CLARIFICATIONS

Contract title:

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

Reference: MOZ22006-10137

N°	Issue / question raised	Response
1.	The ToR identifies Nampula, Nacala and Pemba as the three fast-track municipalities. Does Enabel expect the consultant to develop and structure exactly one SSPPP pilot in each of the three municipalities, or can multiple pilots be proposed in one municipality depending on feasibility, while meeting the requirement of at least three pilots overall?	The consultant should preferably structure at least one pilot per municipality. The objective is to draw as many lessons and recommendations as possible while working in different contexts.
2.	Have specific sites, wards, neighbourhoods or waste-management facilities already been identified by Enabel or the respective municipalities for the proposed pilots, or will the consultant be responsible for identifying and assessing suitable locations ?	No specific facilities were identified by Enabel. The consultant is responsible for the identification.
3.	For the proposed SSPPP pilots, what level of technical design and engineering assessment is expected from the consultant? Specifically, are conceptual layouts and preliminary infrastructure requirements sufficient?	Yes, conceptual layouts and preliminary requirements are sufficient.
4.	Will Enabel facilitate access to the relevant municipal authorities and nominate designated focal points in Nampula, Nacala and Pemba to support data collection, consultations and validation of proposed pilots?	Yes, Enabel will facilitate access to municipalities for the selected consultant.
5.	Does Enabel have an indicative expectation regarding the number and duration of field visits to the three municipalities? Will the training session at the 3 municipalities be done in a single session or separate? Similarly, please indicate the expectation of the market sounding sessions.	The duration of field visits will vary according to the activities that will be proposed by the consultant at each municipality combined with the stakeholder engagement effort that will be required. The duration and format of field visits will be further refined with the selected bidder in the inception phase.
6.	The ToR refers to capacity-building and stakeholder engagement activities. Could Enabel clarify which workshop-related costs will be covered directly by Enabel and which costs, such as travel, accommodation, interpretation, training materials and logistics, must be included	Please refer to the section below of the tender document 12. ELEMENTS TO BE INCLUDED IN THE PRICE Workshop-related cost that will be covered by Enabel are limited to the venue (meeting room) and the meals that will be consumed during the workshop.

	in the consultant's financial proposal?	
7.	The ToR indicates that international airfare will be reimbursed by Enabel, while local travel and related expenses are to be borne by the consultant. Could Enabel clarify whether travel between Maputo and the three target municipalities (Nampula, Nacala and Pemba), including domestic flights or other intercity transportation, will also be covered by Enabel, or whether these costs must be included in the consultant's financial proposal? If these expenses are to be borne by the consultant, could Enabel indicate the anticipated number of trips to each municipality that bidders should consider when preparing their financial proposals?	travel between Maputo and the three target municipalities (Nampula, Nacala and Pemba), are considered as local travel and should be included in the pricing as indicated in section 12. ELEMENTS TO BE INCLUDED IN THE PRICE The service provider should be able define the amount of trips that will be necessary based on past experience, knowledge and the scope of activities that will be in the proposal.
8.	Please clarify whether 30 marks for the CVs are divided equally or there is differential marks for the various positions?	The marks will be equally divided by the 2 key points of evaluation below. Within each point of evaluation, the points will be equally divided by each profile described under section 9. CONSULTANCY PROFILE MININUM REQUIREMENTS Key point of evaluation: clarity of presentation of experience and previous assignments in relation to the needs of this consultancy, the methodology and workplan. **(15 points)** Key point for evaluation: relevant experience in small-scale PPPs, municipal service delivery, solid waste management, circular economy, procurement and contract structuring will be considered strong assets. **(15 points)**
9.	Will an association with a waste management company, as a sub-contractor, be considered as conflict of interest?	No
10.	The Integrity Statement refers to "the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.)". We were unable to locate a clause 1.7 on this subject. Could you indicate which provisions are meant?	Please ignore the mentioning and just sign the form with place, date and name of the legal representative
11.	Clause 9.2 of chapter 3 requires one original on paper and a USB stick, with the technical and financial proposals separated. Could you confirm (i) whether the two proposals should be placed in separate sealed envelopes within a single outer envelope, and how the envelopes should be labelled; (ii) what the USB stick should contain (a scanned copy of the signed tender, editable files, or both) and whether separate USB sticks are needed for the technical and financial proposals; and (iii) whether a courier may hand-deliver the tender on our behalf, given that tenders sent "by mail" are discarded?	(i) Yes, and envelope should be named with the reference of the contract. (ii) USB should contain the same as the physical bids, no need for 2 USB and no editable documents are allowed (iii) Yes

12.	Clause 10.2 refers to the signing of a "submission report" and to an "original electronic deed". As submission is on paper, we assume this refers to the signature of the tender and its annexes by a duly authorized representative, with a copy of the power of attorney attached. Please let us know if that is not the case.	Correct.
13.	Tenders must be drawn up in English. May corporate documents, registration, tax and social security certificates, criminal record extracts, diplomas and reference letters be submitted in their original Portuguese? If a translation is required, would a simple (non-certified) translation suffice?	Portuguese is ok.
14.	Clauses 4.1 of chapter 2 and 16.1 of chapter 4 set a duration of 22 weeks from the kick-off meeting. Section 10 of the Terms of Reference counts the 22 weeks from contract signature, and section 6.2 refers to a "maximum contractual period (9 months)". Which starting point applies, and may a tenderer propose a work plan exceeding 22 weeks (within the 9-month limit) without this affecting the evaluation of the work plan or triggering fines for delay?	Please consider the duration of 22 weeks from the kick-off meeting, and a maximum implementation period of 9 months (from the kick-off meeting)
15.	Section 8 of the Terms of Reference allows ten working days for Enabel's review of draft deliverables and five working days for the incorporation of comments. Could you confirm that review periods, and any delays in validation by the steering group or in access to documents and stakeholders, will not count towards the contractor's performance period for the purpose of fines for delay?	There will be a shared responsibility to stick to the indicated review periods. Any deviations that may occur from both sides will need to be anticipated and formally communicated to avoid fines. According to section 21. FINES FOR DELAY (ART. 46 AND 154) fines for delay are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report.
16.	Could you confirm whether the EUR 70,000 turnover requirement refers to each of the financial years 2023, 2024 and 2025, to the annual average, or to the aggregate over the three years? We also assume that, in a consortium, the members' turnover may be combined.	The amount of the total turnover is 70.000 euros for the 3 years together.
17.	The turnover must be supported by a "certified financial statement". For entities that are not subject to a statutory audit, would approved annual accounts, or a statement certified by a certified accountant, be accepted?	Yes
18.	May the consortium members combine their references to meet this criterion? Where a member relies on a subcontractor's capacity under Article 73 of the Royal Decree of 18 April	Yes , the form is in page 41

	2017, is there a standard form for the written commitment?	
19.	Are the minimum requirements for each expert profile eliminatory, such that a single expert falling short leads to the rejection of the tender?	Yes, the requirements are cumulative
20.	Section 9 of the Terms of Reference allows tenderers to "combine roles where justified". May one expert be proposed for more than one profile (for instance, Team Leader and Legal and Procurement Specialist) and, if so, must that expert meet the minimum requirements of each profile?	Yes, the expert must meet the minimum requirements of each profile.
21.	Could the requirement of five years' working experience in Mozambique and Portuguese working capacity be met by any one of the proposed experts, including the Legal and Procurement Specialist?	Yes
22.	Is there a mandatory CV template? Must CVs be signed by the experts, and are simple copies of diplomas sufficient?	No CV template, they should indeed be signed
23.	Are non-key or support staff (for example, junior lawyers or analysts) permitted alongside the seven profiles, and should their CVs also be provided?	Yes
24.	The price form asks for a lump-sum price per phase "with overnight stay" and "without overnight stay". Could you explain what each column represents and which amount will be used as the "amount of tender" in the price formula? Should the man-day rates and the breakdown by deliverable be included in the form itself or in a separate annex?	The total lump sum price excl. VAT will be considered. The breakdown must be separated
25.	Section 12 of the Terms of Reference places local travel costs on the service provider. Could you confirm whether domestic flights between Maputo and the selected municipalities are included in the lump-sum price or reimbursable alongside international air travel? It would also help to know how many municipalities, and which ones, are expected to be covered, so that tenderers can price field missions on a comparable basis.	Domestic flights are considered as local travel and the cost should be included in the price. The target municipalities are Nampula, Nacala, and Pemba
26.	We understand that the 20% (or 32% or 10%) non-resident tax withheld at source applies only to invoices issued by consortium members that are not tax-resident in Mozambique. Could you confirm this, together with the VAT treatment of	Confirmed. If the withholding tax is applied, no VAT is applied locally

	the services?	
27.	Clause 25.1 of chapter 4 sets the advance at 20%, 10% or 5% depending on the size of the enterprise, while clause 25.5 refers to the deduction of "the 20% advance payment" from the final invoice. We assume the deduction corresponds to the advance actually paid. Could you also confirm whether the 30/30/40 instalments in section 10 of the Terms of Reference are each paid upon partial acceptance of the relevant phase deliverables, in line with clause 23.5 of chapter 4?	Yes, as it's stated in page 31
28.	Is professional indemnity insurance required and, if so, what is the minimum level of cover?	Only performance bond guarantee is required for the winning bidder.
29.	Clause 7.1 of chapter 4 transfers to Enabel the intellectual property rights "created, developed, or used" during performance. We assume this does not extend to the service provider's pre-existing materials, templates and know-how, which would be licensed to Enabel, MAAP, FNDS, ANAMM and the municipalities to the extent necessary to use and adapt the deliverables. Could you confirm this?	Confirmed.
30.	Could you confirm that the audits, on-the-spot checks and requests for supporting documents provided for in the Tender Specifications and the Integrity Statement are subject to lawyers' professional secrecy obligations, including the protection of other clients' information?	Yes
31.	The Integrity Statement requires a declaration that board members, staff members or their partners have no interests in "the businesses, organisations, etc. that have a direct or indirect link with Enabel". Could you clarify the scope of this wording, and whether it covers private operators, MSMEs, cooperatives or other counterparties involved in projects supported by Enabel?	Yes, it covers private operators, MSMEs, cooperatives or other counterparties involved in projects supported by Enabel
32.	The service provider will prepare the procurement and contracting packages for the pilots (Task 5) and conduct market sounding with potential operators (Task 4). Will the service provider, its consortium members or related entities be barred from advising potential bidders or operators in the pilot procurements, or in other waste-sector projects in Mozambique, during and after the contract? If so, for what period and scope?	To prevent any unfair competitive advantage or distortion of competition, the Service Provider, including its consortium members, affiliated entities and individuals proposed in the team, shall be prohibited from providing consultancy, advisory or other support services to potential bidders or operators in connection with the procurement procedures for the SSPPP pilot projects covered by this assignment. They shall also be excluded from tendering for, or participating in any capacity in, those procurement procedures.

		This restriction shall apply throughout the performance of the contract and until the award of the relevant pilot contracts. It shall also apply to any subsequent procurement procedure for the same pilot projects in the event of cancellation and re-launch. No blanket prohibition shall apply to the Service Provider or related entities in respect of other waste-sector projects in Mozambique. However, any actual or potential conflict of interest arising from their involvement in such projects must be disclosed to the Contracting Authority and will be assessed on a case-by-case basis. The obligations relating to confidentiality and non-disclosure shall remain applicable after completion or termination of the contract, for as long as the information concerned remains confidential.
33.	Justificação dos perfis previstos Considerando o prazo de execução de quatro meses e que o principal resultado esperado do projeto é a elaboração de um Toolkit de PPPs, solicitamos esclarecer a necessidade de prever sete perfis para a execução do projeto.	O período máximo de execução é de nove meses. Os perfis propostos foram previstos como mínimos necessários para garantir resultados fiáveis e realísticos que podem ser replicados á escala nacional.
34.	Acumulação de perfis por um mesmo especialista É permitido que um mesmo especialista seja proposto para mais do que um dos perfis indicados nos Termos de Referência, desde que cumpra os requisitos de qualificação e experiência de cada perfil e tenha disponibilidade para desempenhar as respetivas funções? Em particular, o Chefe de Equipa / Assessor de Transações de PPP poderá também assumir o perfil de Especialista Jurídico e de Contratação Pública?	Sim, o especialista pode combinar diferentes perfis mas entretanto, deve cumprir os requisitos mínimos de cada perfil.
35.	Start and duration of the contract. The administrative clauses state that the contract "starts upon kick-off meeting and lasts for 22 weeks", while section 10 of the Terms of Reference states that the study "shall be completed within 22 weeks from the date of contract signature". Could you confirm which of the two applies, and indicate the expected start date of the assignment?	Upon kick-off meeting prevails
36.	Academic requirements of the key experts. For the Institutional Capacity Building and Training Specialist, the requirement is a "degree in public administration, organisational development, education, environmental management or in a field related to the role". Would a degree in another field be accepted as "related to the role"	The degree has to be related to the role of Institutional Capacity Building and Training Specialist,

	where the expert shows extensive, documented experience in designing and delivering training and organisational development programmes, in line with the requirements of the profile?	
37.	Price schedule. The tender form requests, for each phase, a "total price with overnight stay" and a "total price without overnight stay". Could you clarify whether these are alternative prices or components to be added, and which total will be used for the financial evaluation?	Total price of both excluding VAT
38.	Selection criteria for joint tenders. Could you confirm (a) whether the minimum turnover of EUR 70,000 applies per year or cumulatively over 2023-2025, and (b) whether, for a tender submitted by a group of economic operators, the turnover and the two similar assignments are assessed for the group as a whole?	(a) Cumulatively (b) yes
39.	Target municipalities. Could you indicate the municipalities, or the number of municipalities, in which the pilots and fieldwork are expected to take place, so that travel and field costs can be budgeted accurately?	The target municipalities are Nampula, Nacala, and Pemba