



Tender documents Enabel in Mozambique MOZ1302611-10012 of 14/03/2023

Services procurement contract for 'Engineering design services to finalise design studies and prepare tendering documents prior to launching tendering procedures for the construction of sustainable waste treatment infrastructure projects in the municipalities of Nacala and Nampula'

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1 General provisions

1.1 Derogations from the General Implementing Rules

Section 4, '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate from Articles 25-33 of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

1.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by Ms. Laurence Janssens, Resident Representative of Enabel in Mozambique.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

Labour Organisation⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: the United Nations Framework Convention on Climate Change (UNFCCC) of 21 March 1994 and the Paris Agreement of 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the procurement contract

The following, among other things, applies to this public procurement contract:

- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC;
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

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

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

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

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

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

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

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

Litigation: Court action.

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

is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

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

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

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

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 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 Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

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

1.7.2. For the duration of the procurement contract, the contractor and its staff respect human rights and undertake not to go against political, cultural or religious customs of the

beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

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

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

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

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

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

1.8 Applicable law and competent courts

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

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

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract.

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the performance of “Engineering design services to finalise design studies and prepare tendering documents prior to launching tendering procedures for the construction of sustainable waste treatment infrastructure projects in the municipalities of Nacala and Nampula”, in conformity with the conditions of these Tender Specifications.

2.3 Lots

The procurement contract has two (2) lots, each of which is indivisible. The tenderer may submit a tender for one lot or the two lots. A tender for part of a lot is inadmissible.

The description of each lot is included in section 5 of these Tender Specifications.

The lots are:

- Lot 1: Engineering design services to finalise the detailed designs and prepare the tendering documents for the construction of a **Sanitary landfill, composting facility and Material Recovery Facility in the municipality of Nacala**;
- Lot 2: Engineering design services to finalise the detailed designs and prepare the tendering documents for the construction of a **Sanitary landfill and composting facility in the municipality of Nampula**.

2.4 Term of the procurement contract

For each of the lots, the procurement contract starts upon award notification and expires at the final acceptance (see point 4.10.1 “Deadlines and terms (Art. 147)”).

2.5 Variants

Each tenderer may submit only one tender. Variants are forbidden.

2.6 Option

Required and authorised options may not be submitted.

3 Procedure

3.1 Award procedure

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

3.2 Publication

3.2.1 Official publication

This procurement contract is officially advertised in the Belgian Public Tender bulletin.

3.2.2 Further notification

These Tender Specifications are published on the Enabel website (www.enabel.be), in the Belgian Public Tender bulletin (BDA), and on the Organisation for Economic Cooperation and Development (OECD) website.

3.3 Information

The awarding of this procurement contract is coordinated by Armando Panguene, Public Procurer. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 29/03/2023 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to Mr. Armando Panguene (armando.panguene@enabel.be) and they 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.

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

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

The tenderer must use the tender forms in Section 6 “Forms”. In case he does not use these forms, he is fully responsible for the perfect concordance between the documents he has used and the forms.

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

1. Identification forms, including list of subcontractors;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderers;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - The document certifying that the tenderer is in order with the payment of social contributions;
 - The document certifying that the tenderer is in order with the payment of taxes.
7. Technical capacity: List of main similar services;
8. Technical offer (to be included as part of the offer):
 - A description of the tenderer’s proposed approach, timeline and comments on the ToR;
 - Team member roles, profiles, credentials and experience, including team members with Portuguese language skills;
 - Key experts forms.
9. Financial offer & Tender form.

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

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

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

3.4.2 Period the tender is valid

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

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

3.4.3 Determination of prices

All prices shall be given in EUR. Prices given are exclusive of VAT.

To enable a comparison of prices, offers submitted in currency other than EUR, will be converted using the exchange rate of the date of submission of tenders, as published by OANDA (<https://www1.oanda.com/lang/en/currency/converter>).

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

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

3.4.3.1 Elements included in the price

The tenderer is deemed to have included in his unit and global prices any charges and taxes

generally applied to services, with the exception of the value-added tax (VAT).

The following are in particular included in the prices:

- The administrative management and secretariat;
- Travel, transportation and insurance;
- Documentation pertaining to the services;
- The delivery of documents or of pieces related to the performance;
- The packaging;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;
- Acceptance costs.

3.4.4 How to submit tenders?

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

The tenderer submits his tender as follows:

- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 13/04/2023 at 15:00**.

It is submitted in a properly sealed envelope bearing the following information:
Tender MOZ1302611-10012

It may be submitted:

- a) By mail (standard mail or registered mail)

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

Enabel in Mozambique
Av. Kenneth Kaunda, 762
Maputo, Mozambique

- b) Delivered by hand with acknowledgement of receipt.

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

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted⁹.

3.5 Change or withdrawal of a tender that has already been submitted

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

⁹ Article 83 of the Royal Decree Award

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

3.6 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.4.4 “How to submit tenders?”. The tenders shall be opened behind closed doors.

3.7 Selection of tenderers

The tenderers’ attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet).

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.

3.7.1 Exclusion grounds and selection criteria

Exclusion grounds

By submitting the signed “Declaration on honour – exclusion criteria” (point 6.3), the tenderer certifies that he is not in any case of exclusion.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal

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

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

Selection criteria

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in section 6 “Forms”, namely the following:

- List of the **main similar services in the last three (3) years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services (**see point 6.8**).

3.7.2 Overview of the procedure

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

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

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

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 minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any Best and Final Offers (BAFOs). Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

3.7.3 Award criteria

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the following criteria, depending on the lot applied:

Lot 1: Engineering design services to finalise the detailed designs and prepare the tendering documents for the construction of a Sanitary landfill, composting facility and Material Recovery Facility in the municipality of Nacala

- Criterion 1: Technical part (70%)
- Criterion 2: Price (30%)

| No. | Detailed award criteria | Maximum points |
|------------|---|----------------|
| 1. | Technical Part | 70 |
| 1.1 | Technical Proposal | 35 |
| 1.2 | Key expert 1: Project manager | 10 |
| | Qualification | 3 |
| | General experience | 4 |
| | Specific experience | 4 |
| 1.3 | Key expert 2: Civil works engineer | 10 |
| | Qualification | 3 |
| | General experience | 4 |
| | Specific experience | 4 |
| 1.4 | Key expert 3: Structural engineer | 5 |
| | Qualification | 1 |
| | General experience | 2 |
| | Specific experience | 2 |
| 1.5 | Key expert 4: Hydraulic engineer | 5 |
| | Qualification | 1 |
| | General experience | 2 |
| | Specific experience | 2 |
| 1.6 | Key expert 5: Architect | 5 |
| | Qualification | 1 |
| | General experience | 2 |
| | Specific experience | 2 |
| 2. | <p>Price</p> <p>With regards to the 'price' criterion, the following formula will be used:</p> <p>Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$</p> | 30 |
| | Total | 100 |

Lot 2: Engineering design services to finalise the detailed designs and prepare the tendering documents for the construction of a Sanitary landfill and composting facility in the municipality of Nampula

- Criterion 1: Technical part (70%)
- Criterion 2: Price (30%)

| No. | Detailed award criteria | Maximum points |
|------------|--|----------------|
| 1. | Technical Part | 70 |
| 1.1 | Technical Proposal | 35 |
| 1.2 | Key expert 1: Project manager | 10 |
| | Qualification | 3 |
| | General experience | 3 |
| | Specific experience | 4 |
| 1.3 | Key expert 2: Civil works engineer | 10 |
| | Qualification | 3 |
| | General experience | 3 |
| | Specific experience | 4 |
| 1.4 | Key expert 3: Structural engineer | 5 |
| | Qualification | 1 |
| | General experience | 2 |
| | Specific experience | 2 |
| 1.5 | Key expert 4: Hydraulic engineer | 5 |
| | Qualification | 1 |
| | General experience | 2 |
| | Specific experience | 2 |
| 1.6 | Key expert 5: Architect | 5 |
| | Qualification | 1 |
| | General experience | 2 |
| | Specific experience | 2 |
| 2. | Price With regards to the 'price' criterion, the following formula will be used: $\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$ | 30 |
| | Total | 100 |

3.7.4 Final score

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

3.7.5 Awarding the public contract

The lots of the contract will be awarded to the tenderer who has submitted the most economically advantageous tender on the basis of the criteria mentioned above.

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

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

The contracting authority also reserves the right to award only a certain lot or certain lots.

3.8 Concluding the contract

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

Notification is by registered letter, e-mail or fax.

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

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

In view of transparency, Enabel undertakes to annually publish the list contractors of its public contracts. By submitting a tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Specific contractual conditions

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

These Tender Specifications derogate from Articles 25-33 of the General Implementing Rules – GIR (see point 4.6 “Performance bond (Art. 25-33)”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

4.1 Managing official (Art. 11)

The managing official is Ms. Akila Munir, akila.munir@enabel.be.

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

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

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

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

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

4.3 Confidentiality (Art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.4.2 Processing of personal data by the contractor

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

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

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

4.6 Performance bond (Art. 25 to 33)

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

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

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

As a derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the

services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

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

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the form as well as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.43 Mo), and forward it by e-mail to: info.cdcdck@minfin.fed.be
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;
- 3° in the case of a collective performance bond, through the deposit, by a company lawfully practising this profession, of a joint and several performance bond with the Deposit and Consignment Office or a public body fulfilling a similar function;
- 4° in the case of a guaranty, by the written undertaking of the credit institution or the insurance company.

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

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
- 2° a debit notice issued by the credit institution or the insurance company; or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
- 4° the original copy of the performance bond stamped by the Deposit and Consignment Office or by a public institution with an equivalent function; or
- 5° the original copy of the written 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 contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatory', as appropriate.

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

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

4.6.1 Release of the bond

At the request of the contractor, the bond will be released after final acceptance.

4.7 Conformity of performance (Art. 34)

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

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

4.8.1 Replacement of the contractor (Art. 38/3)

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

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;

- The suspension occurred during the contract performance period.

Within 30 days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

For Lot 1, the contractor is to complete the services within a period of 180 calendar days from the date of the kick off meeting considered as the start date of activities.

For Lot 2, the contractor is to complete the services within a period of 75 calendar days from the date of the kick off meeting considered as the start date of activities.

The kick off meeting is to be held as soon as possible after notification of Award Letter, and no later than seven (7) calendar days after notification of the Award Letter.

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

The services shall be performed at the addresses mentioned in the Terms of Reference.

4.11 Inspection of the services (Art. 150)

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

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

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

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

Moreover, the contractor indemnifies the contracting authority against damages for which it

is liable towards third parties due to late performance of the services or due to failure of the contractor.

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

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

4.14.1 Failure of performance (Art. 44)

The contractor is considered to be in default of performance of public contract:

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

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

The contractor must repair the defects without any delay. The contractor may assert its right of defence by registered letter addressed to the contracting authority within 15 days from the date of dispatch of the report (process verbal). Silence on the part of the contractor after this period shall be deemed as acknowledgement of the reported facts.

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

4.14.3 Measures as of right (Art. 47 and 155)

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

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

§2 The measures as of right are:

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

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

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

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

4.15 End of the procurement contract

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

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

The services shall only be accepted after fulfilling requirements and after technical acceptance(s).

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.15.2 “Invoicing and payment of services (Art. 66-72 and 160)”).

Upon expiration of the thirty (30) day period following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

Where the services are completed before or after this date, it shall be the responsibility of the contractor to notify the contract manager by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty (30) calendar days after the date of receipt of the contractor's request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

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

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

Mr. Boaventura Muvalé
Project Accountant
Av. Kenneth Kaunda, 762
Maputo, Mozambique

Only services that have been performed correctly may be invoiced.

The amount owed to the contractor must be paid within thirty (30) days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty (30) days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

The invoice will mention:

- **“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)”;**
- the name of the contract: **“Engineering design services to finalise design studies and prepare tendering documents prior to launching tendering procedures for the construction of sustainable waste treatment infrastructure projects in the municipalities of Nacala and Nampula”;**
- the reference of the tender documents: **“MOZ1302611-10012 Lot x”;**
- the name of the contract manager: **“Ms. Akila Munir”.**

The invoice shall be in Euros (should the contractor have a Euro bank account) or MZN (should the contractor have a Metical bank account). Payment will be by bank transfer only.

No advance may be asked by the contractor and the payment will be made after acceptance of each service delivery of a same order.

Payment shall be made in instalments (progress payment) after issuance of acceptance reports, as follows:

Lot 1: Engineering design services to finalise the detailed designs and prepare the tendering documents for the construction of a Sanitary landfill, composting facility and Material Recovery Facility in the municipality of Nacala

| N° | After approval of: | % payment |
|----|--|-----------|
| 1. | Phase 1 deliverables (situational analysis, topographical survey, General Layout and concept for shared and ancillary infrastructure and facilities) | 30 |
| 2. | Phase 2A deliverable (final design of landfill/composting facility) | 10 |
| 3. | Phase 2B deliverables (preliminary study of MRF, preliminary design, final design of MRF) | 20 |

| | | |
|----|--|----|
| 4. | Phase 3 deliverables (tender documents and annexes of landfill/ composting facility and tender documents and annexes of MRF) | 40 |
|----|--|----|

Lot 2: Engineering design services to finalise the detailed designs and prepare the tendering documents for the construction of a Sanitary landfill and composting facility in the municipality of Nampula

| N° | After approval of: | % payment |
|----|--|-----------|
| 1. | Phase 1 deliverable (situational analysis) | 30 |
| 2. | Phase 2 deliverable (final design of landfill/composting facility) | 10 |
| 3. | Phase 3 deliverables (tender documents and annexes of landfill/ composting facility) | 60 |

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Mrs Inge Janssens

rue Haute 147

1000 Brussels

Belgium

4.17 General design obligations

The contractor shall be deemed to have scrutinized, prior to the Tender return date, the Technical Specifications. The contractor on an exclusive basis shall be responsible for the design and for the accuracy of such Technical Specifications (including design criteria and calculations), except as stated below.

The contracting authority shall not be responsible for any error, inaccuracy or omission of any kind in the specifications as originally included in the contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information, except as stated below. Any data or information received by the contractor, from the contracting authority or otherwise, shall not relieve the contractor from his responsibility for the design.

However, the contracting authority shall be responsible for the correctness of the following portions of the Technical Specifications and of the following data and information provided by (or on behalf of) the contracting authority:

- (a) portions, data and information which are stated in the contract as being immutable or the responsibility of the contracting authority,
- (b) definitions of intended purposes of the works or any parts thereof, and
- (c) criteria for the testing and performance of the completed works.

The contractor undertakes that the design and the contractor's documents will be in accordance with:

- (a) the laws in the Country, and
- (b) the documents forming the contract, as altered or changed by modification orders.

1. Technical Standards and Regulations

The design and contractor's deliverables shall comply with the Belgian and Mozambican technical standards, building, construction and environmental laws, and other standards specified in the Specifications as are applicable to the works – whichever is most restrictive.

All these standards, regulations and laws are those applicable on the date of provisional acceptance. In case these standards have been modified or new standards, regulations or laws come into force, the contractor shall notify the contracting authority and, if necessary, submit proposals to bring the work into conformity.

In the event that:

- (a) the Contracting authority determines that compliance is required, and
- (b) the proposals for compliance constitute a change,

then the Contracting authority shall initiate a change in accordance with the GIR.

5 Terms of Reference

5.1 Context

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

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

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

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

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

5.2 Background information about Nacala and Nampula

5.2.1 Nacala

Brief overview of the waste sector

Nacala city is a municipality with 287,536 inhabitants (2017) situated in Nampula province. Its deep port together with industrial activities makes it an important urban centre in the North of Mozambique.

According to Nacala's Integrated Waste Management Plan¹⁰, the daily municipal waste production stood at 124.4 tons in 2013, which was forecasted to increase to 211 tons per day in 2023. Approximately 30-35% of the waste produced is being collected. The majority of the waste produced consists of so-called fine fraction (i.e. sand, earth, dust and ashes - inert waste), followed by organic waste (see Table 1).

Table 1: Waste characterization in Nacala

| Category | %, weight |
|--|------------------|
| <i>Food leftovers</i> | 12.59 |
| <i>Green waste and gardens</i> | 9.15 |
| <i>Other biodegradables</i> | 0.04 |
| <i>Wood</i> | 0.74 |
| <i>Paper and cardboard</i> | 4.18 |
| <i>Plastics – all types</i> | 3.52 |
| <i>Glass</i> | 1.67 |
| <i>Textiles (clothes)</i> | 1.10 |
| <i>Ferrous and nonferrous metals</i> | 0.97 |
| <i>Sanitary textiles and WC material</i> | 1.66 |
| <i>Composites, like Tetrabrik</i> | 0.16 |
| <i>Hazardous Waste incl. WEEE/Hospital/Batteries</i> | 1.99 |
| <i>Inert – stones, pieces of coal</i> | 6.83 |
| <i>Other categories – mixture of various materials</i> | 0.34 |
| <i>Fine fraction <20mm (40mm)</i> | 55.05 |
| Total | 100.00 |

The final disposal of municipal solid waste is currently carried out at two different locations. The Mathapuê dumpsite is located about 5 km from the city centre and is being used as the main dump. On the other hand, there is a dumpsite in the Nauaia neighbourhood that is used occasionally for waste disposal. Both dumpsites lack minimal operating procedures and facilities, which results in uncontrolled disposal.

Proposed waste infrastructure

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

- 1) A sanitary landfill;
- 2) A composting facility; and
- 3) A Material Recovery Facility.

¹⁰ Plano de Gestão Integrada de Resíduos Sólidos Urbanos (2013-2018) (Integrated Urban Solid Waste Management Plan);

The three components of the waste treatment infrastructure will be constructed in the same location (see below).

Location and available area

The municipality of Nacala has identified a site for the construction of the proposed waste treatment infrastructure (landfill, composting facility and the Material Recovery Facility) in an area of approximately 12.7 hectares in the Mathapuê neighbourhood. Site demarcation has been completed and a land title (DUAT) has been issued.

The site has been used as the city waste dump for more than 10 years - before it was an old sandpit. The site presents a rippling topography modified by the activities formerly carried out in the area. The table provides the coordinates of the total available area.

Table 2 - Limits of the waste infrastructure site (WGS 84)

| Point | Latitude | Longitude |
|-------|---------------|---------------|
| #1 | 14°33'45.50"S | 40°43'7.65"E |
| #2 | 14°33'49.78"S | 40°43'14.57"E |
| #3 | 14°33'57.71"S | 40°43'9.94"E |
| #4 | 14°34'1.44"S | 40°43'4.49"E |
| #5 | 14°33'57.97"S | 40°42'57.49"E |



Figure 1: Map of the proposed site

Existing engineering studies and documents

A detailed engineering study (*Projecto Ejecutivo*) including engineering drawings and Bill of Quantities for the landfill and composting centre were prepared by RoyalHaskoning DHV in 2017. The detailed engineering study does allocate land for the future construction of a Material Recovery Facility, however no engineering drawings and Bill of Quantities were prepared for the Material Recovery Facility. The General Layout proposed in the existing engineering study is provided in the Figure below.



A complete list of the existing documents and drawings are provided below.



3. Nacala

Modifié le : 1/08/2022 16:01



C.7 Relatorio_Nacala_Caracterizacao_de_Residuos_vs081_final_entregue

Modifié le : 1/08/2022 07:17
Taille : 2,81 Mo



C.4 Projecto Executivo

Modifié le : 1/08/2022 16:01



Capas

Modifié le : 1/08/2022 16:02



Capa _Anexos Catalogos

Modifié le : 1/08/2022 07:17
Taille : 458 Ko



Capa _Desenhos

Modifié le : 1/08/2022 07:17
Taille : 458 Ko



Capa _Especificacoes tecnicas

Modifié le : 1/08/2022 07:17
Taille : 458 Ko



Capa _Mapa de Quantidades

Modifié le : 1/08/2022 07:17
Taille : 458 Ko



Manual de Operacao e Exploracao

Modifié le : 1/08/2022 16:02



Manual_Operacao_Exploracao

Modifié le : 1/08/2022 07:17
Taille : 1,59 Mo



Projecto Detalhado


































Modifié le : 1/08/2022 16:01






























Peças Desenhadas

Modifié le : 1/08/2022 16:02

| | | |
|--|---|---|
| | 1.1.KA1419-DD-HYD-01-000-001_Layout Geral (com imagem) | Modifié le : 1/08/2022 07:17 Taille : 2,81 Mo |
| | 1.2.KA1419-DD-HYD-01-000-002_Layout Geral (sem imagem) | Modifié le : 1/08/2022 07:17 Taille : 1,13 Mo |
| | 1.3.KA1419-DD-HYD-01-000-003_Layout Fases de Enchimento | Modifié le : 1/08/2022 07:17 Taille : 5,88 Mo |
| | 2.1.KA1419-DD-HYD-02-000-001_Layout Perfis de Enchimento | Modifié le : 1/08/2022 07:17 Taille : 1,57 Mo |
| | 2.2.KA1419-DD-HYD-02-000-002_Perfis Transversais de Enchimento | Modifié le : 1/08/2022 07:17 Taille : 536 Ko |
| | 2.3.KA1419-DD-HYD-02-000-002_Perfil Longitudinal de Enchimento | Modifié le : 1/08/2022 07:17 Taille : 383 Ko |
| | 3.1.KA1419-DD-HYD-03-000-001_Layout Perfis de Drenos de Lexiviados | Modifié le : 1/08/2022 07:17 Taille : 833 Ko |
| | 3.2.KA1419-DD-HYD-03-000-002_Perfis de DL1.1_DL1.2_DL3.1 | Modifié le : 1/08/2022 07:17 Taille : 235 Ko |
| | 3.3.KA1419-DD-HYD-03-000-003_Perfis de DL2.1_DL2.2_DL2.3_DL2.3.1_DL2.3.2 | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
| | 3.4.KA1419-DD-HYD-03-000-004_Perfis de DL3.3_DL3.3.1_DL3.3.2 | Modifié le : 1/08/2022 07:17 Taille : 253 Ko |
| | 4.1.KA1419-DD-HYD-04-000-001_Layout Perfis de Valas de drenagem de águas pluviais | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
| | 4.2.KA1419-DD-HYD-04-000-002_Perfil VP1 | Modifié le : 1/08/2022 07:17 Taille : 236 Ko |
| | 5.1.KA1419-DD-HYD-05-000-001_Base e Cobertura da Lixeira | Modifié le : 1/08/2022 07:17 Taille : 256 Ko |
| | 5.2.KA1419-DD-HYD-05-000-002_Base e Cobertura do aterro Sanitário | Modifié le : 1/08/2022 07:17 Taille : 274 Ko |
| | 6.1.KA1419-DD-HYD-06-000-001_Lagoa Lexiviados_Planta,Cortes e Detalhes | Modifié le : 1/08/2022 07:17 Taille : 477 Ko |
| | 6.2.KA1419-DD-HYD-06-000-002_Layout e Perfis da Lagoa Lexiviados | Modifié le : 1/08/2022 07:17 Taille : 381 Ko |
| | Electricidade | Modifié le : 1/08/2022 16:02 |
| | KA1419-PD-ELE-00-000-001_Rede de Distribuição | Modifié le : 1/08/2022 07:17 Taille : 428 Ko |
| | KA1419-PD-ELE-00-001-001_Quadro geral do PT | Modifié le : 1/08/2022 07:17 Taille : 328 Ko |
| | KA1419-PD-ELE-00-002-001_Quadro geral -QGEB | Modifié le : 1/08/2022 07:17 Taille : 375 Ko |
| | KA1419-PD-ELE-00-003-001_Quadro de Comando das Electrobombas - QCB-1 | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
| | KA1419-PD-ELE-00-004-001_Quadro geral do reservatorio QGR | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
| | KA1419-PD-ELE-00-005-001_Quadro de comando do reservatorio - QCR | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
| | KA1419-PD-ELE-01-001-001_Iluminação e tomadas | Modifié le : 1/08/2022 07:17 Taille : 189 Ko |
| | KA1419-PD-ELE-01-001-002-Quadro de comando de furos -QCF | Modifié le : 1/08/2022 07:17 Taille : 353 Ko |
| | Final | Modifié le : 1/08/2022 16:02 |

| | | |
|---|---|---|
|  | KA1419-DD-ELE-DRG-00-000-001_Implantação Geral_Distribuição | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-00-000-002_Quadro Geral de Baixa Tensão junto ao PT | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-01-000-001_E.B de Recirculação_Alimentação Eléctrica | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-01-000-002_Quadro Geral de Electrobombas de Recirculação | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-01-000-003_QC de Electrobombas de Recirculação | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-02-000-001_Quadro Geral de Electrobombas de Reservatório | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-02-000-002_QC de Electrobombas de Reservatório | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-02-000-003_Reservatório_Circuito de Alimentação e Tomadas | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-03-000-001_Furo_Alimentação Eléctrica | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-03-000-002_Quadro de Comando de Electrobombas do Furo | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | KA1419-DD-ELE-DRG-04-000-001_Guarita_Circuito de Alimentação e Tomadas | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | 6.2.KA1419-DD-HYD-06-000-002_Layout e Perfis da Lagoa Lexiviados | Modifié le : 1/08/2022 07:17 Taille : 381 Ko |
|  | 6.3.KA1419-DD-HYD-06-000-003_Caixa Repartidora de Caudal | Modifié le : 1/08/2022 07:17 Taille : 269 Ko |
|  | 7.1.KA1419-DD-HYD-07-000-001_Estação de Bombagem_Planta | Modifié le : 1/08/2022 07:17 Taille : 381 Ko |
|  | 7.2.KA1419-DD-HYD-07-000-002_Estação de Bombagem_Planta da Tampa | Modifié le : 1/08/2022 07:17 Taille : 322 Ko |
|  | 7.3.KA1419-DD-HYD-07-000-003_Estação de Bombagem_Corte A-A | Modifié le : 1/08/2022 07:17 Taille : 272 Ko |
|  | 8.1.KA1419-DD-HYD-DRG-08-00-01-Sprinkler | Modifié le : 1/08/2022 07:17 Taille : 292 Ko |
|  | 11.2.KA1419-DD-HYD-DRG-11-00-02_Planta do Reservatório Interior | Modifié le : 1/08/2022 07:17 Taille : 302 Ko |
|  | 11.3.KA1419-DD-HYD-DRG-11-00-03-Alçados frontal e Lateral Esquerdo | Modifié le : 1/08/2022 07:17 Taille : 196 Ko |
|  | 11.4.KA1419-DD-HYD-DRG-11-00-04-Alçado Lateral Direito e Corte A-A | Modifié le : 1/08/2022 07:17 Taille : 305 Ko |
|  | 11.5.KA1419-DD-HYD-DRG-11-00-05-Pormenores de Instalação da Tubagem | Modifié le : 1/08/2022 07:17 Taille : 266 Ko |
|  | 11.6.KA1419-DD-HYD-DRG-11-00-06-Pormenor do ramal de ligação e de Instalação d... | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | 11.7.KA1419-DD-HYD-DRG-11-00-07-Caixa de Válvula | Modifié le : 1/08/2022 07:17 Taille : 223 Ko |
|  | 11.8.KA1419-DD-HYD-DRG-11-00-08-Blocos de Ancoragem | Modifié le : 1/08/2022 07:17 Taille : 278 Ko |
|  | 11.9.KA1419-DD-HYD-DRG-11-00-09-Pormenores de Instalação de Lavatório e Sanita | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | 12.1.KA1419-DD-HYD-12-000-001_Cerca_Pormenores | Modifié le : 1/08/2022 07:17 Taille : 254 Ko |
|  | 13.1.KA1419-DD-ARQ-DRG-13-00-01-Plantas do piso térreo e Cobertura | Modifié le : 1/08/2022 07:17 Taille : 358 Ko |
|  | 13.2.KA1419-DD-ARQ-DRG-13-00-02-Alçados e Corte A-A | Modifié le : 1/08/2022 07:17 Taille : 370 Ko |
|  | 14.1.KA1419-DD-HYD-DRG-14-00-14-Atravessamento de Estradas | Modifié le : 1/08/2022 07:17 Taille : 211 Ko |
|  | Lista de Desenhos | Modifié le : 1/08/2022 07:17 Taille : 200 Ko |
|  | Peças Escritas | Modifié le : 1/08/2022 16:01 |
|  | Catálogos | Modifié le : 1/08/2022 16:02 |
|  | Electrobombas | Modifié le : 1/08/2022 16:02 |

| | | |
|---|---|---|
|  | 97647814_S1.30.A50.420.4.58H.S.307.Q.N.D_Recirculação de Lexiviados | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | 98389610_HYDRO_MPC-E_2_CRIE3-5.Enchimento Res.Superior | Modifié le : 1/08/2022 07:17 Taille : 0 octet(s) |
|  | SP_2A-10.Furo | Modifié le : 1/08/2022 07:17 Taille : 938 Ko |
|  | 1.Amanco_PPR_2010_v11 | Modifié le : 1/08/2022 07:17 Taille : 8,43 Mo |
|  | 2.coprax_cat_componentes_cat_tecnico_coprax_parte1_2009 | Modifié le : 1/08/2022 07:17 Taille : 1,42 Mo |
|  | 3.catalogo FG Tupy_pt | Modifié le : 1/08/2022 07:18 Taille : 10,5 Mo |
|  | 4.Contadores de água | Modifié le : 1/08/2022 07:18 Taille : 983 Ko |
|  | 5.Fossas Plastex | Modifié le : 1/08/2022 07:18 Taille : 265 Ko |
|  | 7.uPVC-sewer-drainage-systems | Modifié le : 1/08/2022 07:18 Taille : 3,43 Mo |
|  | 8.Catalogo Capa | Modifié le : 1/08/2022 07:18 Taille : 4,35 Mo |
|  | 9.Ralos ACO em ferro fundido | Modifié le : 1/08/2022 07:18 Taille : 1,37 Mo |
|  | chart_80EHD | Modifié le : 1/08/2022 07:18 Taille : 158 Ko |
|  | E.Técnicas | Modifié le : 1/08/2022 16:02 |
|  | ETécnicas | Modifié le : 1/08/2022 07:18 Taille : 905 Ko |
|  | Memórias | Modifié le : 1/08/2022 16:02 |
|  | Electricidade_MemDescJustif_CM_Nacala_15.12.17_Final | Modifié le : 1/08/2022 07:18 Taille : 1,19 Mo |
|  | Mdescritiva de Electricidade | Modifié le : 1/08/2022 07:18 Taille : 1,11 Mo |
|  | Projecto Detalhado | Modifié le : 1/08/2022 07:18 Taille : 4,28 Mo |
|  | Quantidades.Orcamento | Modifié le : 1/08/2022 16:02 |
|  | Estimativa de Custo_Electricidade | Modifié le : 1/08/2022 07:18 Taille : 120 Ko |
|  | Estimativa de Custo_Electricidade_resumo | Modifié le : 1/08/2022 07:18 Taille : 118 Ko |
|  | Estimativa de Custo_fase1_lixeira | Modifié le : 1/08/2022 07:18 Taille : 82,4 Ko |
|  | Estimativa de Custo_fase2 | Modifié le : 1/08/2022 07:18 Taille : 139 Ko |
|  | Estimativa de Custo_fase3_ | Modifié le : 1/08/2022 07:18 Taille : 35,0 Ko |
|  | Estimativa de Custo_notas_gerais | Modifié le : 1/08/2022 07:18 Taille : 35,6 Ko |
|  | Estimativa de Custo_Resumo | Modifié le : 1/08/2022 07:18 Taille : 32,3 Ko |
|  | Quantidades | Modifié le : 1/08/2022 07:18 Taille : 213 Ko |

Preliminary review of existing design documents

In August 2022, Enabel requested an independent engineering bureau to carry out a preliminary engineering review of the studies prepared by Royal Haskoning DHV. The preliminary review concluded that the studies can be used for preparing the construction tender, however a number of potential issues were highlighted which will have to be considered by the Contractor when performing its Services. The findings from the independent engineering bureau can be made available upon request by the tenderer. Final responsibility for assessing and using existing studies, including the findings and observations from the independent engineering bureau, will remain with the Contractor.

5.2.2 Nampula

Overview of the waste sector

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

According to Nampula's Integrated Waste Management Plan¹¹, the daily municipal waste production stood at 261 tons in 2017 with a forecast of 315 tons per day in 2022. Less than 40% of the waste is being collected. The majority of the waste produced consists of so-called fine fraction (i.e. sand, earth, dust and ashes - inert waste), followed by organic waste (see Table 3).

Table 3: Waste characterization in Nampula

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

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

Proposed waste infrastructure

The proposed waste treatment infrastructure to be constructed in Nampula includes a controlled landfill and a composting facility. Note: a Material Recovery Facility is planned in a different location but is not part of the scope of this tender.

Location and available area

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

¹¹ *Plano de Gestão Integrada de Resíduos Sólidos Urbanos do Município de Nampula (2018-2022)*, approved by the Municipal Assembly in 2019
















The coordinates of the site are:

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

Existing engineering studies

A detailed engineering study (*Projecto Executivo*) including engineering drawings and Bill of Quantities for the landfill and composting centre were prepared by *Ethaia Consultoria* in 2022.

The available documents and forms (file type) are listed below.

| | | |
|---|--|--|
|  | 1. Nampula | Modifié le : 1/08/2022 16:01 |
|  | C. Technical and Economic Studies | Modifié le : 17/08/2022 20:51 |
|  | C.2 20190909_Ethaia_apresentacao_AP_Nampula_CM | Modifié le : 1/08/2022 07:15 Taille : 9,32 Mo |
|  | C.2 AP_AC_nampula_mapa_quantidades_orcamento_02_exp | Modifié le : 1/08/2022 07:15 Taille : 440 Ko |
|  | C.2 AP_AC_nampula_memoria_02_exp | Modifié le : 1/08/2022 07:15 Taille : 10,8 Mo |
|  | C.2 AP_AC_nampula_pecas_desenhadas_01_exp | Modifié le : 1/08/2022 07:15 Taille : 80,8 Mo |
|  | C.7 2017 Nampula - Waste characterization (PRODEM) Auteurs : João Vaz | Modifié le : 1/08/2022 07:16 Taille : 3,02 Mo |
|  | C.7 Caracterizacao_de_RSU_Nampula_final_04_entregue | Modifié le : 1/08/2022 07:16 Taille : 3,56 Mo |
|  | Nampula (APD) | Modifié le : 8/08/2022 12:59 |
|  | Especificacoes_Tecnicas_Aterro_Nampula_v01_final | Modifié le : 8/08/2022 12:52 Taille : 1,44 Mo |
|  | Mapa_quantidades_orcamento_PE_v02_final | Modifié le : 8/08/2022 12:51 Taille : 589 Ko |
|  | PE_Aterro_Nampula_02-7_final_anexos | Modifié le : 8/08/2022 12:51 Taille : 9,53 Mo |
|  | desenhos_PE_rev | Modifié le : 8/08/2022 12:58 |
|  | _MACOSX | Modifié le : 8/08/2022 12:58 |
|  | desenhos_PE_rev | Modifié le : 8/08/2022 12:59 |



desenhos_PE_rev

Modifié le : 8/08/2022 12:59



01_Localizacao_DES01

Modifié le : 25/02/2022 08:35
Taille : 327 Ko

02_Levantamento_topografico_REV1-DES02

Modifié le : 25/02/2022 08:36
Taille : 611 Ko

03_Implantacao_geral_REV1-DES03

Modifié le : 25/02/2022 08:43
Taille : 2,58 Mo

04_modelacao_REV1-DES04

Modifié le : 25/02/2022 08:51
Taille : 752 Ko

05_Perfis_longitudinais-DES05

Modifié le : 25/02/2022 08:53
Taille : 1,07 Mo

06_Perfis_transversais_REV1-DES06_1

Modifié le : 25/02/2022 09:01
Taille : 923 Ko

06_Perfis_transversais_REV1-DES06_2

Modifié le : 25/02/2022 09:02
Taille : 684 Ko

07_via_de_acesso_REV1-DES07_1

Modifié le : 25/02/2022 09:05
Taille : 0,99 Mo

07_via_de_acesso_REV1-DES07_2

Modifié le : 25/02/2022 09:06
Taille : 347 Ko

08_sistema_impermeabilizacao_REV2-DES08

Modifié le : 5/04/2022 12:36
Taille : 1,12 Mo

09_Pluviais_REV1-DES09_2

Modifié le : 25/02/2022 09:11
Taille : 381 Ko

09_Pluviais_REV2-DES09

Modifié le : 5/04/2022 12:38
Taille : 383 Ko

10_Lixiviados_REV2-DES10_1

Modifié le : 5/04/2022 13:28
Taille : 2,30 Mo

10_Lixiviados_REV2-DES10_2

Modifié le : 5/04/2022 12:38
Taille : 575 Ko

11_Biogas_REV1-DES09

Modifié le : 25/02/2022 09:14
Taille : 1,15 Mo

12_Plano_encerramento_REV2-DES12_FOLHA1

Modifié le : 5/04/2022 13:05
Taille : 1,37 Mo

12_Plano_encerramento_REV-DES12_2

Modifié le : 25/02/2022 09:15
Taille : 270 Ko

13_Perfis_long_encerramento_REV1-DES13

Modifié le : 25/02/2022 09:18
Taille : 422 Ko

14_Perfis_trans_encerramento_REV1-DES014

Modifié le : 25/02/2022 09:20
Taille : 484 Ko

15_Guarita_Arquitectura_REV1-DES15

Modifié le : 25/02/2022 09:21
Taille : 302 Ko

16_Guarita_Estruturas_REV1-DES16

Modifié le : 25/02/2022 09:22
Taille : 362 Ko

17_Guarita_Aguas-Esgotos_REV1-DES17

Modifié le : 25/02/2022 09:23
Taille : 359 Ko

18_Guarita_Inst_eletricas_REV1-DES18

Modifié le : 25/02/2022 09:25
Taille : 449 Ko

| | | |
|---|--|---|
|  | 19_telheiro_REV1-Planta_1 | Modifié le : 25/02/2022 09:27 Taille : 227 Ko |
|  | 19_telheiro_REV1-Planta_2 | Modifié le : 25/02/2022 09:27 Taille : 261 Ko |
|  | 20_Rede_agua-DES20 | Modifié le : 25/02/2022 09:29 Taille : 2,58 Mo |
|  | 21_Rede_electrica-DES21 | Modifié le : 25/02/2022 14:37 Taille : 2,59 Mo |
|  | 22_esquema_unifilar-DES22 | Modifié le : 25/02/2022 09:32 Taille : 344 Ko |
|  | 23_lav_rodados-DES23 | Modifié le : 25/02/2022 09:33 Taille : 257 Ko |
|  | Especificacoes_Tecnicas_Aterro_Nampula_v01_final | Modifié le : 8/08/2022 12:52 Taille : 1,44 Mo |
|  | Mapa_quantidades_orcamento_PE_v02_final | Modifié le : 8/08/2022 12:51 Taille : 589 Ko |
|  | PE_Aterro_Nampula_02-7_final_anexos | Modifié le : 8/08/2022 12:51 Taille : 9,53 Mo |

Preliminary review of existing design documents

In August 2022, Enabel requested an independent engineering bureau to carry out a preliminary engineering review of the studies prepared by *Ethaia Consultoria*. The preliminary review concluded that the studies can be used, however a number of potential issues were highlighted which will have to be considered by the Contractor when performing its Services. The findings from the independent engineering bureau will be made available upon request by the tenderer. Final responsibility for assessing and using existing studies, including the findings and observations from the independent engineering bureau, will remain with the Contractor.

5.3 General objective of the assignment

The general objective of the assignment is to finalize cost-effective, sustainable, and climate resilient Final Designs (*Projecto Executivo*) and tender documents for the construction of the proposed infrastructure projects in the municipalities of Nacala and Nampula.

The preparation of the Final Designs will use and update existing studies as outlined in section 5.2 above. The Final Designs will take into consideration applicable national laws and regulations as well as international best practices. The Final Designs shall also take into consideration a phased approach with the first phase corresponding to the first 5 years of operations leaving sufficient space for future expansion.

The assignment is broken down into the following lots:

- Lot 1: Engineering design services to update and finalise the detailed designs and prepare the tendering documents for the construction of a **Sanitary landfill, composting facility and Material Recovery Facility in the municipality of Nacala**;
- Lot 2: Engineering design services to update and finalise the detailed designs and prepare the tendering documents for the construction of a **Sanitary landfill and composting facility in the municipality of Nampula**.

Tenderers can bid for one or more of the lots.

Each lot will be split up into three phases:

- Phase 1 – Preparatory phase
- Phase 2 – Completion/updating of Final Design (*Projecto Executivo*)
- Phase 3 - Drafting of tender documents

Subsequent launch of the tender will be managed directly by Enabel services and does not make part of the present assignment.

5.4 Lot 1 – Final Design for sanitary landfill, composting facility and Material Recovery Facility in Nacala

Specific objectives and results to be reached

The objective of Lot 1 is to finalize cost-effective, sustainable, and climate resilient Final Designs (*Projecto Executivo*) and tender documents for the construction of the proposed landfill, composting facility and Material Recovery Facility (MRF) in Nacala.

The landfill, composting facility and Material Recovery Facility will all be constructed in the same area. In the original design prepared by Royal Haskoning DHV, an area had been designated for the composting centre, administrative building, and MRF in the northern section of the site. The Royal Haskoning DHV study did however not include the detailed designs for the MRF and since the completion of the studies in 2018 a composting centre was constructed in the eastern part of the landfill area. In addition, the Material Recovery Facility will be managed by an operator which will be different from the operator of the landfill/composting facility. These elements shall be taken into consideration by the Service Provider for the preparation of the Final Designs.

Requested services

Phase 1 - Preparatory phase

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

Activity 1.1: Situational analysis and assessment of existing documents

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

- a) Review the existing engineering design studies and the General Layout of the proposed site, including but not limited to:
 - Royal HaskoningDHV (2017) *Projecto Executivo. Elaboração de um Estudo numa Área Identificada para Deposição Final de Resíduos Sólidos Urbanos*;
 - Royal HaskoningDHV (2017) *Manual de Operação e Exploração do Aterro Controlado de Nacala. Elaboração de um Estudo numa Área Identificada para Deposição Final de Resíduos Sólidos Urbanos*;
 - Mtw. Arquitectos (2017) *Centro de Compostagem de Resíduos Orgânicos – Projecto de Construção. Município de Nacala, Bairro de Muthuzi*;

- b) Review the legal and regulatory context for the construction and operation of waste treatment infrastructure in Mozambique to ensure the conformity of the proposed infrastructure with local and national rules in Mozambique. In case of variation/modification of the applicable rules since the completion of the existing studies the Contractor will integrate the modifications in the final detailed design. This legal context will include also the references to national and/or international norms. In case of absence of national norms, European norms will be applied. At a minimum, the review will consider the following documents:
- Decree 94/2014 – Regulation on Urban Solid Waste Management
 - Decree 79/2017 – Regulation on Extended Responsibility of Producers and Importers of Packaging Material (EPR Regulation)
 - 2010 Technical Directive for the Implementation and Operation of Sanitary Landfills in Mozambique
 - Directive for the Construction, Operation and Closure of Controlled Landfills (Ministerial Diploma 31/2018).
 - Decree 15/2004 of 15 July - Regulation of Water Distribution and Wastewater Drainage Building Systems
 - Decree 30/2003 - Regulation of Public Water Distribution and Wastewater Drainage Systems
 - Decree nº 18/2004 of 2 June, which approves the Regulation on Environmental quality Standards and Effluent Emissions
 - NM 96 2009 - Guidelines for use of rainwater for non-potable purposes
 - Ministerial Diploma of 60/2022, which establishes the procedures to be observed in the planning and budgeting process, in order to ensure that Public Investment Projects formulated by state bodies and institutions, public companies and decentralized entities guarantee resilience to climate change and environmental shocks.
- c) Review available environmental impact assessment documents and summarize relevant recommendations that need to be taken into consideration in the final designs of the proposed waste infrastructure project. Particular attention will be given to the potential impacts from climate change and recommendations for improving the climate resiliency of the proposed waste infrastructure. In case potential climate change impacts are not discussed in existing environmental impact assessment documents, the Contractor shall identify and analyse relevant climate change risks that may impact the proposed infrastructure in the medium and long term and propose measures to mitigate those impacts.
- d) Review of municipal regulations and planning documents in relation to municipal waste management, disposal and treatment, including but not limited to:
- *Postura Municipal de Gestão de Resíduos Sólidos Urbanos e Líquidos, Conselho Municipal da Cidade de Nacala*, Nacala, Novembro 2019 (Municipal by-law of Urban Solid Waste Management);
 - *Plano de Gestão Integrada de Resíduos Sólidos Urbanos (2013-2018)* (Integrated Urban Solid Waste Management Plan);

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

The findings and recommendations from the situational analysis and document review will be summarized in a brief **situational analysis report** which will be discussed with Enabel, MTA and the local authorities during a meeting in Maputo or Nacala.

Activity 1.2 Topographical survey

A new topographical survey will be realized in order to evaluate the ground modification and more particularly the extension of waste dumping since the first studies. This topographical survey will cover the entire area, including the area that will be allocated to the MRF. The topographical survey is deemed included in the prices.

If additional test (drillings) to evaluate the thickness of waste are needed, these tests will be contracted directly by Enabel but the Contractor will remain responsible for test location and types of tests and will assist to those tests. Previously, the Contractor will have to justify to Enabel the type and quantity of tests to perform on site.

Activity 1.3 Finalization and confirmation of the General Layout and use/location of shared and ancillary infrastructures and facilities

The area that has been identified for the construction of the waste treatment infrastructure will incorporate different components, including a sanitary landfill, a composting facility and a Material Recovery Facility. The Material Recovery Facility will be managed by an operator which will be different from the operator of the landfill/composting facility.

In the original design prepared by Royal Haskoning DHV, an area had been designated for the composting centre, administrative building, and MRF in the northern section of the site. The Royal Haskoning DHV study did however not include the detailed designs for the MRF and since the completion of the studies in 2018 a composting centre was constructed in the eastern part of the landfill area.

The Contractor shall review the current situation and in close consultation with Enabel, MTA and the Municipality of Nacala prepare an updated General Layout, which will maintain as much as possible the existing layout as proposed by Royal Haskoning DHV.

In addition, the Contractor shall also propose and discuss the most optimal location and use of the ancillary infrastructure and facilities that will be shared between the MRF and landfill/composting facility (e.g. electricity connection, water connection, weigh bridge, etc.), keeping in mind that the MRF will be operated by a separate private operator. The following presents a list of ancillary infrastructure and facilities that should at a minimum be considered and properly aligned taking into consideration the uses and needs of the separately operated landfill/composting facility and MRF:

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

The results from activity 0 will be presented in a General Layout and a written concept on how to align and optimize the use of ancillary infrastructure and facilities. The final version of the **General Layout and concept for shared and ancillary infrastructure and facilities** will require approval from Enabel, MTA and the local authorities.

Phase 2 - Updating and completion of engineering drawings and Final Designs (Projecto Ejecutivo)

Based on the General Layout and concept for ancillary infrastructure and facilities prepared under Phase 1, Phase 2 will focus on the updating and completion of the Final Designs for the landfill/composting facility (Part A) and the MRF (Part B). Separate designs will be prepared to leave the option open to launch separate construction tenders at a later stage.

It is foreseen that the construction of the MRF will take less time than the construction of the landfill/composting facility. Therefore, the design of the MRF shall include all the necessary ancillary infrastructure to allow for the MRF to start operating before the conclusion of the construction of the landfill/composting facility.

In addition, the preparation of the Final Designs for both the landfill/composting facility and MRF shall take into consideration the following general guidance:

- The selection and design of processing equipment to process and treat the waste materials will be the responsibility of the private operators of the facilities and will not be part of the scope of work of the Contractor.
- The design process should consider a phased approach, with the first phase corresponding to first five (5) years of operations leaving sufficient space for future expansion. The layout to be defined should represent this approach.
- The design firm should consider in its design process low carbon and climate resilient principles, taking as much as possible advantage of natural local conditions and environmental friendly and climate resilient materials and design principles.

PART A: Updating the Final Design of the landfill and composting facility

Activity 2.A.1: Updating of existing drawings

The Contractor will update the existing drawings for the landfill and composting facility, taking into consideration possible limitations from the existing Environmental Impact Assessment and other relevant norms and regulations.

Activity 2.A.2: Control/updating of dimensioning

The Contractor will check and confirm all dimensioning, including but not limited to:

- Partial available waste volumes (by cells);
- Total available waste volume for the whole site when all the cells will be constructed;
- Hydraulic balances month by month and adapted volume of evaporation pond including reserve for composting activities;
- Optimization of wastes slopes;
- Optimization of dams between cells;
- Drafting and/or reviewing of details regarding drainage, geomembrane pipe crossing, etc.

Activity 2.A.3: Updating of technical descriptions

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

Activity 2.A.4: Final design (Projecto Ejecutivo)

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

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

The final detailed design will be submitted for approval to Enabel, MTA and the municipality of Nacala before drafting the tender documents under Phase 3. This approval will constitute a mandatory milestone (stop point) in the planning.

PART B: Preparation and completion of the Final Design of the Material Recovery Facility

The design process will follow a set of interactions/meetings with Enabel, MTA and the local authorities to assure a common understanding of the concept to be developed. In a gradual approach, the Contractor will present three different products to be approved by Enabel, MTA and the local authorities, namely: i) Preliminary study, ii) Preliminary design and iii) Final design.

Activity 1.B.1 Preparation of Preliminary Study

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

- Meet with Enabel, MTA and the Municipality of Nacala in Maputo/Nacala and carry out a site visit to define and clarify main requirements and available data;
- Discuss with Enabel, MTA and local authorities, and provide preliminary advice on the scope of work, project requirements, issues that might arise, etc.
- Deliver a preliminary study covering key data parameters (e.g. temperature, rainfall, humidity, salinity/rusting, etc.) and gaps, legal, technical and environmental considerations and requirements, two MRF alternative layout solutions, including budget and general layout, risks and recommendations;
- Present and discuss with Enabel, MTA and local authorities the advantages/disadvantages of each proposal in order to decide the alternative to follow;
- Review and finalize preliminary study incorporating the comments received from Enabel, MTA and local authorities;

At a minimum, the Preliminary Study shall consider the following components. The Contractor can propose additional elements as and where relevant based on experiences from other MRF projects in Mozambique and abroad.

| Item | Description |
|-----------------------------------|--|
| Warehouse | Recyclable materials will be processed and stored in a covered area to avoid runoff. Material processing should take place in fully covered areas. Material storage can take place in half-open areas with only a roof. The design of the storage areas should specifically take into consideration fire risk. |
| Weighbridge and monitoring system | The weighbridge is a central aspect of the MRF operation and should allow for proper control and monitoring of incoming and outgoing material. The weighbridge shall be shared with the landfill/composting facility (see Part A) and its design and location will need to be aligned. |

| | |
|--|--|
| Water source | The existing design study for the sanitary landfill includes the execution of a borehole as well as a reservoir. Where possible, use of rainwater harvesting solutions should be considered in accordance with NM 96 2009 which establishes the guidelines for the use of rainwater for non-potable purposes. |
| Electricity | The Contractor shall provide design for onsite electrical equipment including transformer, distribution board, power points and wiring. The design shall be aligned and coordinated with Part A. The Contractor shall also include solutions for back up power and present options for the possible use of solar power (with and without batteries). |
| Fence, gate and control building | The area of the MRF will be fenced (including a green curtain) with a gate and control building. |
| Internal roads | Internal road network, including runoff drainage will be designed taking into consideration vehicle circulation needs and in alignment with the internal road system of the sanitary landfill/composting facility under Part A. |
| Water storage and distribution network | Internal water storage and distribution network will be designed taking into consideration the needs of a typical MRF and aligned with the water source and distribution network of the sanitary landfill/composting facility under Part A. |
| Stormwater drainage | <p>Stormwater drainage system will be designed taking into consideration local climatic condition and impacts of future climate change. The stormwater drainage system will be aligned with the stormwater drainage system of the sanitary landfill/composting facility under Part A.</p> <p>As much as possible the design should consider <i>in situ</i> solutions of permeability as included in the Decree 30/2003 that approves the Regulation of Public Water Distribution and Wastewater Drainage Systems. As referred above (NM 96 2009), rainwater harvesting solutions should also be presented.</p> |
| Waste water drainage and treatment | The wastewater drainage and treatment system will need to comply with national regulation, namely Decree n° 18/2004 of 2 June, which approves the Regulation on Environmental quality Standards and Effluent Emissions. A forecast of effluent characteristics will need to be presented in order to identify adequate treatment solutions considering potential washing line. |
| Administrative buildings | <p>The administrative area should entail all administrative and operational needs of the MRF, including the workforce to be allocated. The following elements shall be included:</p> <ul style="list-style-type: none"> • Offices • Kitchen area • Sanitary building and changing rooms |

| | |
|--------------------------------------|---|
| Vehicle parking and maintenance area | Vehicle parking space and vehicle maintenance area (including washing bay) for waste collection vehicle shall be included in the design. |
| Firefighting system | As mandated by the Regulation of Water Distribution and Wastewater Drainage Building Systems all building must include firefighting systems. Based on the storage capacity of the different recycling material to be confirmed from the mass balance, the Contractor will need to present a proper firefighting solution compatible with international standards to be approved by Enabel, MTA and the local authorities. |

Activity 1.B.2: Preparation of Preliminary Design

- Based on the solution approved by Enabel, MTA and the local authorities under Activity 1.B.1, the Contractor will develop the facility in all engineering fields, which will entail:
 - Descriptive and explanatory document with design considerations, including definition of general safety and design verification criteria and main characteristics of the fundamental elements of the MRF;
 - Drawings including general layout, plant and sections, access routes and roads, main infrastructures and elements from the different engineering specialities, and main details necessary to the correct understanding of the proposed waste infrastructure project project;
 - Preliminary bill of quantities;
 - Preliminary budget;
- Present Preliminary Design to Enabel, MTA and local authorities;
- Review and finalize Preliminary Design based on comments from Enabel, MTA and local authorities.

Activity 2.B.3: Preparation of Final Design

- Based on the approved Preliminary Design by Enabel, MTA and local authorities the Contractor will develop the Final Design including all details, namely:
 - Descriptive and explanatory document with design considerations, including definition of general safety and design verification criteria and main characteristics of the fundamental elements of the MRF, including but not limited to characteristics of materials, construction elements, systems, equipment, and networks associated with technical installations
 - Drawings including general layout, plant and sections, access routes and roads, main infrastructures and elements from the different engineering expertise, and all details necessary for the correct understanding of the project;
 - Bill of quantities;
 - Budget;
 - Technical specifications;
- Present Final Design to Enabel, MTA and local authorities;
- Review and finalize the Final Design based on comments from Enabel, MTA and local authorities.

Phase 3 - Drafting of tender documents

The tender documents will be based on Final Designs that will have been approved under Phase 2. Separate tender documents will be prepared for the landfill/composting facility and the MRF. The tender documents drafting phase will include the following services:

- Prepare project brief (*Memoria Descritiva e Justificativa*);
- Finalize detailed drawings for tendering;
- Prepare technical specifications (general and particulars);
- Prepare Bill of Quantities and price descriptions;
- Assistance to Enabel for formulation of specific administrative conditions, including but not limited to:
 - Delay of works execution and eventual phasing delays;
 - Class and agreement of contractors;
 - Requested qualifications and experiences of contractors;
 - Technical criteria to apply for tender comparison.

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

Requested expert profiles

Main Expert N°1 - Project manager

Qualification: Civil works engineer

General experience: at least 15 years of experience in civil works construction project management.

Specific experience: at least 10 years of experience in environmental infrastructures as waste landfills, sealed ponds construction project management.

Main Expert N°2 - Civil works engineer

Qualification: Civil works engineer

General experience: at least 10 years of experience in civil works construction, customized with geotechnical technics, piping, degassing, etc. for waste landfills class 2 or similar infrastructures.

Specific experience: at least 5 years of experience in environmental infrastructures as waste landfills and sealed ponds construction.

Main Expert N°3 - Structural engineer

Qualification: Civil works engineer

General experience: at least 7 years of experience in structure calculation for civil works construction.

Specific experience: at least 5 years of experience in structure calculation for industrial halls and civil engineering works (reinforced concrete, metal structures).

Main Expert N°4 - Hydraulic engineer

Qualification: Hydraulic engineer

General experience: at least 7 years of experience in hydraulic and hydrological calculations.

Specific experience: at least 5 years of experience in drainage systems, water balance and storm basin/storages calculations.

Main Expert N°5 - Architect

Qualification: Architect

General experience: at least 7 years of experience in architecture and building permit request.

Specific experience: at least 5 years of experience in architecture for industrial hall and facilities.

Additional staff

In addition to the experts N°1 to N°5 above, the tenderer may propose any other staff it intends to involve and include in its staff in order to correctly perform the requested Services (including e.g. topographical surveys). Price of additional staff is deemed to be included in the price of the main experts.

Indicative workload by expert

| Description | Position | Workload in months |
|-----------------|------------------------|--------------------|
| Main Expert N°1 | Project manager | 1,0 |
| Main Expert N°2 | Civil works engineer | 2,0 |
| Main Expert N°3 | Structural engineer | 1,0 |
| Main Expert N°4 | Hydraulic engineer | 1,0 |
| Main Expert N°5 | Architect | 1,0 |
| | TOTAL (studies) | 6,0 |

Deliverables and reports

Inception report

An inception report will be presented within two weeks after the commissioning of the contract. This report will present an updating of the contractual planning of the studies presented in the offer and eventually reviewed during a negotiation phase.

Phase 1 - Preparatory phase

During Phase 1, the following deliverables and reports will be produced:

- Deliverable 1.1: Situational analysis report
- Deliverable 1.2: Topographical survey
- Deliverable 1.3 General Layout and concept for shared and ancillary infrastructure and facilities

Phase 2 – Updating and completion of engineering drawings and Final Designs (Projecto Ejecutivo)

During Phase 2, the following deliverables will be produced for the sanitary landfill/composting facility and MRF, respectively:

| Landfill/composting facility | Material Recovery Facility (MRF) |
|---|--|
| Deliverable 2.A.1: Final Design (<i>Projecto Ejecutivo</i>) | Deliverable 2.B.1: Preliminary Study (<i>Estudo Previo</i>) Deliverable 2.B.2: Preliminary Design (<i>Anteproyecto</i>) Deliverable 2.B.3: Final Design (<i>Project Ejecutivo</i>) |

Phase 3 - Tender documents

During Phase 3, the following deliverables will be produced for the sanitary landfill/composting facility and MRF, respectively:

| Landfill/composting facility | Material Recovery Facility (MRF) |
|--|--|
| Deliverable 3.A.1: Tender Book including annexes | Deliverable 3.B.1: Tender Book including annexes |
| Deliverable 3.A.2: Bill of Quantities | Deliverable 3.B.2: Bill of Quantities |
| Deliverable 3.A.3: Book of drawings | Deliverable 3.B.3: Book of drawings |

Miscellaneous

Documents will first be submitted in draft version in order to allow Enabel, MTA and local authorities to comment before approval.

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

It is up to the Contractor to submit additional previous versions in order to ensure a correct step-by-step evolution of the studies and avoid loss of time and/or additional revisions which will be anyway considered included in the services. The Contractor will be responsible for keeping a clear and transparent version management system.

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

All documents will be provided in the following formats:

- For draft documents (Portuguese): Transmission by e-mail of readable PDF files and/or source files (for easy comment in document) if requested by Enabel;
- For final documents (English and Portuguese):
 - Transmission by hand or post of printed documents including written documents, drawings, etc. constituting a whole document as, for example, the Final Design report or the final tender documents.

Printed documents will be provided in **6 copies to Enabel** to share with internal staff and stakeholders.

- Transmission to Enabel of all source files of maps (SHP, ...) and drawings (DWG, DXF, MSR, etc.), unlocked and in 3D when 3D information are used on it (contour lines, etc.).

Schedule of studies

Timeframe for approval by Enabel and local authorities

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

Control and stop points to consider in the planning proposal

Control milestones will be at least:

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

Planning proposal

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

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

Presence in Nacala

Permanent presence in Nacala will not be mandatory. However, the Contractor may be requested to travel to Nacala from time to time to participate in planning meetings and consultations. The costs related to this travel will be borne by Enabel, according to our established travel rules.

Enabel also reserves the right to organise meetings in Maputo.

Ongoing activities on the site

The Contractor is informed that the present dumpsite will have to remain operational during the construction phase and that phases and details drawings will have to be adapted in this sense.

5.5 Lot 2 – Final Design for sanitary landfill/composting facility in Nampula

Specific objectives and results to be reached

The objective of Lot 2 is to finalize a cost-effective, sustainable, and climate resilient Final Design (*Projecto Executivo*) and tender documents for the construction of the proposed landfill and composting facility in Nampula.

Requested services

Phase 1 – Preparatory phase

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

Activity 1.1 Situational analysis and assessment of existing documents

The Contractor will start the assignment with a detailed situational analysis and review and assessment of the existing documents with the aim to get a complete understanding of the status of the project and to identify regulatory requirements and recommendations and

findings from previous studies that should be taken into consideration when finalizing the engineering designs. In particular, the following activities will be carried out:

- a) Review the existing engineering design studies and the General Layout of the proposed site, including but not limited to:
 - *Ante-Projecto do Aterro Controlado de Nampula, Memória Descritiva e Justifica*, Ethaia Consultoria Lda, November 2019
 - *Ante-Projecto do Aterro Controlado de Nampula, Mapa de Quantidades e Orçamento*, Ethaia Consultoria Lda, 2019,
 - *Projecto Executivo do Aterro Controlado de Nampula, Memória Descritiva e Justificativa*, Ethaia Consultoria Lda, 2022
- b) Review the legal and regulatory context for the construction and operation of waste treatment infrastructure in Mozambique to ensure the conformity of the infrastructure with local and national rules in Mozambique. In case of variation/modification of the applicable rules since the completion of the existing studies the Contractor will integrate the modifications in the Final Design. This legal context will include also the references to national and/or international norms. In case of absence of national norms, European norms will be applied. At a minimum, the review will consider the following documents:
 - Decree 94/2014 – Regulation on Urban Solid Waste Management
 - Decree 79/2017 – Regulation on Extended Responsibility of Producers and Importers of Packaging Material (EPR Regulation)
 - 2010 Technical Directive for the Implementation and Operation of Sanitary Landfills in Mozambique
 - Directive for the Construction, Operation and Closure of Controlled Landfills (Ministerial Diploma 31/2018).
 - Decree 15/2004 of 15 July - Regulation of Water Distribution and Wastewater Drainage Building Systems
 - Decree 30/2003 - Regulation of Public Water Distribution and Wastewater Drainage Systems
 - Decree nº 18/2004 of 2 June, which approves the Regulation on Environmental quality Standards and Effluent Emissions
 - NM 96 2009 - Guidelines for use of rainwater for non-potable purposes
 - Ministerial Diploma of 60/2022, which establishes the procedures to be observed in the planning and budgeting process, in order to ensure that Public Investment Projects formulated by state bodies and institutions, public companies and decentralized entities guarantee resilience to climate change and environmental shocks.
- c) Review available environmental impact assessment documents and summarize relevant recommendations that need to be taken into consideration in the Final Design of the proposed waste infrastructure project. Particular attention will be given to potential impacts of climate change and recommendations for improving the climate resiliency of the proposed waste infrastructure. In case potential climate change impacts are not discussed in the environmental impact assessment documents, the Contractor shall identify and analyse relevant climate change risks that may impact the proposed infrastructure in the medium and long term and propose measures to mitigate those impacts.
- d) Review of municipal regulations and planning documents in relation to municipal waste management, disposal and treatment including but not limited to:
 - *Código de posturas municipais e proposta de taxas (geral) aprovado Julho 2011*
 - *Código de posturas do Município da Cidade de Nampula – 2020*

- *Plano de Gestão Integrada de Resíduos Sólidos Urbanos do Município de Nampula (2018-2022), Aprovado pela Assembleia Municipal em Julho de 2019*

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

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

Phase 2 - Updating of Final Design (*Projecto Executivo*)

Activity 2.1 Control/updating of existing drawings

The Contractor will update the existing drawings taking into consideration possible limitations from the existing Environmental Impact Assessment and other relevant norms and regulations.

Activity 2.2 Control/updating of dimensioning

The Contractor will check and confirm all dimensioning, including but not limited to:

- Partial available waste volumes (by cells);
- Total available waste volume for the whole site when all the cells will be constructed;
- Hydraulic balances month by month and adapted volume of evaporation pound including reserve for composting activities;
- Optimization of wastes slopes;
- Optimization of dams between cells;
- Drafting and/or reviewing of details regarding drainage, geomembrane pipe crossing, etc.

Activity 2.3 Updating of technical descriptions

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

*Activity 2.4 Final Design (*Projecto Executivo*)*

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

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

The Final Design will be submitted for approval to Enabel, MTA and the municipality of Nampula before drafting the tender documents under Phase 3. This approval will constitute a mandatory milestone (stop point) in the planning.

Phase 3 - Drafting of tender documents

The tender documents drafting phase will include the following services:

- Finalize drawings for tendering;
- Prepare technical specifications (general and particulars);
- Price descriptions;

- Bill of quantities;
- Assistance to Enabel for formulation of specific administrative conditions, including but not limited to:
 - Delay of works execution and eventual phasing delays;
 - Class and agreement of contractors;
 - Requested qualifications and experiences of contractors;
 - Technical criteria to apply for tender comparison.

Approval of full tender documents by Enabel will be needed before final tender launch and publication.

Requested profiles and experience

Main Expert N°1 - Project manager

Qualification: Civil works engineer

General experience: at least 15 years of experience in civil works construction project management.

Specific experience: at least 10 years of experience in environmental infrastructures as waste landfills, sealed ponds construction project management.

Main Expert N°2 - Civil works engineer

Qualification: Civil works engineer

General experience: at least 10 years of experience in civil works construction, customized with geotechnical techniques, piping, degassing, etc. for waste landfills class 2 or similar infrastructures.

Specific experience: at least 5 years of experience in environmental infrastructures as waste landfills and sealed ponds construction

Main Expert N°3 - Structural engineer

Qualification: Civil works engineer

General experience: at least 7 years of experience in structure calculation for civil works construction

Specific experience: at least 5 years of experience in structure calculation for industrial halls and civil engineering works (reinforced concrete, metal structures).

Main Expert N°4 - Hydraulic engineer

Qualification: Hydraulic Engineer

General experience: at least 7 years of experience in hydraulic and hydrological calculations.

Specific experience: at least 5 years of experience in drainage systems, water balance and storm basin/storages calculations

Main Expert N°5 - Architect

Qualification: Architect

General experience: at least 7 years of experience in architecture and building permit request.

Specific experience: at least 5 years of experience in architecture for industrial hall and facilities.

Additional staff

In addition to the expert N°1 to N°5 above, the tenderer may propose any other staff it intends to involve and include in its staff in order to correctly perform the requested Services. Price of additional staff is deemed to be included in the price of the main experts.

Indicative workload by expert

| Description | Position | Workload in months |
|---|------------------------|--------------------|
| Studies Phases and tender period | | |
| Main Expert N°1 | Project manager | 0.5 |
| Main Expert N°2 | Civil works engineer | 1.0 |
| Main Expert N°3 | Structural engineer | 0.25 |
| Main Expert N°4 | Hydraulic engineer | 0.5 |
| Main Expert N°5 | Architect | 0.25 |
| | TOTAL (studies) | 2.5 |

Deliverables and reports

Inception report

An inception report will be drafted after a maximum two weeks after the commissioning of the contract. This report will present an updating of the contractual planning of the studies presented in the offer and eventually reviewed during a negotiation phase.

Phase 1 - Updating of engineering drawings and detailed design

During Phase 1, the following deliverables and reports will be produced:

- Deliverable 1.1 Situational analysis report

Phase 2 – Updating of Final Design

During Phase 2, the following deliverables and reports will be produced:

- Deliverable 2.1: Final Design (*Projecto Ejecutivo*)

Phase 3 - Tender documents

During Phase 3, the following deliverables will be produced:

- Deliverable 3.1: Tender Book including annexes
- Deliverable 3.2: Bill of Quantities
- Deliverable 3.3: Book of drawings

Miscellaneous

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

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

It is up to the Contractor to submit additional previous versions in order to ensure a correct step-by-step evolution of the studies and avoid loss of time and/or additional revisions which will be anyway considered included in the services. The Contractor will be responsible for keeping a clear and transparent version management system.

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

All documents will be provided in the following formats:

- For draft documents (Portuguese): Transmission by e-mail of readable PDF files and/or source files (for easy comment in document) if requested by Enabel.
- For final documents (English and Portuguese):
 - Transmission by hand or post of printed documents including written documents, drawings, etc. constituting a whole document as, for example, the Final Design report or the final tender documents.

Printed documents will be provided in **6 exemplars to Enabel** to share with internal staff and stakeholders.

- Transmission to Enabel of all source files of maps (SHP, ...) and drawings (DWG, DXF, MSR, etc.), unlocked and in 3D when 3D information are used on it (contour lines, etc.).

Schedule of studies

Timeframe for approval by Enabel and local authorities

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

Control and stop points to consider in the planning proposal

Control milestones will be at least:

- ⇒ After submitting the detailed design report
- ⇒ After submitting the tender documents

Planning proposal

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

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

Presence in Nampula

Permanent presence in Nampula will not be obligatory. However, the Contractor may be requested to travel to Nampula from time to time to participate in planning meetings and consultations. The costs related to this travel will be borne by Enabel, according to our established travel rules.

Enabel also reserves the right to organise meetings in Maputo.

6 Forms

6.1 Identification forms

6.1.1 Natural person

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

| | | | |
|---|--|---|----------------------------|
| I. PERSONAL DATA | | | |
| FAMILY NAME(S)① | | | |
| FIRST NAME(S)① | | | |
| DATE OF BIRTH | | | |
| JJ MM YYYY | | | |
| PLACE OF BIRTH (CITY, VILLAGE) | | COUNTRY OF BIRTH | |
| TYPE OF IDENTITY DOCUMENT | | | |
| IDENTITY CARD | | PASSPORT | DRIVING LICENCE② OTHER③ |
| ISSUING COUNTRY | | | |
| IDENTITY DOCUMENT NUMBER | | | |
| PERSONAL IDENTIFICATION NUMBER④ | | | |
| PERMANENT PRIVATE ADDRESS | | | |
| POSTCODE | | P.O. BOX | CITY |
| REGION ⑤ | | COUNTRY | |
| PRIVATE PHONE | | | |
| PRIVATE E-MAIL | | | |
| II. BUSINESS DATA | | If YES, please provide business data and attach copies of official supporting documents | |
| Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ? YES NO | | BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY | |
| DATE | | SIGNATURE | |

① As indicated on the official document.

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

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

④ See table with corresponding denominations by country.

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

6.1.2 Legal person entity private/public legal body

To fill the form, please click here:

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

| | | | |
|--|-----------------|----------------|--------------|
| OFFICIAL NAME ② | | | |
| ABREVIATION | | | |
| MAIN REGISTRATION NUMBER③ | | | |
| SECONDARY REGISTRATION NUMBER (if applicable) | | | |
| PLACE OF MAIN REGISTRATION | CITY | COUNTRY | |
| DATE OF MAIN REGISTRATION | DD | MM | YYYY |
| VAT NUMBER | | | |
| OFFICIAL ADDRESS | | | |
| POSTCODE | P.O. BOX | CITY | |
| COUNTRY | | | PHONE |
| E-MAIL | | | |
| DATE | | STAMP | |
| SIGNATURE OF AUTHORISED REPRESENTATIVE | | | |

-
- ① **Public law body WITH LEGAL PERSONALITY**, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② **National denomination and its translation in EN or FR if existing.**
- ③ **Registration number in the national register of the entity.**

6.1.3 Public law entity

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

| | | | | |
|--|-----------------|-------------------------------|----------------|-------------|
| OFFICIAL NAME^① | | | | |
| BUSINESS NAME (if different) | | | | |
| ABREVIATION | | | | |
| LEGAL FORM | | | | |
| ORGANISATION TYPE | | FOR PROFIT | | |
| | | NOT FOR PROFIT | | |
| | | NGO^② YES NO | | |
| MAIN REGISTRATION NUMBER^③ | | | | |
| SECONDARY REGISTRATION NUMBER (if applicable) | | | | |
| PLACE OF MAIN REGISTRATION | | CITY | COUNTRY | |
| DATE OF MAIN REGISTRATION | | DD | MM | YYYY |
| VAT NUMBER | | | | |
| ADDRESS OF HEAD OFFICE | | | | |
| POSTCODE | P.O. BOX | | CITY | |
| COUNTRY | PHONE | | | |
| E-MAIL | | | | |
| DATE | | STAMP | | |
| SIGNATURE OF AUTHORISED REPRESENTATIVE | | | | |

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

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

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

6.1.4 Subcontractors

| Name and legal form | Address / Registered office | Object |
|---------------------|-----------------------------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |

6.2 Financial identification

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

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

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

| | |
|--|--|
| SIGNATURE OF ACCOUNT HOLDER (Obligatory) | DATE (Obligatory) |
| | |

¹² This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

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

6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

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

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

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

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

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

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2

.....

Place, date

6.4 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

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

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

.....

Place, date

6.5 Power of attorney

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

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

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

At the latest before award, the tenderer must provide a **recent certification**^{Error! Bookmark not defined.} from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

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

At the latest before award, the tenderer must provide a **recent certification**^{Error! Bookmark not defined.} (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

6.8 List of the main similar services

The tenderer must provide in his offer the list of the **main similar services in the last three years**, including the relevant dates, the public or private bodies on behalf of which they were carried out and a reference, showing that the tenderer has experience in performing those services.

To qualify for **1 lot**, the similar services must include at least 3 references, of which 2 refer to waste/wastewater treatment/recycling infrastructure. Each service must exceed or equal 50.000 euros.

To qualify for **both lots**, the similar services must include at least 6 references, of which 3 refer to waste/wastewater treatment/recycling infrastructure. Each service must exceed or equal 50.000 euros.

| Description of the main similar services performed including name of public or private bodies and amount involved | Relevant dates in the last 3 years | Name and contact information of reference |
|---|------------------------------------|---|
| | | |
| | | |
| | | |
| | | |
| | | |

For each of the projects listed, the tenderer must provide in his offer the certificates of completion (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

6.9 Key experts

The Tenderer must complete the **appropriate table for each proposed staff** of each lot and must submit the **supporting documents**. The supporting documents include: Signed CVs (no longer than 3 pages), copy certificates of education, and proof of experience (e.g., employment contract, service contract, undertaking to provide services...).

6.9.1 Project manager

| Proposed position | Name of expert | Age | Educational background | Years of experience in civil works construction project management | Years of experience in environmental infrastructures as waste landfills, sealed pounds construction project management |
|--|----------------|------|------------------------|--|--|
| Project manager | | | | | |
| Description of the services for which you were responsible | | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

6.9.2 Civil works engineer

| Proposed position | Name of expert | Age | Educational background | Years of experience in civil works construction | Years of experience in environmental infrastructures as waste landfills, sealed pounds construction |
|--|----------------|------|------------------------|---|---|
| Civil works engineer | | | | | |
| Description of the services for which you were responsible | | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

6.9.3 Structural engineer

| Proposed position | Name of expert | Age | Educational background | Years of experience in structure calculation for civil works construction | Years of experience in structure calculation for industrial halls and civil engineering works |
|--|----------------|----------|------------------------|---|---|
| Civil works engineer | | | | | |
| Description of the services for which you were responsible | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

6.9.4 Hydraulic engineer

| Proposed position | Name of expert | Age | Educational background | Years of experience in hydraulic and hydrological calculations | Years of experience in drainage systems, water balance and storm basin/storage calculations |
|--|----------------|----------|------------------------|--|---|
| Hydraulic engineer | | | | | |
| Description of the services for which you were responsible | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

6.9.5 Architect

| Proposed position | Name of expert | Age | Educational background | Years of experience in architecture and building permit request | Years of experience in architecture for industrial hall and facilities |
|--|----------------|----------|------------------------|---|--|
| Architect | | | | | |
| Description of the services for which you were responsible | Year | Position | Value | Client's Contacts (tel. nr or e-mail address) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

6.10 Financial offer & tender form

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following prices, in EUR and exclusive of VAT (written in figures):

Lot 1: Engineering design services to finalise the detailed designs and prepare the tendering documents for the construction of a Sanitary landfill, composting facility and Material Recovery Facility in the municipality of Nacala

| No. | Description | Total price excl. VAT* | |
|--------------------------------|-----------------------------|--------------------------|--|
| 1. | Phase 1 – Preparatory phase | | |
| 2. | Phase 2 - Final Designs | | |
| 3. | Phase 3 – Tender documents | | |
| VAT percentage (if applicable) | | Global price (excl. VAT) | |

* Cf. points 3.4.3 “Price determination”, 3.4.3.1 “Elements included in the price” and 4.15.2 “Invoicing and payment of services (Art. 66-72 and 160).

The tenderer should provide a **breakdown of the lump-sum price** of the financial offer. In case the contract is extended, the disaggregated unit prices mentioned in the contract apply.

In case the contract is extended, the prices mentioned in the contract apply.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following prices, in EUR and exclusive of VAT (written in figures):

Lot 2: Engineering design services to finalise the detailed designs and prepare the tendering documents for the construction of a Sanitary landfill and composting facility in the municipality of Nampula

| No. | Description | Total price excl. VAT* | |
|---------------------------------------|-----------------------------|---------------------------------|--|
| 1. | Phase 1 – Preparatory Phase | | |
| 2. | Phase 2 – Final Design | | |
| 3. | Phase 3 – Tender documents | | |
| VAT percentage (if applicable) | | Global price (excl. VAT) | |

* Cf. points 3.4.3 “Price determination”, 3.4.3.1 “Elements included in the price” and 4.15.2 “Invoicing and payment of services (Art. 66-72 and 160).

The tenderer should provide a **breakdown of the lump-sum price** of the financial offer. In case the contract is extended, the disaggregated unit prices mentioned in the contract apply.

In case the contract is extended, the prices mentioned in the contract apply.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Overview of documents to be submitted

1. Identification form, including list of subcontractors;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderers;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - The document certifying that the Tenderer is in order with the payment of social contributions;
 - The document certifying that the Tenderer is in order with the payment of taxes.
7. Information pertaining to selection criteria, namely:
 - Technical capacity: List of similar services (Form 6.8);
8. Technical offer (to be included as part of the offer):
 - A description of the tenderer's proposed approach, timeline and comments on the ToR;
 - Team member roles, profiles, credentials and experience, including team members with Portuguese language skills.
 - Key experts forms (Form 6.9)
9. Financial offer & Tender form (Form 6.10)