



## **Tender Specifications**

Services procurement contract MOZ22002-10013 for  
*Engineering design services to finalise design studies  
for the construction of sustainable waste treatment  
infrastructure projects in the municipality of  
Nampula*

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## General provisions

### Derogations from the General Implementing Rules

Chapter '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

### Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, a public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the 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 the realisation of its objectives.

For this procurement contract, Enabel is represented by the Mozambican Enabel Representation who is mandated to represent the company towards third parties.

### Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, was published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>3</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>4</sup> on Freedom of Association (C. n°87), the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and Discrimination in Respect of Employment (C. n°100

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

Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

<sup>4</sup> <http://www.ilo.org/ilolex/french/convdsp1.htm>.

and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

## **Rules governing the procurement contract**

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>7</sup>;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regard to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data ;

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

## **Definitions**

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

<sup>8</sup> Belgian Official Gazette 27 June 2017.

The contractor/ service provider: The tenderer to whom the procurement contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;

The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications, including the annexes and the documents they refer to;

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

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

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

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

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

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

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

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

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

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

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

## **Processing of personal data by the contracting authority and confidentiality**

### **1.1.1 Processing of personal data by the contracting authority**

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

### **1.1.2 Confidentiality**

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

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

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

## **Deontological obligations**

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

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

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the

beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse, and they must abide by the basic principles and guidelines laid down in this policy.

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

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

1.7.6. The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

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

## **Applicable law and competent courts**

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

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

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

## **2 Object and scope of the procurement contract**

### **Type of procurement contract**

This procurement contract is a services procurement contract.

### **Subject-matter of the procurement contract**

This services procurement contract MOZ22002-10013 consists of *Engineering design services to finalise design studies for the construction of sustainable waste treatment infrastructure projects in the municipality of Nampula.*

### **Duration of the procurement contract**

The contract starts the day of awarding and ends after final acceptance.

### **Quantity**

See part V Term of references.

## 3 Subject-matter and scope of the procurement contract

### Award procedure

Negotiated Procedure with Prior Publication in application of Article 41, par. 2 of the Law of 17 June 2016.

### 3.1 Notification

This procurement contract is published on Belgian official gazette and on the Enabel website ([www.enabel.be](http://www.enabel.be)). The publication of these tender specifications constitutes an invitation to submit an offer to anyone who becomes aware of it.

### 3.2 Information

The awarding of this procurement contract is coordinated by Juliette Campogrande, Junior ECA of Enabel in Mozambique. Throughout this procedure, all contacts between the contracting authority and the (prospective) tenderers regarding this procurement contract will exclusively be made through this service / this person. (Prospective) Tenderers are prohibited from contacting the contracting authority in any other way regarding this contract unless otherwise stipulated in these Tender Specifications.

Until 6 days before the latest date to submit the bid, candidate-tenderers may ask questions about these Tender Specifications and the procurement. Questions will be in writing to [juliette.campogrande@enabel.be](mailto:juliette.campogrande@enabel.be) cc [tendersmoz@enabel.be](mailto:tendersmoz@enabel.be) and they will be answered in the order received. The complete overview of the questions asked will be available at the above address.

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the Tender Specifications published on the Enabel website or sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

#### 3.2.1 Data to be included in the tender

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

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;
5. Power of Attorney;
6. Updated certification of registration
7. The document certifying that the tenderer is in order with the payment of social contributions;
8. The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: List of the main similar services and certificates associated.
10. Form 6.10: Price form
11. Technical offer;

The tenderer is strongly advised to use the tender forms in annex (see point 6 “Forms”). When not using this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

By submitting a tender, the tenderer automatically renounces his own general or specific sales conditions.

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

### **3.2.2 Determination of prices**

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

This procurement contract is a lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract or each of the items of the inventory.

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

#### **Elements included in the price**

The tenderer is to include in his global prices any charges and taxes generally applied to services, (withholding tax included). The value-added tax percentage must be indicated in a separate line in the Form Price – see 6.10.

The following are in particular included in the prices:

The administrative management and secretariat; Travel, transportation and insurance; Documentation pertaining to the services;

Delivery of documents or records associated with the performance;

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

Customs and excise duties for equipment and products used.

Accommodation and any other costs related to the mission.

The consultant's accommodation and all his personal expenses.

**The prices must include the WITHHOLDING Taxes applicable (it is the tenderer responsibility to collect all necessary information relating withholding tax applicable for his situation).**

### **3.2.3 Method and deadline for submitting an offer**

Without prejudice to any variants, each tenderer may only submit one tender per contract.

The offer may be submitted in **English or Portuguese**. It is NOT necessary to submit an offer in both languages.

The tender and all accompanying documents have to be numbered and 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. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The tenderer submits his tender as follows:

- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 23/06/2025 at 12:00**.

It is submitted in a properly sealed envelope bearing the following information:  
Tender **MOZ22002-10013**

It may be submitted:

- a) By courier

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

Enabel in Mozambique  
Av. Kenneth Kaunda, 264  
Maputo, Mozambique

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours, from 08:00 to 17:00 (Mozambican time).

**NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED**

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

Please note that the awarded tenderer will be required to send the hard copies of the complete tender.

### **3.2.4 Change or withdrawal of a tender that has already been submitted**

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

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

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

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

Thus, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent.

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

The withdrawal must be pure and simple.

When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

## 3.3 Selection of tenderers

### 3.3.1 Exclusion grounds

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 “Declaration on honour”.

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 “Forms” to the contracting authority at the latest upon contract awarding, namely the following:

1. Signed and dated **declaration of honour** form;
2. Copies of the most recent documents showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the **payment of social contributions**;
4. The document certifying that the tenderer is in order with the **payment of taxes**.
5. Criminal record of the entity if criminal record for legal body exists in the country where the tenderer is registered

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of 17 June 2016.

### 3.3.2 Selection criteria

Moreover, using the documents requested in the ‘Selection file’, the tenderer must prove that he is sufficiently capable, from an economic, financial, and technical point of view, to successfully perform this public procurement contract.

To be selected, the tenderer must attach the following documents to his offer:

#### 1) References

The tenderer will join to his bid, the description of two (2) similar services performed in the last five (5) years. The tenderer indicates the amount involved and, the relevant dates, and the public or private bodies on behalf of which they were carried out, showing that the tenderer has experience in performing those services (see point 6.9).

#### 2) Economic and Financial Capacity

The tenderer must provide declaration of honor with annual turnover during the last three years> The tenderer must have achieved an average annual turnover of at least 150 000 Euros (or equivalent in national currency) for three consecutive accounting years within the last four years.

#### 2) Proposed team to tender the contract

The tenderer will join to his bid the CVs of the proposed team members. Award criteria

The tenderer will join to his bid a financial proposition (form 6.2) and a technical proposition where he will explain his methodology to perform the services set out in the Terms of references (section 4).

### 3.4 Award criteria

The following awarding will be used, including the detailed criteria below.

- Criterion 1: Technical part (70%)
- Criterion 2: Price (30%) – rule of 3  $\rightarrow (price\ of\ the\ lowest\ regular\ bid / x\ price) \times 30$

The technical proposal (30 points) will be assessed based on the following criteria:

1. Understanding the terms of reference, comments and proposal for improvement of the terms of reference by the tenderer (10 points).
2. Consistency and clarity of the proposed methodology. For this criterion, the tenderer must ensure that all aspects of the assignment are covered by the proposed approach, to ensure the targeted objectives (10 points).
3. Compliance of the proposed work plan with ToR, including gender balanced team. The tenderer must respect deadlines, including also staffing and distribution of the tasks between the members of the team (10 points).

Table 1: Award criteria points

Nº	Detailed award criteria	Maximum points
<b>1</b>	<b><u>Technical part</u></b>	<b><u>70</u></b>
1.1	Technical proposal	30
1.2	Key expert 1: Project manager	10
1.3	Key expert 2: Civil works engineer	10
1.4	Key expert 3: Structural engineer	5
1.5	Key expert 4: Hydraulic engineer	5
1.6	Key expert 5: Architect	5
1.7	Key expert 6: Waste Management	5
<b>2</b>	<b><u>Price</u></b>  With regards to the ‘price’ criterion, the following formula will be used:  $\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} \times$	<b><u>30</u></b>

For the evaluation of the technical team (40 points), the following criteria will be used. To note that positive consideration will be given if key experts also demonstrate good proficiency in Portuguese.

*Table 2: Technical evaluation criteria for main experts*

<b>Role</b>	<b>Criteria Type</b>	<b>Technical Evaluation Criteria</b>
Key expert 1: Project manager	Qualification	Master's degree or PhD degree: <u>+1 point</u>
	General Experience	1 point for each additional relevant year beyond 15 years, up to a maximum of <u>4 points</u>
	Specific Experience	1 point for each additional relevant year of specific experience beyond 10 years, up to a maximum of <u>2 points</u> ; Knowledge of inclusion and gender-responsive planning in infrastructure projects: <u>+1 point</u>
Key expert 2: Civil works engineer	Qualification	Master's or PhD degree: <u>+1 point</u>
	General Experience	1 point for each additional relevant year beyond 10 years, up to a maximum of <u>3 points</u>
	Specific Experience	1 point for each additional relevant year of specific experience beyond 5 years, up to a maximum of <u>3 points</u>
Key expert 3: Structural engineer	Qualification	Master's or PhD degree: <u>+1 point</u>
	General Experience	1 point for each additional relevant year beyond 7 years, up to a maximum of <u>2 points</u>
	Specific Experience	1 point for each additional relevant year of specific experience beyond 5 years, up to a maximum of <u>2 points</u>
Key expert 4: Hydraulic engineer	Qualification	Master's or PhD degree: <u>+1 point</u>
	General Experience	1 point for each additional relevant year beyond 7 years, up to a maximum of <u>2 points</u>
	Specific Experience	1 point for each additional relevant year of specific experience beyond 5 years, up to a maximum of <u>2 points</u>
Key expert 5: Architect	Qualification	1 Master's or PhD degree: <u>+1 point</u>
	General Experience	1 point for each additional relevant year of specific experience beyond 7 years, up to a maximum of <u>2 points</u>

Role	Criteria Type	Technical Evaluation Criteria
	Specific Experience	<u>1 point</u> for each additional relevant year of specific experience beyond 5 years; Knowledge of inclusion and gender-responsive planning in infrastructure projects: <u>+1 point</u>
Key expert 6: Waste Management Expert	Qualification	1 Master's or PhD degree: <u>+1 point</u>
	General Experience	1 point for each additional relevant year of specific experience beyond 7 years; Knowledge in design of MRF: <u>+1 point</u>
	Specific Experience	<u>1 point</u> for each additional relevant year of specific experience beyond 5 years; Knowledge of inclusion and gender-responsive planning in infrastructure projects: <u>+1 point</u>

### 3.5 Possibility of negotiation

Enabel reserves the right to negotiate the content of the offers with the tenderers within the limits authorized by law.

### 3.6 Final score

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

### 3.7 Awarding the procurement contract

#### Concluding the procurement contract

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

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

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

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

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

## 4 Special contractual provisions

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

These Tender Specifications derogate from Article 26 of the GIR.

### **Managing official (Art. 11)**

The managing official will be designate in the contract award notification.

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

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

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

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

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 the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

### **Subcontractors (Art. 12 to 15)**

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

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

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

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

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

## **Confidentiality (art. 18)**

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, to not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

## **Protection of personal data**

### **Processing of personal data by the contracting authority**

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

## **PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR**

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

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

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

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

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

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

### **Intellectual property (Art. 19 to 23)**

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

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

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

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

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

## **Performance bond (Art. 25 to 33)**

Performance bond is requested for the present tender.

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

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

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

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office outside Belgium. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to

submit a tender. This measure is made essential by the specific requirements of the contract.

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

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office. Fill out the form

[https://finances.belgium.be/sites/default/files/O1\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/O1_marche_public.pdf)

return it to the e-mail address: [info.cdcdck@minfin.fed.be](mailto:info.cdcdck@minfin.fed.be). After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash,

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

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

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

This proof must be provided as applicable by submission to the contracting authority of:

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

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

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

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

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

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

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

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

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

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

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

### **Conformity of performance (Art. 34)**

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

### **Changes to the procurement contract (Art. 37 to 38/19)**

#### **Replacement of the contractor (Art. 38/3)**

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

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

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

#### **Adjusting the prices (Art. 38/7)**

For this procurement contract, price reviews are not permitted.

#### **Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)**

The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;

- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

### **Unforeseen circumstances**

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

### **Preliminary technical acceptance (Art. 42)**

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

### **Performance modalities (Art. 146 et seq.)**

#### **Deadlines and terms (Art. 147)**

The assignment must be completed within 8 months after reception of award notification from Enabel.

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

The assignment will require field missions for data collection, consultation with Enabel staff (in Maputo, Nampula), stakeholder engagement. The costs related to this travel shall be included in the financial proposal. Apart from these activities, the assignment can be conducted from Maputo or any other location (homebased).

### **Inspection of the services (Art. 150)**

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

### **Liability of the service provider (Art. 152-153)**

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

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

## **Zero tolerance Sexual exploitation and abuse**

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

## **Means of action of the contracting authority (Art. 44-51 and 154-155)**

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

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

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

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

## **Failure of performance (Art. 44)**

§1 The contractor is considered to be in failure of performance under the procurement contract:

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

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

## **Fines for delay (Art. 46 and 154)**

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

## **Measures as of right (Art. 47 and 155)**

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects found.

§2 The measures as of right are:

1° Unilateral termination of the procurement contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regie of all or part of the non-performed procurement contract;

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

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement procurement contract will be borne by the new contractor.

## **End of the procurement contract**

### **Acceptance of the services performed (Art. 64-65 and 156)**

The managing official will closely follow up the services during performance.

According to the situation, provisional acceptance is provided upon the completion of service delivery of the procurement contract and, on expiry of a warranty period, final acceptance is provided marking full completion of the procurement contract. Provisional acceptance will be established every 2 months.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt

of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) referenced with MOZ22002-10019 to the following address:

Enabel Representation

Av. Kenneth Kaunda, 264

Maputo, Mozambique

The invoice will mention:

- “Enabel, the Belgian development Agency, in Mozambique
- the name of the contract: Calculating fNRB (Fraction of Non-Renewable Biomass) for Mozambique the reference of the tender documents: “MOZ22002-10013”
- the name of the managing official: Simao Dias

Only services that have been performed correctly may be invoiced.

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

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

If necessary, state which documents. Where no other document is required, this sentence may be deleted.

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

The invoice must be in EUROS.

### The following Schedule of payments

1. 25% with the submission and approval of the deliverables of phase 1;
2. 30% with the submission and approval of the deliverables of phase 2A;
3. 35% with the submission and approval of the deliverables of phase 2B;
4. 10% with the submission and approval of the deliverables of phase 3.

## **Litigation (Art. 73)**

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

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company  
Legal unit of the Logistics and Acquisitions service (L&A)  
To the attention of Mrs Inge Janssens  
rue Haute 147  
1000 Brussels Belgium

## 5 Terms of Reference

### General Context

In August 2020, Mozambique launched a **presidential initiative (ValoRe)** to construct sustainable waste treatment infrastructure in all provincial capitals and major cities of the country. In this context, the Ministry of Agriculture, Environment and Fisheries (MAAP), in partnership with the Belgian Agency for International Cooperation (Enabel), jointly submitted a proposal to the Mitigation Actions Facility (MAF), (an international climate fund) to fund the construction and implementation of sustainable waste treatment infrastructure in target municipalities. Based on an assessment of their relative readiness, waste infrastructure projects in the municipalities of Nacala and Nampula were prioritized for implementation.

Waste infrastructure projects will be tailored to the specific context of the municipalities and typically consist of a **Sanitary Landfill (SL)** with methane capture and treatment, complemented by a **Material Recovery Facility (MRF)** where recyclable materials are further segregated and pre-processed for onward transfer to recycling destinations in Mozambique and abroad; and a **Composting Facility (CF)** where source-separated organic waste is turned into compost. The waste infrastructure projects will be implemented using Public Private Partnership (PPP) models whereby basic infrastructure will be financed by the public sector and the private partner will be responsible for procuring operating equipment and for operating the facilities. The Material Recovery Facility and the sanitary landfill/composting facility will be operated by separate private operators.

The preparation, construction and operation of the waste treatment infrastructure will be implemented according to the following steps:

- Step 1: Completion of the engineering design and drawings of the basic infrastructure and ancillary facilities.
- Step 2: Tender process for selection and contracting of construction company.
- Step 3: Construction phase.
- Step 4: Tender process for selection and contracting of private operator.
- Step 5: Procurement and installation of operating equipment by private operators.
- Step 6: Operations phase.

Enabel is now looking for a qualified engineering firm (the “Contractor”) for carrying out activities and services (the “Services”) under Step 1 above. The principal deliverable expected from the Contractor are the Final Design (“Projecto Executivo”) and accompanying tender documents to initiate Step 2. In the past, several engineering studies have been prepared for waste infrastructure projects in Nampula. It is the objective of this assignment to build further on those existing studies as further detailed in the Terms of Reference below.

## 5.2 Background information about Nampula

### 5.2.1 Brief overview of the waste sector

Nampula City is the provincial capital of Nampula and is in Northern Mozambique. The city is located about 2,039 kilometres from the capital Maputo and 194 kilometres from the Port City of Nacala. According to the last Census (2017), the city had 663,212 inhabitants.

According to Nampula's Integrated Waste Management Plan – which is now being updated – the daily municipal waste production stood at 261 tons in 2017 with a forecast of 315 tons per day in 2022. Less than 40% of the waste is being collected. The majority of the waste produced consists of so-called fine fraction (i.e. sand, earth, dust and ashes - inert waste), followed by organic waste (see Table 1).

*Table 3: Waste characterization in Nampula*

Type of waste	% weight
Organic waste	24.6%
Paper and cardboard	8.3%
Plastics	6.2%
Glass	1.3%
Metal	0.7%
Textiles (clothes)	1.2%
Hazardous waste (incl. WEEE/Hospital. /batteries)	0.4%
Fines and stones	37.1%
Others	20.3%
Total	100.0%

The final disposal is currently done at two dumpsites, Namicopo and Crespim that operate without control (PGIRSU, 2018). The absence of adequate waste disposal control systems has resulted in the appearance of small uncontrolled and unauthorized illegal dumpsites throughout the municipal territory.

### 5.2.2 Proposed waste infrastructure

The proposed waste treatment infrastructure to be constructed in Nampula includes the following three components:

- Sanitary Landfill (SL).
- Composting Facility (CF); and
- Material Recovery Facility (MRF).

### 5.2.3 Location and available area

The proposed waste treatment infrastructure in Nampula will include a SL and a CF. A MRF is also planned as an essential component of this tender. However, its construction requires a separate technical evaluation to determine the most suitable location. Two scenarios are currently under consideration:

- Scenario 1: Constructing the MRF at a new and independent location;
- Scenario 2: The three components of the waste treatment infrastructure constructed in the same location.

Each scenario presents unique advantages and challenges that warrant careful assessment. The evaluation will consider factors such as logistical efficiency, environmental and social impacts, cost implications, operational synergies, and scalability. A thorough and comprehensive analysis will ensure that the selected scenario aligns with the objectives of sustainable waste management, delivering optimal benefits for the project and the community.

#### **5.2.3.1 Location 1**

The municipality of Nampula has identified a site for the construction of the proposed waste treatment infrastructure (SL and CF) in an area of approximately 25 hectares in the Rapale district, 14.5 km from the centre of Nampula city. Site demarcation has been completed, and the land title (DUAT) is available. This is also the preferred location.

The coordinates of the site are:

*Table 4: Coordinates of location 1*

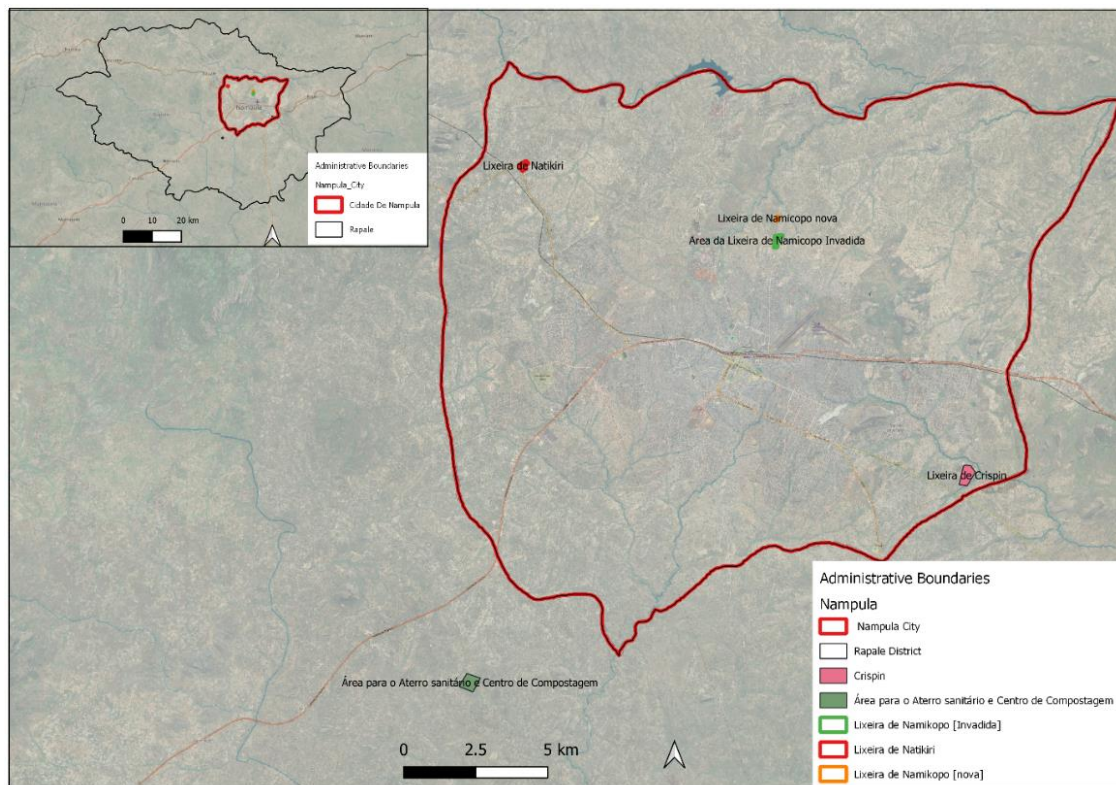
Vertice	Latitude	Longitude
#1	15°12'50.53"S	39°10'28.14"E
#2	15°12'53.01"S	39°10'46.20"E
#3	15°13'6.70"S	39°10'22.07"E
#4	15°13'8.17"S	39°10'38.51"E

#### **5.2.3.2 Location 2**

In collaboration with the Municipality of Nampula, preliminary investigations were conducted to identify suitable sites for constructing the MRF. Four potential areas were initially identified: Crispin, Natikiri, Namicopo [New], and Namicopo [Invaded].

Following this, a delimitation process was undertaken to allocate 1-hectare plots in each location to assess their technical feasibility and ensure sufficient space for construction without requiring any physical or economic resettlement. After the initial screening, three priority areas were selected: Crispin, Natikiri, and Namicopo [New]. To note that the site demarcation has not been done, and none of these areas currently have land titles (DUAT).

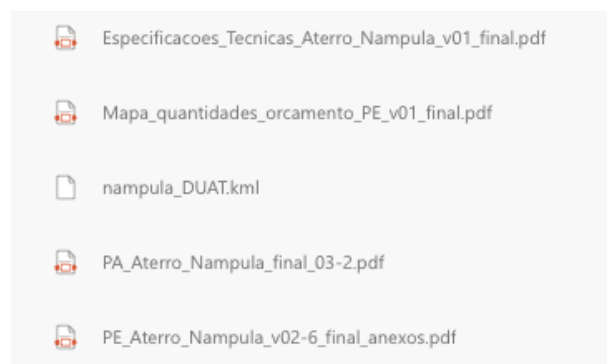
Figure 1: Location 1 and different alternatives for location 2















#### 5.2.4 Existing engineering studies

A detailed engineering study (*Projecto Executivo*) including design report, engineering drawings, bill of quantities and technical specifications for a landfill and composting facility were prepared by *Ethaia Consultoria* in 2022, that aimed at “the definition of the landfill for a first phase (proposed for 2 hectares), with a focus on the development of the Controlled Landfill infrastructure”. No MRF was included - which needs to be considered in the scope of this assignment.

The available written documents are presented below:



The drawing documents are listed below (available in pdf and dwg).

-  01\_Localizacao\_DES01.pdf
-  02\_Levantamento\_topografico\_REV1-DES02.pdf
-  03\_Implantacao\_geral\_REV1-DES03.pdf
-  04\_modelacao\_REV1-DES04.pdf
-  05\_Perfis\_longitudinais-DES05.pdf
-  06\_Perfis\_transversais\_REV1-DES06\_1.pdf
-  06\_Perfis\_transversais\_REV1-DES06\_2.pdf
-  07\_via\_de\_acesso\_REV1-DES07\_1.pdf
-  07\_via\_de\_acesso\_REV1-DES07\_2.pdf
-  08\_sistema\_impermabilizacao\_REV1-DES08.pdf
-  09\_Pluviais\_REV1-DES09\_1.pdf
-  09\_Pluviais\_REV1-DES09\_2.pdf
-  10\_Lixiviados\_REV1-DES10\_1.pdf
-  10\_Lixiviados\_REV1-DES10\_2.pdf
-  11\_Biogas\_REV1-DES09.pdf
-  12\_Plano\_encerramento\_REV1-DES12\_1.pdf



### 5.2.5 Preliminary review of existing design documents

In August 2022, Enabel commissioned an independent engineering bureau to conduct a preliminary review of the engineering studies prepared by Ethaia Consultoria. This review concluded that the global layout must be reviewed to optimize the total landfill capacity (in the available 25ha), also that the precise location of the site needs to be clearly defined. Existing information and documentation are suitable for use; however, it highlighted several potential issues that the Contractor must address during the execution of its services. Nonetheless, the Contractor will bear final responsibility for evaluating and integrating the existing studies, including the observations and recommendations from the independent review.

Given that the construction timeline for the MRF is expected to be shorter than that of the SL and CF, the design of the MRF under Scenario 2 must ensure the inclusion of all necessary ancillary infrastructure. This will allow the MRF to commence operations independently and ahead of the SL/CF completion. By doing so, the integrated waste management system will achieve seamless functionality and avoid operational delays.

In preparing the Final Designs for both the SL/CF and the MRF, the following general guidance shall be adhered to:

#### **Processing Equipment Responsibility:**

- The selection and design of waste processing and treatment equipment will be the responsibility of the private operators of the facilities. These aspects are not within the scope of the Contractor's work.

### **Phased Development Approach:**

- Although the project's time horizon spans 20 years, the design must incorporate a phased development strategy, as mandated in the national regulation. The initial phase should accommodate the first five (5) years of operations while reserving adequate space for future expansions. The layout must clearly reflect this phased approach.

### **Low Carbon and Climate Resilience:**

- The designs should prioritize low-carbon and climate-resilient principles. This includes leveraging natural local conditions and utilizing environmentally friendly, climate-resilient materials and design techniques to enhance sustainability and adaptability to changing climatic conditions.

## **5.3 Objectives**

The objective of this consultancy assignment is to finalize cost-effective, sustainable, and climate resilient Final Engineering Designs (*Projecto Executivo*) with tender documents services for the construction of the proposed infrastructure projects in the municipality of Nampula.

As indicated, and even if the location still needs to be confirmed, a preferred scenario will be that the SL, CF and the MRF will all be constructed in the same area. As the original design does not include the MRF, this option would need to be properly assessed. In addition, the MRF will be managed by a different operator than one responsible for the SL/CF. These elements shall be taken into consideration by the Service Provider for the preparation of the Final Designs.

## **5.4 Requested services**

### **5.4.1 Phase 1 - Preparatory phase**

As part of Phase 1, the Contractor will perform the following services and activities:

#### **Activity 1.1 Situational analysis and assessment of existing documents**

The Contractor will start the assignment with a detailed situational analysis and review and assessment of the existing documents with the aim to get a complete understanding of the status of the project and to identify regulatory requirements and recommendations and findings from previous studies that should be taken into consideration when finalizing the engineering designs. In particular, the following activities will be carried out:

- a) Review the existing engineering design studies and the general layout of the proposed site, including but not limited to:
  - o *Projecto Executivo do Aterro Controlado de Nampula, Memória Descritiva e Justificativa, Ethaia Consultoria Lda, 2022*
- b) Review the legal and regulatory context for the construction and operation of waste treatment infrastructure in Mozambique to ensure the conformity of the infrastructure with local and national rules in Mozambique. In case of variation/modification of the applicable rules since the completion of the existing studies the Contractor will integrate the modifications in the Final Design. This legal context will include also the references to national and/or international norms. In

case of absence of national norms, European norms will be applied. At a minimum, the review will consider the following documents:

- Technical Directive for the Implementation and Operation of Sanitary Landfills in Mozambique, 2010;
  - Directive for the Construction, Operation and Closure of Controlled Landfills (Ministerial Diploma 31/2018);
  - Decree 94/2014 - Regulation on Urban Solid Waste Management;
  - Decree 79/2017 - Regulation on Extended Responsibility of Producers and Importers of Packaging Material (EPR Regulation);
  - Ministerial Diploma 26/2025 – Defines the formula and calculation of the Environmental Tax on Packaging;
  - Decree 15/2004 - Regulation of Water Distribution and Wastewater Drainage Building Systems
  - Decree 30/2003 - Regulation of Public Water Distribution and Wastewater Drainage Systems
  - Decree 18/2004 - Regulation on Environmental Quality Standards and Effluent Emissions
  - Decree 52/2023 - Regulation on Quality Standards for Raw Water and the Discharge of Liquid and Solid Effluents;
  - Decree 23/2024 - Regulation on Fire Protection in Buildings and Facilities
  - NM 96 2009 - Guidelines for use of rainwater for non-potable purposes
  - Ministerial Diploma 60/2022, which establishes the procedures to be observed in the planning and budgeting process, in order to ensure that Public Investment Projects formulated by state bodies and institutions, public companies and decentralized entities guarantee resilience to climate change and environmental shocks.
  - Law 10/2024, which approves the promotion and protection and respect for the fundamental rights and freedoms of people with disabilities, with permanent physical, mental and sensory impairments in Mozambique.
- c) Review available environmental impact assessment documents and summarize relevant recommendations that need to be taken into consideration in the Final Design of the proposed waste infrastructure project (only available for location 1). Particular attention will be given to potential impacts of climate change and recommendations for improving the climate resiliency of the proposed waste infrastructure. In case potential climate change impacts are not discussed in the environmental impact assessment documents, the Contractor shall identify and analyse relevant climate change risks that may impact the proposed infrastructure in the medium and long term and propose measures to mitigate those impacts.
- d) Review of municipal regulations and planning documents in relation to municipal waste management, disposal and treatment including but not limited to:

- *Código de posturas municipais e proposta de taxas (geral) aprovado Julho 2011*
- *Código de posturas do Município da Cidade de Nampula – 2020*
- *Plano de Gestão Integrada de Resíduos Sólidos Urbanos do Município de Nampula (2018-2022), Aprovado pela Assembleia Municipal em Julho de 2019.*  
Note: the updated version is being developed, and it's expected to be shared once closed.

In addition to the above elements, the Contractor may collect and review other information that the Contractor deems relevant for the proper delivery of the Services.

The findings and recommendations from the situational analysis and document review will be summarized in a brief situational analysis report which will be discussed with Enabel, MAAP and the Municipality of Nampula during a meeting in Nampula.

### **Activity 1.2 Confirmation of the site location of the MRF**

To ensure not only the identification of a suitable site for the MRF but also a thorough understanding of its long-term implications, the Contractor shall be responsible for conducting a comprehensive yet concise site assessment. The report should be objective and focused, avoiding unnecessary detail while providing sufficient evidence to support the conclusions. This assessment shall cover the following specific tasks:

- a) Initial consultation and site visit – Hold meetings with Enabel, MAAP, and the Municipality of Nampula (in Maputo and/or Nampula) and conduct a site visit to define key project requirements and review the availability and quality of existing data;
- b) Preliminary scoping – Discuss the overall scope of work with Enabel, MAAP, and Municipality of Nampula, providing initial guidance on project objectives, technical constraints, and potential implementation challenges;
- c) Evaluation of potential sites – Assess at least two candidate locations based on technical, environmental, social, and economic criteria;
- d) Site suitability analysis – Identify the most appropriate location for the MRF, considering current and future operational needs;
- e) Stakeholder engagement – Consult with relevant stakeholders, including local authorities, community representatives, and waste management professionals, to ensure local buy-in and alignment;
- f) Cost assessment – Estimate both capital costs (e.g., land acquisition, construction) and recurring operational expenses (e.g., transport, utilities);
- g) Recommendation report – Deliver a clear, evidence-based recommendation of the optimal site, supported by comparative analysis and justification. As location 1 is currently indicated as the preferred option, the report shall also outline and detail appropriate mitigation measures in case a less optimal site is ultimately selected;
- h) Timeline projection – Provide estimated implementation timelines for each scenario, considering local logistical, administrative, and environmental conditions.

### **Activity 1.3 Evaluation of external infrastructures**

The Consultant shall carry out a preliminary assessment of the existing unpaved access road and energy supply to the proposed project site, with the primary objective of informing a cost estimate for necessary improvements. The assessment should remain focused and practical, providing essential information for planning and budgeting purposes. It shall include:

#### Access Road

- General Condition Overview – Describe the current condition of the existing earth road, identifying major defects or limitations (e.g., erosion, drainage, slope) that may hinder access, particularly during the rainy season;
- Basic Compliance Check – Identify any clear deviations from relevant standards or functional requirements, including accessibility for heavy vehicles;
- Indicative Improvement Measures – Propose practical and cost-effective measures (e.g., grading, gravel reinforcement, culverts) to improve all-weather access and ensure the road can support repeated use by both construction equipment and operational trucks (e.g., waste transport, collection vehicles);
- Preliminary Cost Estimate – Provide a rough estimate of the investment required to implement the proposed access improvements.

#### Energy Supply

- Availability Check – Confirm if and how energy can be supplied to the site (e.g., proximity to grid, off-grid potential);
- Capacity Screening – Provide a basic estimate of whether available infrastructure can meet the expected energy demand;
- Indicative Supply Options – Outline potential supply scenarios (e.g., grid extension, solar hybrid systems, generator backup) based on the local context;
- Preliminary Cost Estimate – Provide an estimate of investment for connection for each feasible supply option.

### **Activity 1.4 Engineering surveys**

The consultant is expected to conduct technical surveys to evaluate the ground modification of the possible site which includes:

- Consultation with key informants at provincial and district levels;
- Topographical surveys;
- Geotechnical investigations.

The topographical surveys and geotechnical investigations will be contracted directly by Enabel; however, the Contractor shall remain responsible for defining the technical specifications, identifying test locations and types, and overseeing the execution of the surveys. The Contractor is also expected to provide support during the implementation of the tests.

### **Activity 1.5 Finalization and confirmation of the General Layout and use/location of ancillary infrastructures and facilities**

In the original design prepared by Ethaia Consultoria, an area had been allocated for the SL and CF. The Contractor shall reassess this configuration and, in close consultation with Enabel, MAAP, and the Municipality of Nampula, prepare an updated General Layout.

Building on the results of Activity 1.2 related to the MRF location, the Contractor shall review and update the internal configuration of the designated site, taking into account updated waste projections, operational needs, and infrastructure requirements.

The Contractor shall assess the optimal location and configuration of infrastructure and facilities, ensuring efficient shared use of resources (e.g. electricity, water, weighbridge), while taking into account that the MRF will be operated by a separate private entity with distinct management and operational needs.

The following ancillary infrastructure and facilities shall, at a minimum, be reviewed and optimally arranged:

- Weighbridge and monitoring system
- Water source
- Electricity connection
- Fence and green curtain
- Entrance gate and control building
- Internal roads, including runoff drainage
- Water distribution network
- Electrical distribution network
- Stormwater drainage
- External lighting (security)
- Wastewater drainage and treatment
- Administrative building (offices, kitchen area and sanitary building/changing rooms)
- Water storage
- Firefighting system
- Garage and equipment protection

The results from this activity will be presented in a General Layout and a written concept on how to align and optimize the use of ancillary infrastructure and facilities.

The final version of the General Layout and concept for shared and ancillary infrastructure and facilities will require approval from Enabel, MAAP and the Nampula Municipality.

## **5.4.2 Phase 2.A - Final Engineering Design and Tender Documents Sanitary Landfill and Composting Facility**

### **Activity 2.A.1 Control/updating of dimensioning**

Based on actual/updated information/documentation, the Contractor will check and confirm all dimensioning, including but not limited to:

- Waste volumes by cell, including closure;
- Total available waste volume for the whole site when all the cells will be constructed;
- Monthly hydraulic balances, including leachate generation estimates, and adapted volume of evaporation pond including reserve for composting activities;
- Optimization of waste slopes;
- Optimization of dams between cells;
- Biogas generation;

- Drafting and/or reviewing of details regarding drainage, geomembrane pipe crossing, etc.

#### **Activity 2.A.2 Review, update, and preparation of additional drawings**

The Contractor shall review and update the existing design drawings, incorporating the most recent data and considering any constraints identified in the Environmental Impact Assessment (EIA) and other applicable norms and regulations. Where necessary, the Contractor shall also prepare new drawings to reflect design adjustments, infrastructure upgrades, or components not previously included in the initial design.

#### **Activity 2.A.3 Update of technical descriptions**

After the design, the Contractor will verify and update the technical specifications of the material to be used for building the infrastructure. The material described will have to correspond to the use and descriptions given on drawings.

#### **Activity 2.A.4 Final Design (Projecto Ejecutivo)**

The Final Design will constitute the main document and will contain:

- General and detailed drawings;
- Description of project, wastes volume (by cell and for all cells) and capacity on the site;
- All design calculations for hydraulic balances, storages, drainages, electricity power needed;
- Technical description of works (material, sizing, etc.);
- Budget cost estimation for the project.

The Final Design will be submitted for approval to Enabel, MAAP and the municipality of Nampula before drafting the tender documents. This approval will constitute a mandatory milestone (stop point) in the planning.

### **5.4.3 Phase 2.B - Preparation of the Final Engineering Design and Tender Documents Materials Recovery Facility**

Following the approval of the report from Activity 1.2 of Phase 1, this phase will proceed with the development of the MRF.

#### **Activity 2.B.1 Preparation of Preliminary Study**

The preparation of the Preliminary Study will include the following activities:

- Deliver a preliminary study covering key data parameters (e.g. temperature, rainfall, humidity, salinity/rusting, etc.) and gaps, legal, technical and environmental considerations and requirements, two MRF alternative layout solutions, including budget and general layout, risks and recommendations.
- Present and discuss with Enabel, MAAP and local authorities the advantages/disadvantages of each proposal in order to decide the alternative to follow.
- Review and finalize preliminary study incorporating the comments received from Enabel, MAAP and local authorities.

The Preliminary Study shall address, at a minimum, the following components, and must incorporate relevant elements related to the SL and CC, if scenario 2 is confirmed. The Contractor is encouraged to propose additional components where relevant, drawing on experience from similar MRF projects in Mozambique and internationally.

<b>Item</b>	<b>Description</b>
Warehouse	Recyclable materials will be processed and stored in a covered area to avoid runoff. Material processing should take place in fully covered areas. Material storage can take place in half-open areas with only a roof. The design of the storage areas should specifically take into consideration fire risk.
Weighbridge and monitoring system	The weighbridge is a central aspect of the MRF operation and should allow for proper control and monitoring of incoming and outgoing material.
Water source	The existing design study for the sanitary landfill includes the execution of a borehole as well as a reservoir. Where possible, use of rainwater harvesting solutions should be considered in accordance with NM 96 2009 which establishes the guidelines for the use of rainwater for non-potable purposes.
Electricity	The Contractor shall provide design for onsite electrical equipment including transformer, distribution board, power points and wiring. The Contractor shall also include solutions for backup power and present options for the possible use of solar power (with and without batteries).
Fence, gate and control building	The area of the MRF will be fenced (including a green curtain) with a gate and control building.
Internal roads	Internal road network, including runoff drainage will be designed taking into consideration vehicle circulation needs.
Water storage and distribution network	Internal water storage and distribution network will be designed taking into consideration the needs of a typical MRF.
Stormwater drainage	<p>Stormwater drainage system will be designed taking into consideration local climatic condition and impacts of future climate change. The stormwater drainage system will be aligned with the stormwater drainage system of the SL/CF (in case of scenario 2).</p> <p>As much as possible the design should consider in situ solutions of permeability as included in the Decree 30/2003 that approves the Regulation of Public Water Distribution and Wastewater Drainage Systems. As referred above (NM 96 2009), rainwater harvesting solutions should also be presented.</p>
Waste water drainage and treatment	The wastewater drainage and treatment system will need to comply with national regulation, namely Decree nº 18/2004 of 2 June, which approves the Regulation on Environmental Quality Standards and Effluent Emissions. A forecast of effluent characteristics will need to be presented to identify adequate treatment solutions considering potential washing line.

Administrative buildings	The administrative area should entail all administrative and operational needs of the MRF, including the workforce to be allocated. The following elements shall be included:  -Offices  -Kitchen area  -Sanitary building and changing rooms
Vehicle parking and maintenance area	Vehicle parking space and vehicle maintenance area (including washing bay) for waste collection vehicle shall be included in the design.
Firefighting system	As mandated by the Regulation of Water Distribution and Wastewater Drainage Building Systems all building must include firefighting systems. Based on the storage capacity of the different recycling material to be confirmed from the mass balance, the Contractor will need to present a proper firefighting solution compatible with international standards to be approved by Enabel, MAAP and the local authorities.

### **Activity 2.B.2 Preparation of Preliminary Design**

Based on the solution approved by Enabel, MAAP and the Municipality of Nampula in the previous activity 2.B.1, the Contractor will develop the facility in all engineering fields, which will entail:

- Descriptive and explanatory document with design considerations, including definition of general safety and design verification criteria and main characteristics of the fundamental elements of the MRF;
- Drawings including general layout, plant and sections, access routes and roads, main infrastructures and elements from the different engineering specialities, and main details necessary to the correct understanding of the proposed waste infrastructure project;
- Preliminary bill of quantities;
- Preliminary budget;
- Present Preliminary Design to Enabel, MTA and Municipality of Nampula;
- Review and finalize Preliminary Design based on comments from Enabel, MAAP and Municipality of Nampula.

### **Activity 2.B.3 Preparation of Final Detailed Design (Projecto Ejecutivo)**

The Final Detailed Design outlines precise technical specifications, construction documentation, and operational frameworks essential for MRF implementation. It ensures the infrastructure meets environmental, social, and economic criteria, providing a comprehensive blueprint for construction. The Final Detailed Design will:

- Provide a definitive roadmap for constructing the MRF, ensuring technical soundness and operational efficiency.

- Address all environmental, social, and economic considerations, ensuring the project aligns with sustainable development goals.
- Equip stakeholders with the necessary tools and documentation for effective procurement, tendering, and execution of the project.

#### **Engineering Documentation:**

- Technical Details: Comprehensive design considerations, including material specifications, construction elements, and integrated systems (e.g., utilities and drainage).
- Drawings: General layouts, sections, infrastructure details, and plant diagrams.

#### **Operational Design:**

- Optimized material flow layout (intake, sorting, processing).
- Design for hydraulic, storage, and power systems.

#### **Financial Components**

- Bill of quantities
- Budget estimation

#### **Environmental and Social Compliance**

- Waste volume projections and capacity analysis
- Adherence to safety, accessibility, and sustainability standards.

The Final Design will be submitted for approval to Enabel, MAAP and the municipality of Nampula. This approval will constitute a mandatory milestone (stop point) in the planning.

### **5.4.4 Phase 3 - Drafting of tender documents**

The tender documents will be based on Final Designs that will have been approved under Phase 2A e 2B. Separate tender documents will be prepared for the SL/CF and the MRF. The tender documents drafting phase will include the following services:

- Finalize drawings for tendering;
- Prepare technical specifications (general and particulars);
- Price descriptions;
- Bill of quantities;
- List of Minimum Equipment Required for this Work;
- List of Supervisory Staff to be Employed on the Contract.
- Assistance to Enabel for formulation of specific administrative conditions, including but not limited to:
  - Delay of works execution and eventual phasing delays;
  - Class and agreement of contractors;
  - Requested qualifications and experiences of contractors;
  - Technical criteria to apply for tender comparison.

Approval of full tender documents by Enabel will be needed before conclusion of the assignment.

## 5.5 Location and Duration of Services

The assignment will require field missions for data collection, consultation with Enabel staff (in Maputo, Nampula), stakeholder engagement. The costs related to this travel shall be included in the financial proposal. Apart from these activities, the assignment can be conducted from Maputo or any other location (homebased).

The assignment is expected to be completed within 8 months after reception of award notification from Enabel.

## 5.6 Deliverables and reports

The required outputs are summarized in the tentative table below and detailed afterwards

*Table 5: Deliverables*

<b><u>Ref</u></b>	<b><u>Output Documents</u></b>	<b><u>Deadlines</u></b>
DPO	Inception report (updating of the contractual planning presented in the offer and eventually reviewed during a negotiation phase)	Within two weeks after award notice
DP1	DP1.1: Situational analysis report	Within 1 months after award notice
	DP1.4.1: Specifications for topographical survey	
	DP1.4.2: Specifications for geotechnical survey	
	DP1.2: Report on site location for MRF DP1.3: Report on external infrastructures DP1.5: General Layout and concept for ancillary infrastructure and facilities	Within 2 months after award notice
DP2A	DP2A.1: Final Detailed Design (draft version)	Within 6 months after award notice
	DP2A.2: Final Detailed Design (final version)	Within 8 months after award notice
DP2B	DP2B.1: Preliminary Study (Estudo Previo)	Within 4 months after award notice
	DP2B.2: Preliminary Design (Anteprojecto)	Within 6 months after award notice
	DP2B.3: Final Detailed Design (final version)	Within 8 months after award notice
DP3	DP3.1: Bill of quantities DP3.2: Book of drawings DP3.3: List of Minimum Equipment Required for this Work.	Within 8 months after award notice

<b><u>Ref</u></b>	<b><u>Output Documents</u></b>	<b><u>Deadlines</u></b>
	DP3.4: List of Supervisory Staff to be Employed on the Contract.  DP3.5: Time schedule for the execution of works.	

The documents to be delivered will consist of written and technical drawings and all the informative elements considered necessary for the understanding of the work carried out.

## 5.7 Requested profiles and experience

The Contractor shall consider highly qualified candidates with the expertise and experience necessary to excel in this role. Ideal profiles should demonstrate a strong background in Civil Engineering, with specific expertise in Sanitary Landfills, including Composting. Candidates must have a proven track record in design, showcasing their ability to excel in this assignment and their commitment to delivering high-quality outcomes. Furthermore, the Contractor is expected to ensure gender balance within the team, fostering inclusivity and diversity. Below, we outline the key requirements and desired attributes for these positions.

*Table 6: Key Personnel Minimum Qualification Requirements*

<b>#</b>	<b>Position</b>	<b>Description</b>
K-1	Project manager	<u>Qualification:</u> Civil works engineer  <u>General experience:</u> at least 15 years of experience in civil works construction project management  <u>Specific experience:</u> at least 10 years of experience in environmental infrastructures such as waste landfills, sealed ponds construction project management
K-2	Civil works engineer	<u>Qualification:</u> Civil works engineer  <u>General experience:</u> at least 10 years of experience in civil works construction, customized with geotechnical technics, piping, degassing, etc. for waste landfills class 2 or similar infrastructures  <u>Specific experience:</u> at least 5 years of experience in environmental infrastructures as waste landfills and sealed ponds construction
K-3	Structural engineer	<u>Qualification:</u> Civil works engineer  <u>General experience:</u> at least 7 years of experience in structure calculation for civil works construction  <u>Specific experience:</u> at least 5 years of experience in structure calculation for industrial halls and civil engineering works (reinforced concrete, metal structures)

K-4	Hydraulic engineer	<p><u>Qualification:</u> Hydraulic Engineer</p> <p><u>General experience:</u> at least 7 years of experience in hydraulic and hydrological calculations.</p> <p><u>Specific experience:</u> at least 5 years of experience in drainage systems, water balance and storm basin/storages calculations</p>
K-5	Architect	<p><u>Qualification:</u> Architect</p> <p><u>General experience:</u> at least 7 years of experience in architecture and building permit request</p> <p><u>Specific experience:</u> at least 5 years of experience in architecture for industrial hall and facilities</p>
K-6	Waste Management Expert	<p><u>Qualification:</u> Environmental Engineering / Environmental Science</p> <p><u>General experience:</u> At least 7 years of experience in waste management, infrastructure planning and development</p> <p><u>Specific experience:</u> at least 5 years of experience in site assessments for waste treatment or recycling facilities, design of waste management and treatment infrastructures (e.g. landfill, composting centre, MRF, etc.)</p>

### 5.7.1 Additional staff

In addition to the K expert 1 to 6 above, the tenderer may propose any other staff it intends to involve and include in its staff in order to correctly perform the requested Services. The price of additional staff is deemed to be included in the price of the main experts.

Table 7: Indicative workload by expert

Description	Position	Workload in months
Main Expert N°1	Project manager	1.0
Main Expert N°2	Civil works engineer	2.0
Main Expert N°3	Structural engineer	1.5
Main Expert N°4	Hydraulic engineer	1.5
Main Expert N°5	Architect	1.5
Main Expert N°6	Waste Management Expert	1.5
Total		9.0

### 5.7.2 Miscellaneous

Reviewed documents and detailed design will be first submitted on draft version to allow Enabel and stakeholders to comment before approval.

The final version will be submitted after receiving all comments which will be centralized by Enabel and communicated to the Contractor.

It is up to the Contractor to submit additional previous versions in order to ensure a correct step-by-step evolution of the studies and avoid loss of time and/or additional revisions which

will be anyway considered included in the services. The Contractor will be responsible for keeping a clear and transparent version of the management system.

In general, drawings will be printed in PDF with at least 600pp and without reduction of quality. Printing of drawings will be made without using line thickness option in order to obtain correct readable drawings even for details.

All documents will be provided in the following formats:

- For draft documents (Portuguese): Transmission by e-mail of readable PDF files and/or source files (for easy comment in document) if requested by Enabel.
- For final documents (English and Portuguese) of DP2A.2: Final Detailed Design (final version), DP2B.3: Final Detailed Design (final version) and DP3: Tender documents
  - Transmission by hand or post of printed documents including written documents, drawings, etc. constituting a whole document as, for example, the Final Design report or the final tender documents.
  - Transmission to Enabel of all source files of maps (SHP, ...) and drawings (DWG, DXF, MSR, etc.), unlocked and in 3D when 3D information are used on it (contour lines, etc.).
  - Printed documents will be provided in 6 copies to Enabel to share with internal staff and stakeholders.

### **5.7.3 Schedule of studies**

#### **5.7.3.1 Timeframe for approval by Enabel and local authorities**

The timeframe for approval of documents by Enabel and stakeholders will be no longer than 2 calendar weeks.

#### **5.7.3.2 Control and stop points to consider in the planning proposal**

The control milestones will be at least:

- ⇒ After submitting the report on site location for MRF
- ⇒ After submitting the General Layout and concept for shared and ancillary infrastructure and facilities
- ⇒ After submitting the detailed design report
- ⇒ After submitting the tender documents

#### **5.7.3.3 Planning proposal**

The Contractor will propose in its tender a detailed planning schedule presenting the requested Services for phase 1, 2 and 3.

The timeframes for approval by Enabel and the milestones will be included in the proposed planning.

## 6 Forms

### 6.1 Legal entity

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

<b>OFFICIAL NAME<sup>①</sup></b>				
<b>BUSINESS NAME (if different)</b>				
<b>ABBREVIATION</b>				
<b>LEGAL FORM</b>				
<b>ORGANISATION</b>	<b>FOR PROFIT</b>			
<b>TYPE</b>	<b>NON FOR PROFIT</b>	<b>NGO<sup>②</sup></b>	<b>YES</b>	<b>NO</b>
<b>MAIN REGISTRATION NUMBER<sup>③</sup></b>				
<b>SECONDARY REGISTRATION NUMBER (if applicable)</b>				
<b>PLACE OF MAIN</b>				
<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>		
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>	
<b>VAT NUMBER</b>				
<b>ADDRESS OF HEAD OFFICE</b>				
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>		
<b>COUNTRY</b>	<b>PHONE</b>			
<b>E-MAIL</b>				
<b>DATE</b>		<b>STAMP</b>		
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>				

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of the entity. See table with corresponding denomination by country.

## 6.2 Financial identification

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>9</sup>	
IBAN/ACCOUNT NUMBER <sup>10</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

<b><u>ADDRESS OF BANK BRANCH</u></b>		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

<b><u>ACCOUNT HOLDER'S DATA</u></b>		
AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

<sup>9</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>10</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

## 6.3 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

- 1) The tenderer or one of its 'directors [1]' was found guilty following a conviction by final judgement for one of the following offences:
  - 1° involvement in a criminal organisation
  - 2° corruption
  - 3° fraud
  - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or terrorist financing
  - 6° child labour and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

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

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.
- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also, failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered ‘significant’.

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

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.  
The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

.....

Place, date

## 6.4 Integrity statement for the tenderers

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

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

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

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

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

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

.....

Place, date

## 6.5 Power of attorney

The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

In case of a **joint venture**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

## 6.6 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents<sup>11</sup> showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

## 6.7 Certification of clearance with regards to the payments of social security contributions

The tenderer shall include in his tender a **recent certification**<sup>11</sup> 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.

## 6.8 Certification of clearance with regards to the payments of applicable taxes

The tenderer shall include in his tender a **valid certification**<sup>11</sup> from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

## 6.9 References of similar services

The tenderer must provide in his offer the list of **two (2) similar services performed in the last five (5) years**, including the amount involved, the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those works.

Description of the main similar works and location	Amount involved	Completion date in the last 5 years	Name of the public or private bodies

<sup>11</sup> In case of a joint venture, the certificate must be submitted for all members of the tendering party.

## 6.10 Financial offer & tender form

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

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

Item	Description	Lump sum Prices in Euro excl. VAT
1.	Deliverables of phase 1	
2.	Deliverables of phase 2A	
3.	Deliverables of phase 2B	
4.	Deliverables of phase 3	
Total price excl. VAT		

VAT %.....

**Attention! The prices must include the WITHHOLDING Taxes applicable (it is the tenderer responsibility to collect all necessary information relating withholding tax applicable for his situation)!**

Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Place and date: .....

Signature: .....

## 6.11 Model posting bond

### *Only for the successful tenderer*

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract, tender documents Enabel MOZ22002-10019 (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel MOZ22002-10019 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference: Enabel MOZ22002-10019

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Company stamp:

Last name, first name:

Function:

Date:

Signature: