



**Tender: MOZ22002-10045**

**Consultancy for Technical Review of  
Resettlement and Compensation  
Processes and Preparation of Livelihood  
Restoration Plans for Waste Pickers in  
Nampula and Nacala**

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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

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<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

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 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>

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

<sup>6</sup> Belgian Official Gazette of 14 July 2016.

<sup>7</sup> Belgian Official Gazette of 21 June 2013.

<sup>8</sup> Belgian Official Gazette of 09 May 2017.

<sup>9</sup> Belgian Official Gazette of 14 February 2013.

## 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;
- 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 with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

### **1.6.2 Confidentiality**

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

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation. See also: <https://www.enabel.be/gdpr-privacy-notice>

## **1.7 Deontological obligations**

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

**1.7.2.** For the duration of the procurement contract, the contractor and 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 4.18 "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 general objective of this consultancy is to review the Resettlement and Compensation Processes and Preparation of Livelihood Restoration Plans for Waste Pickers in Nampula and Nacala

### **2.3 Quantities**

The assignment is expected to be completed within 12 weeks after reception of award notification from Enabel.

The quantities of "man/days" set in the Terms of References (see point 9.1) 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) for a lump sum price.

### **2.4 Duration**

The maximum period of implementation for this consultancy is twelve (12) weeks after award notification.

## 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 – Public 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 Mrs. Lidia Uamusse ([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 12 “Forms”):

1. Form 12.1: Identification form;
2. Form 12.2: Financial identification;
3. Form 12.3: Declaration on honour – exclusion criteria;
4. Form 12.4: 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. List of the main similar services and certificates associated.
10. Form 12.9: Financial offer & Tender form.
11. Form 6.11: Technical offer;

The tenderer is strongly advised to use the tender forms in annex (see point 12 “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 price-schedule contract, i.e. a contract in which only the unit prices for different phases are lump-sum prices.

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 included in its prices, both unit and overall, all fees and taxes of any kind generally burdening the services, except for value-added tax. All the following expenses are the responsibility of the service provider, including:

- Fees.
- Local travel, insurance, 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.
- Communications expenses (including internet), all costs and expenses of personnel or material necessary for the execution of this contract, remuneration as copyright fees, purchase or rental from third parties of services necessary for the execution of the contract.

#### 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.

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** of the completed tender will be submitted to [tendersmoz@enabel.be](mailto:tendersmoz@enabel.be) **before 24/07/2025 at 12:00 noon**.

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

#### 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.

### 3.8.3 Selection criteria

To carry out the requested work, the Consultant must present at least 2 similar references in the last 3 years, and 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 Main Expert n°2 must be proficient in Portuguese language (written and spoken).

Role	Minimum Selection Criteria
Main Expert N°1 – Resettlement Specialist (Team Leader)	Bachelor’s degree in Environmental Sciences, Social Sciences, Anthropology, Sociology or related field.
	At least 10 years of experience in leading and/or developing Resettlement Action Plans (RAP) according to national and

Role	Minimum Selection Criteria
	international environmental and social standards, including the World Bank and IFC Safeguard Policies.
	At least 5 years in leading and/or supporting RAP implementation, including compensations to affected stakeholders.
Main Expert N°2 – Social and Community Development Specialist	Bachelor's degree in Social Sciences, Anthropology, Sociology or related field.
	At least 8 years of experience in developing livelihood restoration and/or social reintegration programmes/plans, with focus on vulnerable groups and/or informal sector.
	At least 5 years in conducting community consultations within livelihood restoration and/or social reintegration programmes/plans reintegration.

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.

#### **3.8.4 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:

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

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

1. Understanding the terms of reference (20 points): Comments and proposal for improvement of the terms of reference by the tenderer.
2. Methodology (40 points): 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, with a special focus on integrating gender equality considerations and indicating how the activities will be tracked using gender markers.

3. Workplan (10 points): Compliance of the proposed work plan with the ToR, including a gender balanced team. The tenderer must respect deadlines, including also workload distribution of the tasks by team member and provide a comprehensive plan of activities, clearly outlining the work approach to be undertaken. It would also need to present a detailed schedule specifying the objectives and key stakeholders involved.

With regards to the 'price' criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} \times 30$$

### **3.9 Negotiations**

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

### **3.10 Awarding the public contract**

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.

### **3.11 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 5 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 “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: Consultancy for Technical Review of Resettlement and Compensation Processes and Preparation of Livelihood Restoration Plans for Waste Pickers in Nampula and Nacala
- the reference of the tender documents: **“MOZ22002-10045”**

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. Proportional partial payment will be made after acceptance of each phase.

### **Schedule of payments**

The service provider will be paid based on the results

Payment instalments will follow the following arrangements:

<b>Instalments</b>	<b>Amount (%)</b>
Submission and approval of the Inception Report, after 2 weeks of award notice	20%
Submission and approval of the Livelihood Restoration Plan (Nampula and Nacala), after 8 weeks of award notice	30%
Submission and approval of the Technical Review on Socioeconomic and Physical Survey Report for Nampula and Nacala (including public consultation reports), after 8 weeks of award notice	20%
Submission and approval of the Technical Review on Resettlement / Compensation Action Plan (including public consultation reports), after 12 weeks of award notice	30%

### **4.16 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.

### **4.17 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)”).

### **4.18 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

The Programme for Sustainable Waste Management, called ValoRe (contraction of the words Valor (value) and Resíduos (waste) – putting value on waste), aims to address the current practice of disposing municipal solid waste in uncontrolled and poorly managed dumpsites with little to no treatment and/or recovery of recyclable and reusable materials. The programme also includes a transformative focus of the sector – which goes beyond the infra-structure development – and entails the engagement of different actors, public and private.

Starting from May 2024, ValoRe received the support from the Mitigation Action Facility (MAF) based on a proposal led by the Ministry of Land and Environment (MTA) in collaboration with the National Fund for Sustainable Development (FNDS), the National Association of Mozambican Municipalities (ANAMM) and the Belgian Development Agency (Enabel). This support has following outputs:

- Output 1 – Programme set up
- Output 2 – Technical programme supervision, coordination and reporting
- Output 3 – Programme administration and financial management
- Output 4 – Waste infrastructure projects implemented in Nacala
- Output 5 – Waste infrastructure projects implemented in Nampula
- Output 6 – Waste infrastructure projects implemented in Pemba
- Output 7 – Institutional capacity building and training
- Output 8 – Awareness raising and communication

One of the activities of Output 4 and in Output 5 is to complete preparatory activities related to the construction of the integrated solid waste management infrastructure for Nacala and Nampula, respectively, which includes environmental and social safeguards.

Although the environmental license has been issued for both municipalities, the associated resettlement and/or compensation process are the responsibility of the municipalities.

However, Enabel seeks external support (a consultant) to independently review and monitor the quality and adherence of these processes to national resettlement regulations.

Additionally, the selected consultant will be responsible for preparing the Livelihood Restoration Plans (LRP) for waste pickers impacted by the closure or transformation of dumpsites in both municipalities.

#### 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, Namicopo, Napipine and Natikire) and 18 neighbourhoods.

At the moment, the final disposal of municipal waste is done at three dumpsites - Crispin and Namicopo, both with an approximate area of 1.5ha, located 8 km from the urban centre and Natikire dumping site (approx. 3ha), which is 10 km from the city. Within the development of

waste infrastructures, will mean that those locations will not be used, and the waste-picking activity will cease at those sites.

Figure 1 - Location of Nampula collection points, dumpsites and sanitary landfill site.

Preliminary figures estimate around 934 waste pickers in Nampula, in which 11% are women, around 37% (345) are minors, 19% are in the dumpsites while 91% in the streets.

Location	Women	Men	Total
Crispin Dumpsite	6	31	37
Namicopo Dumpsite	-	1	1
Natikire Dumpsite	19	118	137
Streets	74	685	759
<b>Total</b>	<b>99</b>	<b>835</b>	<b>934</b>

The Municipality of Nampula has identified a future site outside the city limits in a mostly rural area (as illustrated in Figure 1), for the construction of the waste treatment and final disposal infrastructures.

<i>Vertex</i>	<i>Latitude</i>	<i>Longitude</i>
1	14°33'45.50"S	40°42'7.65"E
2	14°33'49.78"S	40°43'14.57"E

3	14°33'57.71"S	40°43'9.94"E
4	14°34'1.44"S	40°43'4.49"E
5	14°33'57.97"S	40°42'57.49"E

Based on a preliminary design an Environmental Impact Assessment was done, and Environmental License issued. At the time (May 2021), 68 farmers were identified, and a compensation budgeting was prepared by the Municipality with the District Authority. But the compensation never took place, and the current situation might be different, i.e., more crops and/or farmers. The municipality has the responsibility to update the socioeconomic and physical survey in the site.

### 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>.

The official site for final disposal in Nacala is the Mathapué Dumpsite (“Lixeira principal” as indicated and illustrated in Figure 2), located approximately 5 km from the city centre. There is also a dumpsite located in the Nauaia neighbourhood, but it is already occupied by the local population for agricultural production, and is only used in emergency situations, when the access road to the main dumpsite is inaccessible due to erosion.

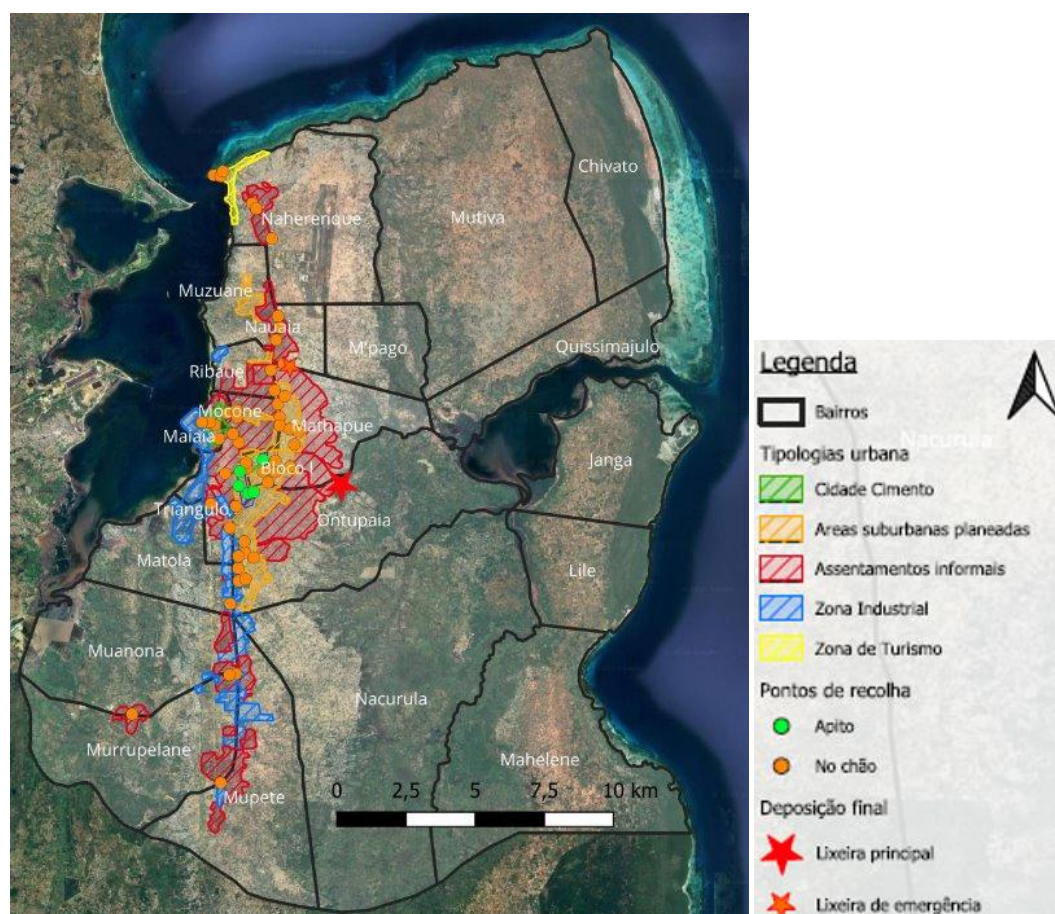


Figure 2 - Location of Nampula collection points and dumpsites.

As in Nampula, an assessment of waste valorisation activities is being finalized. Preliminary figures estimate around 611 waste pickers in Nacala, in which 20% are women, around 44% (271) are minors, 14% are in the dumpsites while 86% in the streets.

*Table 3 - Geographic distribution of waste pickers in Nampula.*

Location	Women	Men	Total
Mathapue Dumpsite	37	38	75
Alternative Dumpsite	2	7	9
Streets	85	442	527
<b>Total</b>	<b>124</b>	<b>487</b>	<b>611</b>

The Municipality of Nacala has identified the Mathapué dumpsite (as illustrated in Figure 2) for the construction of the waste treatment and final disposal infrastructures. The site, which was a former sand quarry, has been used as the city's landfill for more than 10 years and features an undulating topography modified by the activities previously carried out in the area.

*Table 4 - Limits of Mathapué dumpsite and future location of the sanitary landfill*

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

According to the environmental and social impact assessment of the Nacala landfill, done in December 2022, identified 61 farmers (51 women).

## 5.2 Objectives

The main objectives of this assignment are:

- To prepare a Livelihood Restoration Plan (LRP) for affected waste pickers in Nampula and Nacala, based on the existing data (census of waste pickers).
- To review and provide recommendations on documentation and processes related to compensation and resettlement (led by Municipalities), ensuring alignment with national legal and policy frameworks.

## 5.3 Scope of Services

The consultant will be responsible for the following:

### **Task 1: Livelihood Restoration Plan (LRP) for waste pickers**

The first step of a LRP development includes the identification of affected waste pickers, where a census is conducted to determine the number of waste pickers, their current livelihood activities, working conditions, socioeconomic profile, etc. However, this census is being conducted by another firm as stated in the introduction. Enabel will share the results to allow the development of the LRP.

For this assignment, the Consultant will go straight to the development of a LRP that addresses the needs of affected waste pickers by:



- Proposing livelihood alternatives, including employment opportunities within the new waste management system (sanitary landfill, ecopoints, MRF, composting facility), vocational training, or other income-generating activities;
- Organizing training programs and capacity-building activities to help waste pickers transition to new livelihoods;
- Outlining financial support mechanisms (access to microfinance, business grants, etc.) to assist with the transition process;
- Identifying roles, responsibilities, costs and timelines for implementing the LRP;
- Conducting public consultations to engage with waste pickers, and discuss alternative livelihood options, training opportunities and entrepreneurship initiatives;

The LRP should include at least:

- Purpose, objectives, targeted outcomes
- Implementation tasks
- Implementation roles and responsibilities
- Resources (personnel, equipment, facilities)
- Schedule
- Budget (including funding for training, employment creation, and support mechanisms for waste pickers)

In developing the LRP, particular attention should be paid to ensuring that all proposed measures are gender-sensitive and inclusive. The Consultant must consider the differentiated needs, vulnerabilities, and opportunities of women and men waste pickers, and integrate strategies that promote equal access to employment, training, and support services. This includes actively engaging women in consultations, designing targeted interventions to address barriers faced by female waste pickers, and promoting women's leadership and entrepreneurship. The LRP should reflect a clear ambition to contribute to gender equality and women's socio-economic empowerment throughout the transition process.

## **Task 2: Technical Review of Municipal Resettlement/Compensation Process**

For this task, the consultant needs to consider both national and international (at least where the national has gaps) legislation and/or guidelines. The main activities for this task are:

- Review the physical and socioeconomic survey reports produced by the municipalities. This task may also be complemented by targeted interviews with key stakeholders to validate findings and fill potential information gaps;
- Assess the adequacy of proposed compensation (its transparency, equitable and consistency with national legislation and if needed, international good practices) values and eligibility criteria;
- Review reports and materials from stakeholder consultations to assess whether these were inclusive, gender-sensitive, and well-documented. Verify that affected persons were

adequately informed of their rights and provided opportunities to participate in decision-making;

- Identify any risks, inconsistencies, or non-compliance issues in the documentation or procedures undertaken by the municipalities. Highlight potential reputational, social, or legal risks to the programme and/or development of the waste infrastructures;
- Provide targeted, actionable recommendations for improving the compliance (e.g., Decree nr 31/2012) and quality of the resettlement/compensation processes, including suggestions for documentation updates, supplementary consultations, or technical justifications;
- Compile review reports that summarize the findings, gaps, and recommendations (for each phase or deliverable involved in the process), structured in a way that facilitates follow-up actions by Enabel and municipalities.

## 5.4 Deliverables

The consultant is expected to deliver the following:

1. Inception Report (including an updated workplan);
2. Livelihood Restoration Plan for Nampula (including public consultation reports);
3. Livelihood Restoration Plan for Nacala (including public consultation reports);
4. Technical Review on Socioeconomic and Physical Survey Report for Nampula (including public consultation reports);
5. Technical Review on Socioeconomic and Physical Survey Report for Nacala (including public consultation reports);
6. Technical Review on Resettlement/Compensation Action Plan (including public consultation reports) for Nampula;
7. Technical Review Resettlement/Compensation Action Plan (including public consultation reports) for Nacala.

## 5.5 Schedule of payments

<b>Instalments</b>	<b>Amount (%)</b>
Submission and approval of the Inception Report, after 2 week of award notice	20%
Submission and approval of the Livelihood Restoration Plan (Nampula and Nacala), after 8 weeks of award notice	30%
Submission and approval of the Technical Review on Socioeconomic and Physical Survey Report for Nampula and Nacala (including public consultation reports), after 8 weeks of award notice	20%
Submission and approval of the Technical Review on Resettlement / Compensation Action Plan (including public consultation reports), after 12 weeks of award notice	30%

## 5.6 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 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 12 weeks after reception of award notification from Enabel.

## 5.7 Miscellaneous

Weekly virtual meetings must be held to analyse the progress of the assignment.

Deliverables will first be submitted in draft version to allow Enabel and other partners 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.

## 5.8 Selection Criteria

To carry out the requested work, the Consultant must present at least 2 similar references in the last 3 years, and 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 Main Expert n°2 must be proficient in Portuguese language (written and spoken).

Role	Minimum Selection Criteria
Main Expert N°1 – Resettlement Specialist (Team Leader)	Bachelor's degree in Environmental Sciences, Social Sciences, Anthropology, Sociology or related field.
	At least 10 years of experience in leading and/or developing Resettlement Action Plans (RAP) according to national and international environmental and social standards, including the World Bank and IFC Safeguard Policies.
	At least 5 years in leading and/or supporting RAP implementation, including compensations to affected stakeholders.
Main Expert N°2 – Social and Community Development Specialist	Bachelor's degree in Social Sciences, Anthropology, Sociology or related field.
	At least 8 years of experience in developing livelihood restoration and/or social reintegration programmes/plans, with focus on vulnerable groups and/or informal sector.
	At least 5 years in conducting community consultations within livelihood restoration and/or social reintegration programmes/plans reintegration.

## 5.9 Award Criteria

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

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

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

- Understanding the terms of reference (20 points): Comments and proposal for improvement of the terms of reference by the tenderer.
- Methodology (40 points): 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, with a special focus on integrating gender equality considerations and indicating how the activities will be tracked using gender markers.
- Workplan (10 points): Compliance of the proposed work plan with the ToR, including a gender balanced team. The tenderer must respect deadlines, including also workload distribution of the tasks by team member and provide a comprehensive plan of activities, clearly outlining the work approach to be undertaken. It would also need to present a detailed schedule specifying the objectives and key stakeholders involved.

With regards to the ‘price’ criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} \times 30$$

#### 5.9.1 Indicative workload by expert

The estimated level of effort of the proposed expert is presented below:

Description	Position	Workload in days		Total
		Office	Field	
Main Expert N° 1	Resettlement Specialist (Team Leader)	30	5	35
Main Expert N° 2	Social and Community Development Specialist	40	15	55
Total		70	20	<b>90</b>

#### 5.9.2 Requested Resources

Consultant is entirely responsible for all logistical arrangements and must have all the necessary means to carry out the activities (e.g. materials, communication, computer, flights, accommodation, car, etc.).

Waste Officers of Enabel in Nampula and Nacala will act as focal points of the Consultant in the municipalities.



## 6 Forms

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

#### 6.1.1 Natural person

To fill the form, please click here: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

<b>I. PERSONAL DATA</b>		
FAMILY NAME(S) <sup>①</sup>		
FIRST NAME(S) <sup>①</sup>		
DATE OF BIRTH		
DD	MM	YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT		
IDENTITY CARD	PASSPORT DRIVING LICENCE <sup>②</sup>	OTHER <sup>③</sup>
ISSUING COUNTRY		
IDENTITY DOCUMENT NUMBER		
PERSONAL IDENTIFICATION NUMBER <sup>④</sup>		
PERMANENT PRIVATE ADDRESS		
POSTCODE	P.O. BOX	CITY
REGION <sup>⑤</sup>	COUNTRY	
PRIVATE PHONE		
PRIVATE E-MAIL		
<b>II. BUSINESS DATA</b> <div style="text-align: right; font-size: small;">If YES, please provide business data and attach copies of the official supporting documents.</div>		
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?  YES                  NO	<b>BUSINESS NAME (if applicable)</b>  <b>VAT NUMBER</b>  <b>REGISTRATION NUMBER</b>  <b>PLACE OF REGISTRATION:</b> <b>CITY</b>  <b>COUNTRY</b>	
DATE	SIGNATURE	

① As indicated on the official document.

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

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

④ See table with corresponding denominations by country.

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

## 6.1.2 Legal person entity private/public legal body

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

<b>OFFICIAL NAME</b> ①				
<b>BUSINESS NAME</b> (if different)				
<b>ABBREVIATION</b>				
<b>LEGAL FORM</b>				
<b>ORGANISATION TYPE</b>	<b>FOR PROFIT</b>	<b>NGO</b> ②	<b>YES</b>	<b>NO</b>
<b>MAIN REGISTRATION NUMBER</b> ③				
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)				
<b>PLACE OF MAIN</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.

6.1.3 **Public law body<sup>①</sup>**

To fill the form, please click here: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

<b>OFFICIAL NAME<sup>②</sup></b>  <b>ABBREVIATION</b>  <b>MAIN REGISTRATION NUMBER<sup>③</sup></b>  <b>SECONDARY REGISTRATION NUMBER</b> (if applicable)  <b>PLACE OF MAIN</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"><b>REGISTRATION</b></td> <td style="width: 20%;"><b>CITY</b></td> <td style="width: 40%;"><b>COUNTRY</b></td> </tr> </table> <b>DATE OF MAIN REGISTRATION</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;"><b>DD</b></td> <td style="width: 33%; text-align: center;"><b>MM</b></td> <td style="width: 33%; text-align: center;"><b>YYYY</b></td> </tr> </table> <b>VAT NUMBER</b>  <b>OFFICIAL ADDRESS</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"><b>POSTCODE</b></td> <td style="width: 40%;"><b>P.O. BOX</b></td> <td style="width: 30%;"><b>CITY</b></td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><b>COUNTRY</b></td> <td style="width: 40%;"><b>PHONE</b></td> </tr> </table> <b>E-MAIL</b>				<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>	<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>	<b>COUNTRY</b>	<b>PHONE</b>
<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>												
<b>DD</b>	<b>MM</b>	<b>YYYY</b>												
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>												
<b>COUNTRY</b>	<b>PHONE</b>													
<b>DATE</b>		<b>STAMP</b>												
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>														

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

## 6.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME <sup>10</sup>	
IBAN/ACCOUNT NUMBER <sup>11</sup>	
NIB	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

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<sup>10</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>11</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

### 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)

signature

.....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:

signature

.....

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>12</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>12</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>12</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.

## **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.

The service provider is supposed to have **included in its prices**, both unit and overall, all fees and taxes of any kind generally burdening the services, except for value-added tax. All the following expenses are the responsibility of the service provider, including:

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<sup>12</sup> In case of a joint venture, the certificate must be submitted for all members of the tendering party.



- Fees.
- Local travel, insurance, 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.
- Communications expenses (including internet), all costs and expenses of personnel or material necessary for the execution of this contract, remuneration as copyright fees, purchase or rental from third parties of services necessary for the execution of the contract.

International air transport will be **reimbursed by ENABEL**. Those costs should not be included in the forfait price. Those reimbursable expenses will be based on supporting documents. ENABEL approval before incurring the expense is always necessary. Otherwise, the expenditure cannot be reimbursed even with a supporting document:

- International air transport: Airline tickets for international flights between the expert's country of residence and the place of service provision are arranged and covered by the bidder (economy class ticket for the most economically advantageous route).

**For the financial offer, the proponent will have to fill in the following table:**

**ATTENTION!**

**-The tenderer must include in his price the applicable WITHOLDING TAX**

Name and first name: .....

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

Place and date: .....

Signature: .....