$.		
10	Nitrite Reagents	Tests	Freshwater nitrite (NO_2^-) test reagents; colorimetric method; results expressed as mg/L NO_2^- .		
11	Nitrate Reagents	Tests	Freshwater nitrate (NO_3^-) test reagents; colorimetric method; results expressed as mg/L NO_3^- .		
12	Phosphate Reagents	Tests	Water phosphate (PO_4^{3-}) test reagents; colorimetric method; results expressed as mg/L PO_4^{3-} .		
13	Iron / Fe	Tests	Total Iron (Fe) Method: APHA Standard Methods or equivalent accredited method Unit: mg/L Detection Limit: ≤ 0.01 mg/l Reporting Range: 0.01–10 mg/L or higher as required		
14	Sodium Chloride (NaCl)	kg	Industrial or aquaculture grade sodium chloride; crystalline form; purity $\geq 95\%$; suitable for fish health management.		
15	Calcium Carbonate (Agric. Lime)	kg	Agricultural grade calcium carbonate; powdered or granulated; purity $\geq 90\%$; used for pH and alkalinity adjustment.		
16	Hormone for Induction	mL	Aquaculture approved tilapia fish breeding hormone; sterile vial packaging; suitable for induced spawning of freshwater fish. At least 6 months of remaining shelf-life		

S/N	Item	Unit	Minimum specifications required	Specifications offered	Comments/ remarks
17	MT hormone for tilapia fry sex reversal	Gram	17 α -Methyltestosterone (MT) hormone for preparation of sex-reversal feed for tilapia fry; powder form; purity $\geq 90\%$		
18	Tilapia egg incubation jars	pcs	Durable, non-toxic plastic incubator jar suitable for tilapia egg incubation, complete with water inlet and outlet fittings.		
19	Tilapia fry trays	pcs	Durable, non-toxic plastic trays suitable for holding and rearing tilapia fry.		
20	Net Repair Twine & Needles	sets	Durable nylon or equivalent fibre; supplied as complete repair set including needles.		
21	Harvesting net	pcs	Harvesting net to harvest 1000sqm ponds A seine net made of 60 ply polyethylene (PE) or nylon, stretched mesh size of 1 – 2cm. Length of 50m and width of 3m with pocket or pulse in the centre. Lead rope in HDPE 15mm in diameter with floats on upper side and sinkers on bottom side		
22	Scoop Nets (Spares)	pcs	Nylon mesh net with metal or PVC frame for fish harvesting and handling, available in different mesh sizes.		
23	Nursery hapa nets	pcs	Nursery hapa nets for fry and fingerlings, #16 fine mesh, 2x3m, HDPE or nylon material; suitable for rearing fry and early fingerlings; reinforced seams and corners.		
24	Broodstock hapa nets	pcs	Broodstock hapa nets for broodstock, #16 side mesh, #20 bottom mesh, 2x5 sqm, HDPE or nylon material; suitable for holding broodstock tilapia; good water exchange and durability; reinforced seams and attachment points.		
25	Brushes	pcs	For net cleaning		
26	6-8mm rope	meters	6-8mm rope for hapa net installation		
27	Small digital hanging scale for fish sampling	Pcs	Digital hanging scale suitable for fish sampling, suitable range up to 10kg, resolution 1-5g		
28	Bench scale	Pcs	Digital bench/counting scale suitable for accurate weighing of individual fish, sample batches, fry/fingerlings and hatchery materials; capacity 20–30 kg		

S/N	Item	Unit	Minimum specifications required	Specifications offered	Comments/ remarks
29	Digital Platform Scale for Fish Sales and Bulk Weighing	Pcs	Digital platform scale suitable for fish sales, harvest weighing, crates, feed bags and general farm use; capacity 100–150 kg; resolution ≤50–100 g		
30	Gloves	pair	Gloves for easy fish handling Medium size Must not be rubber or latex		
31	Starter feeds,	Kg	Crude protein 40% (Min) Crude Fiber 4% (Max) Crude fat 8%(Max) Moisture Content 10%(Max) Delivered as powder		
32	Early pre-grower	Kg	Crude Protein 35% (Min) Crude Fiber 4% (Max) Crude Fat 8% (Max) Moisture Content 10% (Max)		
33	Pre-grower.	Kg	30 - 34% Crude Protein Crude Fat Min. 5,5% Crude Fiber 6% (Max) Moisture Content 10% (Max) > 99% floatability		
34	2 mm juvenile feed,	Kg	32 - 36% Crude Protein Crude Fat Min. 5,5% Moisture Content 10% (Max)		
35	3 mm grower feed,	Kg	30 - 34% Crude Protein Crude Fat Min. 5,5% Moisture Content 10% (Max)		
36	4 mm finisher feed,	Kg	25 - 30% Crude Protein Crude Fiber 6% (Max) Crude Fat 10% (Max) Moisture Content 10% (Max)		
37	Tilapia fish fingerlings	Pcs	Genetics: Tanganyika Tilapia/Oreochromis Tanganyicae Average Weight: 2.0g – 5g Age: 30 – 45 days post-hatch. Sex: All male treated Health Status: Deformity-free. No visible lesions, frayed fins, or parasites.		

NB:

For all consumables, the shelf life must be **a minimum of 12 months**, except the fish feed that **must be 6 months minimum** from the delivery date. Any items with a shorter lifespan than this requirement will be rejected by the Contracting Authority.

The supplier must hold and provide all legally required authorizations, licenses, permits and certificates for the supply, transport, delivery and use of the regulated products in Tanzania.

Fingerling delivery and quality-control requirements

The delivery and quality control requirements for the tilapia fingerlings shall be handled in line with the guidelines in the table below.

Parameter	Requirement
Survival rate at delivery	≥95%
Packaging and oxygenation	"Double plastic bags" with 1/3 water and 2/3 pure oxygen.
Transport conditions	Transport at temperature of 22-26°C to reduce mortality rate
Acceptable mortality after stocking	≤10%).
Acclimatisation requirements	Temperature fluctuations do not exceed 2°C during transport and acclimatisation acclimatise on delivery to ensure fingerlings are well conditioned prior to stocking
Replacement obligations	A fingerling mortality >10% from delivery to the first 48h after delivery shall trigger the need for the supplier to provide replacement fingerlings equivalent to the calculated number of losses.
Verification method	Sample weighing and counting
Delivery temperature	22-26°C

6 SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

- 1.1. The tenderer must submit a statement of the total turnover and the turnover of the business activity that is the subject of the contract, for the last three available financial years, depending on the date of establishment or the date on which the economic operator commenced his business activities, insofar as the relevant turnover figures are available.
- 1.2. The annual minimum turnover that economic operators must achieve in the domain to which the contract relates is 33.000 euro. Balance sheets or extracts certified by a registered public accountant. Bank certificate of credit line/financial capacity

REFERENCES

2. REFERENCES

- 2.1. The tenderer must provide at least 2 client references for the supply of aquaculture, fisheries, or agricultural inputs within the last three (3) years.

6 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

1. Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 7 Forms);
2. List of subcontractors (see clause 2 of chapter 7 Forms);
3. Tender form - Prices (clause 3 of chapter 7 Forms)
4. The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 7 Forms);
5. A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
6. Power of attorney: The Bidder shall include in his tender the power of attorney empowering the person signing the bid on behalf of the company, joint venture or consortium. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.
7. Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.
8. Technical offer - Specifications
9. Incorporation certificate: The Bidder shall include in his tender the incorporation certificate from the competent authority.
10. Criminal record certificate: At the latest before award, the bidder must provide a criminal record certificate for the person mandated to commit for the firm.
11. Certification of clearance with regards to the payments of social security contributions: At the latest before award, the Bidder must provide a certification from the competent authority stating that he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the first term of 2025.
12. Certification of clearance with regards to the payments of applicable taxes: At the latest before award, the bidder must provide a recent certification (up to 6 months) from the competent authority stating that the bidder is in order with the payment of applicable taxes that apply by law in the country of establishment.
13. Financial statements for the past 3 financial years (2023-2025).
14. Licence/permits or certificates for transport, delivery and use of the regulatory products in Tanzania

1. IDENTIFICATION FORM



Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ other (please specify):
REGISTRATION NUMBER (if applicable)	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE DD MM YYYY	SIGNATURE



Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i>	

<i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE



Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	

E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contracts			
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)

- 2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. TENDER FORM - PRICES

The 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

S/N	Item	Unit	Estimated Quantity	Unit price (Euro) Excl. VAT	Total price (Euro) (Excl. VAT)
1	pH Checker	pcs	2	€	€
2	pH Meter Buffers	sets	2	€	€
3	pH electrode storage solution	Bottle	2	€	€
4	pH Reagent tests	tests	200	€	€
5	Optical Dissolved Oxygen Meter	Pcs	1	€	€
6	Portable digital electrochemical dissolved oxygen meter using a galvanic or polarographic sensor	Pcs	1	€	€
7	Low-cost dissolved oxygen meter	Pcs	1	€	€
8	Hardness Reagents	tests	200	€	€
9	Ammonia Reagents	tests	500	€	€
10	Nitrite Reagents	tests	500	€	€
11	Nitrate Reagents	tests	500	€	€
12	Phosphate Reagents	tests	200	€	€
13	Iron / Fe	tests	200	€	€
14	Sodium Chloride (NaCl)	kg	400	€	€
15	Calcium Carbonate (Agric. Lime)	kg	800	€	€
16	Hormone for Induction	mL	80	€	€
17	MT hormone for tilapia fry sex reversal	Gram	5	€	€
18	Tilapia egg incubation jars	pcs	6	€	€
19	Tilapia fry trays	pcs	6	€	€
20	Net Repair Twine & Needles	sets	16	€	€
21	Harvesting net	pcs	2	€	€
22	Scoop Nets (Spares)	pcs	32	€	€

S/N	Item	Unit	Estimated Quantity	Unit price (Euro) Excl. VAT	Total price (Euro) (Excl. VAT)
23	Nursery hapa nets	pcs	20	€	€
24	Broodstock hapa nets	pcs	12	€	€
25	Brushes	pcs	20	€	€
26	6-8mm rope	meters	2000	€	€
27	Small digital hanging scale for fish sampling	Pcs	2	€	€
28	Bench scale	Pcs	2	€	€
29	Digital Platform Scale for Fish Sales and Bulk Weighing	Pcs	2	€	€
30	Gloves	pairs	20	€	€
31	Starter feeds,	Kg	200	€	€
32	Early pre-grower	Kg	200	€	€
33	Pre-grower.	Kg	350	€	€
34	2 mm juvenile feed,	Kg	750	€	€
35	3 mm grower feed,	Kg	3300	€	€
36	4 mm finisher feed,	Kg	7200	€	€
37	Tilapia fish fingerlings	Pcs	45000	€	€
	Total Price VAT excluded				

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

- Tenderers shall quote for all items listed in the price form, The quantities indicated are estimated quantities and may increase or decrease during the implementation of the framework contract.
- The use of this form to quote for prices is mandatory.
- All other costs up to final delivery should be included in the quoted price.
- All prices should be quoted in Euros, exclusive of VAT, and inclusive of any applicable withholding tax and delivery costs.

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.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

- ☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.

- ☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

- ☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

- ☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- ☐ The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

- ☐ The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

➔ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- ☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- ☐ **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- ☐ **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			