



**Tender: MOZ22005-10070**

Update of the Integrated Municipal Solid Waste Management  
Plans of Nampula and Nacala Municipalities

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# 1 General point

## 1.1 Deviations from the General Implementing Rules

Point 4 “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

## 1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “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).

Enabel, supports the developing countries in the fight against poverty on behalf of the Belgian government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

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

## 1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation<sup>1</sup>, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup> as well as the Belgian Law of 23 November 2017<sup>3</sup> changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

The following developments are also a leitmotiv in Enabel 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 are important touchstones.
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>4</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>5</sup> 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

<sup>1</sup> Belgian Official Gazette of 26 March 2013

<sup>2</sup> Belgian Gazette of 30 December 1998

<sup>3</sup> Belgian Official Gazette of 11 December 2017

<sup>4</sup> Belgian Official Gazette of 18 November 2008

<sup>5</sup> <http://www.ilo.org/ilolex/english/convdisp1.htm>.

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 respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 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.

#### **1.4 Rules governing the public contract**

This public contract shall be governed by the Belgian law, among others:

- The Law of 17 June 2016 on public procurement<sup>6</sup>;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts<sup>7</sup>;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector<sup>8</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts<sup>9</sup>;
- Circulars of the Prime Minister with regards to public contracts<sup>6</sup>;
- 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 regarding 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 regarding the processing of personal data.

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://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/who-we-are/integrity>

#### **1.5 Definitions**

The following definitions shall be used for the purposes of this contract:

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- 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 contract or implementation of a contract already concluded with the contracting authority;

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6 Belgian Official Gazette of 14 July 2016.

7 Belgian Official Gazette of 21 June 2013.

8 Belgian Official Gazette of 09 May 2017.

9 Belgian Official Gazette of 14 February 2013.

- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Litigation: Court action;
- Technical specifications/Terms of Reference: 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 kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;
- 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;
- 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 regarding 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 his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour 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 his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse, and they must abide by the basic principles and guidelines laid down in this policy.

**1.7.4.** Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidate's 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 via <https://www.enabel.be/report-an-integrity-problem>

## **1.8 Applicable law and competent court**

The public 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 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. See also point 4.17 "Litigation (Art. 73)".



## **2 Object and scope of the contract**

### **2.1 Type of contract**

Public contract of services.

### **2.2 Object and scope of the contract.**

The tender consists in an *Update of Integrated Municipal Solid Waste Management Plan in Nampula and Nacala Municipalities*.

### **2.3 Quantities**

The quantities of "man/days" set in "Terms of references" - section 5 – Point 7 "indicative workload by expert" are given as an indication, and the tenderer is required to provide an adequate workplan to carry out all the services and deliverables (and as specified in its tender) – see ". The tenderer will propose a lump sum price for achieving the deliverables based on his own analysis of the necessary quantities.

### **2.4 Duration**

The assignment is expected to be completed within 6 months after reception of award notification from Enabel.

## 3 Procedure

### 3.1 Award procedure

This contract is awarded in accordance with Article 42, §1, al. 1, 1°, a) of the Law of 17 June 2016 on public procurement via a Negotiated Procedure without Prior Publication.

### 3.2 Publication

These tender documents are published on the Enabel website ([www.enabel.be](http://www.enabel.be)).

Interested economical operators that take note of these specifications via the Enabel website and that meet the conditions for participation in this contract are invited to tender.

### 3.3 Information

The awarding of this contract is coordinated by Mrs. Lidia Uamusse- Procurement assistant of Enabel in Mozambique. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

**Until 6 days** before the deadline to submit a bid, tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Mr. Carmindo Penina ([lidia.uamusse@enabel.be](mailto:lidia.uamusse@enabel.be)) cc [tendersmoz@enabel.be](mailto:tendersmoz@enabel.be)

They will be answered in the order received.

Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and considering any corrections made to the contract notice or the tender documents that are published on the Enabel website or that are sent to him by e-mail.

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 tender documents that precludes him from establishing his price or compare tenders, within 10 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 tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;
5. Power of Attorney;
6. Updated certification of registration

7. The document certifying that the tenderer is in order with the payment of social contributions;
8. The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: List of the main similar services and certificates associated.
10. Form 6.10: Financial offer & Tender form.
11. Form 6.11: Technical offer;

The tenderer is strongly advised to use the tender forms in annex (see point 6 “Forms”). When not using this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions.

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

### **3.4.2 Price determination**

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

**This contract is a lump-sum prices contract.** The tenderer will propose a lump sum price for achieving the deliverables based on his own analysis of the necessary quantities.

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

### **3.4.3 Elements included in the price**

The service provider is supposed to have all necessary expenses included in its prices for the execution of the contract, including all fees and taxes of any kind generally burdening the services, except for value-added tax. The service provider should consider especially the following costs:

- Fees;
- **International** (must be a lumpsum price in the price form) and Local travel (and field related logistic), insurances, visas, communication expenses;
- Per diems and accommodation costs;
- Administrative and secretarial costs;
- The cost of documentation related to the services and possibly required by the contracting authority;
- The production and delivery of documents or pieces related to the execution of the services;
- Reception costs;
- All expenses, personnel costs, and material costs necessary for the execution of this contract;
- Remuneration as copyright fees;
- Purchase or rental from third parties of services necessary for the execution of the contract.
- But also communication expenses (including internet), all costs and expenses of personnel or material necessary for the execution of this contract, remuneration as copyright fees, purchase or rental from third parties of services necessary for the execution of the contract.
- **The withholding taxes.** The tenderer is responsible for calculation of the withholding taxes applicable.

#### 3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of **90 calendar days** from the deadline for the submission of tenders.

#### 3.5 Submission of tenders

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

The offer may be submitted in **English or Portuguese**. It is NOT necessary to submit an offer in both languages.

Applicants are invited to submit their technical and financial proposals. Technical proposals must present, but not limited to, a description of the consultant's relevant experience in similar work, methodology of the consultancy, activities to be carried out and its rationale, schedule, and deliverables, including the updated and signed curriculum vitae.

The award criteria are set up in the “request for price” form.

The tender and all accompanying documents must be numbered and signed (**original handwritten signature**) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

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 14/10/2024 at 12:00**.

It is submitted in a properly sealed envelope bearing the following information: Tender **MOZ22005-10070**

It may be submitted:

- a) By courier

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

Enabel in Mozambique  
Av. Kenneth Kaunda, 264  
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).

**NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED**

Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the electronic offers are sent in due time.

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

### **3.6 Amending or withdrawing tenders**

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative.

The object and the scope of the changes must be described in detail.

Any withdrawal shall be unconditional.

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.

### **3.7 Opening of tenders**

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 "Submission of tenders". The tenders shall be opened behind closed doors without the tenderers.

### **3.8 Evaluation of tenders**

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 either of rejecting the offer or of terminating the contract.

#### **3.8.1 Exclusion grounds and selection criteria**

##### **Exclusion grounds**

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 "Declaration on honour".

The tenderer will provide the required supporting document(s) regarding the exclusion criteria mentioned under point 6 "Forms" to the contracting authority at the latest upon contract awarding, namely the following:

1. Signed and dated **declaration of honour** form;
2. Copies of the most recent documents showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the **payment of social contributions**;
4. The document certifying that the tenderer is in order with the **payment of taxes**.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant

ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

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

### **3.8.2 Selection criteria**

Before the contracting authority can start investigating the regularity of the tenders and evaluating them based on 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 point 6 “Forms”.

#### **Cvs of the team members proposed**

To carry out the requested work, the Consultant must present a team of specialists whose allocation must ensure the expected results within the expected deadline. For this purpose, and considering the different qualification needs, below the proposed team composition.

The team leader will be responsible for communication with Enabel and general planning of activities. At least one of the Main Expert must be proficient in Portuguese language (written and spoken).

#### **To bid selected for this tender the tenderer must join to his bid the CVs of the Proposed team member that meet the minimum requirement set bellow**

Role	Criteria Type	Minimum Selection Criteria
Main Expert N°1 – Team Leader	Qualification	Bachelor’s degree in Environmental or Civil Engineering, Environmental Management, or related field
	General Experience	At least 8 years in municipal solid waste management, preferably in Mozambique
	Specific Experience	Must have led or facilitated the development of at least two MSWM plans within the last five years for cities with populations exceeding 200,000 inhabitants
Main Expert N°2 – Solid Waste Expert	Qualification	Bachelor’s degree in Environmental or Civil Engineering, Environmental Management, or related field

Role	Criteria Type	Minimum Selection Criteria
	General Experience	At least 5 years of experience in environmental studies and/or assessments, with a focus on municipal solid waste management
	Specific Experience	At least 3 years of experience in municipal solid waste management and implementation of waste valorisations initiatives related to waste-banks (ecopoints); In-depth knowledge of technical and operational aspects of solid waste management systems, especially the collection and transport component
Main Expert N°3 – Planning and Finances Expert	Qualification	Bachelor’s degree in Urban Planning, Public Administration, Economics, or a related field
	General Experience	At least 5 years of experience in financial planning and management within municipal projects
	Specific Experience	At least 3 years of experience in developing financial models for municipal services; In-depth knowledge of municipal management, namely planning processes
Main Expert N°4 – Social Science Expert	Qualification	Bachelor’s degree in Social Sciences, or a related field
	General Experience	At least 5 years of experience in social studies, including gender analysis and vulnerable group assessments
	Specific Experience	At least 3 years of experience in social studies, including gender analysis and vulnerable group assessments

### **Additional staff**

In addition to the main experts above, the tenderer may propose any other staff it intends to involve and include in its staff to correctly perform the requested Services, including field surveyors.

Attention: **additional point** will be given **for extra experiences/competences** of the experts as mentioned **in the award criteria section** bellow

### **Regularity of tenders**

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

The contracting authority reserves the right to regularise irregularities before and/or during the negotiations.

### **3.8.3 Negotiations**

Enabel reserves the right to negotiate within the limit allowed by the law.

### **3.8.4 Award criteria**

In accordance with Article 76 of the Royal Decree of April 18, 2017, on the award of public contracts in the traditional sectors, the contracting authority verifies the regularity of bids. Only regular bids will be taken into consideration and evaluated against the award criteria.

The tender will be awarded to bidders who have not been excluded and who meet the qualitative selection criteria. Tenders will be ranked according to the following criteria:

#### **Award criteria (100 Points)**

The following awarding will be used, including the detailed criteria below.

<b>Criterion 1: Technical part (70%)</b>
------------------------------------------

In its technical proposal, the Consultant must submit, the following:

- a) A comprehensive plan of activities, clearly outlining the work approach to be undertaken in each of the two municipalities.
- b) A detailed schedule of planned visits to each municipality, specifying the objectives and key stakeholders involved.
- c) A breakdown of the time allocation per municipality, distinguishing between time spent in the field and time spent on office-based tasks.
- d) The allocation of time per specialist, specifically detailing their involvement in the facilitation of the PGIRSU for each municipality.
- e) A clear outline of the main steps in the PGIRSU facilitation process, tailored for each municipality.
- f) A timeline for the expected delivery of PGIRSU intermediate products, broken down by municipality.

The technical proposal will be assessed based on the following criteria:

1. Understanding the terms of reference, comments and proposal for improvement of the terms of reference by the tenderer (10 points).



2. Consistency and clarity of the proposed methodology. For this criterion, the tenderer must ensure that all aspects of the assignment are covered by the proposed approach, to ensure the targeted objectives (15 points).
3. Compliance of the proposed work plan with ToR, including gender balanced team. The tenderer must respect deadlines, including also staffing and distribution of the tasks between the members of the team (10 points).

For the evaluation of the technical team, the following sub criteria will be used.

<b>Role</b>	<b>Criteria Type</b>	<b>Technical Evaluation Criteria</b>	<b>Obs</b>
Main Expert N°1 – Team Leader	Qualification	Master’s degree: +1 point; PhD: +2 points	15 points max
	General Experience	1 point for each additional relevant year beyond 8 years, up to a maximum of 4 points	
	Specific Experience	1 point for each additional MSWM plan prepared beyond the required 2, up to a maximum of 3 points; Experience in facilitation processes and group dynamics: +2 points; Certified trainer +2 point; expert demonstrate advanced proficiency in Portuguese + 1 point	
Main Expert N°2 – Solid Waste Expert	Qualification	Master’s or PhD degree: +1 point	10 points max
	General Experience	1 point for each additional relevant year beyond 5 years, up to a maximum of 3 points	
	Specific Experience	1 point for each additional relevant year of specific experience beyond 3 years, up to a maximum of 3 points; Experience in development of waste operator models: +1 point; Experience in development of transfer stations: +1 point; expert demonstrate advanced proficiency in Portuguese + 1 point	
Main Expert N°3 – Planning and Finances Expert	Qualification	Master’s or PhD degree: +1 point	5 points max
	General Experience	1 point for each additional relevant year beyond 5 years, up to a maximum of 2 points	
	Specific Experience	1 point for each additional relevant year of specific experience beyond 3 years, up to a maximum of 2 points	
Main Expert N°4 – Social	Qualification	Master’s or PhD degree: +1 point	5 Points max
	General Experience	1 point for each additional relevant year beyond 5 years, up to a maximum of 2 points	

Role	Criteria Type	Technical Evaluation Criteria	Obs
Science Expert	Specific Experience	1 point for each additional relevant year of specific experience beyond 3 years, up to a maximum of 2 points	

#### Criterion 2: Price (30%)

2	<p><u>Price</u></p> <p>With regards to the 'price' criterion, the following formula will be used:</p> $\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} \times 30$	<u>30</u>
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### 3.8.5 Awarding the public contract

Each lot of the contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender based on the criteria mentioned above. We need to point out though, that in conformity 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 can renounce to award, either redo the procedure, if necessary, through another awarding procedure.

### 3.9 Concluding the contract

Pursuant to Art. 95 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderers of the approval of his tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- these tender documents and the annexes.
- the approved Best and Final Offer (BAFO) of the contractor and all its annexes.
- the notification of the award decision.
- if any, minutes of the information session and/or clarifications and/or the addendum.
- any later documents that are accepted and signed by both parties.

## 4 Specific contractual provisions

This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the 'General Implementing Rules of public contracts' of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 "Performance bond (Art. 25-33)").

### 4.1 Definitions (Art. 2)

- Managing official: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery is accepted;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

### 4.2 Correspondence with the service provider (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender. The contracting authority allows the use of electronic means for the purpose of notification. Whether electronic means are used or not, when communicating, sharing and storing information, data must be kept complete and confidential.

### 4.3 Managing official (Art. 11)

The managing official will be appointed in the award letter.

Once the contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services and signing acceptance and failure report(s).

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under point 1.2 "Contracting authority".

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g., performance deadline, etc.) 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 documents and that has not been notified by the contracting authority, shall be considered null and void.

#### **4.4 Subcontractors (Art. 12-15)**

The fact that the contractor entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority. The contractor commits to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

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 regarding 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 to validate compliance with this legislation.

#### **4.5 Confidentiality (Art. 18)**

The contractor and his employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this contract. This information cannot under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, give this contract as a reference, if it indicates its status correctly (e.g. 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

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 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.

## **4.6 Protection of personal data**

### **4.6.1 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 regarding the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

### **4.6.2 Processing of Personal Data by a Subcontractor**

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

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

## **4.7 Intellectual property (Art. 19-23)**

The contracting authority do not acquire the intellectual property rights created, developed or used during performance of the contract.

## **4.8 Performance bond (Art. 25-33)**

Not applicable for this tender.

## **4.9 Conformity of performance (Art. 34)**

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

## **4.10 Changes to the procurement contract (Art. 37 to 38/19)**

### **4.10.1 The value of the change is minimal (38/4)**

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered.

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

### **4.10.2 Adjusting the prices (Art. 38/7)**

For this procurement contract, price reviews are not permitted.

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

### **4.10.4 Unforeseen circumstances (Art. 38/9)**

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.

#### **4.11 Preliminary technical acceptance (Art. 41-42)**

The contracting authority reserves the right to demand an activity report at any time of the activity to the service provider (meetings held, summary of results, problems encountered, and problems solved, deviation from the planning and deviations from the ToR).

#### **4.12 Performance modalities (Art. 146 and seq.)**

##### **4.12.1 Implementation period (Art. 147)**

The period of implementation for these services are 6 months starting the day after the awarding of the tender (awarding letter).

##### **4.12.2 Place where the services shall be performed (Art. 149)**

The services shall be performed at the addresses mentioned in the terms of references.

##### **4.12.3 Evaluation of the services performed**

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

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

##### **4.12.4 Liability of the service provider (Art. 152-153)**

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

Moreover, the service provider shall guarantee the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the services or due to failure of the service provider.

#### **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)**

Failure of the contractor is not only related to services themselves but also to the whole of his obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the 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 the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.

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

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

#### **4.14.1 Failure of performance (Art. 44)**

The contractor is in failure of performance of the contract:

- When services are not performed in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the contractor does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a 'failure report', a copy of which shall be sent immediately to the successful tenderer by registered letter or equivalent.

The contractor shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the 'failure report'. His silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.

#### **4.14.2 Fines for delay (Art. 46-154)**

Fines for delay are not related to penalties provided under Art. 45. They shall be due, without the need for notice, simply by the expiry of the implementation period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

#### **4.14.3 Measures as of right (Art. 47-155)**

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter 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 expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:



1° Unilateral termination of the contract. In this case the entire 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 of the contract;

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

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

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

#### **4.15 Invoicing and payment of services (Art. 66-72 and 160)**

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.16.1 “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice. The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

##### **Enabel Representation**

**Av. Kenneth Kaunda, 264**

**Maputo, Mozambique**

The invoice will mention:

- **“Enabel, the Belgian development Agency, in Mozambique**
- the name of the contract: Update of Integrated Municipal Solid Waste Management Plan in Nampula and Nacala Municipalities
- the reference of the tender documents: **“MOZ22005-10070”**
- the name of the managing official: Simão Dias

The invoice shall be in Euros (should the tenderer have a Euro bank account) or MZN (should the tenderer have a Metical bank account). Payment will be by bank transfer only. No advance may be asked by the contractor. Proportional partial payment will be made after acceptance of each phase

#### **Schedule of payments**

<b>Instalments</b>	<b>Amount (%)</b>
20% with the submission and approval of the deliverables of Step 1	20%
10% with the submission and approval of the deliverables of Step 2	10%
30% with the submission and approval of the deliverables of Step 3	30%
20% with the submission and approval of the deliverables of Step 4	20%
20% with the submission and approval of the deliverables of Step 5	20%

**Possibility of advance: 20% max of the amount of the bid can be requested after awarding. This advance will be reimbursed on the following invoices.**

#### **4.16 End of the contract (Art. 64-65, 150 and 156-157)**

A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 “Managing official (Art. 11)”).

##### **4.16.1 Acceptance of the services performed**

The services shall be only accepted after fulfilling requirements and after technical acceptance(s). The value of the services performed will be invoiced by the successful bidder after acceptance by Enabel of related deliveries foresee for each step.

#### **4.17 Litigation (Art. 73)**

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. 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 competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

The contracting authority shall in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor guarantees the contracting authority against any claims for compensation by third parties in this respect. In case of “litigation”, i.e. court actions, correspondence must (also) be sent to the following address:

Enabel, Public-law Company with social purposes  
Legal unit of the Logistics and Acquisitions service (L&A)  
To the attention of Ms. Inge Janssens  
Rue Haute 147, 1000 Brussels, Belgium.

## 5 Terms of reference

### 5.1 Background

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

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

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

1. Waste management plans are coordinated with other municipal public services and covered by the reporting system towards the national authorities
2. The capacity of municipalities for enforcing the waste management plans is strengthened and investments in collection equipment and infrastructure are planned on the long term
3. Waste pickers and neighbourhood associations (Including women associations) become key partners for the Municipality and waste operators to collect recoverable waste and to reclaim the loss of the amenity due to the dispersion of wastes in the public space
4. Women are an active player in the waste collection system and are allocated a fair part of the economic benefits

5. A circular economic case of recoverable waste can be scaled up in the country, during the design of the system, its operations and identification of new investments all the actors are engaged

As indicated above, output 1 and 2 have a specific and clear focus on planning process, including the reinforcement of municipal capacity – which this consultancy will aim at.

According to national regulation, Integrated Municipal Solid Waste Management Plans – PGIRSU – must present minimum content requirements<sup>10</sup>. Additionally, since 2021, the MTA has developed a Guide to better support municipalities in creating and presenting accurate information, aimed at ensuring these plans become effective planning tools. The validity of these plans is contingent upon approval by the Municipal Assembly and extends for a 5-year period.

It is also important to note that both Nampula and Nacala municipalities have prior experience in developing PGIRSU, although they are currently at different stages. Nampula's PGIRSU is in its final stage of implementation, whereas Nacala's validation period ended in 2018, with no updates since. In both cases, the process of revising and updating the PGIRSU is a critical aspect that this consultancy will address.

In the scope of output 3, Enabel has also launched a specific tender to assess waste valorisation activities, namely the dynamics and actors involved in waste value chain, included waste picking activities, including gender perspective. Complementary, Enabel will also support the development of waste-banks (also designated as ecopoints), linking to the operation of MRF. Due to these different actions various impacts can be expected in the overall scenario of Municipal Solid Waste (MSW) system in those municipalities, namely in waste valorisation activities. Waste-picking activities besides being a direct target in the objective of job creation, formalization and increased revenue, are also characterized by vulnerability aspects, which needs to be properly assessed.

Below some main information's about each municipality effort in the scope of the elaboration and implementation of PGIRSU, and its relation to Integrated Solid Waste Management (ISWM) framework.

### **5.1.1 Nampula**

According to the last Census (2017), there are 663,212 inhabitants in Nampula city which has an area of 482 km<sup>2</sup>. The city is divided in six administrative posts (Urbano Central, Muatala, Muhala, Namikopo, Napipine and Naticire) and 18 neighbourhoods.

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<sup>10</sup> Annex I - Minimum Requirements for an Integrated Management Plan, of Decree No. 94/2014 of 31 December, which approves the Regulation on the Management of Municipal Solid Waste, refers to "a) Characterization of the Municipality/District; b) Objectives and targets of the Plan during its five-year validity period; c) Organizational aspects related to waste management, specifically a description of the sharing of responsibilities among the stakeholders involved in waste management, including sector expenses and proposals for sustainability/options for increasing revenues; d) Current situation of Urban Solid Waste Management in the Municipality/District; e) Analysis of strengths, weaknesses, threats, and opportunities; f) Proposals for adequate urban solid waste management; g) Proposals for actions to carry out public awareness and information campaigns; h) Annexes.

The Municipal Solid Waste Management (MSWM) is handled by EMUSANA, the municipal sanitation company, which is organized into several departments, i) planification and projects, ii) administration and finance, iii) water and liquid waste management, iv) operations and equipment maintenance and v) solid waste management. The solid waste management is responsible activities related to waste collection, disposal, and street cleaning, further subdivided into specific sectors. Despite its autonomous institutional structure, EMUSANA still relies on Municipal Council for various aspects of the MSWM.

Based on the PGIRSU, waste generation in 2024 is estimated to be around 336 tons per day, or approximately 123 thousand tons per year. Based on data recorded between April and July of 2024, the average monthly collection of MSW is 4 959.78 tons, which corresponds to a coverage level of 49.2%. However, this figure tends to be an overestimation of the actual service<sup>11</sup>, considering other data sources, namely the national census of 2017, which states a household collection service of 19.9%<sup>12</sup>. The existing PGIRSU foreseen its increase from 29% to 85% over its five-year implementation period.

Waste valorisation activities are predominantly driven by the informal sector, particularly waste-pickers, who are mainly composed of vulnerable groups such as the homeless, children, marginalized women, and the elderly. Near the dumping sites, intermediate buyers can also be found, purchasing various materials that are then sold to local pre-processing industries. These activities are generally facilitated by intermediaries and local industries.

The final disposal is done at three dumpsites - Crispin and Namicopo, both with an approximate area of 1.5 ha, located 5 km from the urban centre, and Natikire dumping site (approx. 3ha), which is 8 km from the city. A future site has been identified and a detailed design of a controlled landfill has been elaborated located outside the city limits in a mostly rural area.

As indicated in the PGIRSU, the effort to increase the waste collection rate included not only improving productivity, which was central, but also engaging other stakeholders and introducing different collection methods (e.g., door-to-door). It also aimed at replacing on-the ground collection points with containers. However, this goal was not achieved, and the number of dumpsites remains high; the municipality officially recognizes only 91, though the actual number could be much higher.

The PGIRSU also established goals for strengthening management committees by allocating working resources, budgeting for community awareness initiatives, organizing workshops for staff training. To further expand its activities, PGIRSU also aimed to increase the financial coverage of EMUSANA from 22% to 40% by 2019 and to 89% by the end of the plan's duration. These targets were to be achieved through various strategies, such as enhancing and diversifying

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<sup>11</sup> A possible justification for the higher figures might also be related to the start of new administration and their motivation to showcase early results.

<sup>12</sup> According to the last survey of Demographic and Health Survey 2022–23 (May 2024) the urban coverage of MSW collection declared by households is 23%.

waste fee structures and implementing specific contracts for MSW collection services. Additionally, the creation of a vehicle breakdown monitoring system and parts supply was planned. Unfortunately, these objectives were not met.

### **5.1.2 Nacala**

According to the 2017 population Census the City of Nacala has about 287,536 inhabitants, distributed over an area of 370 km<sup>2</sup>.

In Nacala, municipal solid waste is managed by the Department of Environmental Services, Sanitation, Water and Energy. This department includes various services, such as the Solid Waste Management Service and the Environmental Inspection and Education Services. These two services are responsible for planning and executing activities related to street sweeping, waste collection, transportation, and disposal, as well as conducting community awareness and inspection activities.

Projections based on population growth and per capita estimates suggests that 52.6 thousand tons of MSW were generated in 2023, resulting in a monthly average of 4.39 thousand tons of MSW. Although MSW collected in the same year is unavailable, data from daily MSW collection records (from April to July 2024) indicate a monthly average of around 699.6 tons, which would translate into a coverage of around 16%. To note that the baseline of the PGIRSU (2013-2018) indicated a coverage of 38%, and that the Census (2017) indicated a household level coverage of 26%. The plan aimed to reach 80% in 2018.

The final disposal of municipal solid waste is carried out at two main different locations, the Mathapu  and the Nauaia dumpsites. The latter is used as a temporary solution (with an area of approximately of 2ha), considering that the former is the main dumpsite (with around 12.7 hectares).

In terms of waste valorisation – which is mostly based on informal activities - a preliminary survey identified 39 waste pickers at the Mathapu  dumpsite.

Despite the goals established in the PGIRSU of the Municipality of Nacala (2013-2018), the diagnosis carried out recently to assess the level of compliance with this plan, found that several planned actions were not implemented or fulfilled. The plan envisaged a progressive increase in the percentage of neighbourhoods covered by waste collection through the placement of elevated silos or 6m<sup>3</sup> containers, so that in 2018 all would have those equipment/infra-structures in place. However, only 7% of neighbourhoods are now covered by containers, and no elevated silos were built. Furthermore, the plan projected a steady rise in the daily amount of MSW sent for recovery, aiming to reach 16 m<sup>3</sup>. Although the operation has since ceased, the composting centre of Nacala, in collaboration with the municipality, managed to process approximately 60 tons in one year, averaging around 0.6 m<sup>3</sup> per day sent for composting.

Moreover, the lack of a continuous data recording system did not allow for monitoring of the plan to ensure effective implementation, so much so that it was not possible to verify the increase in

the sector's financial coverage through its own revenues. Additionally, there was a lack of intersectoral coordination among the different waste management activities.

## 5.2 Objectives

### 5.2.1 General and specific objectives

This consultancy aims to reinforce Enabel's technical assistance in Nampula and Nacala municipalities, focusing on waste management and circular economy within the 2023-2028 cooperation portfolio.

This also includes the following specific objectives;

- A. **Provision of Technical Assistance**: The consultancy will offer comprehensive technical assistance throughout the process of drafting the PGIRSU of Nampula and Nacala municipalities. Those plans should ensure that they are adapted to the existing technical and institutional capacities, thereby strengthening the municipal decision-making process.
- B. **Capacity Building**: Training will be provided to the technicians of the municipalities involved in the preparation and implementation of their PGIRSU, equipping them with the necessary skills and knowledge to effectively manage MSW in the different aspects and elements.
- C. **Reinforcement of Monitoring Systems**: The consultancy will work to reinforce the monitoring and information systems related to the waste sector, focusing on its intersectoral dimensions to ensure better data collection, analysis, and reporting.
- D. **Enhancement of the Municipal Planning Cycle**: Finally, the consultancy will enhance the planning cycle of the municipality by integrating actual needs and priorities of the waste sector, which will be established in the revised PGIRSU.

### 5.2.2 Expected outputs

As a direct result of these efforts, the consultancy anticipates the following outputs:

A1 - **Approved PGIRSU for both municipalities**: A finalized Integrated Municipal Solid Waste Management Plan (PGIRSU) for Nampula and Nacala, developed with the participation of key stakeholders, and formally approved by both the Municipal Council (CM) and the Municipal Assembly (AM).

A2 - **Community Engagement Events Conducted**: At least 4 public sessions conducted, 2 in each municipality, with representation from community leaders, neighbourhood associations (including women associations) and other local stakeholders. These sessions will contribute directly to the development of the PGIRSU and foster community support for its implementation.

B1 - **Training modules developed and delivered**: A set of training modules designed and delivered to municipal staff (respecting gender balance), covering topics such as waste collection, segregation, monitoring, and reporting systems. At least 6 training sessions will be held, 3 in each municipality, with at least 30 staff trained per municipality.

C1 - Operational monitoring and reporting system implemented: A fully functioning monitoring and reporting system for municipal waste management, with specific data collection tools and reporting formats. This system will be integrated into the municipalities' existing frameworks and operationalized, with at least 1 quarterly report produced.

D1 - Integration of PGIRSU targets into annual municipal budgets and plans: A detailed plan that ensures the inclusion of PGIRSU objectives within the annual municipal budgets and operational plans for Nampula and Nacala. This will involve aligning the waste management targets with broader municipal services and ensuring resource allocation for their implementation.

## **5.3 Methodology**

The Consultant should use the specific points outlined in this section as a foundation for preparing the technical and financial proposals related to facilitating the update of the PGIRSU's.

The preparation of the PGIRSU must adhere to the best international practices for the effective management of MSW while being tailored to the specific conditions of the municipalities involved. Additionally, the preparation must comply with the relevant national legislation, specifically Decree No. 94/2014 of 31 December, which approves the Regulation on the Management of Municipal Solid Waste. The process should also align with the guidelines provided in the MTA Guide for Elaboration of Integrated Municipal Solid Waste Plans<sup>13</sup> (designated as MTA Guide). It's highly recommended that the Consultant analyses MTA Guide to better prepare its proposal. As stipulated in the legal diploma referred to above, the PGIRSU will have a validity period of 5 years after the approval by the AM.

### **5.3.1 Approach**

As mentioned, the process of drafting the PGIRSU should be based on a participatory and inclusive approach, considering the facilitation of a process led by the municipality. Considering the current training needs, the Consultant should prioritize enhancing the capacity of the municipal structure. This will prepare the Municipal Council more effectively for both the facilitation process and the subsequent implementation of the PGIRSU.

In coordination with each Enabel waste officer, based in Nampula and Nacala municipalities, and their respective PGIRSU Working Group (consisting of a small group of municipal staff), the Consultant will also engage with other stakeholders, as indicated in MTA Guide.

To improve the understanding of the PGIRSU Working Groups on the functioning of the municipal solid waste system, the Consultant should use training methods on the specific topics (technical, operational, financial, legal) that it considers relevant to ensure the objectives foreseen, as well as the development of different documents to be prepared in the various stages of the PGIRSU preparation process, as indicated in MTA Guide.

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<sup>13</sup> Available at <https://www.pdul.gov.mz/content/download/275/1368/file/Guiao%20para%20a%20Elaboracao%20do%20PGIRSU.pdf>



### 5.3.1.1 Planning process

As indicated in MTA Guide, the process of preparing, developing and approving PGIRSU includes the following stages:

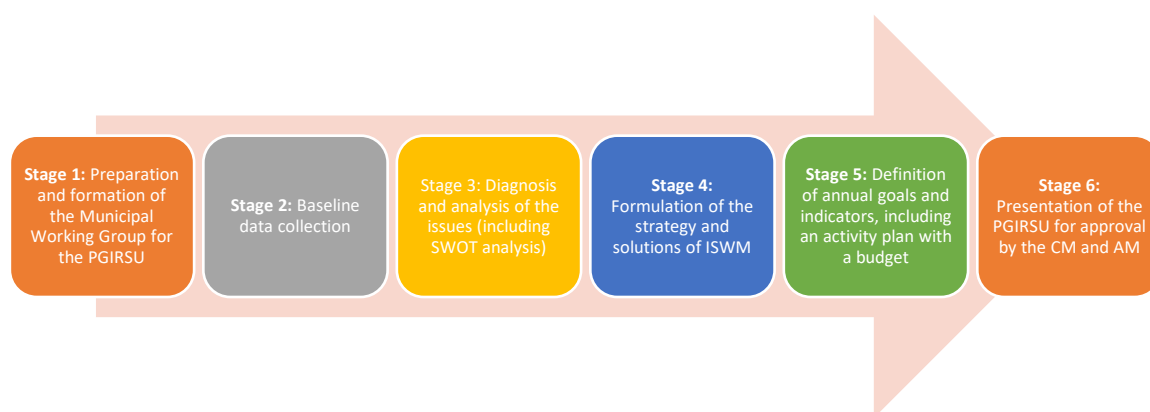


Figure 1 - Stages in the formulation of the PGIRSU (Methodological Guide for the Development of PGIRSU, MTA, 2022)

Each stage presupposes specific actions and tools, including auscultation, as well as the production and submission of intermediate products to be previously approved by each municipality and Enabel, and which will contribute to the preparation of the final version of the PGIRSU.

The following Figure outlines the key milestones in executing the tasks, highlighting the moments of consultation with **Municipal Actors**. Other stages primarily involve internal discussions and meetings with the **PGIRSU Working Group**.

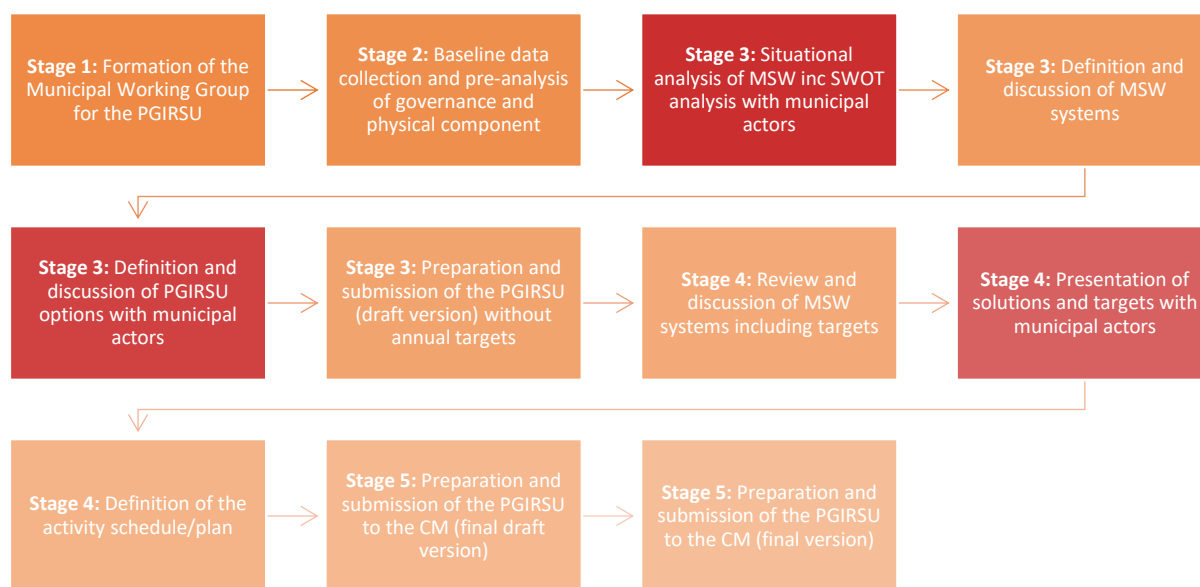


Figure 2 - Summary of PGIRSU Execution Milestones (adapted from Methodological Guide for the Development of PGIRSU, MTA, 2022)

To note that in the scope of Enabel support to the municipality of Nampula and Nacala, Stage 1 and part of Stage 2 have already been executed.

### **5.3.1.2 Interaction with Enabel**

These consultancy activities are integral to Enabel's strategy to enhance municipal capacities as part of its broader program objectives. In this scope, the Consultant will work in close coordination with the Enabel team, not only to assure information sharing, but also to reflect the overall goal, which is to support the municipalities in implementing sustainable practices related to MSW.

Taking into consideration the main output linked to the effective contribution of the PGIRSU to the municipal planning cycle, and supervision role of National Directorate of Environment (DINAB), the Consultant will also coordinate with Enabel team, the development of main findings and lessons learned from the assignment.

### **5.3.2 Processes for Facilitating the Preparation of PGIRSU**

Using the MTA Guide, the Consultant **should facilitate a process of elaboration of the PGIRSU**, for each municipality, considering but not limited to the following aspects:

#### **5.3.2.1 Step 1 - Induction with the PGIRSU Working Group**

This initial step is essential for building a strong foundation for the subsequent stages. By taking advantage of the ongoing formation of PGIRSU Working Groups in each municipality, supported by the Enabel team, the Consultant will actively engage with the respective Waste Officers. Utilizing this established structure, the Consultant will swiftly initiate the work, focusing on the following key tasks.

- o. With the award notification, the Consultant will receive baseline data collected and already produced by the Waste Officers of Enabel in Nampula and Nacala, which will include:
  - a) Data on population (2017 Census per neighbourhood);
  - b) Waste characterization studies (2017);
  - c) Monthly data on MSW collected (since April 2024);
  - d) Stakeholder mapping of MSW stakeholders, including women associations;
  - e) Existing information matrix, with data sources and already collected data;
  - f) Assessment of execution of existent/previous PGIRSU (July 2024);
  - g) Preliminary diagnosis of MSWM (August 2024), including mapping (shp files) of collection points, disposal sites and big producers of MSW;
  - h) Findings on waste valorisation activities (to be confirmed<sup>14</sup>);
1. Kick-off meeting (online or presential) with Enabel team to confirm the work plan, mission dates and logistic needs, including the preparation of the initial meeting with the municipalities;

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<sup>14</sup> Enabel has launched a tender aiming to collect data related to MSW valorisation practices. Waste officers will then coordinate with the Consultant the sharing of data, if/when available.

2. In close coordination with Enabel's Waste Officer of each municipality, the Consultant will virtually meet with the respective **PGIRSU Working Group** to present its role and the scope of work. In this initial online meeting, it will also present the consolidated **detailed work plan with a schedule**, per municipality, and a proposal for visits with product delivery dates. Additionally, the Consultant will also review and validate the shared data, including the identification of existing actors.

### **5.3.2.2 Step 2 - Diagnosis and analysis of the problem (incl. SWOT)**

3. At first, the Consultant, together with the Waste Officers and **PGIRSU Working Group** (and, where relevant, **Municipal Actors** indicated above) should focus on the collection and analysis of the information necessary for the preparation of the diagnosis – taking into consideration the already shared data; the Consultant will be responsible for ensuring the quality of the information collected. The information matrix, as presented in the MTA Guide, should be the reference used even if can be adapted/improved by the Consultant.
4. The Consultant will need to organize **field visits** to improve the understanding of the current solid waste management system in the municipalities, to contribute to a better analysis of the main existing challenges – and reinforce/improve the shared data. The visits must have the participation of at least one representative of the **PGIRSU Working Group** and, where relevant, other stakeholders.

In close coordination with the Waste Officers, the Consultant will organize field visits to address the following critical aspects of the current municipal solid waste management system:

- a) Organizational capacity and inter-sectoral coordination with and within waste sector;
- b) Assess the different roles, needs, and challenges faced by men and women in solid waste management system in the municipalities;
- c) Recognition of the typology of neighbourhoods in the municipality, to assess the possibility of different types of solid waste collection systems to be implemented;
- d) The evaluation of the collection schedule and frequency, including the existence of collection routes, to understand the current operation and coverage of the service;
- e) Identification of the waste disposal sites, with or without equipment (container/drum/silo), to understand their use and collection operation;
- f) Identification of uncollected waste disposal sites to strengthen knowledge about the degree of coverage and service provision to the citizen;
- g) Analysis of the different sources of waste generation (incl. homes, businesses, markets, institutions, schools) to understand how MSW is generated, handled, and stored at source;

- h) Final disposal site (or sites) used by both the municipality and private individuals (regardless of whether they are authorized or not) to assess the existing conditions, their operation and distances to be covered from the source of waste generation;
  - i) Location of the future sanitary landfill and its consequences on operation;
  - j) Evaluate the fleet of vehicles in the waste management sector: to identify and characterize the fleet of vehicles available for the urban collection and cleaning service, including their condition and maintenance and operation processes.<sup>15</sup>
5. As part of the diagnosis, the Consultant must present the following **analysis instruments**:
- a) Classification of the neighbourhoods of the municipal territory according to their territorial occupation (e.g. City centre, dense peri-urban areas, medium density peri-urban areas, rural areas), including annual growth projections;
  - b) Solid waste flow diagram indicating the stages of the system with an estimate of tons (per day/month or year) per stage;
  - c) Characterization of the waste generated based on visual inspection;
  - d) Map indicating/classifying the main sources of MSW generation (residential areas, areas of commercial activity, markets - formal and informal, institutions)<sup>16</sup>;
  - e) Map with location and classification of collection points (silo/elevated silo/container/floor/etc/) and, if applicable, indication of existing routes, differentiated by frequency and method of collection;
  - f) Organizational chart of the municipality and organizational chart of the sector responsible for MSWM and urban cleaning;
  - g) Map with the location of the current municipal dump (or dumps) used by the municipality and private individuals (regardless of whether they are authorized or not) as final disposal spaces, as well as future location for the implementation of a sanitary landfill<sup>17</sup>;

Maps can also be drawn up as part of the participatory process and can be combined into one or more maps if deemed appropriate;

As mentioned earlier and considering that part of the baseline data will be shared with the Consultant, it is anticipated that the Consultant will enhance and refine this information to ensure a more precise and thorough diagnosis.

6. As part of **the analysis of the problem**, the Consultant must elaborate at least:

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<sup>15</sup> Enabel will launch a parallel tender focused on MSW equipment and its maintenance. Waste officers will then coordinate with the Consultant the integration of both assignments.

<sup>16</sup> As previously indicated the Consultant will receive an actual map with different datasets, which he can then improve in the scope of analysis needs

<sup>17</sup> As indicated in the footnote above.

- a) Analysis of the MSW sector within the municipality and its interactions with other sectors and stakeholders, with a special focus on inclusivity principles for both users and service providers, indicating their influence on the system and how they are affected by the poor (or good) functioning of the system;
- b) Analysis of the productivity of the waste collection system;
- c) Analysis of the financial sustainability of the solid waste management system;
- d) Analysis of waste valorisation scenario, main bottlenecks and opportunities.
- e) SWOT analysis (Strengths, Opportunities, Weaknesses, Threats) of the municipality's solid waste management system, which should be obtained through the information and findings of the **PGIRSU Working Group**, as well as other invited **Municipal Actors**.

It's recommended that this analysis is closely linked to a first set of training sessions aimed at the PGIRSU Working Group and other relevant municipal staff.

### 5.3.2.3 Step 3 - Formulation of the strategy and solutions of ISWM

- 7. The Consultant will facilitate the **evaluation of different alternatives** related to the operation of the municipality's solid waste management system with the **PGIRSU Working Group**, with a special focus on solid waste collection and transport system, including urban cleaning. Specially for Nampula the transfer station(s) scenarios should be assessed in detail; Considering the special focus and support of Enabel's portfolio and the alignment with ValoRe programme, the Consultant will also provide a special attention to strategies and solutions to improve/streamline waste segregation and the reinforcement of circular economy approaches, including gender and social business approaches.
- 8. To define the alternatives, the Consultant will also consider the following cross-cutting aspects of waste management:
  - a) Organizational structure, including the integration within different operator models, and monitoring reinforcement;
  - b) Rules and regulations, taking into consideration the participation of external actors, and non-domestic MSW generators responsibility;
  - c) Citizen engagement, civic education and opportunities, with a special focus on gender and social businesses;
  - d) Financial sustainability, including options for increasing revenues and reducing costs (e.g. definition of fees and tariffs).
- 9. In view of the needs of the municipalities, the Consultant must pay special attention to the discussion and definition of the waste collection and transport system, and its associated

productivity, and to the formulation of sustainable systems within the capacities of the Municipal Council. Whenever possible, the Consultant should incorporate maps for better interpretation of the systems (e.g. container location) and territorial visualization;

It's recommended that the Consultant also includes a detailed analysis of potential operator models, and the implications for its success;

The MSW valorisation strategy must also be embedded in the plan, which should consider the activities of waste pickers and explore options to integrate their role effectively, with a focus on gender inclusivity. Non-domestic MSW generators should be involved as well, reinforcing the user-payer and extended producer responsibility principles at the local level. Additionally, Enabel's support over the coming years can provide an opportunity to accelerate waste segregation initiatives, supported by investments in waste banks (eco-points) and service providers, particularly those led by women. Emphasis should be placed on sustainable approaches, with clear business models being presented to ensure long-term viability;

10. Once the different options have been presented and discussed, the Consultant should support the **PGIRSU Working Group** in defining the solutions discussed above, which should be presented in a broader forum with other actors;
11. Based on the definition of the systems, a consultation meeting should be held with the **Municipal Actors**, including representatives of the various neighbourhoods (including women associations) to present and discuss the systems and aspects indicated above;

It is intended that the result of this meeting will allow the **PGIRSU Working Group** to consider the concerns and aspirations of the various **Municipal Actors** in the definition of waste management systems. At the end of this meeting, it is suggested that the follow-up meeting be scheduled and communicated to the various **Municipal Actors** present to share the proposed goals to be included in the PGIRSU;

12. With the information from the previous tasks, the Consultant should present a preliminary version of the PGIRSU, still without annual goals, to **the PGIRSU Working Group**;

#### **5.3.2.4 Step 4 - Definition of annual targets and indicators, including activity plan with budget**

13. Based on the findings from the previous step, the Consultant should facilitate the **PGIRSU Working Group** to 1) confirm the systems discussed and 2) define the annual goals, linked to the different dimensions of ISWM (as presented in the MTA Guide). Special focus should be given to the degree of coverage of the collection service, and the cost-to-revenue ratio, as well as quantities of waste segregated, which will also need to be considered in relation to the expected actions linked to waste segregation;
14. Together with the definition of the annual goals, the Consultant should facilitate the **PGIRSU Working Group** in defining the monitoring indicators and respective system, which will

include sources of information verification, frequency of data collection/reporting and responsible sectors;

15. In parallel with the previous activity, the Consultant should also facilitate the **PGIRSU Working Group** in defining a proposal for a plan of activities that contributes to the annual goals, including budget estimation. Special attention should be provided to the on-going support of Enabel and its alignment with ValoRe programme foreseen in the next 5 years;

Considering the municipal planning cycle, the Consultant would validate with the **PGIRSU Working Group** the process which enable the integration of the priorities established in the PGIRSU within the municipal budget allocation;

#### **5.3.2.5 Step 5 – Presentation of PGIRSU to Municipal Council (CM) and Municipal Assembly (AM) approval**

16. A last moment of consultation should be promoted with the main **Municipal Actors** to share the annual goals and associated activities to be included in the PGIRSU. It's recommended that a planning exercise for 2025/2026 should be held, considering also a capacity reinforcement of **PGIRSU Working Group**;
17. The Consultant shall submit and discuss a final *draft* version with the **PGIRSU Working Group**, to gather comments on improvement for the submission of the final version;
18. Finally, and based on the comments received, the Consultant should submit the final version to the Municipal Council for approval, to later be approved by the Municipal Assembly.

#### **5.3.3 Monthly Information**

At the beginning of each month, the Consultant must present monthly information on the progress of the planning processes, indicating by municipality:

- What stage of the planning process is it at;
- Potential problems and impacts on the planning process, as well as measures taken or to be considered;
- The status of the documents to be delivered/delivered by each of the municipalities.

In the first week of each month, the Consultant must be available to meet with Enabel, in which the monthly information will be the basis of the agenda to be discussed. To facilitate the logistics of the meetings, they can be held via video call.

### **5.4 Deliverables**

The Consultant is tasked with the preparation and drafting of documents at various stages of the PGIRSU preparation process, in close coordination with each **Working Group**. Each deliverable must align with the objectives of the consultancy, ensuring a direct contribution to the goals of reinforcing technical assistance, capacity building, monitoring systems, and enhancing the municipal planning cycle as detailed above.

The preparation of the PGIRSU's should reflect the implementation milestones with the expected results of each stage. In this way, intermediate products – as indicated in the MTA Guide – are provided which, depending on each stage, must:

- ✓ Be prepared with the **PGIRSU Working Group** and with input from the main actors of the municipality;
- ✓ Be presented and discussed with the main actors of the municipality in public events;
- ✓ Have approval from the **PGIRSU Working Group**.

Also in this context, Enabel, in addition to monitoring and supporting the preparation of the PGIRSU, led by the Consultant, should also be consulted, namely in the following intermediate products:

Step 1 - Induction with the PGIRSU Working Group (maximum 1 month after award notification)

1. Inception report (two weeks after the commissioning of the contract). It will present an updating of the contractual planning of the studies presented in the offer and eventually reviewed during a negotiation phase;
2. Revised/updated information matrix;
3. Revised baseline data (if applicable).

Step 2 - Diagnosis and analysis of the problem incl. SWOT (maximum 2 months after award notification)

4. Training modules used, including but not limited to presentations for the PGIRSU working group and/or municipal actors;
5. Basic information table of the municipality, namely classification of neighbourhoods and population growth projection;
6. Basic information framework on solid waste management, including generation by neighbourhood type, production flow, waste collection, productivity, costs and revenues;
7. SWOT analysis result.

Step 3 - Formulation of the strategy and solutions of ISWM (maximum 4 months after award notification)

8. Training modules used, including but not limited to presentations for the PGIRSU working group and/or municipal actors;
9. Table of the waste collection system according to the projection and typology of waste production and by classification of neighbourhoods, including type of operator model considered;
10. Technical note on business model on waste-banks (eco-points) and MSW collection services providers, including financial sustainability and gender-inclusive strategies;
11. PGIRSU draft (not including targets, indicator or activity plan);



12. Table of annual goals for service coverage and necessary resources;
13. Table of annual cost/revenue ratio targets for the waste management sector.

Step 4 - Definition of annual targets and indicators, including activity plan with budget (maximum 5 months after award notification)

14. Training modules used, including but not limited to presentations for the PGIRSU working group and/or municipal actors;
15. Table of annual activity plan corresponding to the defined goals;
16. Templates for data collection tools and reporting formats;

Step 5 – Submit PGIRSU for CM and AM approval

17. PGIRSU's final draft (maximum 5 months after award notification);
18. Proposed annual MSW plan aligned with PGIRSU targets and integrated into municipal budgets and operational plans for Nampula and Nacala;
19. PGIRSU final version (maximum 6 months after award notification) integrating all comments formulated by Enabel and Working Groups;
20. Final report with main findings and lessons learned in relation to the implementation of PGIRSU and the institutional framework.

All products must be delivered in an editable digital version, including calculation matrix, to be reviewed by Enabel, municipalities and National Directorate of Environment (DINAB) of Ministry of Land and Environment (MTA).

## **5.5 Location and duration**

The assignment will require field missions in the target municipalities for data collection, consultation with Enabel staff (in Maputo, Nampula and Nacala), stakeholder engagement, training sessions and public consultations. Apart from these activities, the assignment can be conducted from Maputo or any other location (homebased).

The assignment is expected to be completed within 6 months after reception of award notification from Enabel.

## **5.6 Miscellaneous**

Documents will first be submitted in draft version 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 Consultant.

All documents will be provided by e-mail of readable PDF files and/or source files, including datasets.

## 5.7 Indicative workload by expert

The estimated level of effort of the proposed team composition is presented below here after - **Workload per expert (field and office)**

Description	Position	Workload in days	
		Field	Office
Main Expert N°1	Team leader	15	25
Main Expert N°2	Solid waste expert	30	30
Main Expert N°3	Planning and finances expert	10	20
Main Expert N°4	Social science expert	20	20
TOTAL	-	75	95

### 5.7.1 Requested Resources

Aside from public consultations and local transport within and between Nampula and Nacala, the Consultant is entirely responsible for all other logistical arrangements, including accommodation in the municipalities and must have all the necessary means to carry out the activities (e.g. training materials, communication, computing, etc.).

Waste Officers of Enabel will act as focal points of the Consultant in the municipalities. The availability and use of a space to hold meetings with the PGIRSU Working Group, as well as to hold consultation/facilitation events with the Municipal Actors, would be financed by Enabel and done in close coordination with the Waste Officers.

The use of the spaces indicated above should not be included in the financial proposal.

## 6 Forms

### 6.1 Identification forms (6.1.1 or 6.1.2 or 6.1.3, depending on your status)

#### 6.1.1 Legal person entity private/public legal body

To fill the form, please click here: <https://documentcloud.adobe.com/link/track?uri=urn:aaaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

<b>OFFICIAL NAME</b> <sup>①</sup>	
<b>BUSINESS NAME</b> (if different)	
<b>ABBREVIATION</b>	
<b>LEGAL FORM</b>	
<b>ORGANISATION TYPE</b>	<b>FOR PROFIT</b> NON FOR PROFIT
	<b>NGO</b> <sup>②</sup> <b>YES</b> <b>NO</b>
<b>MAIN REGISTRATION NUMBER</b> <sup>③</sup>	
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)	
<b>PLACE OF MAIN REGISTRATION</b>	
<b>REGISTRATION</b>	<b>CITY</b> <b>COUNTRY</b>
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b> <b>MM</b> <b>YYYY</b>
<b>VAT NUMBER</b>	
<b>ADDRESS OF HEAD OFFICE</b>	
<b>POSTCODE</b>	<b>P.O. BOX</b> <b>CITY</b>
<b>COUNTRY</b>	<b>PHONE</b>
<b>E-MAIL</b>	
<b>DATE</b>	<b>STAMP</b>
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>	

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 the entity. See table with corresponding denomination by country.

## 6.2 Financial identification

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>18</sup>	
IBAN/ACCOUNT NUMBER <sup>19</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

<sup>18</sup> 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.

<sup>19</sup> 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/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](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](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 registration and / or legal status**

The tenderer shall include in his tender copies of the most recent documents<sup>20</sup> showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

## **6.7 Certification of clearance with regards to the payments of social security contributions**

The tenderer shall include in his tender a **recent certification**<sup>20</sup> 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.

## **6.8 Certification of clearance with regards to the payments of applicable taxes**

The tenderer shall include in his tender a **recent certification**<sup>20</sup> (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.

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<sup>20</sup> In case of a joint venture, the certificate must be submitted for all members of the tendering party.



## 6.9 Financial offer & tender form

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

Description	Unit	Prices in Euro excl. VAT
Submission and approval of the deliverables of Step 1;	Lumpsum price	
Submission and approval of the deliverables of Step 2;	Lumpsum price	
Submission and approval of the deliverables of Step 3;	Lumpsum price	
Submission and approval of the deliverables of Step 4;	Lumpsum price	
Submission and approval of the deliverables of Step 5.	Lumpsum price	
(For International consultants) International travels from home to Mozambique	Lumpsum price	
<b>TOTAL</b>		

Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Place and date: .....

Signature: .....