TENDER SPECIFICATIONS

Public service contract for "**Consultancy Services for the Development of a Toolkit to Support the Establishment of Small-Scale Public-Private Partnerships (SSPPPs) in Mozambique's Urban Solid Waste Sector**"

Reference №: **MOZ22006-10137**

Country: **Mozambique**

Direct Negotiated Procedure with Prior Publication

Deadline for requesting clarifications:	Until the **tenth day** before the deadline for submission of tenders
Deadline for submission of tenders:	**24 November 2026** at **12PM (Mozambique time)**

Belgian development agency

enabel.be

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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

1.4. **Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different "permanent establishments" in partner countries, who are 'customer' in the sense of tax legislation.[1] As a result, services of this contract are deemed to be located in Mozambique and applicable tax legislation is legislation of Mozambique. For more information on this tax regime, you can contact Contracts management team, (clause 3 of chapter 3 Award Procedure).**

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) Enabels policy regarding sexual exploitation and abuse – June 2019;

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

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

[1] **Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).**

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 service contract for provision of: support the identification, structuring and initial implementation of at least three SSPPP pilot initiatives.

2. LOTS

2.1. This public contract is not divided into lots.

3. ITEMS

3.1. 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 contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

4.1. This public contract starts **upon kick-off meeting** and lasts for **22 (twenty-two) weeks**.

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 a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following official platform:
(a) The Belgian Public Tender bulletin (https://www.publicprocurement.be/bda)

2.2. The following platforms:

(a) Website of Enabel (www.enabel.be);

(b) Local newspaper

3. FURTHER INFORMATION

3.1. **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.

3.2. **Requesting clarifications**

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

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

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

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

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

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when

the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

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

5. DATA TO BE INCLUDED IN THE TENDER

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

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

(a) English.

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

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

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

1. Identification form (clause 1 of chapter 8 Forms);
2. List of subcontractors (clause 2 of chapter 8 Forms);
3. Tender form - Prices (clause 3 of chapter 8 Forms);
4. Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
5. Financial identification (clause 5 of chapter 8 Forms);
6. Integrity Statement (clause 6 of chapter 8 Forms);
7. Certificate of registration;
8. Power of attorney;
9. Criminal record of the legal representative/company;
10. Certificate of payment of taxes;
11. 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.

5.6. 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).

5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);

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

(d) The association agreement signed by each participant, clearly showing who represents the association.

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

5.9. 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.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

7.1. This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.

7.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

8.1. The tenderer is to include in his global prices any charges and taxes generally applied to services according to the applicable tax legislation of Mozambique, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.
As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**.
For the provision of services in Mozambique, the attention of tenderers who are non-tax residents of Mozambique is drawn to the tax on the profits of non-residents (20% (or possibly 32% or 10%)) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Mozambique.
The 20% (or possibly 32% or 10%) non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

8.2. The global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:

(a) Administrative management and secretariat services;

(b) Documentation related to the services;

(c) Delivery of documents or records associated with the performance of the contract.

(d) Acceptance costs.

8.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

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

9.2. For this public contract, tenders will be submitted on paper on one original copy and a USB stick to the following address: **385 Zimbabwe ave, Maputo, Mozambique**

9.3. **Tenders must be submitted no later than 24 November 2026 at 12PM (Mozambican time)** and the technical and financial proposal must be separated.

9.4. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by mail or email does not satisfy the requirements of Article 14, § 6 and 7 of the Law of 17 June 2016 on public procurement. A tender submitted by mail or email will be discarded.**

10. TENDER SIGNATURE

10.1. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.

10.2. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

11.1. Tenders must be in the possession of the contracting authority before **24 November 2026** at **12PM (Mozambican time)**.

11.2. Tenders are opened behind closed doors.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).

12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators 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.

12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.

12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.

12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.

12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.

12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.

13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:

(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.

13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the

contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

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

14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.

14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.

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

14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the succesful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

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

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Methodology, Workplan, CV's and experience	70	See breakdown on page 35
Price	30	Points tender A = (amount of lowest tender) / (amount of tender A) × 30

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

16. AWARDING THE PUBLIC CONTRACT

16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose

either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

17. CONCLUDING THE CONTRACT

17.1. The contract is formed upon notification to the succesful tenderer of the approval of their tender.

17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

17.3. The full public contract consists of the following documents:

(a) These tender specifications and their annexes;

(b) The approved BAFO and all of its annexes;

(c) The registered letter notifying the award decision;

(d) Any later documents accepted and signed by both parties, as appropriate.

17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.

2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

1.1. The managing official for this public contract is **Vicente Matsinhe**, email: vicente.matsinhe@enabel.be. The managing official is responsible for overseeing the performance of the contract.

4.1. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.

4.2. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, 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.

4.3. 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.

4.4. 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. Service providers 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. Service providers 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 service provider, 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 service provider**

Where during contract performance, the service provider 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 service provider 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 service provider will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

7.1. The contracting authority **acquires** the intellectual property rights created, developed, or used during performance of the 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 the contract, 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 services. 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 service provider '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 service provider and, where relevant, that of the third party that made the deposit on the service provider '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 services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after acceptance of the entire contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

The services 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 SERVICE PROVIDER (ART. 38/3, °1)

10.1. Scope

The clause may be applied in case the service provider 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 service provider 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 service provider.

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 service provider '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 service provider), the contracting authority shall address itself:

(a) either successively, according to the ranking, to the other regular the 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 service provider. 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 service provider, and compared to the original tender of the new service provider. 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 service provider), 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 service provider 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 service provider 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 service provider 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.

12.4. The service provider 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 calender 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 service provider 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 service provider 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 service provider 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 service provider 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 service provider should normally have known about them.

15.2. The service provider 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. 147)

16.1. The service provider must complete the services within **22 (twenty-two) weeks**, starting from **the day after the kick-off meeting.**

17. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address: **The assignment shall be implemented in Mozambique, with coordination in Maputo and activities in selected municipalities. Some tasks may be carried out remotely, subject to approval by Enabel.**

18. INSPECTION OF THE SERVICES (ART. 150)

18.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.

18.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

19. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

19.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.

19.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

SECTION (G) - MEANS OF ACTION

20. FAILURE OF PERFORMANCE (ART. 44)

20.1. The service provider 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 service provider 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 service provider either by registered post or e-mail (with proof of the exact dispatch date).

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

20.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the “GIR”.

21. FINES FOR DELAY (ART. 46 AND 154)

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

21.2. Fines for delay are calculated, according to Article 154 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.

21.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.

21.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

22. MEASURES AS OF RIGHT (ART. 47 AND 155)

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

22.2. 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 service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

23. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

23.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

23.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.

23.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 24).

23.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.

23.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

24. INVOICING AND PAYMENT (ART. 66-72 AND 160)

24.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.

24.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.

24.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Invoice.moz@enabel.be**.

24.4 Payment will be made in accordance with one of the following arrangements: Refer to page 34

25. ADVANCE PAYMENTS

25.1. Notwithstanding clause 24.2 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 service provider.

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.

25.2. 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.

25.3. 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.

25.4. Payment of the advance may be suspended if it is found that the service provider 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.

25.5. 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

1. BACKGROUND AND CONTEXT

1.1 The Mitigation Action Facility Support Programme (MSP)

The Government of Mozambique, through the Ministry of Agriculture, Environment and Fisheries (MAAP) and the National Fund for Sustainable Development (FNDS), is implementing the Mitigation Action Facility Support Programme (MSP) on Urban Solid Waste Management. The MSP is co-financed by the Mitigation Action Facility and the Belgian Agency for International Cooperation (Enabel), with implementation in three fast-track municipalities: Nampula, Nacala, and Pemba. The project operates under the national Presidential Initiative ValoRe and is fully aligned with Mozambique's Nationally Determined Contribution (NDC), which targets a reduction of approximately 76.5 $MtCO_2eq$ by 2030, of which the waste sector contribution is significant.

The MSP aims to displace the current practice of uncontrolled dumpsites by financing the construction and operation of Material Recovery Facilities (MRFs), composting facilities, and sanitary landfills with methane capture. The MSP Financial Component combines public investment (CAPEX grants through public procurement) and Results-Based Financing (RBF) grants per tonne of recyclable material recovered. To ensure financial sustainability beyond the MSP period, the Government is introducing an Environmental Tax on Packaging (TAE) and strengthening municipal waste fee systems.

A central feature of the MSP's business model is the engagement of private operators through Public-Private Partnerships (PPPs) for waste treatment infrastructure. The MSP envisions private sector participation in the operation of MRFs and sanitary landfills, with the public sector covering initial CAPEX to reduce barriers to entry. However, the current MSP has identified significant institutional, legal, and financial barriers to scaling up this PPP approach to additional municipalities and sectors beyond the three fast-track sites.

1.2 The Case for Small-Scale PPPs in Mozambique

Conventional large-scale PPP frameworks are often ill-suited to the scale, context, and institutional capacity of Mozambican municipalities. The WAPPP Guidelines for Small-Scale Public-Private Partnerships (July 2025) define SSPPPs as smaller-sized infrastructure or service delivery partnerships between the public and private sectors, typically more community-focused and implemented at the municipal or subnational level. These guidelines identify SSPPPs as a vital, scalable instrument for advancing the Sustainable Development Goals, particularly in solid waste management, water and sanitation, energy, and social infrastructure.

SSPPPs are particularly relevant for Mozambique because: (i) the country's municipalities face significant fiscal constraints and limited access to capital markets; (ii) the private sector — particularly MSMEs and informal operators — is already active in waste collection, recycling, and value chain activities; (iii) the MSP has established a precedent for results-based and PPP-structured interventions that can be adapted and replicated at scale; and (iv) the national regulatory framework, while not yet tailored for SSPPPs, provides a foundation that can be strengthened through targeted reforms.

1.3 The Community Management Concession (CMC) Approach: PPPs as Inclusive Facility Management

A specific and particularly promising SSPPP approach, directly relevant to the Mozambican context, is the Community Management Concession (CMC) approach to PPP-based public facility management. The CMC approach draws on well-established global models including Community Asset Transfer (CAT) (widely practiced in the UK and Commonwealth countries), Delegated Community Management (*Gestion Deleguee Communautaire*, widely applied in Francophone and Lusophone Africa through GIZ, AFD, and UNICEF programming in WASH and market infrastructure), and Community Management Contracts (as defined by the World Bank PPP Knowledge Lab for subnational infrastructure). Under the CMC approach, a PPP is conceived not primarily as a financing instrument but as an inclusive governance mechanism for the long-term activation and stewardship of public spaces and community facilities. The process begins with a structured capacity-

building and co-design phase — conducted with the beneficiary community before any contract is signed — that ensures local ownership of the design, governance, and business model of the facility.

Once the co-design process is complete, a long-term contract is signed between the district or municipality, as the institutional 'owner', and the beneficiaries — whether community associations, MSMEs, waste pickers' cooperatives, or mixed-use operators — as the 'users'. This contract delegates to the users the responsibility to manage and progressively move toward ownership of the facility, while simultaneously ensuring a defined return on investment and the achievement of agreed social, economic, and environmental objectives. Infrastructure is understood not as an endpoint but as the foundation of an evolving local ecosystem in which communities become active stewards rather than passive beneficiaries.

The CMC approach has demonstrated measurable outcomes: in several documented cases, this model contributed to the doubling of local revenues from managed facilities, and in some contexts enabled communities to collectively mobilize funding for the ongoing upkeep and improvement of shared spaces — without additional public subsidy. The result is more durable infrastructure, stronger local economies, greater social cohesion, and community ownership that sustains transformation well beyond the initial investment period.

In the context of Mozambique's waste sector, the CMC approach is directly applicable to a range of facility typologies supported by the MSP, including: neighbourhood-level Material Recovery Facilities managed by waste picker cooperatives or MSMEs; community composting facilities operated under co-management agreements with peri-urban farming associations; informal market waste management franchises; and recycling collection points managed by community associations in secondary cities. The SSPPP Toolkit shall incorporate the CMC framework as a core design principle, ensuring that PPP contracts in the waste sector are structured to progressively transfer management responsibility and economic ownership to local actors.

1.4 Rationale for the Study

ValoRe supports the transition from uncontrolled disposal of municipal solid waste towards improved waste management systems, including waste recovery, composting, recycling, material recovery facilities, sanitary disposal, private sector participation and more sustainable financing mechanisms. The programme also seeks to strengthen the role of municipalities, national institutions and private/community-based actors in delivering practical waste management solutions.

This consultancy is also aligned with the objectives of the National Climate Finance Strategy (ENFC) 2025–2034, approved by the Ministry of Planning and Development, which identifies the waste sector as responsible for 2.4 $MtCO_2eq$ (2.6%) of national greenhouse gas emissions and recognises that, given the significant climate finance gap in relation to the needs associated with the NDC, it is essential to diversify and innovate the instruments for resource mobilisation. Under its Strategic Area 5 – Access to Climate Finance, the ENFC specifically provides, through Action 5.4, for the design and testing of pilot blended finance instruments that combine public capital — guarantees, co-financing and conditional grants — with private capital in strategic sectors, as well as, through Action 5.6, for strengthening climate finance mobilisation capacity at provincial and municipal level. The SSPPP model to be developed under this consultancy, based on the combination of CAPEX grants, results-based financing and private capital around municipal waste management infrastructure, constitutes a practical and replicable application of these principles. The Toolkit produced should therefore also contribute, as a pilot experience, to the development of the national blended finance framework envisaged by the ENFC.

Previous and ongoing work under ValoRe/MSP and related interventions has already produced important technical and analytical inputs, including municipal solid waste management plans, waste valorisation surveys, legal and regulatory analyses on PPPs and concessions, institutional assessments, market assessments, financial models and operational planning tools.

The service provider shall use existing evidence as the starting point and shall focus on translating available knowledge into structured and implementable Small-Scale Public-Private Partnership (SSPPP) pilots in the municipal solid waste sector.

The need is to support MAAP, FNDS, ANAMM and selected municipalities in moving from analysis to action through the preparation of concrete pilots, business cases, financial models, procurement documents, contract templates, market sounding and practical capacity building.

1.5 Description of needs

Selected Mozambican municipalities face operational, financial and institutional constraints in the delivery of solid waste services. At the same time, local SMEs/MSMEs, cooperatives, associations, waste pickers, recyclers, composting actors, transport operators and informal operators already participate in different segments of the waste value chain.

There is therefore an opportunity to structure small-scale PPPs and related contractual arrangements that can support:

- recovery of recyclable materials;
- valorisation of organic waste;
- selective collection and transport;
- operation of ecopoints or aggregation points;
- linkages with MRFs and composting facilities;
- management of market waste;
- inclusion of SMEs/MSMEs, cooperatives, waste pickers and women-led initiatives;
- improved municipal service delivery and cost recovery.

The assignment shall support the identification, structuring and initial implementation of at least three SSPPP pilot initiatives.

2. OBJECTIVES

2.1 Overall Objective

The overall objective of this assignment is to provide technical assistance to MAAP, FNDS, ANAMM and selected municipalities for the structuring and initial implementation of at least three Small-Scale Public-Private Partnership pilots in municipal solid waste valorisation in Mozambique.

2.2 Specific Objectives

The specific objectives are to:

1. review existing studies, plans, surveys, assessments and models, and identify only critical gaps required for pilot structuring;
2. identify, screen and prioritise at least three SSPPP pilot opportunities in selected municipalities;
3. prepare technical, financial, legal, institutional, procurement and contractual instruments for each selected pilot;
4. conduct market sounding with SMEs/MSMEs, cooperatives, recyclers, waste pickers, transport operators, composting actors and other relevant private/community-based actors;
5. support municipalities and national institutions in selecting the most appropriate legal and contractual route for each pilot;
6. deliver practical capacity building through a learning-by-doing approach linked to the selected pilots;
7. produce a practical SSPPP replication toolkit for future use by MAAP, FNDS, ANAMM and municipalities.

3. EXPECTED RESULTS

By the end of the assignment:

- at least three SSPPP pilots shall be selected and fully structured;
- each pilot shall have a business case, business model, financial model, risk matrix, implementation plan and KPI framework;
- market sounding shall be completed and documented;
- procurement and contracting packages shall be prepared for the selected pilots;
- practical training shall be delivered to MAAP, FNDS, ANAMM and municipalities;
- a replication toolkit shall be available for scaling up similar initiatives in other municipalities.

4. SCOPE OF WORK

The study is structured around three core components, designed to be executed concurrently where possible to maximise efficiency within the 22-week timeframe:

1.2. Task 1 – Inception, evidence review and confirmation of implementation approach

The service provider shall:

- hold an inception meeting with Enabel, MAAP, FNDS, ANAMM and selected municipalities;
- review existing documentation, including integrated municipal solid waste management plans, waste valorisation surveys, PPP/concession legal analyses, institutional assessments, financial models, market studies and other relevant programme documents;
- prepare an evidence review matrix identifying which documents will be used, which findings are already available, and which elements shall not be duplicated;
- identify critical information gaps strictly necessary for structuring the pilots;
- confirm the methodology, work plan, stakeholder engagement plan and quality assurance process;
- propose pilot selection criteria for approval.

1.3. Task 2 – Identification and selection of SSPPP pilot opportunities

The service provider shall:

- identify a longlist of potential SSPPP opportunities in the target municipalities;
- assess opportunities related to organics valorisation, recyclable recovery, selective collection, transport, aggregation, ecopoints, MRF linkages, composting, market waste management and other feasible waste solutions;
- develop a pilot screening matrix;
- apply criteria including technical feasibility, municipal priority, market interest, financial viability, environmental benefit, social inclusion, gender potential, readiness and replicability;
- recommend at least three pilots for structuring;
- facilitate a decision-making session with Enabel, MAAP, FNDS, ANAMM and municipalities to validate the selected pilots.

1.4. Task 3 – Technical, financial, legal and institutional structuring of selected pilots

For each selected pilot, the service provider shall prepare:

- technical concept note;
- service description and operational model;
- business case;
- business model;
- financial model in editable Excel format;
- CAPEX and OPEX estimates;
- revenue streams and affordability analysis;
- subsidy or viability gap requirements, where applicable;
- risk allocation matrix;
- proposed institutional arrangement;
- proposed contract type and legal route;
- roles and responsibilities of municipality, operator, FNDS, MAAP, ANAMM and other actors;
- KPIs and reporting requirements;
- environmental, social, gender and occupational health and safety considerations;
- implementation plan with milestones.

1.5. Task 4 – Market sounding and private sector/SME mapping

The service provider shall:

- identify and map relevant SMEs/MSMEs, cooperatives, recyclers, waste pickers' associations, transport operators, composting actors, buyers of recyclables and other private/community-based actors;
- prepare a market sounding questionnaire and engagement plan;
- conduct structured market sounding sessions in coordination with the municipalities;
- assess market appetite, operational capacity, constraints, investment interest and perceived risks;
- test the feasibility of the proposed pilot business models;
- revise the pilot structuring documents based on market feedback.

1.6. Task 5 – Procurement and contracting support

For each selected pilot, the service provider shall prepare a procurement and contracting package, including:

- recommended procurement or selection route;
- tender or simplified selection document;
- bidder instructions;
- technical specifications or service requirements;
- eligibility and evaluation criteria;
- draft contract or agreement template;
- KPI and performance monitoring framework;
- payment mechanism, including performance-based payments where applicable;
- reporting templates;
- contract management checklist;
- implementation and mobilisation plan.

The service provider shall ensure that all documents are practical, proportionate to the scale of the pilots and aligned with applicable Mozambican legislation, including PPP/concession rules, municipal competences and public procurement requirements.

1.7. Task 6 – Practical capacity building and institutional strengthening

The service provider shall design and deliver practical training to MAAP, FNDS, ANAMM and municipalities. The training shall be linked directly to the selected pilots and shall use real pilot documents as training material.

Training modules shall cover, at minimum:

- principles of PPPs and SSPPPs;
- SSPPPs in municipal solid waste management;
- identification and screening of SSPPP opportunities;
- business case preparation;
- business model design;
- financial modelling and affordability analysis;
- procurement and tender evaluation;
- contract negotiation and contract management;
- KPI monitoring and performance-based payments;
- risk allocation;
- engagement with SMEs/MSMEs, cooperatives and informal waste actors;
- gender, social inclusion and community participation;
- occupational health, safety and environmental safeguards in waste operations.

The service provider shall prepare training materials, attendance lists, practical exercises and short training reports.

1.8. Task 7 – SSPPP replication toolkit and final implementation report

The service provider shall prepare a concise SSPPP Replication Toolkit based on the pilots. The toolkit shall include:

- project screening checklist;
- pilot selection criteria;
- business case template;
- financial model template;
- risk matrix template;
- market sounding guide;
- procurement template;
- contract management checklist;
- KPI framework;
- lessons learned;
- recommendations for scaling up to other municipalities.

The final implementation report shall summarise the assignment, outputs delivered, decisions taken, remaining risks and recommended next steps.

5. METHODOLOGY

The service provider shall propose a detailed methodology in its technical offer. All deliverables shall be submitted in both English and Portuguese. Each deliverable shall include a concise executive summary not exceeding one page.
The study shall be conducted using a mixed-methods approach combining desk review, quantitative financial modelling, qualitative fieldwork, and co-design processes guided by the following principles:

5.1 Evidence-Based Analysis

The consultant shall ground all findings in documented evidence, including the MSP project documents, Mozambican legislation and regulations, municipal financial data, sector assessments, and international good practice literature. The consultant shall also draw on the MSP's own M&E data and results-based financing experience.

5.2 Participatory and Inclusive Approach

Consistent with global good practice and the recommendation for strong community and stakeholder consultation, the study shall adopt a participatory methodology that ensures the voices of municipalities, private sector actors, including informal operators and waste pickers, community organisations, women and youth are reflected in the Toolkit. The consultant shall ensure gender-disaggregated data collection and analysis throughout.

5.3 Practical and Context-Sensitive Design

The toolkit shall be designed for practical implementation within Mozambique's institutional, fiscal, and market realities. It shall propose reforms and actions that are sequenced, costed, and achievable within the MSP implementation period (2024–2029) and the medium term (to 2030).

5.4 Alignment with MSP and National Frameworks

All recommendations shall be explicitly cross-referenced with the MSP Theory of Change, the Mitigation Action Facility guidelines, Mozambique's NDC, the NCCAMS (2013–2025), the Integrated Urban Solid Waste Management Strategy, and the Presidential Initiative ValoRe. The Toolkit shall not duplicate but rather extend and institutionalize the MSP's PPP approach.

5.5 Co-Design as a Methodological Principle

Consistent with the CMC approach, the study shall itself model the co-design principles it recommends. The consultant shall not arrive at target municipalities with a pre-determined Toolkit framework for validation; instead, the development of each pillar of the Toolkit shall be informed by findings generated through genuine community and stakeholder co-design.

6. LOCATION AND DURATION

6.1 Location

The assignment shall be implemented in Mozambique, with coordination in Maputo and activities in selected municipalities. Some tasks may be carried out remotely, subject to approval by Enabel.

6.2 Duration

The indicative implementation period is 22 weeks from contract kick-off meeting. Tenderers may propose a refined work plan, provided that all deliverables are completed within the maximum contractual period (9 months).

7. DELIVERABLES

The service provider shall submit all deliverables in editable format. Main reports shall be submitted in English and Portuguese, unless otherwise agreed. Training materials, templates, financial models and procurement documents shall be submitted in formats that allow future use and adaptation by Enabel, MAAP, FNDS, ANAMM and municipalities.

The consultant shall produce the following deliverables:

#	Ref.	Deliverable	Due time	Description
PHASE 1	D1	Inception Report	Week 2	Methodology, work plan, stakeholder plan, pilot selection criteria, evidence matrix, non-duplication approach, risk register
	D2	SSPPP Pilot Identification and Selection Report	Week 4	Longlist, shortlist, screening matrix, justification for at least three selected pilots, validation workshop/session minutes
PHASE 2	D3	Business Cases, Business Models and Financial Models	Week 8	For each pilot: technical concept, business case, business model, financial model, CAPEX/OPEX, revenues, subsidy needs, risks, KPIs, institutional arrangement
	D4	Market Sounding and Capacity-Building Report	Week 14	SME/MSME mapping, market sounding results, stakeholder feedback, training modules, attendance lists, training materials, lessons from learning-by-doing sessions
PHASE 3	D5	Procurement and Contracting Package	Week 18	Tender documents, bidder instructions, evaluation criteria, contract template, KPI framework, payment mechanism, reporting templates, contract management checklist
	D6	SSPPP Replication Toolkit and Final Implementation Report	Week 22	Toolkit, templates, final report, lessons learned, next steps, scale-up recommendations, final editable files

8. GOVERNANCE STRUCTURE

The assignment shall be supervised by Enabel in coordination with MAAP, FNDS, ANAMM and selected municipalities.

A technical steering group shall be established and shall include representatives of Enabel, MAAP, FNDS, ANAMM and the municipalities. The steering group shall:

- validate the inception report;
- approve pilot selection criteria;
- validate selected pilots;
- review key deliverables;
- provide strategic guidance;
- facilitate access to existing documents and stakeholders.

The service provider shall participate in regular coordination meetings, at least every two weeks. Short progress updates shall be submitted before each coordination meeting.

Draft deliverables shall be reviewed within ten working days of submission. The service provider shall incorporate consolidated comments within five working days, unless otherwise agreed.

Any risk of delay, non-performance or disagreement shall be escalated to Enabel's contract manager and the technical steering group.

9. CONSULTANCY PROFILE MININUM REQUIREMENTS

The consulting firm or consortium shall propose a multidisciplinary team. Tenderers may combine roles where justified, provided that all required competences are covered.

Expert	Minimum requirements
Team Leader/ PPP Transaction Advisor	Masters degree in economics, finance, law, engineering, public administration or in a field related to the role; at least 10 years of professional experience working with municipal PPPs; involved in at least 3 PPP, concession or transaction advisory assignments; experience in Sub-Saharan Africa; ability to coordinate multidisciplinary teams.
Solid Waste Management and Circular Economy Specialist	Degree in environmental engineering, waste management, urban services or in a field related to the role; at least 7 years of experience in solid waste management, municipalities ecopoints, informal sector or composting; experience with recycling, composting, collection or waste valorisation.
Legal and Procurement Specialist	Degree in law, management, public administration or related field; at least 8 years of experience with small-scale concessions, municipal service contracts or PPPs in the waste sector; demonstrated knowledge of Mozambican public procurement, PPP, concession or municipal contracting frameworks; experience drafting procurement and contract documents.
Financial Modelling / Project Finance Specialist	Degree in finance, economics, accounting or in a field related to the role; at least 7 years of experience with RBF, viability gap funding, municipal finance, waste tariffs or blended finance; demonstrated experience preparing financial models for infrastructure, public services or PPPs.
Institutional Capacity Building and Training Specialist	Degree in public administration, organisational development, education, environmental management or in a field related to the role; at least 5 years of experience designing and delivering training or capacity-building programmes.
Gender, Social Inclusion and Community Engagement Specialist	Degree in social sciences, gender studies, community development or or in a field related to the role; at least 5 years of experience in stakeholder engagement, gender inclusion or community participation.
Environmental and Social Safeguards Specialist	Degree in environmental management, environmental engineering, social sciences, community development, OHS or related field; minimum 7 years of experience in environmental and social safeguards involved in assignments related to infrastructure, municipal services, waste management, urban development or donor-funded projects;
At least one of the team members	At least 5 years working experience in Mozambique; Portuguese working capacity.

10. INDICATIVE TIMELINE AND PAYMENT INSTALMENTS

Payment instalments will follow the schedule below, and each payment is subject to prior approval by Enabel. The study shall be completed within 22 weeks from the date of contract signature.

Phase	Key Deliverable	Timeline	Payment Schedule
Phase 1	D1: Inception Report D2: Selection Report	Week 1-4	30%

Phase	Key Deliverable	Timeline	Payment Schedule
Phase 2	D3: Business Cases, Business Models and Financial Models (for a total of three sites) D4: Market Sounding and Capacity-Building Report	Week 5 - 14	30%
Phase 3	D5: Procurement and Contracting Package D6: SSPPP Replication Toolkit and Final Implementation Report	Week 15-22	40%

11. BIDDING

6.3 Documents required

Interested consultants or consulting firms are invited to submit their proposals, including a detailed methodology, work plan, budget, CVs and diplomas of key personnel.

All CVs of the proposed experts must be attached and meet the aforementioned expertise and experience.

6.4 Evaluation and awarding criteria

Criteria	Score
Methodology – *the tenderer shall describe, in a note of maximum 5 pages, the methodology that will be used to implement all services set out in the ToR.* *Key points for evaluation include, but are not limited to:* - *Clarity of methodology* - *Understanding of the assignment* - *Confidence that the methodology can achieve the expected results within the requested timeframe* - *Adaptation to local context* - *Integration of diversity of actors involved and sectors implemented in Enabel Portfolio* - *Effectiveness and efficiency of the methodology*	20
Work plan – *the tenderer shall describe, in a note of maximum 3 pages, the work plan that will be followed to implement all services set out in the ToR.* *Key point of evaluation: the alignment and realism of the workplan compared to the proposed methodology and CV/Experience.* *Key point of evaluation: demonstration of capacity to achieve qualitative results within the requested time frame.*	20
CVs and experience – *to be considered for this tender process, the tenderer must propose CVs that meet at least the minimum requirements set for each expert under the consultancy profile.* *Key point of evaluation: clarity of presentation of experience and previous assignments in relation to the needs of this consultancy, the methodology and workplan.* *Key point for evaluation: relevant experience in small-scale PPPs, municipal service delivery, solid waste management, circular economy, procurement and contract structuring will be considered strong assets.*	30
Price – application of the rule of three	30
TOTAL	**100**

Tenderers must obtain a minimum technical score of 45 out of 70 points to qualify for the financial evaluation. Tenders that fail to meet this minimum threshold shall not proceed to the financial evaluation.

12. ELEMENTS TO BE INCLUDED IN THE PRICE

The service provider is expected to include all applicable fees and taxes, both unit and total, in their pricing, with the exception of value-added tax (VAT). The following expenses will be the sole responsibility of the service provider, including but not limited to:

- Fees.
- Local travel, insurance, visas and communication expenses.
- Per diems and accommodation costs.
- Administrative and secretarial costs.
- The cost of documentation is related to the services and possibly required by the contracting authority.
- The production and delivery of documents or pieces related to the execution of the services.
- Reception costs.
- All expenses, personnel costs, and material costs 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.
- Communications 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.

International air transport will be **reimbursed by Enabel**. These costs should not be included in the lump-sum price. Reimbursable expenses will be paid based on supporting documents. Enabel approval before incurring the expense is always required; otherwise, the expenditure cannot be reimbursed, even with supporting documentation.
All workshop expenses will be covered by Enabel.

6 SELECTION FILE

SELECTION CRITERIA

1. MINIMUM TURNOVER

1.9. The tenderer must submit a certified financial statement of the total turnover, for the last three available financial years (2023, 2024, 2025), depending on the date of establishment or the date on which the economic operator commenced his business activities, insofar as the relevant turnover figures are available.

1.10. The amount of the total turnover should be at least 70.000 euros

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.

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.

TECHNICAL AND PROFESSIONAL APTITUDE

The tenderer shall provide evidence of two (2) similar assignments successfully completed during the last three (3) years, including relevant references demonstrating the company’s experience and capacity to perform the required services.

3. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the service provider 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 4 of chapter 8 Forms);

(e) Integrity Statement;

(f) Financial identification form;

(g) Document certification of payment of taxes;

(h) Document certification of payment of social contributions;

(i) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);

(j) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);

(k) 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;

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

(m) 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);

(n) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

8 FORMS

1. IDENTIFICATION FORM

Enabel

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) *As indicated on the official document.*	
FIRST NAME(S) *As indicated on the official document.*	
DATE OF BIRTH *DD MM YYYY*	
PLACE OF BIRTH *(town, village)*	
TYPE OF IDENTITY DOCUMENT *(identity card, passport, driving licence etc.)*	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
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 *As indicated on the official document.*	
COMMERCIAL NAME *(if different from official name)*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
TYPE OF ORGANISATION *(Delete as appropriate)*	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
TELEPHONE NUMBER	
E-MAIL	

Identification form Public actor - entity

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

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 1er 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.

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

3. TENDER FORM - PRICES

The prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. The tenderer shall also provide a detailed financial breakdown for each phase, including the applicable man-day rates, distinguishing between assignments requiring an overnight stay and assignments not requiring an overnight stay, as well as any other relevant costs. The financial breakdown shall clearly identify the cost associated with each deliverable within each phase.

Item	Type	Total price with overnight stay	Total price without overnight stay
PHASE 1- D1, D2	Lump-sum price	€	€
PHASE 2- D3, D4	Lump-sum price	€	€
PHASE 3-D5, D6	Lump-sum price	€	€
Total price VAT excluded			€
VAT rate			%
Total price VAT included			€

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**

a. Participation in a criminal organization;

b. Corruption;

c. Fraud;

d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;

e. Money laundering or terrorism financing;

f. Child labor and other forms of trafficking in human beings;

g. Employment of third-country nationals in illegal residence;

h. Creation of offshore companies.

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

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

☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**

a. Breach of Enabel's policy on sexual exploitation and abuse;

b. Breach of Enabel's policy on fraud and corruption risk management;

c. Violation of local legislation concerning sexual harassment at work;

d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;

e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**

☐ **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**

☐ **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

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

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

5. FINANCIAL IDENTIFICATION

BANKING DETAILS	
ACCOUNT NAME [2]	
IBAN/ACCOUNT NUMBER[3]	
NIB	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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 of 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