



TENDER SPECIFICATIONS

Public supply contract for “**Delivery of 2 (two) skip trucks (lot 1) and 1 (one) Tipper Truck (lot 2)**”

Reference No: **MOZ22005-10439**

Country: **Mozambique**

Negotiated procedure with prior publication

Deadline for requesting clarifications: 20 October 2026 at 12 PM (Mozambican Time)

Deadline for submission of tenders: **30 October 2026 at 12 PM (Mozambican Time)**

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Mozambique, is represented by :

Name	Position
Adriaan Tas	Country Director

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 - (a) The Law of 17 June 2016 on public procurement;
 - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 - (e) Circulars of the Prime Minister with regards to public procurement;
 - (f) Enabel's policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabel's policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;
Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a supply contract for purchasing goods pertaining to: the supply, delivery, and commissioning of waste collection equipment to support solid waste management operations in the municipalities of Nampula and Nacala and drivers and operators training . The supplier must ensure that the equipment meets the minimum technical specifications set out in Annex 1 (Lot 1) and Annex 2 (Lot 2).

2. LOTS

- 2.1. This public contract comprises **2 (two)** lots, each of which is indivisible.
- 2.2. The tenderer may submit a tender for **all lots**.
- 2.3. A tender for part of a lot is inadmissible.
- 2.4. The lots are:

Lot N°	Lot title	Lot description
1	Skip truck	Quantity: 2 (two) unit to be delivered to the Municipality of Nampula.
2	Tipper truck	Quantity: 1 (one) unit to be delivered to the Municipality of Nacala.

- 2.5. The tenderer **MAY NOT** offer discounts or better conditions in their tender if these lots are awarded to them.

3. ITEMS

- 3.1. Each lot of this public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and lasts for **4 (four) months**.
- 4.2. This public contract **MAY NOT** be renewed.

5. VARIANTS

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

6. OPTIONS

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

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through an Open Procedure pursuant to Article 36 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

- 1.1. The following official platforms:
 - (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>);
 - (b) TED (Tenders Electronic Daily) - Official Journal of the EU, dedicated to European public procurement;
 - c) OECD platform.
1. The following platforms:
 - (a) Website of Enabel (www.enabel.be);
 - (b) Local Newspaper.

3. FURTHER INFORMATION

1. Public procurement administrator

The awarding of this public contract is coordinated by:

Contracts management team

moz_csc_contracts@enabel.be

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

2. Requesting clarifications

Prospective tenderers have until the **20 October**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 1 (moz_csc_contracts@enabel.be), and will be answered in the order received.

In accordance with Article 81 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes the establishment of his price or the comparison of tenders, within ten days at the latest before the deadline for submission of tenders.

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

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

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

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

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **120 (one hundred and twenty) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
2. The tender and all annexes to the tender form must be drawn up in:
 - (a) English.
3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause 5 of chapter 8 Forms).
 - (e) Financial identification (clause 5 of chapter 8 Forms);
 - (f) Integrity Statement (clause 6 of chapter 8 Forms);
 - (g) Certificate of registration;
 - (h) Power of attorney;
 - (i) Criminal record of the legal representative/company;
 - (j) Certificate of payment of taxes;
 - (k) Certificate of payment of social contributions.

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

6. **The European Single Procurement Document (ESPD)** is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016 on public procurement, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

In accordance with Article 76, § 1, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, **failure to comply with the obligation to submit a European Single Procurement Document (ESPD) constitutes a substantial irregularity causing the tender to be null and void.**

7. The tenderer also attaches the following to his tender:
- (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
8. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 5 of chapter 8 Forms);
 - (c) Integrity Statement (clause 6 of chapter 8 Forms);
 - (d) European Single Procurement Document (ESPD) (clause 11);
 - (e) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (f) The association agreement signed by each participant, clearly showing who represents the association.
9. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority. This is indicated in part II.B of the European Single Procurement Document (ESPD).
10. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a tenderer relies on the capacity of other entities in the meaning of this clause 10, the tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. **The tender also comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 10.**

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

1. Lot 1 : This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.
2. Lot 2 : This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.
3. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

1. The tenderer is to include in his global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax. The applicable VAT is quoted separately, if applicable.
2. The following are specifically included in the prices:
 - (a) Packaging (except if it remains the property of the tenderer), loading, trans-shipment, intermediate unloading, transportation, insurance, and customs clearance;
 - (b) Unloading, unpacking, and deployment at the place of delivery, provided that the procurement documents specify the exact place of delivery and the means of access;
 - (c) Documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
 - (d) Assembly and commissioning;
 - (e) Training required for operation;
 - (f) Customs and excise duties.
 - (g) Acceptance costs.
3. All prices are based on **Incoterms® 2020: DDP**.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

- 1.2. Without prejudice to any variants, the tenderer may only submit one tender per lot. It must be submitted before the 30 October at noon (12:00pm) Mozambique time in hard copy and a USB stick.

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

Enabel Mozambique Av. Zimbabwe n.385, Maputo, Mozambique, mentioning the contract reference number **MOZ22005-10439**

Delivered by hand with acknowledgment of receipt.

The service can be reached on working days during office hours: from 8 am to 12 pm and from 1 pm to 5 pm at the address above except on the date of deadline where only bids before 12:00pm will be accepted.

Any tender must arrive before the final submission date and time. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

- 1.4. **Tenders must be submitted no later than 30 October 2026 at 12 PM (Mozambican Time).**

1. TENDER SIGNATURE

- 1.5. The tenderer is required to sign the tender, its annexes and the European Single Procurement Document (ESPD)

These documents shall be signed globally by affixing a signature on the accompanying submission report.

2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

10. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 1.6. Tenders must be in the possession of the contracting authority before **30 October 2026 at 12 PM (Mozambican Time)**.

1. Tenders are opened behind closed doors.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

11. EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

1. By submitting their tender together with the European Single Procurement Document (ESPD), the tenderer officially declares on his honour that:
 - (a) They are not in any of the mandatory or facultative exclusion cases, which must or may lead to their exclusion;
 - (b) They meet the selection criteria established by the contracting authority for this contract.
2. The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016 on public procurement, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.
3. The tenderer generates the European Single Procurement Document (ESPD) via <https://uea.publicprocurement.be/> and then attaches it to his tender.
4. More information, and a service manual (in French), including guidelines for enterprises, is available through: https://bosa.belgium.be/sites/default/files/documents/DUME_man_espd_entreprise_fr_200.pdf
5. The European Single Procurement Document (ESPD) can also be completed directly via your submission in e-Procurement (integrated in the submission space): https://bosa.service-now.com/csp?id=kb_article_view&sys_kb_id=84048bff87093ad0db5e43f80cbb35cf

6. Where the tender is submitted by a group of economic operators, it must **include a European Single Procurement Document (ESPD) for each of the participants in the group.** Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority. This is indicated in part II.B of the European Single Procurement Document (ESPD).
7. Where a candidate or tenderer relies on the capacity of other entities (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the candidate or tenderer, as appropriate, answers the question in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. The tender also **comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 7.**
8. To submit an integrated European Single Procurement Document (ESPD) for multiple companies, see: https://bosa.service-now.com/csp?id=kb_article_view&sys_kb_id=bb29434c8791fed0db5e43f80cbb3514
9. In accordance with § 2 of Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, regarding **part IV of the European Single Procurement Document (ESPD) on the selection criteria**, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section **“Global indication for all selection criteria”**. So, only this section must be completed.

12. EXCLUSION GROUNDS

1. The mandatory and facultative grounds for exclusion are provided in the European Single Procurement Document (ESPD).
2. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
3. The contracting authority may, at any time during the procedure, request the tenderer to provide all or part of the supporting documents, if necessary, to ensure the smooth progress of the procedure. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority. However, the tenderer is not required to submit any supporting documents or evidence if the contracting authority can directly access the necessary certificates or information through a free national database in a Member State.
4. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
5. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
6. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the

exception of the extract from the criminal record, which must be requested by the tenderer himself.

7. With the exception of the exclusion grounds relating to tax and social security, a tenderer in one of the mandatory or optional exclusion situations may demonstrate, on their own initiative, that they have paid or undertaken to pay compensation for any damage caused by the criminal offence or fault. They must also demonstrate that they have fully clarified the facts and circumstances by cooperating with the authorities responsible for the investigation, and have taken specific technical, organisational, and personnel measures to prevent any further criminal offence or fault.
8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 - (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion. The tender must also **include a separate European Single Procurement Document (ESPD) for each of these participants or entities.**
5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. MODALITIES RELATING TO TENDER EXAMINATION AND REGULARITY OF TENDERS

1. Before starting the evaluation and comparison of tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of these tender specifications, both formally and materially.

The substantially irregular tenders are excluded.

2. A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

- (a) failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law
 - (b) failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors and of Article 14 of the Law of 17 June 2016 on public procurement, insofar as they contain obligations vis-à-vis the tenderers
 - (c) failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents
3. The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors).

15. AWARD CRITERIA

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

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Price	100	Method of 3 - The contract is awarded to the qualified bidder who submits the lowest financial price, provided they meet all mandatory technical and administrative requirements.

2. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the European Single Procurement Document (ESPD) of this tenderer and provided the control shows that the European Single Procurement Document (ESPD) corresponds with reality.

16. AWARDED THE PUBLIC CONTRACT

1. Each lot of this public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot in question.
2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.
3. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

17. CONCLUDING THE CONTRACT

1. In accordance with Article 88 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
2. Notification is made via digital platforms or email, and, on the same day, by registered post.
3. The full contract consists of the following documents:
 - (a) These tender specifications and their annexes;
 - (b) The approved tender and all its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

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

5. CONFIDENTIALITY (ART. 18)

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

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

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the supplier

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

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

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

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1. **Scope and amount (Art. 25)**

The performance bond is a requirement for this public contract and is set at **5%** of the total value of each lot, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

8.2. **Nature of the performance bond (Art. 26)**

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit

institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the supplies. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

8.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

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

8.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

- (a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety : By the 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 similar public institution;
- (d) Guarantee : Provide the deed of undertaking of the credit institution or the insurance company.

8.5. Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;
- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) 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 procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the supplier and, where relevant, that of the third party that made the deposit on the supplier's account, bearing the statement 'lender' or 'mandatory', as appropriate.

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

8.6. Release of bond

If the contracting authority confirms acceptance of the supplies, 50% of the bond shall be released, even if the supplier has made no such request.

The remaining part of the bond will be released on final acceptance after the guarantee period.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

10.1. Scope

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

10.2. Nature of the amendment

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

10.3. Conditions under which this revision clause may be used

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

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

- (a) either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

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

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial supplier by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR". If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial supplier shall bear the additional costs.

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

Price revisions are not allowed under this contract.

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

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

- (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
- (c) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

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

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

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
 - (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 14.3. In the event of an increase in charges, the supplier must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the supplier proves that he paid the charges at the old rate.

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

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

SECTION (F) - PERFORMANCE MODALITIES

16. DEADLINES AND TERMS (ART. 116)

16.1. The supplier must deliver the goods within **4 (four) months**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

17. PLACE OF PERFORMANCE (ART. 118)

The supplies must be delivered at the following address:
1 Tipper Tuck - Nacala Municipality 2 Skip Trucks – Nampula Municipality and Nacala Municipality.

18. TRANSFER OF OWNERSHIP (ART. 132)

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

SECTION (G) - MEANS OF ACTION

19. FAILURE OF PERFORMANCE (ART. 44)

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

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) When the supplier fails to comply with written orders issued in due form by the contracting authority.

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

19.2. The supplier must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

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

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

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

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

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

21.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the supplier has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 21.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the supplier has explicitly acknowledged the identified shortcomings.

21.2. The measures as of right are:

- (a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
- (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
- (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

SECTION (H) - END OF THE PUBLIC CONTRACT

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

- 22.1. The contracting authority checks the deliveries at the place of delivery. The supplies will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests. Any damage shall be recorded. The result of this inspection and the exact date of arrival of the deliveries shall be recorded in a report or, where applicable, on the delivery note or invoice referred to in Article 118, § 2 of the “GIR”.
- 22.2. Upon expiry of the thirty-day period starting from delivery, as appropriate, a report of provisional acceptance or refusal of acceptance will be drawn up.
- 22.3. In this contract, provisional acceptance is carried out as follows: Full acceptance is carried out at the place of delivery without prior partial acceptance at the place of manufacture. Provisional Acceptance is completed in full at the place of delivery. The contracting authority has thirty (30) days to inspect and test the supplies and notify the supplier of its acceptance or rejection. This period begins the day after the supplies arrive at the place of delivery, provided that the contracting authority has received the delivery note or invoice. The thirty-day period provided for in Article 127 of the “GIR” (clause 25) is included herein.

23. GUARANTEE PERIOD (ART. 65 AND 134)

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

24. FINAL ACCEPTANCE (ART. 135)

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

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

- 25.1. The contracting authority shall verify and pay the amount due to the supplier within a processing period of thirty days from delivery, provided that the contracting authority is in possession of the duly established invoice.
- 25.2. Only deliveries that have been performed correctly may be invoiced. The invoice must be issued in **euro**.
- 25.3. If delivery takes place in several instalments, the processing period shall commence on the date of delivery for each partial delivery.
- 25.4. The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following email address: **invoice.moz@enabel.be**.

26. ADVANCE PAYMENTS

- 26.1. Notwithstanding clause 25.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the supplier.

The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

- (a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;
- (b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;
- (c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

- 26.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

- (a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
- (b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

- (c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

26.3. No advance is granted before:

- (a) Notification of the conclusion of the public contract;
- (b) A written dated demand submitted to the contracting authority;
- (c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

26.4. Payment of the advance may be suspended if it is found that the supplier does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

The advance payment is deducted, as follows:
The 20% advance payment shall be deducted from the final invoice once the services have been fully completed and provisionally accepted by the Contracting Authority.

5 TERMS OF REFERENCE

2. Terms of Reference

Background

In Mozambique, through the 2023-2028 cooperation portfolio, Enabel aims to consolidate the lessons learned over the last 20 years, while simultaneously supporting emerging themes. The €25 million portfolio aims to support the country in achieving its low-carbon, fair and inclusive development path and energy transition, promoting an integrated multi-stakeholder approach based on local needs, national priorities and global trends. Climate is the underlying theme of the portfolio, with emphasis on three public services (water, waste and energy), as well as promoting dialogue on the energy transition and work on losses and damages.

In August 2020, Mozambique launched a presidential initiative (designed as the ValoRe programme) to construct sustainable waste treatment infrastructure in all provincial capitals and major cities of the country. In this context, the Ministry of Land and Environment (MTA), in partnership with the Belgian Development Agency (Enabel), jointly submitted a proposal to the Mitigation Action Facility (MAF) to fund the construction and implementation of sustainable waste treatment infrastructure in at least two target municipalities. Based on an assessment of their relative readiness, waste infrastructure projects in the municipalities of Nacala, Nampula and Pemba were prioritized for implementation. Waste infrastructure projects will be tailored to the specific context of the municipalities and typically consist of a Sanitary Landfill 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 where source-separated organic waste is turned into compost.

Through the cooperation portfolio 2023-2028, Enabel will intervene in Nampula and Nacala municipalities in the scope of waste management and circular economy (designed as Result 5) to improve the living conditions of the local communities on the one hand, and on the other hand, to feed the overarching component related to policy dialogue – through ValoRe. The expected outputs of Enabel *support on this sector are*:

1. *Waste management plans are coordinated with other municipal public services and covered by the reporting system towards the national authorities*
2. ***The capacity of municipalities for enforcing the waste management plans is strengthened and investments in collection equipment and infrastructure are planned on the long term***
3. *Waste pickers and neighbourhood associations (Including women associations) become key partners for the Municipality and waste operators to collect recoverable waste and to reclaim the loss of the amenity due to the dispersion of wastes in the public space*
4. *Women are an active player in the waste collection system and are allocated a fair part of the economic benefits*
5. *A circular economic case of recoverable waste can be scaled up in the country, during the design of the system, its operations and identification of new investments all the actors are engaged*

Under Result 5.2, Enabel supported the municipalities of Nampula and Nacala in updating their Integrated Municipal Solid Waste Management Plans, which were approved in December 2025. Through this planning process, the main operational gaps and investment needs required to improve the efficiency and coverage of urban waste services were identified. Among the priority investments, the acquisition of waste collection equipment was highlighted as essential to strengthen daily operations.

This procurement therefore aims to supply one skip truck and one tipper truck, enabling the municipalities to collect and transport waste more efficiently, thereby contributing to cleaner urban environments and improved public health.

3. Scope

The scope covers the supply, delivery, and commissioning of waste collection equipment to support solid waste management operations in the municipalities of Nampula and Nacala. The supplier must ensure that the equipment meets the minimum technical specifications set out in **Annex 1 (Lot 1) and Annex 2 (Lot 2)**.

3.1. Lot 1 – Delivery of Skip Truck

The goods and services required are as follows:

- Skip truck
 - o Quantity: 2 (two) units to be **delivered to the Municipality of Nampula and Nacala**
- Requirements include:
 - o Specifications as described in Annex 1.
 - o Delivery with all necessary accessories and manuals.
- Associated services:
 - o Initial inspection and acceptance testing in the presence of Enabel and municipal representatives.
 - o Operator training covering safe operation and routine maintenance of the truck, as well as handling of containers.
 - o Warranty services, including a minimum warranty period of 12 months.
- Delivery timeframe:
 - o Full delivery, including inspection and acceptance, must be completed within 120 calendar days after the award letter, unless otherwise agreed in writing.

3.2. Lote 2 – Delivery of Tipper Truck

The goods and services required are as follows:

- Tipper truck
 - o Quantity: 1 (one) unit to be **delivered to the Municipality of Nacala**.
- Requirements include:
 - o Specifications as described in Annex II.
 - o Delivery with all necessary accessories and manuals.
- Associated services:
 - o Initial inspection and acceptance testing in the presence of Enabel and municipal representatives.
 - o Operator training, covering safe operation and routine maintenance of the truck.
 - o Warranty services, including a minimum warranty period of 12 months.
- Delivery timeframe:
 - o Full delivery, including inspection and acceptance, must be completed within 120 calendar days after the award letter, unless otherwise agreed in writing.

4. Payment Schedule

For both lots, payments will be made in two instalments linked to the delivery and acceptance of the equipment, upon submission of invoices and acceptance certificates signed by Enabel and municipal representatives.

Tasks	Payment (% of contract value)
1. Delivery and preliminary inspection of all equipment	80%
2. Provisional acceptance after testing and operator training	20%

Remarks:

- All payments are subject to satisfactory completion of the corresponding milestone and submission of the required documentation.
- The supplier is responsible for all costs related to transport, unloading, and insurance up to final acceptance.
- The equipment will be inspected and tested by the Municipal Goods and Assets Reception Committee upon delivery in a single lot, and any deviation from the technical specifications will result in non-acceptance of the goods.

5. Miscellaneous Provisions

5.1. Language

All correspondence, documentation, and technical materials related to this contract shall be provided in English or Portuguese.

- Technical manuals may be in English; however, the supplier must provide translated summaries in Portuguese for operator training and basic maintenance purposes.

5.2. Insurance

The supplier must ensure that all supplied equipment:

- Complies with applicable safety regulations, including occupational health and safety standards for operators.
- Complies with environmental protection standards, including noise and emissions regulations.

5.3. Civil Insurance and Liability

- The supplier shall be fully responsible for the goods until final acceptance, including during transport, unloading, and storage at the delivery site.

5.4. Training and Manuals

The supplier shall provide:

- Operator training for municipal staff, including safe operation, basic troubleshooting, and preventive maintenance.
- User manuals and maintenance guides for all equipment, preferably in Portuguese or accompanied by key translated sections.

5.5. Warranty

A minimum warranty period of 12 months shall apply to all supplied equipment, starting from the date of final acceptance.

The warranty shall cover:

- Repair or replacement of defective components or parts.
- On-site service response within an agreed timeframe.
- Availability of spare parts for at least five years after delivery.

6. Selection criteria

Through the documents required in the selection process, and for each lot respectively, the tenderer must demonstrate that it is sufficiently capable, from both an economic and financial as well as a technical standpoint, to successfully execute this public contract.

Only tenderers who meet all the minimum requirements listed below will be considered for further evaluation.

1. References

- At least two (2) successfully completed contracts within 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 tenderer must provide:
 - Name of the client and contact details.
 - Description of the equipment supplied.
 - Date of delivery and contract value.
 - Certificate or letter of satisfactory performance signed by the client.

2. Local Presence and After-Sales Support

- The tenderer must demonstrate its capacity to provide maintenance and warranty services in Mozambique, either directly or through an authorized local partner.
- Supporting evidence shall include:
 - Address and contact details of a local workshop or representative.

3. Technical Specifications of the Equipment

- **The tenderer must complete Annex 1 (Lot 1) and Annex 2 (Lot 2)**
 - **Technical Specifications Table, providing comprehensive details for each item offered.**
- In addition, the tenderer must submit technical data sheets for each proposed equipment. The technical data sheets shall include:
 - Photographs of the equipment.
 - Drawings or diagrams showing dimensions and main components.
 - Detailed technical specifications, including brand, type, model, and key functions.
- Offers with incomplete documentation or non-compliant equipment may be rejected as non-compliant.

7. Financial Proposal and Requested Documents

The financial proposal shall be submitted in a document separate from the technical proposal, in the format specified below.

The proposal must include a fixed total amount, which shall fully cover:

- The cost of the equipment;
- Transport, unloading, and delivery to the designated locations in Mozambique;
- Operator training;
- All applicable taxes and duties.

Breakdown of the Fixed Amount by Item (Lot 1)

Item	Quantity	Unit	Unit Cost (EUR excl. VAT)	Custo total (EUR exc IVA)
Skip Truck	2	Lump sum	€	€
Training of operators (2 drivers 2 operators)	1	Lump sum	€	€
Total		Lump sum	€	€

Breakdown of the Fixed Amount by Item (Lot 2)

Item	Quantity	Unit	Unit (EUR VAT)	Cost excl.	Custo total (EUR IVA) exc
Tipper Truck	1	Lump sum	€		€
Training of operators (2 drivers and 2 operators)	1	Lump sum	€		€
Total		Lump sum	€		€

8. Award Criteria

The contract will be awarded to the lowest-priced tender among those that fully meet the selection criteria and the technical specifications set out in Annex 1, separately for each of the two lots.

9. Annex

- Annex 1 – attached
- Annex 2 - attached

9.1. 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.

6 SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

- 1.1. The tenderer must submit a statement of the total turnover, for the last three available financial years.
- 1.2. The tenderer must have achieved an average annual turnover of at least EUR 110,000 over the last three financial years.
- 1.3. Two References of similar assignments over the last 3 years (2023, 2024 and 2025)

2. FINANCIAL SOLVENCY

- 2.1. The tenderer must provide evidence of financial solvency.
- 2.2. The financial solvency will be evaluated based on the approved Financial Statements for the last three years, deposited with the National Bank of Belgium.
- 2.3. For Belgian tenderers: Tenderers who have already deposited their approved Financial Statements with the National Bank of Belgium are not required to include them in their tender, as the contracting authority can access these documents via the federal authority's digital portal. However, tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years must include them in their tender submission. This obligation also applies to recently approved Financial Statements that have not yet been deposited due to the legal deposit deadline not having expired.
- 2.4. For Belgian tenderers: For individual undertakings, a document listing all assets and liabilities, prepared by an IEC/IAB accountant or a registered auditor, will suffice.
 - (a) The document must be certified as accurate by the IEC/IAB accountant or registered auditor, as applicable.
 - (b) The document must reflect the most recent financial conditions, dated no more than 6 months prior to the tender opening date.
 - (c) If the enterprise has not yet published its Financial Statements, an interim balance, certified by the IEC/IAB accountant or registered auditor, will be accepted.
- 2.5. For foreign tenderers: Foreign tenderers must include:
 - (a) Their approved Financial Statements for the last three financial years, or
 - (b) A document listing all assets and liabilities of the enterprise.
 - (c) If the enterprise has not yet published its Financial Statements, an interim balance certified by an accountant or registered auditor, or by the relevant authority in the country concerned, will suffice.

3. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the supplier may wish to subcontract.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) List of subcontractors (see clause 2 of chapter 8 Forms);
- (c) Tender form - Prices (clause 3 of chapter 8 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 5 of chapter 8 Forms);
- (e) The European Single Procurement Document (ESPD) (for each participant for tenders submitted by a group as well as for other entities, in particular subcontractors or independent subsidiaries, whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude) (see clause 11 of chapter 3 Award Procedure);
- (f) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
- (g) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- (h) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
- (i) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (j) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (k) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

1. IDENTIFICATION FORM



Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

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

Financial Identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ²	
IBAN/ACCOUNT NUMBER ³	
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)	

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:

Assinatura precedida da menção «lido e aprovado», por escrito, e indicação do nome e cargo da pessoa que assina:

Place, date

2. LIST OF SUBCONTRACTORS

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

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)	Other entity within the meaning of paragraph 1 ^{er} of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

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

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. The tender also includes **a separate ESPD** for the entities in the meaning of paragraph 1.

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

3. TENDER FORM - PRICES - LOT 1

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

Item	Quantity	Unit price	Total price	VAT
Skip Truck	2	/	€	%
Training of operators (2 drivers 2 operators)	1	/	€	%
Total price VAT excluded			€	
VAT rate				
Total price VAT included			€	

4. TENDER FORM - PRICES - LOT 2

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

Item	Quantity	Unit price	Total price	VAT
Tipper Truck	1	/	€	%
Training of operators (2 drivers and 2 operators)	1	/	€	%
Total price VAT excluded			€	
VAT rate				
Total price VAT included			€	

5. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

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

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

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

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

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

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

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

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