REQUEST FOR PRICE

1. PROJECT		
NAME OF THE PROJECT:		**STEP Facility**
CODE OF THE PROJECT:		**MOZ22006**
2. OBJET OF THE REQUEST		
CONTRACT TITLE:		Acquisition of Two (2) Electric Three-Wheeled Vehicles (Tuk-Tuks)
REFERENCE:		MOZ22006-10173
DATE OF THE REQUEST:		November 20, 2026
3. GENERAL IMPLEMENTATION INFORMATION		
DELIVERY:		The Contract starts upon award notification and lasts no later than 45 calendar days from contract signature
PLACE OF DELIVERY AND INSTALLATION ADDRESS:		Av. Do Zimbabwe, N° 385, Maputo, Mozambique
PAYMENT:		Payment will be made after Final acceptance: both vehicles delivered, registered, insured, branded, commissioned; training done; documents handed over The invoice shall be in MZN. The invoice will mention the project code specified in Terms of Reference, "MOZ22006-10173- Acquisition of Two (2) Electric Three-Wheeled Vehicles (Tuk-Tuks)" and "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)". Invoice(s) shall be submitted to invoice.moz@enabel.be
4. INSTRUCTIONS TO TENDERERS		
QUESTIONS PRIOR TO SUBMISSION OF TENDERS: Any questions regarding the tender should be emailed to moz_csc_contracts@enabel.be		
SUBMISSION OF TENDERS:	DATE:	**December 7 at 12:00 PM (Mozambique Time)** at latest
	PLACE:	Tenderers may submit their offers electronically to Mailbox Procurement MOZ's electronic address at **tendersmoz@enabel.be**. The offer should be submitted in pdf format. The technical and financial offer must be separated. Only offers received within the deadline will be considered.
VALIDITY PERIOD OF TENDERS:		90 calendar days
5.SELECTION CRITERIA		Refer to page 6 of this Request for price
6. AWARD CRITERIA:		Price: 60 % Technical quality above minimum range 30% Delivery period shorter than 45 days 10%

5. TENDER DOCUMENTS		
N°	**TITLE**	**ANNEX N°**
1.	Tender form	Annex 1*
2.	Financial identification form	Annex 2*
3.	Declaration on honour	Annex 3*
4.	Integrity Statement	Annex 4*
5.	Financial proposal (lump-sum contract)	Annex 5*
6.	Contractual dispositions	Annex 6*
7.	Terms of Reference	Annex 7*
8.	Updated Certification of Registration	To be included in the proposal
10.	The statutes and any other document required to establish the power of attorney of the signer(s)	
11.	Certificate issued by the relevant social authority attesting to the payment of social security contributions. INSS	
12.	Certificate issued by the relevant tax authority attesting to the payment of taxes. Quitação	
13.	Technical documentation of the supplies / brochures - Technical note of maximum two pages explaining compliance with the requirements, the proposed delivery arrangements and the warranty	

* To be included in the proposal, the notification and these documents consisting of the full contract agreement.

Procurement of Two (2) Electric Three-Wheeled Vehicles (Tuk-Tuks)

PUBLICATION REFERENCE: MOZ22006-10173

1. BACKGROUND AND CONTEXT

1.1 The STEP Facility and Activity 2.1

The ongoing Belgian-Mozambique cooperation program established STEP as a flexible instrument to generate knowledge, strengthen capacities and act as a catalyst for climate-finance mobilisation in the sectors of Intervention 1 (energy, water, waste, losses and damage). Output 2 of STEP aims to strengthen the capacity of Mozambican public authorities to access, manage and monitor climate finance.

Activity 2.1 provides continuous technical assistance to the ministry leading climate-finance coordination. It covers internal coordination and higher-level buy-in, capacity building on priority climate-finance topics, intersectoral and inter-institutional collaboration to optimise access to finance for a just energy transition, joint programming and resource mobilisation, and preparation for international negotiations such as the COP.

1.2 Climate-finance and transport context

According to Mozambique's NDC, about USD 7.6 billion is needed for adaptation and mitigation actions over 2020–2025, and 77% of it remained to be mobilised. Transport is one of the climate-exposed, capital-intensive sectors named by the National Climate Finance Strategy, and it remains almost entirely dependent on imported fossil fuels.

In Maputo and other cities, motorised three-wheelers (*txopelas*) are a core part of informal public transport. Electrifying them is one of the most bankable mitigation options available to low- and middle-income countries:

- The World Bank's 2026 cost–benefit analysis of 40 LMICs finds that conventional three-wheelers cost more than four times as much per kilometre to run as electric ones, and that electric two- and three-wheelers already reach total-cost-of-ownership parity in many markets.
- Combustion vehicles emit on average three to four times more CO2 than battery-electric vehicles across those 40 countries, and two to four times more PM2.5 in the light-vehicle segments, including power-generation emissions.
- UNECE's 2025 review notes that electric three-wheelers typically rely on home charging and/or battery swapping and suit urban shared-mobility and light-goods use.

Mozambique's predominantly hydropower-based grid makes these gains larger, and a local market for electric two- and three-wheelers, battery swapping and fleet-management apps is now emerging in Maputo.

1.3 Rationale and relevance for MPD

Two MPD-branded electric tuk-tuks give the ministry a concrete, low-cost proof point to show what climate finance buys. They support its leadership role in Activity 2.1 across four areas.

Dimension	How the vehicles contribute	Example evidence MPD can use
Awareness	Visible, branded "climate finance in action" asset at ministry events, climate-finance fora, NDC and Climate Finance Strategy launches, and outreach to youth, women and civil society. Enabel and MPD will be responsible for branding the electric vehicles, subsequent to acquisition.	Number of events; people reached; media coverage
Consumer behaviour change	Lets operators, *txopela* associations, municipalities and financiers see, ride and test an e-tuk-tuk; shows	Test rides; operator feedback; enquiries

Dimension	How the vehicles contribute	Example evidence MPD can use
	that it charges from a normal socket and costs about 9 MZN/kWh to run	to suppliers and lenders
Climate benefits	Zero tailpipe emissions; lower lifecycle CO_2 and local pollutants on a hydro-dominated grid; real-world data for MRV and carbon-finance discussions (Article 6, results-based finance)	Telematics data on km, kWh, avoided fuel and avoided tCO_2e
Transport efficiency	Electric drivetrains use roughly four to six times less energy per km; fewer moving parts mean lower maintenance; a 4–5 seat layout suits short urban staff and shuttle trips	Cost per km against MPD's current fuel vehicles; availability rate

2. OBJECTIVES

General objective: strengthen MPD's leadership and coordination role on climate-finance mobilisation by giving it a tangible e-mobility demonstration asset that promotes awareness, consumer behaviour change, climate benefits and transport efficiency.

Specific objectives:

1. Supply two new, fully functional battery-electric passenger tuk-tuks that meet the minimum specifications in Section 5.
2. Deliver them registered, insured, branded and ready for use at MPD in Maputo.
3. Train MPD drivers and focal points in safe operation, charging, basic care and use of the monitoring app.
4. Ensure reliable operation through a warranty, local after-sales service and spare parts for at least 24 months.
5. Provide operating data (distance, energy use, avoided fuel and CO_2) that MPD can use for awareness, MRV and climate-finance dialogue.

3. SCOPE OF SUPPLY AND SERVICES

The contract is a single, indivisible lot to supply the following:

#	Deliverable	Quantity
1	New battery-electric passenger tuk-tuk, model year 2025 or later, meeting Section 5	2
2	Lithium iron phosphate (LFP) traction battery installed in each vehicle	2
3	Standard on-board or portable charger for a 220–230 V / 50 Hz socket	2
4	Fast ("turbo") charger, if offered as an option, priced separately	Optional, 1–2
5	Basic tool kit, spare wheel, jack, warning triangle, fire extinguisher, first-aid kit	1 set per vehicle
6	Customer app access and fleet-management app licence (vehicle data, battery status, GPS location, trip history) for at least 24 months	2 vehicles
8	Registration, number plates, inspection (*inspecção*)	2
9	Delivery, commissioning and handover at MPD, Maputo	1 handover
10	Training of drivers and focal points (Section 7)	Min. 6 people
11	Warranty, preventive maintenance and after-sales service (Section 8)	24 months min.
12	User manuals and service booklets in Portuguese	2 sets

4. TECHNICAL SPECIFICATIONS (MINIMUM REQUIREMENTS)

The specifications are performance-based. A bid that fails any mandatory (M) requirement is non-compliant. Desirable (D) items earn technical points. Bidders must submit a datasheet, brochure showing how each item is met. Enabel may request a demonstration ride of the offered model in Maputo before award.

#	Parameter	Minimum requirement	M/D
1	Vehicle type	New, unused battery-electric three-wheeler for passenger transport (L5 category or equivalent), right-hand-traffic compliant for Mozambique	M
2	Seating capacity	Driver + at least 4 passengers seated (4–5 face-to-face layout acceptable)	M
3	Body	Closed or semi-closed cabin with roof, windscreen with wiper, side protection (roll-down curtains or doors) against rain and sun	M
4	Maximum speed	≥ 50 km/h	M
5	Range per full charge	≥ 70 km at rated load in urban conditions (manufacturer's declared figure + test certificate)	M
6	Range (enhanced)	≥ 100 km	D
7	Traction battery chemistry	Lithium iron phosphate (LFP) with integrated battery management system (BMS)	M
8	Battery capacity	Declared nominal voltage and capacity (V, Ah, kWh); sufficient to achieve 5.5	M
9	Battery warranty	≥ 24 months or ≥ 1,500 cycles, whichever comes first, with ≥ 70% state of health at end of warranty	M
10	Charging	Standard charger for a domestic 220–230 V / 50 Hz socket; full charge ≤ 8 hours	M
11	Fast charging / swapping	Optional fast charger (full charge ≤ 2 h) and/or compatibility with a battery-swap network operating in Maputo	D
12	Motor	Electric motor, rated power declared (kW); climbing ability of at least 15% at rated load	M
13	Payload	Gross payload ≥ 400 kg (passengers + luggage)	M
14	Brakes	Hydraulic brakes on all wheels plus parking brake; regenerative braking	M
15	Suspension and tyres	Front and rear suspension suitable for urban and peri-urban roads; tubeless tyres with full-size spare	M
16	Lighting and safety	Headlights, tail/brake lights, indicators, hazard lights, horn, rear-view mirrors, seat belt for driver, reverse buzzer	M
17	Instrument panel	Digital display of speed, battery state of charge, range estimate, odometer and fault warnings	M
18	Telematics	GPS-tracked unit with mobile app and fleet-management platform showing location, trips, kWh consumed, battery health and alerts; data exportable (CSV or similar)	M
19	Anti-theft	Immobiliser or remote lock via app/key	D
20	Environmental protection	Battery and motor rated at least IP65 (IP67 preferred); safe operation at ambient 5–45 °C and in heavy rain	M
21	Standards	Compliance with recognised standards for EV batteries and electrical safety (e.g. UN 38.3, IEC 62660 or equivalent); conformity certificates provided	M
22	Homologation	Eligible for registration with Mozambique's road-transport authority (INATRO) as a passenger vehicle	M
23	Local content	Local assembly, local workshop and locally stocked spare parts in Maputo	D
24	Colour	White or light colour suited to full branding wrap	M

5. DELIVERY, REGISTRATION, COMMISSIONING AND TRAINING

Place of delivery: Ministry of Planning and Development, Maputo City (exact address in the purchase order).

Delivery period: no later than **45 calendar days** from contract signature (bidders may offer shorter). The supplier notifies Enabel at least 5 working days before delivery.

Registration and documents at handover:

- Number plates, livrete / registration title and the inspection certificate in the beneficiary's name, as Enabel instructs
- Comprehensive insurance policy valid for 12 months
- Certificate of origin, conformity certificates, battery serial numbers and chassis/motor numbers
- Warranty certificates, service booklets and Portuguese user manuals

Training: at least one full-day session (theory and practice) in Portuguese at MPD, for at least 4 drivers and 2 focal points. It covers safe driving and passenger safety, charging procedures and electrical safety, daily checks and battery care, use of the customer and fleet-management apps, and what to do in a breakdown. The supplier provides training materials and an attendance list. A refresher session is given on request within the first 12 months.

6. WARRANTY, AFTER-SALES SERVICE AND SPARE PARTS

Item	Minimum requirement
Vehicle warranty	24 months or 30,000 km, whichever comes first, from provisional acceptance; parts and labour included
Battery warranty	As per 5.9 (≥ 24 months / 1,500 cycles, ≥ 70% state of health)
Preventive maintenance	All scheduled services during the warranty period included in the bid price (minimum every 6 months or per manufacturer schedule)
Response time	Technician response within 24 hours and diagnosis within 48 hours in Maputo; repair within 5 working days, or a replacement vehicle provided
Workshop	Own or authorised workshop in Maputo with trained EV technicians (address and staff list required)
Spare parts	Availability guaranteed for at least 5 years; price list for main parts (battery, motor, controller, charger, tyres, brake pads) submitted with the bid
Data and app	Fleet-management platform active for at least 24 months; quarterly data report (km, kWh, availability, faults, estimated fuel and tCO2e avoided)
End of life	Take-back of the traction batteries at end of life for recycling or second-life use, **with a written commitment**

7. SELECTION CRITERIA

Bidders must meet all criteria below. Failure on any of it leads to exclusion.

Eligibility and exclusion

- Legally registered company (manufacturer, assembler or authorised dealer) with a valid commercial registration (certidão de registo comercial) and NUIT
- Valid tax and social-security clearance certificates (Autoridade Tributária and INSS)

Technical and professional capacity

- At least 2 years' experience selling and servicing electric two- or three-wheelers, or comparable vehicles, in Mozambique or the region, supported by at least 2 references for similar supplies delivered within the last 3 years, indicating the client's name and contact details, contract value, and quantity supplied.
- Manufacturer's authorisation letter if the bidder is not the manufacturer or assembler

- Evidence of a workshop, trained technicians and spare-parts stock in Maputo

8. PAYMENT INSTALLMENTS

#	Trigger	Share of contract value
1	Final acceptance: both vehicles delivered, registered, insured, commissioned; training done; documents handed over	100%

9. AWARD CRITERIA

Criterion	Points
Price (lowest compliant price / bid price × 60)	60
Technical quality above minimum: range ≥ 100 km, fast charging or battery-swap compatibility, regenerative braking, anti-theft, IP67, local assembly (items marked D in the technical specifications)	30
Delivery period shorter than 45 days	10
Total	**100**

ANNEX 1. TENDER FORM

CONTRACT TITLE:	Acquisition of Two (2) Electric Three-Wheeled Vehicles (Tuk-Tuks)
REFERENCE:	**MOZ22006-10173**
IDENTIFICATION OF THE TENDERER	
NAME OF THE COMPANY / LEGAL FORM:	
DOMICILE / REGISTERED OFFICE:	
REGISTRATION NUMBER:	
REPRESENTED BY (NAME):	
FUNCTION:	
TEL:	
E-MAIL:	
ACCOUNT NUMBER FOR PAYMENTS:	
FINANCIAL INSTITUTION:	

By submitting this tender, the tenderer declares renouncing his own (sales) conditions and commits to performing this public contract in conformity with the provisions of the specific purchase conditions attached and for the prices offered. The tenderer declares on honour the following:

- He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity: 1° Participation in a criminal organisation; 2° Corruption; 3° Fraud; 4° Terrorist offenses or offenses related to terrorist activities; 5° Money laundering or terrorist financing; 6° Child labour and other forms of trafficking in human beings; 7° Occupation of third-country nationals who are unlawfully staying within the meaning;
- He is in order with payment of social security and taxes in accordance with the legislation of the country where he has his registered office;
- Neither members of administration or staff members, or any person or legal person who the tenderer has concluded an agreement with in view of performing the 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 firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

DATE:	
AUTHORIZED SIGNATURE:	

ANNEX 2. FINANCIAL FORM

BANKING DETAILS	
ACCOUNT NAME [1]	
IBAN/ACCOUNT NUMBER[2]	
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)

[1] This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.
[2] Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

ANNEXE 3 - DECLARATION ON HONOUR – GROUNDS FOR EXCLUSION

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

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
   1° Involvement in a **criminal organisation**
   2° **Corruption**
   3° **Fraud**
   4° **Terrorist** offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
   5° **Money laundering** or **financing of terrorism**
   6° **Child labour** and other trafficking in human beings
   7° Employment of foreign citizens **under illegal status**
   8° Creating a shell company.

   The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

2. The tenderer which fails to fulfil his obligations relating to the **payment of taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3. The tenderer is in a **state of bankruptcy, liquidation, cessation of activities, judicial reorganisation**, or has admitted bankruptcy, or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.

4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity.**

   The following are considered serious professional misconduct, among others:
   a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019 - Click Here
   b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 – Click Here;
   c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
   d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed information;
   e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.
      The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5. When a conflict of interest within the meaning of Article 6 of the Law cannot be remedied by other, less intrusive measures;

6. **Significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

7. The tenderer nor one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address: https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies

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

For the European Union, the lists can be consulted at the following address: https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

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

8. <…> if Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

Date
Place
Signature

ANNEXE 4 - INTEGRITY STATEMENT OF THE TENDERERS

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves 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 of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management 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 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 lead to the exclusion of the contractor from this and other public contracts for Enabel.

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.

Date

Place

Signature

ANNEX 5. FINANCIAL PROPOSAL

The price must include all items mentioned in point 3. SCOPE OF SUPPLY AND SERVICES of the terms of reference

NR	ITEM	UNIT	QTY	UNIT PRICE (MZN)	TOTAL PRICE (MZN)
1	Electric Three-Wheeled Vehicles (Tuk-Tuks)	Un	2		
2	Customer app access and fleet-management app licence (vehicle data, battery status, GPS location, trip history) for at least 24 months	Un	1		
Total excl. VAT					
Applicable VAT					
Total incl. VAT					

QUOTED SEPARATELY

NR	ITEM	UNIT	QTY	UNIT PRICE (MZN)	TOTAL PRICE (MZN)
1	Extra Fast ("turbo") charger	Un	1		
Total excl. VAT					
Applicable VAT					
Total incl. VAT					

All prices in the tender are given in Mozambican Meticais (MZN).

The supplier must have included in its prices, both unitary and global, all fees and taxes of any kind that are levied on the services in general, except value added tax.

The following expenses are the supplier's responsibility and should be included in the price:

• Acquisition of items per the Technical Specifications.

• Transport of items to Enabel Mozambique office in Maputo.

• Technical delivery documentation (datasheets, manuals, warranty terms, CE certificates). • Full warranty coverage per minimum periods specified. • Insurance applicable to transport • Local taxes and charges associated with commercial activity in Mozambique. • Administrative, commercial and coordination costs.	
DATE:	
AUTHORIZED SIGNATURE:	

ANNEX 6: CONTRACTUAL DISPOSITIONS

Acceptance of the order

Any remark or dispute of the contractor about an order must be formulated in writing within 8 calendar days after the reception of the order. By default, the order is considered accepted. In case there is a remark or dispute formulated in the above-mentioned form and within the above-mentioned deadline, the contracting authority reserves the right to cancel the order with a simple written notification. Annulation does not entitle to any form of indemnity. The acceptance of the order implies the acceptance of all related conditions, including these Specific Purchase Conditions. The sales conditions of the contractor do NOT apply to the order even if the acceptance refers to them. Moreover, the acceptance of an order supposes that the contractor undertakes to supply possible spare parts for the whole planned period of use of the goods delivered. The fact, for the contracting authority, not to have one of these specific conditions respected during the performance of the order does not mean that it has renounced to that condition.

Price

Both unit and global prices are given in the currency mentioned in the tender forms. Except for VAT, these prices include all costs, taxes, duties and contributions of any kind, and namely:

- The costs for (un)packaging, (un)loading, transportation, insurance, customs clearance, delivery and unloading at the place of delivery, unless explicitly mentioned otherwise, the costs for documentation relating to the supply which may be demanded by the contracting authority, the costs for assembly and commissioning, the costs for necessary training. All prices are DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules.
- Fees, the per diems, accommodation costs, international travel costs, insurance costs, visa costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the reception costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract. Costs for any possible intellectual property rights.

If this contract is a lump sum price contract, the global price covers the whole performance of the contract or each of its items. The total contract price remains fixed irrespective of the actual quantities provided. If this contract is a price scheduled contract, only the unit prices are lump-sum prices. The contractor is deemed to have included in his unit prices all the charges of any kind normally applied to works/supplies/services, with the exception of VAT. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract. Unless contrary provisions have been agreed upon in writing and by mutual agreement, the fixed prices may in no case be increased, not for a later cost of raw material, nor by applying a clause referring to price indexation, nor for any other reason whatsoever.

Delivery / Performance modalities

The delivery/performance deadlines agreed as well as the instructions about the delivery/performance address must be strictly observed. Any delivery must be accompanied by a delivery note mentioning the name of the contractor, the contract reference and the reference of the order form, the content of the package (nature of the goods and quantity), the information required by the regulations as well as all related certificates and documents. Any exceeding of the delivery date specified for the goods, services and/or related documents or the given dates for the performance of the works, and this for whatever reason, shall result as of right and by the expiry of the deadline in the application of a fine for late performance of 0.07% of the amount of the order per commenced week of delay. This fine is limited to a maximum of 20% of the total amount of the order. A lump sum amount of € 250, for administrative costs, is also applicable for the same reasons. Moreover, the contracting authority reserves the right to possibly cancel the order and to turn to another tenderer. Any possible extra cost shall be borne by the defaulting tenderer. Any costs for removing, transferring, forwarding and more in general any costs run by the contracting authority that can be charged to the defaulting contractor, are to be paid by it and are deducted from the amounts being owed to it.

Refusal and Acceptance of supplies and services, provisional acceptance

The contractor provides only goods and services that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality…) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the contractor knows or at least should know. Acceptance (provisional acceptance) only takes place after the complete verification by the contracting authority of the conformity of the goods and services delivered. The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the materials, does consequently only count as evidence of taking possession and does not concern the acceptance of the materials. Acceptance on the premises of the contracting authority or, otherwise, on site, counts as full provisional acceptance. Acceptance implies the transfer of ownership and of risks of damage and loss. In case of full or partial refusal of a delivery, the contractor is bound to take back, at its own costs and risks, the products refused. The contracting authority may ask the contractor to supply goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

Warranty – final acceptance for supplies and services
In addition to the legal guarantee against hidden defects, the products are guaranteed for (one) 1 year from the date of commissioning. During that time, at its own expense, the contractor repairs or replaces, as the contracting authority prefers, any defect, shortcomings and nonconformity found, and reimburses the contracting authority for any damage sustained as a direct or indirect result by itself or third parties. A new guarantee period of (one) 1 year applies to repairs and goods or services delivered as a replacement. Final acceptance occurs after the guarantee period.

Technical acceptance, acceptances and guarantee for works
A warranty of one (1) year is applicable on works done. It starts upon provisional acceptance.

Security
Any performance of a contract must meet the provisions of the Law of 4 August 1996 on the welfare of workers in the performance of their work, the general regulations for the protection of employment, the Codex about welfare in the workplace, and their executive arrests. The operations performed by the staff of the contractor when performing a contract are under the exclusive responsibility of the contractor. This responsibility includes any breach of the legal or regulatory prescriptions with regards to prevention and protection in the workplace.

Subcontracting and cession
Contractors may, under their sole responsibility, call upon subcontractors for certain components of the contract. Subcontracting is under the sole responsibility of the contractor and does in no way discharge the contractor of performance obligations under the contract vis-à-vis the contracting authority, which recognizes no legal relation with subcontracting third parties. One contracting party may not cede its rights and relinquish its obligations resulting from the order to a third party, without having obtained in advance the written approval of the other party. Any cession requires the signing of an amendment to the existing contract.

Invoicing and payment
Invoices are submitted in duplicate (two copies) and mention the reference numbers and the date of the order form, the description of the goods or services delivered or of the works done with for each item the quantities as well as the unit prices and global prices exclusive and inclusive of VAT. For works, two copies of the technical acceptance report and of the provisional acceptance report and/or a copy of the works logbook must be attached to the invoices. Invoices in due form and not disputed are paid within 30 calendar days after reception of the invoice.

Responsibilities
The contractor shall bear all risks related to the performance of the contract. The contractor is liable to the contracting authority for any damage of any kind sustained by the contracting authority due to the non-respect of its obligations by the contractor. In this respect, the contractor also covers the contacting authority against any third party claims.

Insurance
The contractor is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of the contract, especially insurance covering “civil liability”, “work accidents and “transport-related risks”, and this for the whole period of the mission. The policies to be taken out by the contractor must stipulate that no changes or termination of the policy or no suspension of the coverage may be applied without the insurer informing the contracting authority of this measure at least one month in advance. The contractor will send the contracting authority, upon simple demand, a copy of proof of regular payment of the premiums that are borne by it.

Intellectual property rights
The contractor must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered. The contractor must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, in so far as the contractor supervises its defence and negotiations with a view to an amicable settlement. The contractor undertakes, either to obtain the right for the contracting authority to use the products concerned, or to modify or replace the products, at its cost, in order to put an end to any imitation, albeit without altering the fundamental specifications of the products. The acquisition price of any patent rights and any other intellectual property rights, as well as the royalties owed for the exploitation licence of the patent and any other royalties are borne by the contractor, regardless whether their existence was mentioned or not in the contract documents. The service provider integrally, definitively and exclusively and without any financial compensation cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the works that are protected by author rights.

Obligation of confidentiality
Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the contractor gets hold of through this order remain the property of the contracting authority. The contractor undertakes to:

- Keep confidential any information received and not to transfer it to a third party without the preliminary written permission of the contracting authority;
- Use the information received only for the purpose of the order;
- Communicate information received only to staff members who need it for the order;
- Send back information received and any possible copies upon simple demand to the contracting authority.

This obligation of confidentiality applies for the whole duration of the order, and, except if there is a different agreement, continues for a period of two years, starting on the due date of the order.

VAT exemption

For deliveries, Enabel is exempted from paying VAT for the goods purchased in view of using them in the countries outside the European Community for the execution of its development tasks in these countries. For services, the place of the performance of the services is determining. In principle it is the place where the service provider has established the office of its economic activity or a fixed institution where the service is performed. If the service provider has no such office or fixed institution, its domicile or its usual fixed residence is determining. When the service provider is outside a country of the European Community, Enabel is subject to the fiscal regime of the country and not to the Belgian VAT obligation. This only applies for certain services (Art. 21§3, 7°, a) to l) of the VAT Law).

Litigation

Only Belgian law applies. Any litigation about the order and these Specific Purchase Conditions are the exclusive competence of the Brussels Courts.