



## TENDER SPECIFICATIONS

Public supply contract for “**Supply of Black Soldier Fly (BSF) Processing Equipment in Pemba**”

Reference No: **TZA22002-10395**

Country: **Tanzania**

Negotiated Procedure without Prior  
Publication

*Deadline for  
requesting  
clarifications:*

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

*Deadline for  
submission of  
tenders:*

**23 October 2026 at 01:00  
P.M (EAT)**

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# 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 | Contracts Manager |

## 2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
  - (a) The Law of 17 June 2016 on public procurement;
  - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
  - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
  - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
  - (e) Circulars of the Prime Minister with regards to public procurement;
  - (f) Enabel's policy regarding sexual exploitation and abuse – June 2019;
  - (g) Enabel's 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 contract is a supply contract for purchasing goods pertaining to: Supply of Black Soldier Fly (BSF) Processing Equipment in Pemba.

### 2. LOTS

- 2.1. This public contract comprises **3 (three)** lots, each of which is indivisible.
- 2.2. The tenderer may submit a tender for **more than one lot**.
- 2.3. A tender for part of a lot is inadmissible.
- 2.4. The lots are:

| Lot N° | Lot Title | Lot Description                                          |
|--------|-----------|----------------------------------------------------------|
| 1      | LOT 1     | TOOLS, CLEANING EQUIPMENT AND WASTE MANAGEMENT EQUIPMENT |
| 2      | LOT 2     | PERSONAL PROTECTIVE EQUIPMENT (PPE)                      |
| 3      | LOT 3     | BLACK SOLDIER FLY (BSF) PROCESSING EQUIPMENT             |

### 3. ITEMS

- 3.1. Each lot of this public contract consists of the items listed under clauses 1,3 and 4 of chapter 7 Forms - Tender form - Prices.
- 1.1. 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 contract starts **upon award notification** and ends **upon completion of performance** (clause 14 of chapter 4 Special Contractual Provisions).

### 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.

## 3 AWARD PROCEDURE

### SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

#### 1. AWARD PROCEDURE

This public 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:

(a) Website of Enabel ([www.enabel.be](http://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:

*Ramadhani Selemani*

*Procurement Officer*

[ramadhani.selemani@enabel.be](mailto:ramadhani.selemani@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 **tenth 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 ([ramadhani.selemani@enabel.be](mailto:ramadhani.selemani@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 seventh 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:
  - (a) 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:
  - (a) Identification form (clause 1 of chapter 7 Forms);
  - (b) Tender form - Prices (clause 3,4 and 5 of chapter 7 Forms)
  - (c) Declaration on honour - Exclusion grounds (clause 6 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:
  - (a) All documents demanded for the application of award criteria (see clause 14);
  - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
  - (c) 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:
  - (a) Identification form (clause 1 of chapter 7 Forms);
  - (b) Declaration on honour - Exclusion grounds (clause 6 of chapter 7 Forms);
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
  - (d) 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. Lot 1: This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.
- 7.2. Lot 2: This public contract is a lump-sum price contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.
- 7.3. Lot 3: This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.
- 7.4. 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 global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax.
- 8.2. The following are specifically included in the prices:
  - (a) Packaging (except if it remains the property of the tenderer), loading, trans-shipment, intermediate unloading, transportation, insurance, and customs clearance;
  - (b) 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;
  - (c) Documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
  - (d) Assembly and commissioning;
  - (e) Training required for operation;
  - (f) Where applicable, the measures imposed by occupational safety and health legislation;
  - (g) Customs and excise duties.
  - (h) 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 lot.
- 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.*

*In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.*

- 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: **TZA22002-10395 - Supply of Black Soldier Fly (BSF) Processing Equipment in Pemba - Lot No. (1 or 2 or 3).**

To the attention of: **Ramadhani Selemani, Procurement Officer.**

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

- 9.4. **The tender must be submitted before 23 October 2026, at 01:00 P.M (EAT),** in one of the following ways:

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

**Belgian agency for international cooperation 14/15 Masaki, Haile Selassie Road  
Oasis Office Park, 4th Floor P.O Box 23209, Dar es Salaam, Tanzania**

- (b) 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).

- 1.2. **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 **23 October 2026 at 01:00 P.M (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 6 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. OVERVIEW OF THE PROCEDURE

- 13.1. In a first phase, the tenders submitted by the tenderers will be evaluated as to their formal and material regularity.
- 13.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 13.3. 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 14). 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.
- 13.4. 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.

- 13.5. 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 14) will be designated the successful supplier for this public contract, after having been verified for absence of exclusion grounds.

## 14. AWARD CRITERIA

- 14.1. 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/Amount of tender A) X 100 |

- 14.2. 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.

## 15. AWARDED THE PUBLIC CONTRACT

- 15.1. Each lot of this public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot in question.
- 15.2. 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.
- 15.3. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary, through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

## 16. CONCLUDING THE CONTRACT

- 16.1. 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.
- 16.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 16.3. The full public contract consists of the following documents:
- (a) These tender specifications and their annexes;
  - (b) The approved BAFO and all of its annexes;
  - (c) The registered letter notifying the award decision;
  - (d) Any later documents accepted and signed by both parties, as appropriate.

- 16.4. 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

2. 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.

### SECTION (A) - GENERAL

#### 1. 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.

#### 2. MANAGING OFFICIAL (ART. 11)

- 2.1. The managing official for this public contract is **Kikolo Mwakasungula, Project Manager**, email: [kikolo.mwakasungula@enabel.be](mailto:kikolo.mwakasungula@enabel.be). The managing official is responsible for overseeing the performance of the contract.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.

#### 3. CONFIDENTIALITY (ART. 18)

- 3.1. 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.
- 3.2. 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.

## 4. PROTECTION OF PERSONAL DATA

### 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 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.

### 4.2. 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.

## 5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 5.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 5.2. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent licence for the results protected by intellectual property law. This license must cover the modes of exploitation necessary for performance of this public contract.

## SECTION (B) - FINANCIAL GUARANTEES

## 6. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

## SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

## 7. 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.

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

#### 8.1. 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”).

#### 8.2. 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.

#### 8.3. 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:

- (a) 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 ;
- (b) 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.

## **9. REVISION OF PRICES (ART. 38/7)**

Price revisions are not allowed under this contract.

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

- 10.1. 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.
- 10.2. 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.
- 10.3. When activities are suspended, based on this clause 10.3, 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.
- 10.4. 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.

## **11. UNFORESEEABLE CIRCUMSTANCES**

- 11.1. As a general rule, the supplier is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 11.2. 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 11. 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.

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

12.1. 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.

12.2. Such price revision is only possible if both the following conditions apply:

- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
- (b) 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".

12.3. 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.

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

13.1. 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.

13.2. 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 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

## SECTION (F) - PERFORMANCE MODALITIES

## 14. DEADLINES AND TERMS (ART. 116)

14.1. The supplier must deliver the goods within **45 (forty-five) calendar days**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

## 15. PLACE OF PERFORMANCE (ART. 118)

The supplies must be delivered at the following address:

**LOTS 1 and 2: Enabel Office, Tibirizi, ZSSF building, 2nd Floor, Chake Chake-Pemba, Tanzania.**

**LOT 3: 1 unit to Vitongoji, Kwareni, Chake Chake, Pemba, Tanzania and 1 unit to Chokaani, Mkoani, Pemba, Tanzania.**

## 16. 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

### 17. FAILURE OF PERFORMANCE (ART. 44)

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

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) 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).

17.2. 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.

17.3. 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".

### 18. FINES FOR DELAY (ART. 46 AND 123)

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

### 19. MEASURES AS OF RIGHT (ART. 47 AND 124)

19.1. 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 19.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the supplier has explicitly acknowledged the identified shortcomings.

19.2. The measures as of right are:

- (a) 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;

- (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
- (c) 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**

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

- 20.1. 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".
- 20.2. 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.
- 20.3. 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 23) is included herein.

### **21. GUARANTEE PERIOD (ART. 65 AND 134)**

The warranty period commences on the date on which provisional acceptance is given. It lasts for **1 year**.

### **22. FINAL ACCEPTANCE (ART. 135)**

- 22.1. Final Acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.
- 22.2. 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.

### **23. INVOICING AND PAYMENT (ART. 66-72 AND 127)**

- 23.1. 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.
- 23.2. Only deliveries that have been performed correctly may be invoiced. The invoice must be issued in **Euro**.
- 23.3. If delivery takes place in several instalments, the processing period shall commence on the date of delivery for each partial delivery.
- 23.4. The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: [tanzania.admin@enabel.be](mailto:tanzania.admin@enabel.be) with the **Managing Official email in copy**.

- 23.5. To facilitate the VAT exemption process and avoid delays in future payments the supplier shall send the proforma invoice(s) to [tanzania.admin@enabel.be](mailto:tanzania.admin@enabel.be) within 3 days from the date of the award.
- 23.6. In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional accept.

## **24. ADVANCE PAYMENTS**

- 24.1. No advance payment will be granted under this public contract.

## 5 TERMS OF REFERENCE

### 1. CONTEXT AND DESCRIPTION OF THE NEED

#### 1. Background:

Enabel is implementing the IncluCities Programme, a three-year initiative in Pemba that aims to improve the living conditions and economic well-being of local communities through inclusive local economic development. The programme focuses on strengthening entrepreneurship, business development, skills development, and access to finance through partnerships with key institutions, including the Zanzibar Empowerment and Economic Association (ZEEA), TRIAS/ZNCC, the Vocational Training Authority (VTA) Pemba, VETA Kipawa, and the CRDB Foundation. Throughout implementation, Enabel works closely with the European Union (EU) and other implementing partners under the SASA Programme to ensure coordinated, complementary, and sustainable interventions.

One of the key implementing partners under the SASA Programme is LVIA, which is implementing the EU-funded Kijani Pemba Project to promote smart and sustainable urban development through improved organic waste management. As part of this initiative, LVIA is establishing Organic Waste Treatment Centres at Vitongoji (Chake Chake Municipality), Kwareni, and Chokaani (Mkoani Municipality). These centres incorporate Black Soldier Fly (BSF) technology to convert organic waste into high-quality animal feed and organic fertilizer, thereby promoting environmental conservation, circular economy practices, sustainable waste management, and green employment opportunities, particularly for women and youth.

Recognizing the complementary objectives of the two programmes, Enabel has partnered with LVIA to support the Organic Waste Treatment Centres through the provision of essential tools, machinery, and equipment required for the effective operation of the BSF and organic waste treatment facilities. This collaboration demonstrates the commitment of both organizations to strengthen synergies, maximize the impact of EU-funded interventions, avoid duplication of efforts under the SASA Programme, and contribute to inclusive and sustainable economic development in Pemba.

#### Objective:

The objective of this procurement is to procure machinery, tools, and equipment necessary for processing organic waste and operating Black Soldier Fly production systems required by organic treatment centres.

### 2. REQUIREMENTS AND SPECIFICATIONS

#### 2.1. Specifications:

Lot 1: See Chapter 7, Clause 2

Lot 2: See Chapter 7, Clause 3

Lot 3: See Chapter 7, Clause 4

#### 2.2. Delivery, installation, testing and quality control, and operating conditions:

**Lots 1 and 2;** Tenderer shall be responsible for the supply and delivery of the items to Enabel Office in Pemba.

**Lot 3;** Tenderer shall be responsible for the complete supply, delivery, installation, testing, commissioning, and handover of the equipment in full working order and operational condition in designated beneficiary premises in Pemba (See Chapter 4, Section F, Clause 17).

#### 2.3. Maintenance requirements, accessories and spare parts and warranty:

**Lot 3,** Tenderer shall provide all accessories and ancillary items specified under Clause 2 of Chapter 7 – Forms and shall ensure the successful installation, testing, and commissioning of the BSF processing equipment. The Supplier shall be responsible as required under the warranty provisions. Warranty coverage shall be governed by Chapter 4, Section H, Clause 23.

## 6 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 7 Forms);
- (b) Technical Offer for Lot 3 only (clause 2 of chapter 7 Forms)
- (c) Tender form - Prices
  - Lot 1: (clause 3 of chapter 7 Forms)
  - Lot 2: (clause 4 of chapter 7 Forms)
  - Lot 3: (clause 5 of chapter 7 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 6 of chapter 7 Forms);
- (e) All documents demanded in clause 14 of chapter 3 Award Procedure (award criteria);
- (f) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (g) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.
- (h) **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.
- (i) **Incorporation certificate:** The bidder shall include in his tender the incorporation certificate from the competent authority.
- (j) **Certification of clearance with regards to the payments of social security contributions:** At the latest before award, the Bidder must provide a certification from the competent authority stating that he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. This is not applicable for Belgian bidders.
- (k) **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.
- (l) **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.
- (m) Financial statements for the last two (2) financial years (2024 and 2025).

**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)<br><i>As indicated on the official document.</i>                                      |                                                                                                                                                                                                                       |
| FIRST NAME(S)<br><i>As indicated on the official document.</i>                                       |                                                                                                                                                                                                                       |
| DATE OF BIRTH<br><i>DD MM YYYY</i>                                                                   |                                                                                                                                                                                                                       |
| PLACE OF BIRTH<br><i>(town, village)</i>                                                             |                                                                                                                                                                                                                       |
| TYPE OF IDENTITY DOCUMENT<br><i>(identity card, passport, driving licence etc.)</i>                  |                                                                                                                                                                                                                       |
| ISSUING COUNTRY                                                                                      |                                                                                                                                                                                                                       |
| IDENTITY DOCUMENT NUMBER                                                                             |                                                                                                                                                                                                                       |
| ADDRESS (permanent)<br><i>Street+ P.O. Box<br/>Postal code<br/>City, Region/Province<br/>Country</i> |                                                                                                                                                                                                                       |
| TELEPHONE NUMBER                                                                                     |                                                                                                                                                                                                                       |
| E-MAIL                                                                                               |                                                                                                                                                                                                                       |
| II. BUSINESS DATA                                                                                    |                                                                                                                                                                                                                       |
| PLEASE SPECIFY YOUR STATUS:                                                                          | <input type="checkbox"/> Duly registered independent<br><br><input type="checkbox"/> Unregistered self-employed (no official formalisation)<br><br><input type="checkbox"/> other (please specify):<br>.....<br>..... |
| REGISTRATION NUMBER (if applicable)                                                                  |                                                                                                                                                                                                                       |
| VAT NUMBER (if applicable)                                                                           |                                                                                                                                                                                                                       |
| PLACE OF REGISTRATION (if applicable)                                                                |                                                                                                                                                                                                                       |
| COUNTRY                                                                                              |                                                                                                                                                                                                                       |
| DATE<br><i>DD MM YYYY</i>                                                                            | 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<br><i>As indicated on the official document.</i>                                                                  |                                                                                                         |
| COMMERCIAL NAME<br><i>(if different from official name)</i>                                                                     |                                                                                                         |
| ABBREVIATION <i>(if applicable)</i>                                                                                             |                                                                                                         |
| LEGAL FORM                                                                                                                      |                                                                                                         |
| TYPE OF ORGANISATION<br><i>(Delete as appropriate)</i>                                                                          | <ul style="list-style-type: none"> <li>- FOR PROFIT</li> <li>- NOT FOR PROFIT</li> <li>- NGO</li> </ul> |
| PRINCIPAL REGISTRATION NUMBER                                                                                                   |                                                                                                         |
| SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>                                                                            |                                                                                                         |
| PLACE OF REGISTRATION<br><i>City</i><br><i>Country</i>                                                                          |                                                                                                         |
| DATE OF REGISTRATION<br><i>DD MM YYYY</i>                                                                                       |                                                                                                         |
| VAT NUMBER                                                                                                                      |                                                                                                         |
| ADDRESS OF REGISTERED OFFICE<br><i>Street+ P.O. Box</i><br><i>Postal code</i><br><i>City, Region/Province</i><br><i>Country</i> |                                                                                                         |
| TELEPHONE NUMBER                                                                                                                |                                                                                                         |
| E-MAIL                                                                                                                          |                                                                                                         |
| DATE<br><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.

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

## 2. TECHNICAL OFFER-LOT 3

The tenderers are requested to submit a technical offer for lot 3 by completing the tables below:

- **Column 2** shows the required specifications (which should not be modified by the tenderer).
- **Column 3** 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 4** allows the tenderer to provide comments on the proposed supply and to reference any relevant documentation.

| Item                  | Required Specification                                                                                                  | Specification Offered | Comments |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|
| Crusher               | Electric-powered machine suitable for <b>wet organic waste</b> used for BSF feed preparation                            |                       |          |
|                       | Minimum <b>2 kW motor</b>                                                                                               |                       |          |
|                       | Minimum capacity <b>100 kg/hour</b>                                                                                     |                       |          |
|                       | Suitable for reducing organic waste to <b>10mm–30 mm</b>                                                                |                       |          |
|                       | Heavy-duty construction; safety guard and emergency stop                                                                |                       |          |
|                       | 220–240 V, 50 Hz; Supplied complete and ready for use.                                                                  |                       |          |
| Harvesting Machine    | Semi-automatic machine specifically designed for <b>separating BSF larvae/pre-pupae from frass or feeding substrate</b> |                       |          |
|                       | Minimum capacity <b>100 kg/hour</b>                                                                                     |                       |          |
|                       | Adjustable separation system; durable and corrosion-resistant construction; easy to clean                               |                       |          |
|                       | Electric powered, 220–240 V, 50 Hz; supplied complete and ready for use.                                                |                       |          |
| Dryer                 | Electric or solar-assisted dryer                                                                                        |                       |          |
|                       | Temperature control 40-80°C                                                                                             |                       |          |
|                       | Minimum Batch Capacity: 30 kg fresh BSF larvae per batch                                                                |                       |          |
| Harvesting Containers | <b>Food-grade HDPE</b> containers                                                                                       |                       |          |
|                       | Minimum <b>50 L capacity</b>                                                                                            |                       |          |
|                       | Durable, washable, reusable and stackable                                                                               |                       |          |
|                       | Suitable for handling BSF larvae/pre-pupae                                                                              |                       |          |
|                       | Reinforced handles/rim.                                                                                                 |                       |          |
| Hatchery Trays        | Durable plastic trays suitable for <b>BSF egg/young-larvae hatchery operations</b>                                      |                       |          |
|                       | <b>600 × 400 mm</b>                                                                                                     |                       |          |
|                       | Depth <b>50–100 mm</b>                                                                                                  |                       |          |
|                       | Stackable, Washable, Reusable and Moisture Resistant.                                                                   |                       |          |
| Plastic Trays         | Durable <b>food-grade plastic</b> trays.                                                                                |                       |          |
|                       | <b>600 × 400 mm</b>                                                                                                     |                       |          |
|                       | Depth <b>100–150 mm</b>                                                                                                 |                       |          |
|                       | Stackable, washable and reusable                                                                                        |                       |          |

|                                      |                                                                                                                                     |  |  |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--|--|
|                                      | Suitable for handling BSF larvae and organic feed/substrate.                                                                        |  |  |
| Wooden Egg Traps and Substrate Trays | Wooden units fitted with wire mesh for BSF egg collection. (one item comprise three components within egg trap, wire mesh and tray) |  |  |
|                                      | Plastic substrate tray Heavy-duty PP/HDPE; 400 × 300 × 100 mm; washable/reusable                                                    |  |  |
|                                      | Wire-mesh separator Galvanized wire mesh, ~3–5 mm opening, framed to 390 × 290 mm                                                   |  |  |
|                                      | Wooden egg trap 6 wooden slats, each 290 × 30 × 10 mm, with 1–3 mm gaps between slats; reusable                                     |  |  |
| Moisture Meter                       | Digital, 5-40% range                                                                                                                |  |  |
| Heavy-Duty Metal Sieves              | Heavy-duty <b>stainless steel or corrosion-resistant metal</b> sieve                                                                |  |  |
|                                      | <b>500–600 mm diameter</b>                                                                                                          |  |  |
|                                      | Suitable for BSF larvae/frass separation                                                                                            |  |  |
|                                      | <b>2–5 mm mesh</b>                                                                                                                  |  |  |
|                                      | Strong frame, washable and suitable for repeated use.                                                                               |  |  |

- The technical offer is required for verification of compliance with the minimum technical specifications.
- It will not be scored and is not part of the award criteria. However, failure to demonstrate compliance will lead to the offer being considered irregular.
- The tenderers are requested to bid for all the items listed above.
- The offer must be clear enough to allow evaluators to easily compare the requested specifications with the offered specifications.
- The supplies must be new, guaranteed to be of origin, and free of any flaws or defects that could affect their appearance or proper functioning. They must conform to the above specifications.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

### 3. TENDER FORM - PRICES - LOT 1

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.

| Item                          | Technical Specification                                                  | Unit | Qty | Unit Price (€) | Total Amount (€) |
|-------------------------------|--------------------------------------------------------------------------|------|-----|----------------|------------------|
| Hard Brooms (Makuti)          | Natural palm-fiber broom with wooden handle, heavy-duty outdoor sweeping | Pcs  | 55  |                |                  |
| Plunger                       | Heavy-duty rubber toilet plunger with ergonomic handle                   | Pcs  | 18  |                |                  |
| Hard Brush                    | Stiff bristle scrubbing brush with plastic handle                        | Pcs  | 27  |                |                  |
| Rubber Squeegee Mop           | Floor squeegee, rubber blade, minimum 45 cm width                        | Pcs  | 27  |                |                  |
| Cotton Mop                    | Industrial absorbent cotton mop with handle                              | Pcs  | 27  |                |                  |
| Toilet Brush                  | Plastic toilet brush with holder                                         | Pcs  | 45  |                |                  |
| Hard Fiber Broom              | Synthetic hard-fiber broom, indoor/outdoor use                           | Pcs  | 65  |                |                  |
| Soft Fiber Broom              | Soft synthetic broom for indoor cleaning                                 | Pcs  | 36  |                |                  |
| Flat Shovel                   | Steel flat-blade shovel with hardwood handle                             | Pcs  | 41  |                |                  |
| Round Shovel                  | Round-point steel shovel with hardwood handle                            | Pcs  | 45  |                |                  |
| Rake                          | Steel garden rake, minimum 14 teeth                                      | Pcs  | 58  |                |                  |
| Hoe                           | Forged steel hoe head with hardwood handle                               | Pcs  | 59  |                |                  |
| Machete                       | Carbon steel blade 18-24 inches with handle                              | Pcs  | 36  |                |                  |
| Slasher                       | Heavy-duty grass slasher with steel blade                                | Pcs  | 46  |                |                  |
| Mop Bucket                    | Plastic bucket with wringer, minimum 15L                                 | Pcs  | 44  |                |                  |
| Basket                        | Heavy-duty plastic carrying basket                                       | Pcs  | 30  |                |                  |
| Bucket                        | Plastic bucket, minimum 20L capacity                                     | Pcs  | 36  |                |                  |
| Wheelbarrow                   | Steel tray, 65L minimum water capacity, pneumatic wheel                  | Pcs  | 30  |                |                  |
| Color-Coded Dustbins (30L)    | HDPE bins, 30L,<br>Black=27<br>Yellow = 9<br>Blue = 9<br>Green = 9       | Pcs  | 54  |                |                  |
| Pruning Scissors              | Stainless steel gardening shears                                         | Pcs  | 41  |                |                  |
| Waste Pan                     | Heavy-duty plastic dustpan                                               | Pcs  | 45  |                |                  |
| Multipurpose Liquid Soap (5L) | Industrial cleaning detergent supplied in 5L container                   | Pcs  | 45  |                |                  |
| Hand Washing Soap (1L)        | Antibacterial hand wash supplied in 1L bottle                            | Pcs  | 45  |                |                  |
| Wheeled Waste Bin 120L        | HDPE mobile waste bin with wheels and lid                                | Pcs  | 12  |                |                  |
| Reusable Collection Sacks     | Heavy-duty woven sacks, minimum 120L                                     | Pcs  | 4   |                |                  |
| Oil Storage Tank              | Steel or HDPE oil tank, minimum 200L with lockable lid                   | Pcs  | 2   |                |                  |

|                                             |                                                               |     |    |  |  |
|---------------------------------------------|---------------------------------------------------------------|-----|----|--|--|
| Warning Signs & Labels                      | Complete safety signage package complying with OSHA standards | Set | 1  |  |  |
| Spill Kits                                  | Oil and chemical spill response kits                          | Pcs | 3  |  |  |
| Bunded Spill Pallet                         | Chemical-resistant spill containment pallet                   | Pcs | 3  |  |  |
| Drum Trolley                                | Steel trolley for 200L drum handling                          | Pcs | 2  |  |  |
| Fire Extinguisher                           | Dry powder extinguisher, Minimum 9kg,                         | Pcs | 3  |  |  |
| First Aid Kit                               | Fully equipped workplace first aid kit                        | Pcs | 1  |  |  |
| Waste Bin 1100L                             | HDPE communal waste bin with lid and wheels                   | Pcs | 10 |  |  |
| Mowing Machine                              | Petrol-powered grass cutting machine, minimum 5HP             | Pcs | 2  |  |  |
| Hoe Heads                                   | Forged steel replacement hoe heads                            | Pcs | 10 |  |  |
| <b>TOTAL AMOUNT IN EUROS, EXCLUDING VAT</b> |                                                               |     |    |  |  |

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

- The Tenderers are requested to quote for all the items listed above.
- Tenderers are required to clearly indicate the amount quoted exclusive of VAT.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted DDP in Euro, exclusive of VAT, and inclusive of any delivery costs.
- By completing and submitting the above form, the Tenderer certifies that the items offered fully comply with the specifications detailed in Column 2 and undertakes to supply and deliver such items accordingly. The Tenderer acknowledges that failure to meet the specified requirements may result in rejection of the supplies, and the Contracting Authority shall have no obligation to accept or make payment for any items that do not conform to the stated specifications.
- No alterations, amendments, or modifications shall be made to this form, other than completing the applicable amounts and prices in the designated fields.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

#### 4. TENDER FORM - PRICES - LOT 2

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

| Item                     | Technical Specification and Size                                                                                                                                                                                                                                                                                                                      | Unit | Qty | Unit Price (€) | Total Amount (€) |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|----------------|------------------|
| Coveralls                | Heavy-duty cotton/polyester, long sleeve, reflective strips, front zip, suitable for waste handling. <b>EN ISO 13688</b> ; reflective material preferably <b>EN ISO 20471</b><br><br><b>Sizes:</b><br>(S (Small) – (19 pcs);<br>M (Medium) – (44 pcs); L (Large) – (45 pcs);<br>XL (Extra Large) – (19 pcs).                                          | Pcs  | 127 |                |                  |
| Overcoat                 | Waterproof, hooded, long enough to cover upper body, suitable for outdoor/waste work. <b>EN ISO 13688</b> ; waterproof performance preferably <b>EN 343</b><br><br><b>Sizes:</b><br>(M (Medium) – (3 pcs); L (Large) – (5 pcs);<br>XL (Extra Large) – (2 pcs).                                                                                        | Pcs  | 10  |                |                  |
| Heavy Duty Rubber Gloves | Chemical-resistant, reusable rubber/PVC, long cuff (minimum ~30 cm), suitable for waste handling. <b>EN ISO 374-1 / EN ISO 374-5</b> where chemical/biological protection is required.<br><br><b>Size:</b><br>(M (Medium) – (84 pairs); L (Large) – (108 pairs); XL (Extra Large) – (48 pairs)                                                        | Pair | 240 |                |                  |
| Reusable Face Mask       | Reusable respirator with replaceable filters, adult size adjustable straps and good facial seal. Prefer <b>EN 140</b> for half-mask respirators; filters according to the intended hazard<br><br><b>Sizes:</b><br>M/L (Medium/Large), Adjustable – (67 pcs).                                                                                          | Pcs  | 67  |                |                  |
| Gumboots                 | Waterproof PVC/rubber safety boots, preferably mid/high calf, slip-resistant sole. <b>EN ISO 20347</b> ; if toe protection is required, use <b>EN ISO 20345</b><br><br><b>Sizes :</b><br>EU 38 – (8pairs); EU 39 – (11 pairs); EU 40 – (18 pairs); EU 41 –(24 pairs); EU 42 – (27 pairs); EU 43 – (27 pairs); EU 44 – (21 pairs); EU 45 – (14 pairs). | Pair | 150 |                |                  |

|                                             |                                                                                                                                                                                                                                                                                                                               |      |     |  |  |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|--|--|
| Raincoat                                    | Waterproof two-piece suit or long raincoat with hood; suitable for outdoor waste collection. <b>EN 343</b><br><br><b>Sizes:</b><br>S (Small) – (22 pcs); M (Medium) – (51 pcs); L (Large) – 35% (50 pcs); XL (Extra Large) – (22 pcs).                                                                                        | Pcs  | 145 |  |  |
| Reflective Vest                             | High-visibility vest with reflective bands, preferably adjustable at waist/shoulders. <b>EN ISO 20471</b><br><br><b>Sizes:</b><br>(Small/Medium) – (22 pcs); L/XL (Large/Extra Large) – (33 pcs)                                                                                                                              | Pcs  | 55  |  |  |
| Earmuffs                                    | Adjustable headband, comfortable for prolonged use, suitable for occupational noise exposure. <b>EN 352-1</b><br><br><b>Sizes:</b><br>Adjustable Adult/Youth Size                                                                                                                                                             | Pcs  | 36  |  |  |
| Safety Boots                                | Steel/composite toe cap, slip-resistant sole, durable upper, suitable for waste/field work. <b>EN ISO 20345</b> , preferably <b>S1P/S3</b><br><br><b>Sizes:</b><br>EU 38 – (2 pairs); EU 39 – (3 pairs); EU 40 – (4 pairs); EU 41 – (6 pairs); EU 42 – (6 pairs);<br>EU 43 – (6 pairs); EU 44 – (5 pairs); EU 45 – (4 pairs). | Pair | 36  |  |  |
| <b>TOTAL AMOUNT IN EUROS, EXCLUDING VAT</b> |                                                                                                                                                                                                                                                                                                                               |      |     |  |  |

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- No alterations, amendments, or modifications shall be made to this form, other than completing the applicable amounts and prices in the designated fields.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative

## 5. TENDER FORM - PRICES - LOT 3

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.

| Item                                       | Qty | Unit | Unit Price (€) | Total Amount (€) |
|--------------------------------------------|-----|------|----------------|------------------|
| Crusher                                    | 2   | Pcs  |                |                  |
| Harvesting Machine                         | 2   | Pcs  |                |                  |
| Dryer                                      | 2   | Pcs  |                |                  |
| Harvesting Containers                      | 32  | Pcs  |                |                  |
| Hatchery Trays                             | 100 | Pcs  |                |                  |
| Plastic Trays                              | 40  | Pcs  |                |                  |
| Wooden Egg Traps and Substrate Trays       | 100 | Pcs  |                |                  |
| Moisture Meter                             | 4   | Pcs  |                |                  |
| Heavy-Duty Metal Sieves                    | 4   | Pcs  |                |                  |
| <b>TOTAL AMOUNT IN EUROS EXCLUDING VAT</b> |     |      |                |                  |

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

- The Tenderers are requested to quote for all the items listed above.
- Tenderers are required to clearly indicate the amount quoted exclusive of VAT.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted DDP in Euro, exclusive of VAT, and inclusive of any delivery costs.
- No alterations, amendments, or modifications shall be made to this form, other than completing the applicable amounts and prices in the designated fields.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative

## 6. 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: |  |                            |  |