



Tender Specification

Public supplies contract for “Aquisição de camião porta-contentor”

Negotiated procedure without publication

MOZ22005-10383

Mozambique

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1 General remarks

1.1 Derogations from the General Implementing Rules

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

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this contract, Enabel is represented by the Representation of Enabel in Mozambique.

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, 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 Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111),

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

- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015;
- The first Management Contract contracting 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.

1.4 Rules governing the public contract

The following, among other things, apply to this public contract:

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

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

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

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

Litigation: Court action;

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

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

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

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

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

1.6 Confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

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

1.7.2. For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (ILO), namely the

conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

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

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

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

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

1.8 Applicable law and competent courts

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

The parties commit to sincerely perform their engagements to ensure the good performance of the public contract.

In case of litigation or divergence of opinion between the contracting authority and the 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 Subject-matter and scope of the public contract

2.1 Type of contract

The contract is a public supplies contract.

2.2 Subject matter of procurement

The public supply contract mainly consists in the procurement of one (1) skip truck in conformity with the conditions of these Tender Specifications.

2.3 Duration of the public contract

The contract takes effect upon award notification and has a duration of 60 days. The equipment shall be delivered within this deadline.

2.4 Quantities

Quantities are specified in the Bill of Quantities (BoQ) provided for this contract.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1^o a of the Law of 17 June 2016 via a Negotiated Procedure without Prior Publication.

3.2 Publication

3.2.1 Official publication

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

3.4 Information

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

Candidate-tenderers may submit questions regarding these Tender Specifications and the contract up to six days before the final deadline for bid submission. Questions will be in writing to lidia.uamusse@enabel.be + tendersmoz@enabel.be and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above.

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

The procurement documents can be consulted free of charge at the following internet address:

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

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

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

3.4 Tender

3.4.1 Data to be included in the tender

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

The tenderer must use the tender forms in annex:

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Financial proposal;
4. Form 6.4: references;
5. Declaration on honour – exclusion criteria;
6. Integrity statement for the tenderer;
7. Power of Attorney;
8. Certification of registration
9. The document certifying that the tenderer is in order with the payment of social contributions;
10. The document certifying that the tenderer is in order with the payment of taxes;
11. Technical proposal.

In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender, the forms, and the annexes are written in English but can be filled in English or Portuguese.

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

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

3.4.2 Period of validity of the tender

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

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.4.3 Price determination

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

This contract is a lump-sum price contract, i.e. a contract in which the global price is a flat rate that covers the whole performance of the contract or each to 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 perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

3.4.3.1 Elements included in the price

The tenderer is to include in his unit and global prices any charges and taxes generally applied to supplies, with the exception of the value-added tax. The following are in particular included in the prices:

- Fees;
- Insurances, visas, communication expenses;
- Administrative and secretarial costs;
- All expenses, personnel costs, and material costs necessary for the execution of this contract;
- Packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;
- Unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;
- Documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
- Communication expenses (including internet), all costs and expenses of personnel or material necessary for the execution of this contract, remuneration as copyright fees, purchase or rental from third parties of services necessary for the execution of the contract;
- Assembly and taking into operation;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties;
- Acceptance costs All prices are DDP included.

3.4.3.2 Taxes

The tenderer is to include in his global prices any charges and taxes generally applied to supplies. The prices must **exclude** the **value-added tax (VAT)**. However, the value-added tax (VAT) percentage must be indicated in a separate line in the “Form 6.3 – Financial proposal”. The contractor is deemed to have included in his unit and global prices any charges and taxes generally applied to services, **withholding tax includes**.

Additional information on withholding tax

In the countries of operation, Enabel must almost always deduct local taxes from the income received by non-resident service providers, through a withholding tax.

The unit price quoted by the tenderer in its tender must include any applicable tax, including the tax that will be deducted at source by Enabel (or another beneficiary of the framework agreement) at the time of payment of the invoice.

When the contract is performed, Enabel (or another beneficiary of the framework agreement) will deduct the tax from the amount invoiced by the service provider by means of a deduction of the percentage provided for (and defined by local legislation) (Withholding Tax).

In the case of an order originating from a representation or intervention abroad (outside the EU), the withholding tax will be applied to the totality of the services carried out by the service provider (without distinction between work at home or work in the country of intervention).

DOUBLE TAXATION CONVENTIONS

Tenderers' attention is drawn to the fact that some countries have signed double taxation treaties [e.g. between the tenderer's State of residence and the State of origin (or source, i.e. the State in which the income has its source and Enabel or one of the beneficiaries of this framework agreement has a representation or project - outside the EU)].

If such an agreement applies, it is the responsibility of each tenderer to check what the legal effects of its application are and how this agreement will affect the taxes charged on the services.

The service provider who considers that he is entitled to benefit from a double taxation agreement must submit to the contracting authority the declaration for the exemption/reduction of withholding tax within five working days of receipt of the request setting out the details of the services expected.

3.4.4 Submission of tenders

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

- The tenderer submits his tender as follows **before April 15, 2026 at 12:00 PM (noon)**.
- The original copy of the completed tender will be submitted on paper.
- **One digital copy will be submitted in one or more PDF files on a USB stick.**

The original copy and the USB stick are to be submitted in a properly sealed envelope bearing the following information: "***Tender MOZ22005- 10383 -Public contract for Supply Aquisição de camião porta-contentor***"

It may be submitted:

- By **courier** (standard mail or registered mail)

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

*Enabel Mozambique, public-law company
Av. Kenneth Kaunda, 264
Maputo, Mozambique*

- **Delivered by hand** with acknowledgement of receipt.

The service can be reached on working days during office hours, from 8:00 to 17:00 (East African Time).

NB: Submission of tenders by e-mail is strictly prohibited. Any tenders submitted via e-mail will be automatically disregarded.

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

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

3.4.5 Amending or withdrawing 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 electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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

The withdrawal must be pure and simple and shall be unconditional.

3.4.6 Opening of tenders

Tenders shall be opened behind closed doors without the tenderers.

3.4.7 Evaluation of tenders

3.4.7.1 Exclusion grounds

The obligatory and facultative grounds for exclusion grounds are given in attachment to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

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.

The contracting authority will verify the accuracy of the above-mentioned declaration of honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

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 Law of 17 June 2016.

3.4.7.2 Selection Criteria

The tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract. Before the contracting authority can start investigating the regularity of the tenders and evaluating them based on the award criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

The selection criteria are the following:

1. References
 - At least two (2) successfully completed contracts in the last three (3) years for the supply and delivery of waste collection vehicles, loaders, waste collection trucks, or related heavy equipment.
 - For each reference, the bidder must provide:
 - Customer name and contact details.
 - Description of equipment supplied.
 - Delivery date and contract value.
 - Certificate or letter of satisfactory performance signed by the customer..

3.4.7.4 Award criteria

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria:

- The price (100 points maximum)

The total prices will be considered for the comparison of the bids. The following formula will be used: $\text{Score bid A} = (\text{Total Price of lowest bid} * 100) / \text{Unit price of bid A}$

3.4.7.6 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criterion stated in the procurement documents. This evaluation will be conducted on the basis of the award criterion 'price/cost' given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer whose regular BAFO is the best value for money will be appointed the contractor for this contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.4.7.7 Final score

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

3.4.7.7 Awarding the public contract

Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

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

3.4.8 Concluding the public contract

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

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post. So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

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

4.1 Managing official (Art. 11)

The managing official will be appointed later in the process.

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

The managing official is 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 contract, including issuing service orders, drawing up reports and states of affairs, approving the supplier's, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

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

4.2 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 undertakes to have the 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 contract. Any replacements must be approved by the contracting authority.

(Art. 12/3 § 2 of the Royal Decree of 14 January 2013)

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.

4.3 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, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Personal data protection

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a contractor

During contract performance, the contractor may process personal data of the contracting authority 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.

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

4.5 Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract. Conformity of performance (Art. 34)

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

4.6 Zero tolerance sexual exploitation and abuse

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

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

4.8.1 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 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 the supplies and services already delivered, 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 contract.

4.8.2 Revision of prices (Art. 38/7)

For this contract, price revisions are permitted in conformity with art. 38 GRE (AR 13/01/2013).

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

The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the 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 period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the 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 contract.

4.8.4 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 public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.8 Preliminary technical acceptance (Art. 42)

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

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

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

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

4.9 Performance modalities (Art. 115 et seq.)

4.9.1 Quantities and place to be supplied (Art. 117)

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

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

The supplies will be delivered at the following address:

Consult the ToR in section 2.1 and 2.2

4.9.3 Packaging (Art. 119)

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

4.9.4 Inspection of the supplies delivered (Art. 120)

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

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

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

Acceptance at the delivery address: Consult the ToR in section 2.1 and 2.2 counts as complete provisional acceptance.

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

In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own

costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

4.10 Liability of the supplier (art. 122)

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to in Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

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

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

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

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 contract and/or the exclusion from procurement by the contracting authority for a determined duration.

4.11.1 Failure of performance (Art. 44)

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

- 1° when performance is not carried out in accordance with the conditions specified in the procurement documents;
- 2° at any time, when performance has not progressed in such a way that it can be fully completed on the due dates;
- 3° when he does not observe written orders, which have been given in due form by the contracting authority.

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

4.11.2 Fines for delay (Art. 46 and 123)

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

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

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

§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 detected.

§2. The measures as of right are:

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

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

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

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

4.12 End of the public contract

4.12.1 Acceptance of the products delivered (Art. 64-65 and 128)

The managing official will closely follow up the delivery.

Provisional acceptance

Upon expiry of the thirty-day period specified in Article 120, §2, as appropriate, a provisional acceptance report or acceptance refusal report will be drawn up.

Full acceptance is proceeded to at the place of delivery without partial acceptance at the place of manufacture;

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting

authority disposes of a period of thirty days

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

4.12.2 Transfer of ownership (Art. 132)

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of GIR.

4.12.3 Guarantee period (Art. 134)

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

4.12.4 Final acceptance (Art. 135)

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

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

4.13 Invoicing and payment of services (Art. 66 to 72 and 127)

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

Enabel Representation
Av. Kenneth Kaunda, 264
Maputo, Mozambique

And one PDF copy to invoices.moz@enabel.be
The invoice will mention:

- Enabel, the Belgian agency for international cooperation, in Mozambique
- The reference number and name of the contract: MOZ22005- 10383
- The PO number

Only delivery that has been performed correctly may be invoiced.

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

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

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

Payment will be by bank transfer only.

4.14 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings. The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The 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 Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

4.15 Obligations of the contracting authority (Art. 136)

The contracting authority shall:

- 1° use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier;
- 2° make not changes to the goods delivered without the written preliminary approval of the supplier.

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

The supplier shall:

- 1° put the supplies at the disposal of the contracting authority within the deadline set in the procurement documents;
- 2° ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

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

5 Terms of reference

Enabel

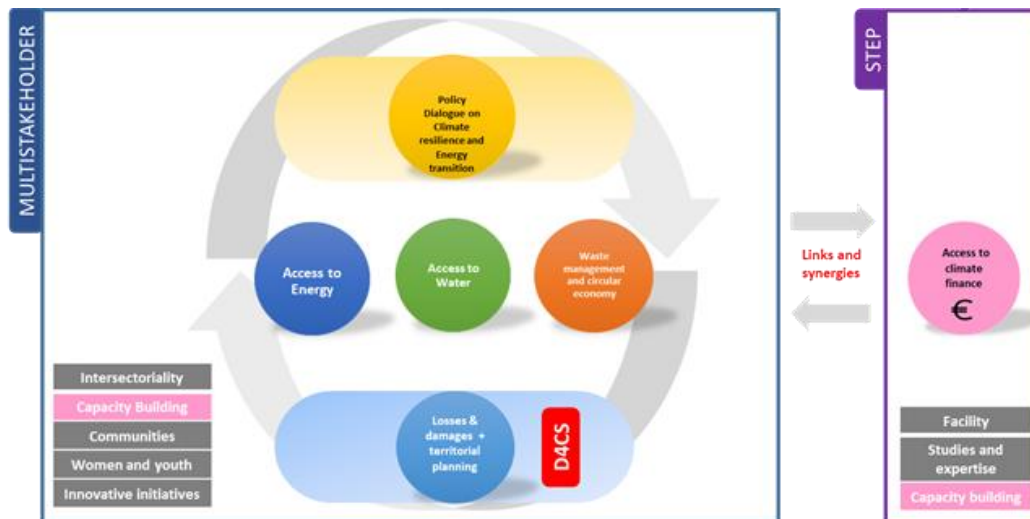
A Enabel, a agência belga de cooperação para o desenvolvimento, está encarregue de implementar e coordenar a política de desenvolvimento internacional da Bélgica, bem como realizar, a pedido do governo federal, qualquer missão de serviço público em países de baixa e média renda que esteja alinhada com a Agenda 2030 para o Desenvolvimento Sustentável.

Portfólio Enabel em Moçambique

A Estratégia de Cooperação de Moçambique 2023-2028 foi validada pelo Ministro da Cooperação belga em 15 de julho de 2022. Moçambique é um dos países mais vulneráveis às alterações climáticas em África e tem assistido ao aumento da intensidade e frequência de fenómenos meteorológicos extremos nos últimos anos, comprometendo as ambições de desenvolvimento do país. A Enabel pretende aprofundar a sua estratégia de cooperação ligando a diferentes áreas de atividades relacionadas com o clima, desde a prestação de serviços públicos resistentes às alterações climáticas às populações mais vulneráveis em Moçambique até à transição para vias energéticas de baixo carbono, ao mesmo tempo que lida com as perdas e danos inevitáveis através de um conjunto de atividades relacionadas com o ser humano, ligadas a territórios específicos com o envolvimento de diferentes componentes da sociedade.

O **Objectivo Geral** da pasta é **apoiar e fortalecer institucionalmente Moçambique para que a transição para uma economia resiliente às alterações climáticas e de baixo carbono possa ser alcançada de uma forma inclusiva com consideração das comunidades vulneráveis em áreas rurais e urbanas**. A fim de apoiar a transição em Moçambique para uma sociedade de baixo carbono, resiliente às alterações climáticas e que respeite, preserve e gere de forma sustentável os ecossistemas e o ambiente, são exploradas várias alavancas para a mudança. O **Objectivo Específico** é: **As autoridades e comunidades moçambicanas, incluindo mulheres, jovens e outros grupos vulneráveis, são fortalecidas para se envolverem ativamente em conjunto numa coordenação intersectorial - especificamente com foco na melhoria dos serviços públicos resistentes às alterações climáticas, permitindo políticas e iniciativas para a transição energética.**

Uma **visão geral da estrutura deste portfólio** é apresentada abaixo. Ambas as intervenções partilham o mesmo objetivo específico, embora se centrem em áreas temáticas específicas. São interligados e complementares.



O portfólio é composto por três intervenções:

1. a primeira intervenção (MULTI-CRET) é o coração do portfólio e é composta por 5 componentes:
 - a. Diálogo político sobre resiliência climática e transição energética: O GdM, as autoridades locais, as comunidades e a sociedade civil melhoram a formulação, adoção e implementação de políticas e iniciativas baseadas em dados concretos para reforçar a resiliência climática e uma transição energética justa.
 - b. Perdas e danos: O GdM, as autoridades locais, as comunidades e a sociedade civil concebem, disponibilizam e implementam planos e orçamentos, resilientes às alterações climáticas e orientados para a baixa emissão de carbono, baseados em dados concretos, com foco na antecipação de riscos de perdas e danos.
 - c. Acesso à energia: O GdM, as autoridades locais, as comunidades e a sociedade civil melhoram o acesso a serviços públicos de energia sustentáveis e limpos, especialmente em zonas fora da rede.
 - d. Acesso à água: O GdM, as autoridades locais, as comunidades e a sociedade civil melhoram o acesso e a sustentabilidade do abastecimento de água potável resistente às alterações climáticas e dos sistemas de irrigação alimentados por energia solar nas zonas rurais.
 - e. **Gestão de Resíduos e Economia Circular: O GdM, as autoridades locais, as comunidades e a sociedade civil envolvidas na gestão de resíduos implementam o programa nacional de gestão sustentável de resíduos (ValoRe) e promovem uma economia circular.**
2. A segunda intervenção (STEP) visa reforçar as capacidades e atuar como catalisador para a mobilização do financiamento da luta contra as alterações climáticas para as prioridades nacionais, em estreita articulação e sinergia com a intervenção principal.
3. A terceira intervenção (D4CS) é um financiamento adicional para a componente de perdas e danos da primeira intervenção.

Através de uma componente dedicada à gestão de resíduos, a Enabel irá intervir nos municípios de Nampula e Nacala no âmbito da gestão de resíduos e economia circular (concebida como Resultado 5) para melhorar as condições de vida das comunidades locais.

Os resultados esperados do apoio da Enabel neste sector são:

1. Os planos de gestão de resíduos são coordenados com outros serviços públicos municipais e abrangidos pelo sistema de comunicação de informações às autoridades nacionais
2. **A capacidade dos municípios para fazer cumprir os planos de gestão de resíduos é reforçada e os investimentos em equipamentos e infraestruturas de recolha estão planeados a longo prazo**
3. Os catadores e as associações de bairro (incluindo as associações de mulheres) tornam-se parceiros fundamentais para o Município e os operadores de resíduos recolherem os resíduos valorizáveis e recuperarem a perda do equipamento devido à dispersão dos resíduos no espaço público.
4. As mulheres são um interveniente activo no sistema de recolha de resíduos, sendo-lhes atribuída uma parte justa dos benefícios económicos.
5. Um caso de economia circular de resíduos valorizáveis pode ser ampliado no país, durante o projeto do sistema, suas operações e identificação de novos investimentos todos os actores estão envolvidos.

No âmbito do Output 3, a Enabel está agora a apoiar os municípios de Nampula e Nacala na actualização dos seus Planos de Gestão Integrada de Resíduos Sólidos Urbanos. Através deste processo de planeamento, foram identificadas as principais lacunas operacionais e necessidades de investimento para melhorar a eficiência e a cobertura dos serviços de resíduos urbanos. Entre os investimentos prioritários, a aquisição de modernos equipamentos de coleta de resíduos foi destacada como essencial para o fortalecimento das operações diárias.

Esta aquisição visa, portanto, fornecer **um camião porta-contentor e 45 contentores metálicos de 6m³**, permitindo que os municípios recolham e transportem os resíduos de forma mais eficiente, contribuindo assim para ambientes urbanos mais limpos e melhor saúde pública.

Âmbito

O âmbito é o fornecimento, entrega e comissionamento de equipamentos de recolha de resíduos para apoiar as operações de gestão de resíduos sólidos urbanos nos municípios de Nampula e Nacala. O fornecedor deve garantir que todos os artigos satisfazem as especificações técnicas mínimas previstas no anexo 1 e as normas de segurança e ambientais aplicáveis.

Os bens e serviços necessários são os seguintes:

- Camião porta-contentor
 - Quantidade: **1 (uma) unidade a entregar no Município de Nacala**
 - Descrição: Camião porta-contentor adequado para a recolha de resíduos sólidos urbanos, com braços hidráulicos de elevação para carga e descarga de contentores de 6 m³.
 - Os requisitos incluem:
 - Peso bruto mínimo do veículo e potência do motor, tal como definidos no anexo 1.

- Capacidade de elevação hidráulica compatível com os contentores de 6 m³.
 - Cabina do operador com assentos para pelo menos duas pessoas, equipamento de segurança e protecção climática.
 - Entrega com todos os acessórios e manuais necessários.
- Serviços Associados
 - O prestador presta igualmente os seguintes serviços no âmbito do presente contrato:
 - Entrega no Conselho Municipal de Nacala.
 - Inspeção inicial e testes de aceitação na presença da Enabel e representantes municipais.
 - Treinamento do operador abrangendo a operação segura e manutenção de rotina do camião porta-contentor e manuseio de contentores.
 - Serviços de garantia conforme especificado na Secção 4.18, incluindo um período mínimo de garantia de 12 meses para todos os artigos fornecidos.
- Prazo de Entrega
 - A entrega completa, incluindo inspeção e aceitação, deve ser finalizada no prazo de 60 dias corridos após a carta de adjudicação, salvo acordo em contrário por escrito.

Calendário de pagamentos

Os pagamentos serão vinculadas à entrega e aceitação provisória do equipamento e do treinamento do operador mediante apresentação de notas fiscais e certidões de aceitação assinadas pela Enabel e pelos representantes municipais.

Observações:

- Todos os pagamentos estão sujeitos ao cumprimento satisfatório do contracto e à apresentação da documentação exigida.
- O fornecedor é responsável por todos os custos de transporte, descarga e seguro até a aceitação final.
- O equipamento será inspecionado e testado pela comissão de recepção de bens e património do município. Qualquer detalhe que venha a contrariar as especificações técnicas serão motivo para a sua não-aceitação.

Disposições diversas

5.1 Especificações Técnicas do Equipamento

O proponente deve preencher o **Anexo – Tabela de Especificações Técnicas**, assim como a **ficha técnica da viatura**, fornecendo detalhes necessários da viatura – nomeadamente, especificações técnicas detalhadas, incluindo marca, tipo, modelo e principais funções. Essa informação pode ser complementada com brochuras, incluindo

fotografias do equipamento, esquemas ou diagramas mostrando dimensões e componentes principais.

Quaisquer desvios em relação às especificações mínimas devem ser claramente declarados e justificados.

Propostas com documentação incompleta ou equipamento não conforme podem ser rejeitadas como não elegíveis.

5.2 Idioma

Toda a correspondência, documentação e materiais técnicos relacionados com este contrato serão fornecidos em inglês ou português. Os manuais técnicos podem estar em inglês, mas o fornecedor deve entregar resumos traduzidos em português para treinamento do operador e manutenção básica.

5.3 Seguro

O fornecedor deve garantir que todo o equipamento fornecido:

- Atende aos regulamentos de segurança aplicáveis, incluindo normas de saúde e segurança ocupacional para operadores.
- Cumpre com as normas de protecção ambiental, incluindo regulamentos de ruído e emissões.

5.4 Seguros e Responsabilidade Civil

- O fornecedor será totalmente responsável pela mercadoria até à aceitação final, inclusive durante o transporte, descarga e armazenamento no local de entrega.
- Um seguro adequado deve cobrir as mercadorias desde o ponto de origem até à aceitação pela Enabel e pelo município.
- A prova de seguro deve ser fornecida antes da expedição.

5.5 Formação e Manuais

O fornecedor deve fornecer:

- Treinamento de operadores para funcionários municipais, incluindo operação segura, solução de problemas básicos e manutenção preventiva.
- Manuais de utilização e guias de manutenção do equipamento, preferencialmente em português ou acompanhados de secções chave traduzidas.

5.6 Garantia

Um período mínimo de garantia de 12 meses será aplicado ao equipamento fornecido, a partir da data de aceitação final.

A garantia deve cobrir:

- Reparação ou substituição de componentes ou elementos defeituosos.
- Resposta do serviço no local dentro de um prazo acordado.
- Disponibilidade de peças de reposição por pelo menos cinco anos após a entrega.

Proposta Financeira e Recursos Solicitados

A proposta financeira deve ser apresentada em documento separado da proposta técnica, no formato previsto abaixo

A proposta deve incluir um montante fixo, que inclua na íntegra: ver ponto 3.4.3.1

Desagregação do montante fixo por rubrica

Rubrica	Quantidade	Unidade	Custo unitário (EUR exc. IVA)	Custo total (EUR exc IVA)
Camião porta-contentor	1	Montante fixo	€	€
Formação de motorista (2) e operadores (4)	1	Montante fixo	€	€
Total		Montante fixo	€	€

Anexo – Technical

- Especificações camião porta-contentor

6. Forms

6.1 Identification form

6.1.1 Natural person

I. PERSONAL DATA	
FAMILY NAME(S) ¹	
FIRST NAME(S)	
DATE OF BIRTH	
DD	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT
DRIVING LICENCE ²	OTHER ³
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ⁴	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX
	CITY
REGION ⁵	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	BUSINESS (if applicable) NAME
YES NO	VAT NUMBER
	REGISTRATION NUMBER
	PLACE OF MAIN
	REGISTRATION CITY
	COUNTRY
DATE	SIGNATURE

¹ As indicated on the official document.

² Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

³ Failing other identity documents: residence permit or diplomatic passport.

⁴ See table with corresponding denomination by country.

⁵ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2 Private/public law body with legal form

OFFICIAL					NAME⁶
BUSINESS (if different)					NAME
ABBREVIATION					
LEGAL FORM					
ORGANISATION	FOR PROFIT				
TYPE	NON FOR PROFIT	NGO⁷	YES	NO	
MAIN REGISTRATION NUMBER⁸					
SECONDARY REGISTRATION NUMBER					
(if applicable)					
PLACE	OF				MAIN
REGISTRATION	CITY		COUNTRY		
DATE	OF	MAIN			REGISTRATION
		DD	MM	YYYY	
VAT number					
ADDRESS					OF
HEAD OFFICE					
POSTCODE	P.O. BOX		CITY		
COUNTRY	PHONE				
E-MAIL					
DATE		STAMP			
SIGNATURE OF AUTHORISED REPRESENTATIVE					

⁶ National denomination and its translation in EN or FR if existing.

⁷ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

⁸ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3 Public-law body⁹

OFFICIAL		NAME ¹⁰	
ABBREVIATION			
MAIN REGISTRATION NUMBER ¹¹			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE	OF	MAIN	
REGISTRATION	CITY	COUNTRY	
DATE	OF	MAIN	REGISTRATION
		DD MM YYYY	
VAT NUMBER			
OFFICIAL	ADDRESS		
POSTCODE		P.O. BOX	
		CITY	
COUNTRY		PHONE	
E-MAIL			
DATE	STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE			

⁹ meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

¹⁰ National denomination and its translation in EN or FR if existing.

¹¹ Registration number in the national register of the entity.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Regards

6.2 Tender Forms – financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹²	
IBAN/ACCOUNT NUMBER ¹³	
NIB	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

<u>ACCOUNT HOLDER'S DATA</u>		
AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		
SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)	

¹² 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.

¹³ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.4 Tender form – Financial proposal

Rubrica	Quantidade	Unidade	Custo unitário (EUR exc. IVA)	Custo total (EUR exc IVA)
Camião porta- contentor	1	Montante fixo	€	€
Formação de motorista (2) operadores (4)	1	Montante fixo	€	€
Total		Montante fixo	€	€

6.5 Declaration on honour – Exclusion grounds

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
 - b. A breach of Enabel's Policy regarding fraud and corruption risk management
 - 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.
8. 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/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

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

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

b. Enabel already has said documents.

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

Place, Date

Signature

6.6 Integrity statement

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

6.6 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.

6.7 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹³ showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

6.8 Certification of clearance with regards to the payments of social security contributions

The tenderer shall include in his tender a **recent certification** [bookmark:// bookmark68/](#) 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.

6.9 Certification of clearance with regards to the payments of applicable taxes

The tenderer shall include in his tender a **recent certification** (up to 1 year) 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.

6.10 Documents to be submitted – exhaustive list

Form 6.1: Identification form;

Form 6.2: Financial identification;

Form 6.3: Financial proposal;

Form 6.4: references;

Declaration on honour – exclusion criteria;

Integrity statement for the tenderer;

Power of Attorney;

Updated certification of registration

The document certifying that the tenderer is in order with the payment of social contributions;

The document certifying that the tenderer is in order with the payment of taxes;

Criminal record of the entity – if criminal record for legal body exists in the country where the tenderer is registered;

Technical proposal table. See annex form 6.11

- Documents allowing to assess the selection criteria such as Address and details of a local workshop or representative in the Province.
- Document confirming that the bidder is an official representative of the brand.
- The bidder must demonstrate the ability to provide maintenance and warranty services in Mozambique, either directly or through an authorized local partner.
- Evidence shall include:

- Address and details of a local workshop or representative in the Province.
- Document confirming that the bidder is an official representative of the brand

The bidder must complete the Annex – Technical Specifications Table, as well as the vehicle data sheet, providing the necessary details about the vehicle—namely, detailed technical specifications, including make, type, model, and main functions. This information may be supplemented with brochures, including photographs of the equipment, schematics, or diagrams showing dimensions and main components.

Any deviations from the minimum specifications must be clearly stated and justified.

Proposals with incomplete documentation or non-compliant equipment may be rejected as ineligible.

6.11 Annexes

- Anexo - Especificações Técnicas;

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

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