



Ministério da Terra e Ambiente

Enabel



Tender: MOZ22005-10065

Service contract for Survey on waste valorisation activities in
Nampula, Nacala and Pemba Municipalities

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1 General point

1.1 Deviations from the General Implementing Rules

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

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “Enabel”, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

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

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

Attention: even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are ‘customer’ in the sense of tax legislation¹ As a result, services of this contract are deemed to be located in Mozambique and applicable tax legislation is legislation of Mozambique. For more information on this tax regime, you can contact

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation², the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company³ as well as the Belgian Law of 23

¹ Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

² Belgian Official Gazette of 26 March 2013

³ Belgian Gazette of 30 December 1998



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November 2017⁴ 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 2003⁵, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁶ 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);

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 procurement⁷;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁸;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁹;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts¹⁰;
- Circulars of the Prime Minister with regards to public contracts⁷;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019 (see www.enabel.be);
- Enabel's Policy regarding fraud and corruption risk management – June 2019 (see www.enabel.be);
- 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

⁴ Belgian Official Gazette of 11 December 2017

⁵ Belgian Official Gazette of 18 November 2008

⁶ <http://www.ilo.org/ilolex/english/convdisp1.htm>.

⁷ Belgian Official Gazette of 14 July 2016.

⁸ Belgian Official Gazette of 21 June 2013.

⁹ Belgian Official Gazette of 09 May 2017.

¹⁰ Belgian Official Gazette of 14 February 2013.



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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; Enabel’s Code of Conduct and the policies mentioned above can be consulted on Enabel’s website via <https://www.enabel.be/who-we-are/integrity>

1.5 Definitions

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

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- 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.



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- 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>



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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



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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 o “Litigation (Art. 73)”.



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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 primary objective of this consultancy is to acquire the necessary knowledge related to municipal solid waste reuse, recovery, and recycling activities in the municipalities of Nampula, Nacala, and Pemba, with a special focus to existing dumpsites, their social and economic dynamics.

The goal is to integrate these findings into the subsequent steps related to waste valorization investments in these municipalities, particularly in Nampula and Nacala, but also in Pemba, within the framework of the national waste management program (ValoRe).

2.3 Duration

The survey must last maximum of **4 months** of calendar after awarding. A detailed work plan must be submitted by the service provider based on the information provided in the present Tender document.



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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).

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

3.3 Information

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

Until 6 days before the deadline to submit a bid, tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Mrs Lidia Uamusse (lidia.uamusse@enabel.be) cc tendersmoz@enabel.be

They will be answered in the order received.

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

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

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him from establishing his price or compare tenders, within 10 days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

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

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;



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4. Form 6.4: Integrity statement for the tenderer;
5. Form 6.5: Power of Attorney;
6. Updated certification of registration
7. The document certifying that the tenderer is in order with the payment of social contributions;
8. The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: Selection criteria - Experience of the company and the team of experts.
10. Form 6.10: Financial offer & Tender form.
11. Technical offer according to the ToR;

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

The tender and the annexes to the tender form are drawn up in English or Portuguese. The Tender Documents and their annexes are written in English and Portuguese (French or Dutch if requested). In case of discrepancies and/or disputes regarding the interpretation of the Tender Documents (and annexes) and subsequent documents related to this public contract, the English version of the Tender Documents (and annexes) and related documents will prevail and be used as the primary reference.

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 result based (lump sums against deliverables).

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

3.4.3 Elements included in the price

The service provider is supposed to have all necessary expenses included in its prices for the execution of the contract, including all fees and taxes (including withholding tax) of any kind generally burdening the services, except for value-added tax. The VAT percentage applicable for this contract must be indicated by the tenderer in a special line in the price form (Section 6 – forms). As mentioned in 1.2. local tax regime is applicable.

According to Article 59 of Directive 2006/112/EC no (Belgian or European) VAT should be on the invoice.

The service provider should consider especially the following costs:

- Payment of data collectors



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- Rates
- Local travel (and land-related logistics), insurance, visas, communication expenses
- Subsistence allowance and accommodation expenses (including per diems for civil servants in line with current Mozambican legislation¹¹)
- Administrative and secretarial costs
- the cost of the documentation related to the services and possibly required by the contracting authority
- The production and delivery of documents or tools related to the execution of the services
- Reception costs
- All expenses, personnel costs and material costs necessary for the performance of this contract
- Remuneration in the form of royalties
- Purchase or rental from third parties of services necessary for the performance of the contract.
- Communication expenses (including internet), all costs and expenses of personnel or material necessary for the performance of this contract, remuneration such as copyrights, purchase or rental from third parties of services needed for the performance of the contract.

Enabel will reimburse international air transport, if applicable. Such costs shall not be included in the financial proposal. Such reimbursable expenses will be based on supporting documents. Enabel's approval before incurring the expense is always required. Otherwise, expenses cannot be reimbursed even with a supporting document. Airline tickets for international flights between the expert's country of residence and the place of provision of the service must be arranged and covered by the tenderer (economy class ticket for the most economically advantageous route).

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:

¹¹ Decree n.o 95/2018 (Conditions) e o Diploma Ministerial n.o 69/2019 (Full amount)



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- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 19/08/2024** at **12:00**.

It is submitted in a properly sealed envelope bearing the following information: Tender **MOZ22005-10065**

It may be submitted:

- a) By courier

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

Enabel in Mozambique
Av. Kenneth Kaunda, 264
Maputo, Mozambique

- b) Delivered by hand with acknowledgement of receipt.

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

NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED

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

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

3.6 Amending or withdrawing tenders

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

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

Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

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



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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.

Selection criteria

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

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file naming **at least 3 similar services executed in the last 3 years**.



3.8.2 Regularity of tenders

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

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure after negotiations without success.

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

3.8.3 Award criteria

Tenderer references

To carry out the requested work, the consultant must present the following team of specialists, who must ensure the expected results within the expected deadline. Proficiency in Portuguese language (written and spoken) will be required to all experts.

Main Expert N°1 – Team Leader

- **Qualification:** Social studies specialist
- **General experience:** at least 8 years of experience in social studies
- **Specific experience:** at least 5 years of experience in elaboration and implementation of municipal solid waste management plans.

Main Expert N°2 – Solid Waste Expert

- **Qualification:** Environmental engineer or environmental management specialist
- **General experience:** at least 5 years of experience in environmental studies and/or assessments.
- **Specific experience:** at least 3 years of experience in municipal solid waste management and elaboration/implementation of plans, including waste valorisations assessment and/or initiatives.

Main Expert N°3 – Social Science Expert

- **Qualification:** Social sciences specialist
- **General experience:** at least 5 years of experience in social studies
- **Specific experience:** at least 3 years of experience in social studies, including gender analysis and vulnerable group assessments.

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

Description	Position	Workload in days
Main Expert N°1	Team leader	30
Main Expert N°2	Solid waste expert	45
Main Expert N°3	Social science expert	60



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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)

Documents required

Interested consultants or consulting firms are invited to submit their proposals, including a detailed methodology, work plan, budget, and CVs of key personnel.

All CVs of the proposed experts must be attached and meet at least the expertise and experiences mentioned above (minimal requirement) to be approved for full evaluation.

Evaluation and 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 score presented below will be assessed on:

1. Understanding the terms of reference, comments and proposal for improvement of the terms of reference by the tenderer (10 points)
2. Consistency and clarity of the proposed methodology. For this criterion, the tenderer must ensure that all aspects of the assignment are covered by the proposed approach, to ensure the targeted objectives. The use of electronic tools for data collection will be recognized (15 points).
3. Compliance of the proposed work plan with ToR, including gender balanced team. The tenderer must respect deadlines, including also staffing and distribution of the tasks between the members of the team (10 points).

– Award criteria points

Nº	Detailed award criteria	Maximum points
<u>1</u>	<u>Technical part</u>	<u>70</u>
1.1	<i>Technical proposal</i>	35
1.2	<i>Key expert 1: Team leader</i>	15
	Qualification	4
	General experience	5
	Specific experience	6
1.3	<i>Key expert 2: Solid waste expert</i>	10
	Qualification	3
	General experience	4
	Specific experience	3
1.4	<i>Key expert 3: Social sciences expert</i>	10
	Qualification	3
	General experience	4



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Nº	Detailed award criteria	Maximum points
	Specific experience	3
2	Price With regards to the 'price' criterion, the following formula will be used: Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} \times 30$	30

3.8.4 Negotiations

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

3.8.5 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 or redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

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

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

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



4 Specific contractual provisions

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

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

4.1 Definitions (Art. 2)

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

4.2 Correspondence with the service provider (Art. 10)

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

4.3 Managing official (Art. 11)

The managing official will be appointed in the award letter.

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

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



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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.



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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.



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4.7 Intellectual property (Art. 19-23)

The contracting authority does 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.



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- 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 240 days 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.



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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



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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 **Error! Reference source not found.** "**Error! Reference source not found.**"), 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



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Av. Kenneth Kaunda, 264

Maputo, Mozambique

The invoice will mention:

- **“Enabel, the Belgian development Agency, in Mozambique**
- the name of the contract: Service contract to carry out a Survey on waste valorisation activities in Nampula, Nacala and Pemba Municipalities;
- the reference of the tender documents: **“MOZ22005-10065”**
- the name of the managing official: Lidia Uamusse

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

For the applicable tax regime and thus applicable taxes (such as VAT and WHT) see clause 1.2. of these specifications.

Schedule of payments

The following will be applied:

- 30% with the submission and approval of the Review Report will be produced and submitted 1.5 month after contract signature.
- 50% with the submission and approval of Draft Final Report; Datasets of field survey and Geographic coordinates files (e.g. kml) of points of interest
- 20% with the submission and approval of Final Report, including comments from the consultative meeting

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

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

Acceptance of the services performed

The services will only be accepted after the requirements have been met and after the technical acceptance(s). Provisional acceptance(s) will be finalized after the services mentioned in the Terms of Reference have been performed (see also point 4.15 " Invoicing and payment of services (Art. 66-72 and 160).

At the end of the thirty-day period following the date stipulated for completion of all the services, depending on the case, an acceptance report or a report refusing acceptance will be drawn up.



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When the services are completed before or after this date, it will be the responsibility of the service provider to notify the contract manager by registered letter and, at the same time, request that the acceptance procedure be carried out.

Within thirty calendar days of the date of receipt of the service provider's request, a report of acceptance or refusal of acceptance, as the case may be, must be drawn up.

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.

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.

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.



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5 Terms of reference

5.1 Subject of the invitation to tender

Expected outputs

The output is a full report with findings related to Nampula, Nacala and Pemba contexts on waste and secondary material context.

The main subject of this study is the informal waste workers and associated facilities (including but not limited to middlemen, aggregators, transporters, etc.) in Nampula, Nacala and Pemba municipalities. It is also envisaged to survey actual dump sites.

5.2 Background

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

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

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

1. *Waste management plans are coordinated with other municipal public services and covered by the reporting system towards the national authorities*



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2. *The capacity of municipalities for enforcing the waste management plans is strengthened and investments in collection equipment and infrastructure are planned on the long term*
3. *Waste pickers and neighbourhood associations become key partners for the Municipality and waste operators to collect recoverable waste and to reclaim the loss of the amenity due to the dispersion of wastes in the public space*
4. *Women are an active player in the waste collection system and are allocated a fair part of the economic benefits*
5. *A circular economic case of recoverable waste can be scaled up in the country, during the design of the system, its operations and identification of new investments all the actors are engaged.*

It's expected that in the scope of output 3, waste-banks (also designated as ecopoints) will be developed, linking to the operation of MRF. Due to these different actions various impacts can be expected in the overall scenario of municipal solid waste system in those municipalities, namely in waste valorisation activities. Waste-picking activities besides being a direct target in the objective of job creation, formalization and increased revenue, are also characterized by vulnerability aspects, which needs to be properly assessed.

In the scope of ValoRe, MTA has contracted the execution of various Environmental Impact Assessments Studies of the Sanitary Landfills, including Pemba and Nacala, which are in a final stage. Nevertheless, some information is provided in those documents, a more in-depth knowledge on the actual dumpsites and associated activities to waste valorisation needs to be assessed, considering the future implications that the planned infra-structures will have in more vulnerable stakeholders, namely waste-pickers.

Below some main information's about the municipalities dumpsite's locations and brief information about waste picking activities.

Nampula

According to the last Census (2017), there are 663,212 inhabitants in Nampula city which has an area of 482 km². The city is divided in six administrative posts (Urbano Central, Muatala, Muhala, Namicopo, Napipine and Naticire) and 18 neighbourhoods.

The final disposal is done at three dumpsites - Crispin and Namicopo, both with an approximate area of 1.5ha, located 8 km from the urban centre and Naticire dumping site (approx. 3ha), which is 10 km from the city. A future site has been identified and a detailed design has been elaborated – even if does not fit the setup established in the on-going efforts – located outside the city limits in a mostly rural area.



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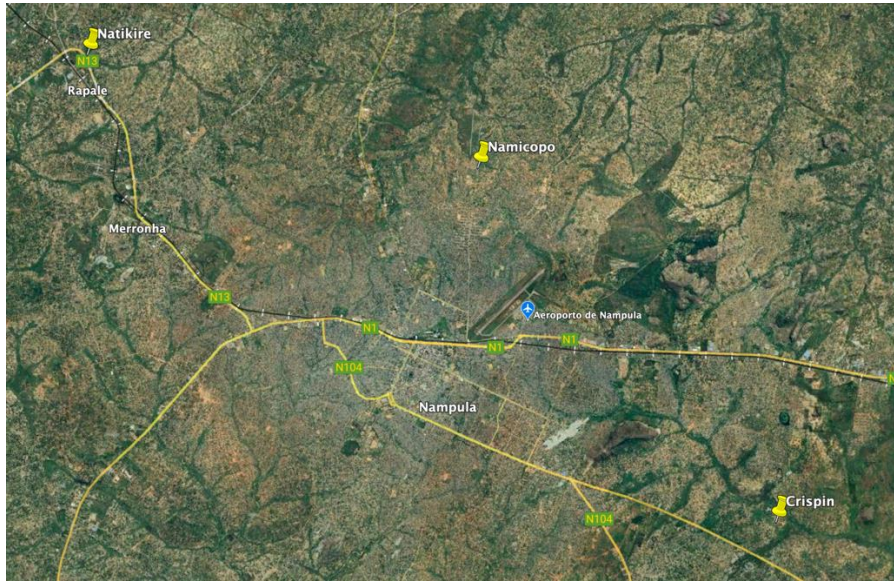


Figure 1 - Location of Nampula dumpsites

Waste-picking activities in Nampula are characterized by informal groups primarily composed of vulnerable populations such as the homeless, children, marginalized men and women, and the elderly. Near the dumping sites, intermediaries who purchase various materials can also be found. Although limited, there are activities focused on the pre-processing of recyclable materials, with some intermediaries buying PET, scrap, and PEAD materials.

According to the Integrated Municipal Solid Waste Management Plan of Nampula (PGIRSU), waste pickers primarily collect metal cans and PET bottles.

Nacala

According to the 2017 population Census the City of Nacala has about 287,536 inhabitants, distributed over an area of 370 km².

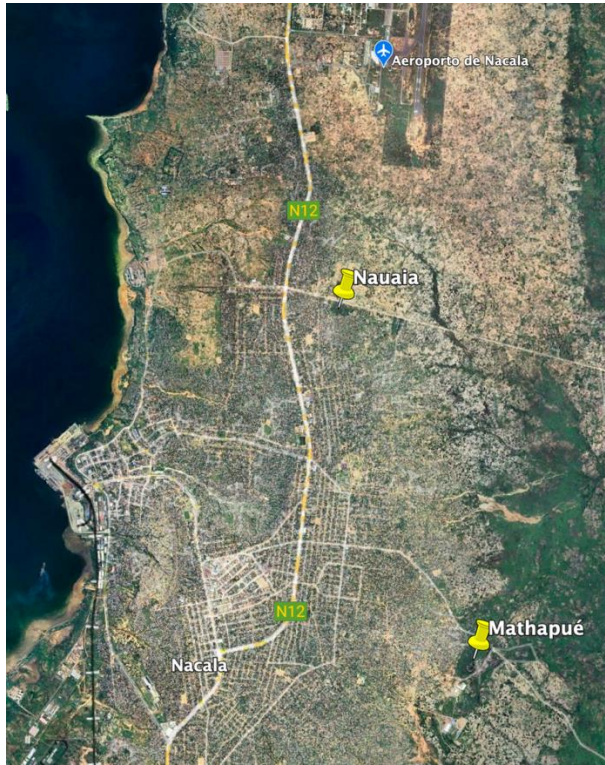
The final disposal of municipal solid waste is carried out at two main different locations, the Mathapué and the Nauaia dumpsites. The latter is used as a temporary solution (with an area of approximately of 2ha), considering that the former is the main dumpsite (with around 12.7 hectares).

A preliminary survey identified 39 wastepickers at the Mathapué dumpsite.

Both dumps are situated in the Mutiva Administrative Post. However, due to accessibility issues, waste is not always deposited at these sites. The choice of disposal location often depends on the area where the waste is collected.



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In the Municipality of Nacala, the presence of ravines (areas degraded by erosion) affects waste disposal practices. Waste collected is often dumped in the ravines close to the collection areas. In recent months, waste has been dumped in a ravine located in the neighbourhood of Ribaué.

The Municipality of Nacala has identified the Mathapuê dumpsite 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 1 - Limits of Mathapuê 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



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Figure 2 - Location of Mathapuê wastedump and future location of the future sanitary landfill

Pemba

The Municipality of Pemba occupies an area of 97 km² and is divided into 10 neighbourhoods. According to the 2017 Census, the municipality had a population of 200,529 inhabitants, which has increased significantly due to the internal displaced population.

The future site for final disposal of waste and the material recovery facility has been identified in an area of approximately 80 hectares where the current dumpsite is now located. According to a preliminary survey there are around 60 waste-pickers at the dumpsite.

The site is located outside the city limits, in the District of Mecufi and about 22 km away from the city and is accessed by driving approximately 20 km along the National Road N^o 238 and the remaining 2 km on a non-paved road.

The proposed site is in an area of rural features. The land is occupied by natural vegetation (mostly scrubland that is typical of the region). The DUAT has the following geographical coordinates.

Table 2: Coordinates of Pemba landfill

Vertex	Latitude	Longitude
1	662,440.719	8,550,450.642
2	661962.648	8,551,327.106
3	661912.059	8,551,665.064
4	661877.859	8,551,841.963
5	662346.652	8,552,006.106
6	662368.334	8,551,906.250
7	662446.386	8,551,546.795
8	662963.224	8,550,782.443
9	662440.719	8,550,450.642



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Figure 3 - Location of the actual municipal landfill site

5.3 Objectives

General Objective

The primary objective of this consultancy is to acquire the necessary knowledge related to municipal solid waste reuse, recovery, and recycling activities in the municipalities of Nampula, Nacala, and Pemba, with a special focus to existing dumpsites, their social and economic dynamics.

The goal is to integrate these findings into the subsequent steps related to waste valorization investments in these municipalities, particularly in Nampula and Nacala, but also in Pemba, within the framework of the national waste management program (ValoRe).

Specific objective

In order to reach the primary objective, the following should be considered:

- Comprehensive assessment of waste valorisation activities in the municipalities of Nampula, Nacala and Pemba, including also gender dynamics involved and assess the role of women on waste valorisation activities along the entire value chain.
- Evaluate the informal sector's vulnerability and their adaptability within the context and upcoming developments in the future, including gender dynamics;
- Increase the knowledge of local and central authorities on waste valorisation activities.

5.4 Methodological approach

The consultancy will provide expertise services to collect primary data on waste valorisation activities, which will include a survey on the number and profiles of waste pickers in the municipalities of Nampula, Nacala and Pemba. Additionally, to the data collection process, the consultancy would also present an assessment of actual valorisation scenario in those municipalities and provide recommendations for increase integration and follow-up activities to be developed – presented in an action plan.



The assignment will be divided into three main tasks, as explained in the following items:

Task 1: Preliminary analysis of municipal waste management practices

Based on secondary data to be shared by Enabel, the consultant will develop a preliminary assessment of waste valorisation practices in the target municipalities and its interlinkages with informal sector.

It should also highlight key socio-economic risks for informal sector, considering environmental and social aspects, which include but is not limited to labour and labour safety, access restriction, public health and safety, child labour, gender-based violence, sexual exploitation and abuse, ethnic minorities (if any), etc., for the analysis of these risks.

Built on initial findings from the desk review, the consultant will propose an appropriate methodological approach to gather and analyse primary data, which should consider:

Sampling:

- Target Population: Municipal waste workers, informal sector workers, community leaders, and relevant authorities;
- Sample Size: Determine based on population size and required confidence level (e.g., 95% confidence level with a 5% margin of error);
- Sampling Technique: Stratified random sampling to ensure representation of various sub-groups (e.g., gender, age, role in waste management).

Data Collection Methods and Tools:

- Census (waste dump sites): Population count, demographic information (e.g., age, gender, ethnicity, disability status), activity profiles (e.g., collection, sorting, trading), and working conditions (assuring a gender perspective analysis);
- Surveys: Structured questionnaires with closed and open-ended questions.
- Interviews: Semi-structured interviews with key informants;
- Focus Groups: Discussions with specific groups (e.g., women, youth, ethnic minorities) to gather in-depth qualitative data;
- The use electronic platforms and ODK systems are encouraged, to streamline data collection and validation.

Data Analysis:

- Quantitative Data: Statistical analysis using software such as SPSS or Excel;
- Qualitative Data: Thematic analysis to identify common themes and patterns.

Details of the proposed methodological approach would then need to be consulted with Enabel, which will include also timeline for data collection (ensuring coverage of all target areas) and



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effective monitoring, to ensure the implementation of a system for checking progress and ensuring data quality (e.g., regular debriefing sessions with enumerators).

The output of Task 1 is a review report providing initial situation analysis and proposing points of interests and appropriate methodological approach for the field survey. The analysis should include (but is not limited to):

1. Overview of the status quo of municipal waste management in Nampula, Nacala and Pemba, with a special attention to waste valorisation activities;
2. Definition of field methodology including approach and tools to be used, identify appropriate methodological approach to the research questions, taking into account the key findings of Task 1.

Task 2: Examining the informal sector in waste management in Nampula, Nacala and Pemba municipalities

Based on the validated approach from the previous task, survey instruments (e.g. questionnaires, interview and/or and focus group discussion guide) should be developed, which will need to be a pre-tested. With the design survey methods defined, the field survey planning would foresee training of enumerators/field surveyors, to be selected based also in their familiarity with the local context, languages and gender balance, to insure comprehensive training on survey objectives, ethical considerations, and data collection techniques. Enumerators should represent at least 50% women.

The consultant will conduct field survey with informal sector, and other relevant stakeholders such as authorities, formal waste management operators, etc., in the targeted municipalities to gather necessary data/information for the survey. Special attention should be given to actual waste-dumps in order to establish baseline figures linked to those locations. The consultant shall aim for a diverse group of actors (female and male) to be surveyed.

The required specific information includes (but is not limited to):

- a) Census, presenting a comprehensive count and profile of all individuals involved in waste picking at waste dump sites;
- b) Quantitative scoping of informal waste sector (workers and points of interest) in target municipalities: numbers of points of interest and/or trading centres, informal waste buyers/collectors and wastedump pickers;
- c) Profile and number of informal workers including age, gender, disability, preferred location of activity and roles in the value chain;
- d) Quantity of collected recyclable scrap per material, by formal and informal workers;
- e) Significance of income from waste work in the total income of informal workers by gender and age;
- f) Informal workers' intention of joining formal work settings;
- g) Perspective of informal sector in the context of upcoming changes, expectations of difficulties and opportunities, and potential solutions from their own view.



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Analyse data to provide a general view of the informal sector in waste management in the targeted municipalities, including actual waste-dumps, different factions within the sector and their concerns, challenges and expectations taking into consideration the opinions of women and other vulnerable people, to enhance understanding of their perspectives, their perceived vulnerability and opinions.

Assess waste valorisation practices in the targeted municipalities, including segregation and collection of recyclables, and the links between formal and informal sectors. This assessment should include collection, scrap recycling, informal sector's contribution to recycling and/or recyclable waste flow from Nampula / Nacala / Pemba to other recycling destinations.

Review the involvement of the informal sector in the context of municipal waste management system and the targeted municipalities. Special attention will be given to the size of the sector, the amount of material being collected, the income being generated and location of activities – namely existing waste-dumps.

Present recommendations on possible scenarios of integration of waste pickers and related informal activity, taking into consideration a pro-active gender balanced approach as well as the plans for the development of waste-banks (ecopoints) as well as MRF in the three municipalities. Those recommendations should be integrated in an action plan, linked to envisaged development of infra-structures in the scope of Enabel portfolio and ValoRe. The lines of action should address social, governance and financial issues.

The output of Task 2 is a Draft Final Report, including datasets, initial analyses from Task 1 and subsequent findings from the field survey and resultant recommendations, to be reviewed by Enabel, municipalities and National Directorate of Environment (DINAB) of Ministry of Land and Environment (MTA).

Task 3: Conduct a consultative meeting to gather feedback on findings and finalise the report

Consult with relevant experts and stakeholders including relevant authorities through a consultative workshop/meeting to be held in each municipality, after Task 2, during the finalisation of the report. Feedback from workshop participants will be considered and considered for the revision of the Draft Report. The output of Task 3 is comments/recommendations/feedbacks received, which could be given in the workshop's minutes, and the Final Report of the research and the proposed action plan.

Enabel will be responsible to assure the logistic of the workshops in close coordination with the consultant and the different stakeholders.

5.5 Duration of the Consultancy

The assignment will require a field mission in the target municipalities for data collection, local Enabel staff (Maputo, Nampula, Nacala and Pemba) and other stakeholder consultation, and



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conduction of required workshops. Once this data collection is complete the assignment can be conducted from Maputo or elsewhere (homebased).

The study is expected to be completed within **4 months** after an agreement is signed between the consultant and Enabel.

5.6 Working modalities

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

The following deliverables should be presented per task:

Task 1 - Preliminary analysis of municipal waste management practices

In this task a Review report will be produced and submitted 1.5 month after contract signature.

Task 2: Examining the informal sector in waste management in Nampula, Nacala and Pemba

In this task the following deliverables will be produced and submitted 3.5 months after contract signature

- Draft Final Report
- Datasets of field survey
- Geographic coordinates files (e.g. kml) of points of interest

Task 3: Conduct a consultative meeting to gather feedback on findings and finalise the report

In this task the following deliverables will be produced and submitted 4 months after contract signature

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

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

All documents will be provided by e-mail of readable PDF files and/or source files, including datasets in Portuguese. Final report will include a summary in English.



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>

I. PERSONAL DATA	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
DD	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT DRIVING LICENCE② OTHER③
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION: CITY COUNTRY
YES NO	
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.



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- 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.



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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>

OFFICIAL NAME ^①	
BUSINESS NAME (if different)	
ABBREVIATION	
FORMA JURÍDICA	
ORGANIZAÇÃO	FOR PROFIT
TIPO	NON FOR PROFIT
	NGO ^② YES NO
MAIN REGISTRATION NUMBER ^③	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN	
REGISTRATION	CITY COUNTRY
DATE OF MAIN REGISTRATION	DD MM YYYY
VAT NUMBER	
ADDRESS OF HEAD OFFICE	
POSTCODE	P.O. BOX CITY
COUNTRY	PHONE
E-MAIL	
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

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

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

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



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6.1.3 Public law body^①

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

OFFICIAL NAME^②			
ABBREVIATION			
MAIN REGISTRATION NUMBER^③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY			PHONE
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

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



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6.2 Financial identification

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

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

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

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

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



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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 – see www.enabel.be
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 – see www.enabel.be



- 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: a consolidated list can be found on : [Sanctions financières | SPF Finances \(belgium.be\)](https://www.sanctions.be/)

.....

Place, date



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6.4 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse of June 2019* and *Enabel's Policy regarding fraud and corruption risk management of June 2019* and I / we declare fully endorsing and respecting these articles.

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

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

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

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

.....

Place, date



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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 documents¹⁴ 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**¹⁴ 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**¹⁴ (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.

¹⁴ In case of a joint venture, the certificate must be submitted for all members of the tendering party.



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6.9 Selection Criteria: Experience of the company and the team of experts

The company should detail the experience of the company and the team of experts in a table providing for each criterion the detail of the projects and/or experience required, including certificates of completion.

See page(s) 14 and 15 of the Tender Documents for detail on the selection criteria.

6.10 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.

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

Description	Unit	Prices in Euro excl. VAT
Deliverable 1	Lump sum	
Deliverable 2	Lump sum	
Deliverable 3	Lump sum	
Deliverable 4 (Conditional)	Lump sum	
Deliverable 5 (Conditional)	Lump sum	
Deliverable 6 (Conditional)	Lump sum	
Deliverable 7 (Conditional)	Lump sum	
Deliverable 8 (Conditional)	Lump sum	
TOTAL		

VAT percentage	%
-----------------------	---

Notes: Deliverables 1-3 are fixed. The services related to the deliverables 4-8 are conditional and need the approval of the contracting authority.

Possible flights will be refundable on a reimbursable basis against invoices.

Name and first name:



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Duly authorised to sign this tender on behalf of:

Place and date:

Signature: