



Tender documents Enabel in Mozambique
MOZ1302611-10017 of 30/08/2023

Public services contract for the “Sustainability Study of
Desalination Water Supply Systems”

Country: Mozambique

Table of contents

1	General point	4
1.1	Deviations from the General Implementing Rules.....	4
1.2	Contracting authority.....	4
1.3	Institutional framework of Enabel	4
1.4	Rules governing the public contract	5
1.5	Definitions.....	5
1.6	Processing of personal data by the contracting authority and confidentiality.....	7
1.7	Deontological obligations	7
1.8	Applicable law and competent court.....	8
2	Object and scope of the contract	9
2.1	Type of contract	9
2.2	Object and scope of the contract.....	9
2.3	Lots.....	9
2.4	Duration	9
2.5	Variants	9
2.6	Quantities.....	9
3	Procedure	10
3.1	Award procedure	10
3.2	Publication	10
3.3	Information	10
3.4	Tender	10
3.5	Submission of tenders.....	12
3.6	Amending or withdrawing tenders	12
3.7	Opening of tenders	13
3.8	Evaluation of tenders.....	13
3.9	Concluding the contract.....	16
4	Specific contractual provisions	17
4.1	Definitions (Art. 2).....	17
4.2	Correspondence with the service provider (Art. 10)	17
4.3	Managing official (Art. 11)	17
4.4	Subcontractors (Art. 12-15)	18
4.5	Confidentiality (Art. 18)	18
4.6	Protection of personal data	19
4.7	Intellectual property (Art. 19-23).....	19
4.8	Performance bond (Art. 25-33).....	20
4.9	Conformity of performance (Art. 34).....	21
4.10	Changes to the procurement contract (Art. 37 to 38/19)	21

4.11	Preliminary technical acceptance (Art. 41-42).....	22
4.12	Performance modalities (Art. 146 and seq.).....	23
4.13	Zero tolerance sexual exploitation and abuse	23
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155).....	23
4.15	General payment modalities (Art. 66-72 and 160)	25
4.16	End of the contract (Art. 64-65, 150 and 156-157).....	25
4.17	Litigation (Art. 73)	26
5	Terms of reference	27
5.1	Introduction	27
5.2	Scope and objectives of the services	29
5.3	Detailed descriptions of the services	29
5.4	Expected results – deliverables.....	31
5.5	Methodology and work plan.....	32
6	Forms.....	34
6.1	Identification forms (6.1.1 or 6.1.2 or 6.1.3, depending on your status)	34
6.2	Financial identification.....	37
6.3	Declaration on honour – exclusion criteria.....	38
6.4	Integrity statement for the tenderers.....	40
6.5	Power of attorney	41
6.6	Certification of registration and / or legal status.....	41
6.7	Certification of clearance with regards to the payments of social security contributions	41
6.8	Certification of clearance with regards to the payments of applicable taxes	41
6.9	Key experts.....	42
6.10	Financial offer & tender form	43
6.11	Overview of documents to be submitted	44

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.

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 “Performance bond (Art. 25-33)”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

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 the Resident Representative and the ECA of Enabel in Mozambique.

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ 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 2003⁴, 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;

¹ Belgian Official Gazette of 26 March 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008

- 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 Organisation⁵ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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:

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

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Litigation: Court action;
- Technical specifications/Terms of Reference: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer.
- Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.
- Controller in the meaning of the GDPR: The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Sub-contractor or processor in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- Recipient in the meaning of the GDPR: A natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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

1.6.2 Confidentiality

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

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

1.7 Deontological obligations

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

1.7.2. For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

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

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the

contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidate's procedure will lead to the rejection of the application or the tender.

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

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

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

1.8 Applicable law and competent court

The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.17 "Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

Public contract for services.

2.2 Object and scope of the contract

This public services contract consists of “Sustainability Study of Desalination Water Supply Systems”, in conformity with the conditions of these tender documents.

2.3 Lots

This contract is a contract with one lot.

2.4 Duration

The contract begins upon award notification and expires at the final acceptance (see point 4.12.1 “Implementation period”).

2.5 Variants

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

2.6 Quantities

The public contract’s fixed quantities are mentioned under points 6.10 “Financial offer & tender form” and 5 “Terms of Reference”. Without prejudice to the possibility for the contracting authority to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract the contractor acquires the right to perform these quantities.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42 of the Law of 17 June 2016 pursuant to a negotiated procedure without prior publication.

3.2 Publication

These tender documents are published on the Enabel website (www.enabel.be).

3.3 Information

The awarding of this contract is coordinated by Armando Panguene, Public Procurer 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, candidate-tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Mr. Armando Panguene (armando.panguene@enabel.be) and they will be answered in the order received.

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the tender 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. Identification form;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderer;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - Copies of recent documents showing the legal status and place of registration of the tenderer (certificate of incorporation or registration...);
 - The document certifying that the tenderer is in order with the payment of social contributions;

- The document certifying that the tenderer is in order with the payment of taxes.
7. CV's of the key experts;
 8. Technical offer (including understanding of ToR, methodology and work plan);
 9. Financial offer & Tender forms.

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 in English.

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 shall be given in EUR (Euros) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

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

This contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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 any and 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 contractor is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of VAT (value-added tax) namely:

Fees, the per diems, travel costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

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

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

The tenderer submits his tender as follows:

- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 15/09/2023 at 15:00**.

It is submitted in a properly sealed envelope bearing the following information:
Tender MOZ1302611-10017

It may be submitted:

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

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

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

- b) Delivered by hand with acknowledgement of receipt.

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

- The original tender may also be submitted electronically exclusively to: tendersmoz@enabel.be, in pdf format or equivalent.

Please note that if the file and email size exceed 35MB (maximum size that can be received by the Enabel Exchange server), the tenderer should send the files in different emails (a partial submission).

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

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

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

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

3.8 Evaluation of tenders

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

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

Moreover, by means of the documents requested in the ‘Selection file’, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

Proposed team to perform the services

The tenderer will join to his bid the CV's of the following three (3) experts:

- **Specialist in Desalination Water Supply Systems Infrastructure**, who will be responsible for the component of the desalination infrastructure and equipment;

- **Socioeconomic Specialist**, who will be responsible for the component of the social and economic interventions in at community level;
- **Specialist in Water Supply Systems Operation and Maintenance**, who will be responsible for the equipment and O&M component of the Desalination Systems.

The team should have adequate experience in implementing similar contracts, including work coordination, monitoring, reporting and community facilitation. For this purpose, the tenderer must present in his proposal the professional curriculum, and the evidence/qualification certificates of each member of the proposed team. It should also be noted that that the contractor will be responsible for mobilising labour with proven experience in the respective functions performed, and labour without the required experience will not be accepted. The Profile of the Proposed Key Team can then be seen in the Table below.

Position	Qualifications and Key Competency	Experience (years)
<p align="center">Specialist in Water Supply Systems</p>	<ul style="list-style-type: none"> ▪ Master's degree in Chemical/ Civil/ Environmental/Sanitary Engineering or other related areas; ▪ Significant experience in the implementation of at least 10 design and construction projects for Water Supply Systems; ▪ Proven experience in the Dimensioning and Elaboration of at least 3 Projects of Water Supply Systems with the Desalination component and/or ultrafiltration systems; ▪ Fluency in Portuguese and professional competence in English, spoken and written. 	<p align="center">7</p>
<p align="center">Socioeconomic Specialist</p>	<ul style="list-style-type: none"> ▪ Degree in Anthropology/ Sociology/ Economics or other related areas; ▪ Significant experience in implementing at least 5 similar consultancy contracts as a socio-economic specialist; ▪ Knowledge of environmental and social safeguards applicable to infrastructure projects including water supply; ▪ Fluency in Portuguese and professional competence in English, spoken and written. 	<p align="center">5</p>
<p align="center">Specialist in WSS Operation and Maintenance</p>	<ul style="list-style-type: none"> ▪ Degree in Electromechanical/ Hydromechanical engineering or related areas; ▪ At least 5 years of solid experience in the area of management and operation of water supply systems; ▪ Proven knowledge in the practical operation of the equipment that make up the WSS units, in urban and/or rural areas; ▪ Fluency in Portuguese and professional competence in English, spoken and written. 	<p align="center">5</p>

Only tenders whose CV's meet all the criteria above are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

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.

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

3.8.3 Negotiations

The formally and materially regular tenders shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned below.

With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any best and final offer (BAFO).

Once negotiations are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer whose regular BAFO is the best value for money will be appointed the contractor for this contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

3.8.4 Award criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria:

Criterion 1: Technical proposal (60%)

The tenderer proposes a methodological note of maximum 15 pages based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

- The understanding of the terms of reference – 10 points
- Detailed methodology for implementing the terms of reference – 40 points
- The planning for the implementation of the tasks – 10 points

*Tenders will qualify for financial evaluation if they attain **40 out of 60 points** in total for the technical proposal.*

Criterion 2: Price (40%)

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40$$

3.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of 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 either renounce to award the contract, either redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

Pursuant to Art. 95 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer 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 of 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 is Akila Munir, akila.munir@enabel.be.

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

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

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the

competence of the managing official. For such decisions the contracting authority is represented as stipulated under point 1.2 “Contracting authority”.

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

4.4 Subcontractors (Art. 12-15)

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

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

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

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

4.5 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, provided that it indicates its status correctly (e.g. ‘in performance’) and that the contracting authority has not withdrawn this consent due to poor contract performance.

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);

- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

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

4.6.2 Processing of Personal Data by a Subcontractor

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

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

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

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

4.7 Intellectual property (Art. 19-23)

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

Without prejudice to paragraph 1 and unless otherwise stipulated in the contract documents, when the object of the contract consists of the creation, manufacture or the development of drawings and models or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the contract documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a licence to exploit the results protected by the intellectual property rights for the exploitation modes that are mentioned in the contract documents.

4.8 Performance bond (Art. 25-33)

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

No performance bond will be requested, if execution time of the order does not exceed 45 calendar days or the amount of the order is less than EUR 50 000.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a collective performance bond. The performance bond may also take the form of a guarantee issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch 15 (bonds).

As a deviation from Art. 26, the performance bond may be:

- posted through an establishment that has its registered office in one of the countries of destination of the supplies. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.
- consisting of a single deduction from the payment of the first invoice

These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

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

1. in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible: https://finances.belgium.be/sites/default/files/o1_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to info.cdcdck@minfin.fed.be;
2. in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;
3. in the case of a collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;
4. in the case of a surety, by the written undertaking of the credit institution or the insurance company.

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

1. the deposit receipt of the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or

2. a debit notice issued by the credit institution or the insurance company; or
3. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or
4. the original of the performance bond stamped by the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
5. the original of the written undertaking issued by the credit institution or the insurance company granting a surety.

These documents, signed by the depositor, must state for whom the performance bond has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful tenderer and, if applicable, of the third party making the deposit, with the words “lender” or “representative” as applicable.

The period of 30 calendar days specified above shall be suspended during the period of closure of the successful tenderer’s business during paid annual holidays and the days off in lieu stipulated by regulation or by a compulsory collective labour agreement.

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

Request by the contractor for the acceptance procedure to be carried out:

1° For provisional acceptance: This is equal to a request to release the first half of the performance bond;

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

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 Replacement of the contractor (Art. 38/3)

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

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

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

4.10.3 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

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

4.10.5 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 services must be performed within **115 calendar days** from the day following the date of dispatch of the contract award notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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

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

4.12.3 Evaluation of the services performed

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

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

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

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

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

4.13 Zero tolerance sexual exploitation and abuse

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

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

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

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

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

This term is without prejudice to the possible application of other measures as of right provided in the General Implementing Rules, namely the unilateral termination of the

contract and /or the exclusion of contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

The contractor is considered to be in failure of performance of the contract:

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

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

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

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

4.14.2 Fines for delay (Art. 46-154)

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

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

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

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

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

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

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

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

4.15 General payment modalities (Art. 66-72 and 160)

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

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

**Mr. Boaventura Muvale
Av. Kenneth Kaunda, 762
Maputo, Mozambique**

The invoice will mention:

- **“Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”**;
- the name of the contract: “Assessment of Non-Governmental Organisation, Civil Society Organisations and/or Public Institutions Organisational Capacities and Performance in Administrative, Financial Management, Procurement and Environment Control”;
- the reference of the tender documents: **“MOZ1302611-10017”**;
- the name of the managing official: **“Ms. Akila Munir”**;

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 payments may be requested and payment will be made only after performance and acceptance. Payment will be by bank transfer only.

Payment shall be made in instalments (progress payment) as follows:

N°	After approval of:	% payment
1.	Inception report	10%
2.	Diagnostic assessment report	50%
3.	Design of guidelines and technical processes	30%
4.	Elaboration of Terms of Reference	10%

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

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

4.16.1 Acceptance of the services performed

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

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.15 “General payment modalities (Art. 66-72 and 160)”).

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

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

4.17 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

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

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

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

5 Terms of reference

5.1 Introduction

5.1.1 PRONASAR

The National Rural Water and Sanitation Program (PRONASAR) represents the joint effort between the Government of Mozambique (GoM), development partners, non-governmental organizations (NGOs), the private sector, community members and other stakeholders in Rural Water Supply and Sanitation (RWSS) at central, provincial, district and local levels.

The objective of PRONASAR is to contribute to the satisfaction of basic human needs, improve well-being and contribute to the reduction of rural poverty in Mozambique, by increasing access to and use of water and sanitation services.

PRONASAR activities are being implemented on a national scale, aiming at harmonization and alignment, and better monitoring and evaluation of the impact of all Water and Sanitation programs. This approach also makes it possible to contribute to ensuring the sustainability of the intervened WASH infrastructures, thus preserving the continuity of services and the volume of investments mobilized annually, which are still beyond the country's real needs.

In view of the new developments arising, among others, from the country having subscribed to the Sustainable Development Goals (SDGs) and, subsequently, the Government of Mozambique having developed an Action Plan for the implementation of these goals for the water and sanitation sector, the Program's timeframe is 2030.

5.1.2 PRONASAR strategies and approaches in rural water

The efforts that the GoM and Cooperation and Development Partners have been undertaking within the scope of PRONASAR have resulted in the provision of drinking water and safe sanitation services to millions of people across the country, contributing to levels of coverage by rural water supply, stands at 52% (around 10.8 million people).

Despite this progress, 11.8 million people lack basic water services in 2022, with several challenges and opportunities still remaining.

In fact, improving the water supply for people living in rural areas represents one of the biggest challenges for the subsector. At PRONASAR, the belief is that achieving this goal depends on continuously identifying the most appropriate solutions, including a combination of efforts and technologies that respond to the challenges imposed by the growing demand for rural water services.

The actions of the rural water subsector focuses on four priorities, namely: (i) Expand services and technological options in accordance with the conditions of availability of water resources, (ii) Improve intersectoral coordination and participatory planning; (iii) Expand management options, ensuring whenever relevant, the combination of water management by dispersed sources and rural systems; (iv) Strengthen the role of local governments through technical training and competitive and equitable allocation of financial resources.

5.1.3 PRONASAR technological options – the case of desalination

The Program has been promoting and implementing various technological options that were consolidated during the first phase, namely dispersed sources and water supply systems (WSS), as well as continuing to research other alternatives that may contribute to increasing coverage, always bearing in mind environmental protection issues in accordance with the legislation approved and in force in the country.

Climate change, characterized by an increase in the frequency and intensity of extreme events, such as droughts, floods, cyclones and rising sea levels, could alter the quality of aquifers and water availability. It is in this context that the Program continues to carry out research and testing of alternative technologies considered safer without, however, refraining from assessing the risk associated with the lack of mastery of these solutions.

Desalination, which consists of treating water by ultrafiltration to remove dissolved salts, has been gaining ground in the context of water supply in some countries in the region and in the world in general, to fill the deficit of water for human consumption. Desalination is recommended for arid and semi-arid areas where groundwater has a high salinity content, as well as for coastal areas where the application of this technology proves to be adequate. It will be implemented where any other surface water collection options are found to be less efficient and effective.

In recognition of the strategic importance that desalination represents in the context of water supply and given the poor knowledge that the country has about this technology, in 2017 a *Task Force* was set up, responsible for researching and documenting the experiences that the country keeps registering.

The main aspects that PRONASAR takes into account in the desalination approach focuses on:

- the social and economic impact that is reflected in the provision of access to water for consumption;
- raising public awareness about rationalizing the use of desalinated water, resorting to brackish water sources for other purposes;
- the destination of the waste, avoiding contamination of the environment;
- applied tariffs that ensure the sustainability of the systems;
- the role of the Private Sector in mobilizing investment.

The *Task Force*, made up of national technicians, launched various activities with the aim of researching, documenting and disseminating water desalination technology in the country in view of current and future challenges in water supply within the context of climate change. As a result of this work, investments of more than USD 20 million have been mobilized in recent years, culminating in the installation of various desalination systems in rural areas.

This system has been implemented in various regions of the country within the scope of PRONASAR, with emphasis on the supply and installation of 32 desalination units in the provinces of Maputo (5), Gaza (8), Inhambane (4), Sofala (1), Manica (5), Tete (4), Zambezia (3) and Nampula (2). These investments were made possible with the support of PRONASAR partners, namely Belgian development agency – Enabel, African Development Bank – AfDB, World Bank – WB and by the Government of the United Kingdom of Great Britain and Northern Ireland, through Foreign, Commonwealth & Development Office – FCDO.

Ensuring the availability of qualified labour, accessories and spare parts for routine maintenance and breakdowns, as well as the high energy consumption of desalination plants, constitute the main challenges and opportunities resulting from the Program's experience over the last 6 years.

5.2 Scope and objectives of the services

The provision of services in this document falls within the scope of cooperation between the Governments of the Republic of Mozambique and the Kingdom of Belgium, Project "Study and Expertise Fund".

The general objective of the proposed services involves carrying out a study on the sustainability of Desalination Water Supply Systems (WSS), including the transfer of knowledge to the established Task Force, using a specific training program.

The specific objectives of this consultancy are the following:

- Carry out a diagnosis of the reference situation regarding the performance of the Desalination WSS, including the study of identification and characterization of the main technical, economic and social factors, which characterize the sustainability of the Desalination WSS;
- Develop procedural guidelines to guide the National Directorate of Water and Sanitation (DNAAS) in designing future desalination projects;
- Develop a sustainable management mechanism model for desalination water supply systems for future investments adopting this technology in Mozambique;
- Elaborate the Terms of Reference for a subsequent study with the aim of Preparing a training and mentoring program for the main stakeholders of Desalination Water Supply Systems, at all levels (e.g. Task Force, technicians at provincial and district level, WSS managers and operators).

5.3 Detailed descriptions of the services

5.3.1 Revision and analysis of relevant documents

The review and analysis of relevant and reference documents constitutes one of the fundamental stages of this consultancy and should fuel the definition of the baseline of the scope of the consultancy, providing the consultant with an understanding of the complexity and existing misalignments in the Sector, and the consultant should also analyse other relevant international literature.

The culmination of this stage should lead the consultant to the preparation of the inception report, where it is expected that the complete methodology for the elaboration of the Terms of Reference will be presented, as well as the balance of any preliminary and urgent issues of the sector that deserve to be discussed with the key stakeholders before proceeding with the formulation of the document. At this stage, the consultant must provide a document for carrying out the objectives of this consultancy, with schematic proposals of the topics/chapters to be included in each final deliverable of this consultancy.

5.3.2 Diagnosis of the reference situation

The diagnosis of the reference situation is one of the fundamental stages of this consultancy and should correspond to the definition of the baseline of the study, identification and characterization of the sustainability of the Desalination Water Supply Systems, taking into account the models installed in the country in terms of their origin, costs, aspects of social acceptance, operation and maintenance, and the tariff framework applied to each system.

The contractor should liaise with the various parties involved, including field visits, in each of the selected Water Supply Systems. Meetings with local entities, which are extremely important in this context, should be considered, in order to capture the entire social component of the sustainability of the Desalination Water Supply Systems, and the consultant should keep written records of the information and conclusions obtained, which must be disclosed to the contracting authority.

The contractor should develop a study in order to produce significant evidence and objectively and coherently demonstrate the relationship between the various factors (technical, social and economic) that characterise the challenge of Water Supply System sustainability.

The contractor should consider using descriptive and interpretative approaches that allow for a thorough investigation of the elements involved in the process. The criteria to be used in the study should also include an overview of the impact of climate change on the performance of the Water Supply System.

The table below presents a summary of the Desalination Water Supply Systems selected for carrying out this study, in terms of the designation of each Water Supply System, as well as the indication of the Province and District. Below are listed the reasons, or criteria used for the selection of the Water Supply System:

- The Water Supply Systems correspond to the inventory of Desalination Water Supply Systems built within the scope of PRONASAR;
- The 3 Water Supply Systems indicated in the Gaza Province are justified by the fact that the first interventions in desalination technology were carried out there, and have longer periods of operationalisation;
- The need to include the Gonda and Memba systems in the provinces of Sofala and Nampula is to allow exploring the socio-cultural lessons given that it is assumed that they are different between regions (south, centre and north), so it will be possible to have a landscape of the country as a sample.

Table 1 - List of Desalination Water Supply Systems

No.	WSS designation	Province	District
1	Thavene	Gaza	Chokwe
2	Dzindzine		Guija
3	Mauninguingue		Chigubo
4	Gonda	Sofala	Chibabava
5	Memba	Nampula	Memba

5.3.3 Propose the development of a procedural model / technical guideline for desalination water supply systems adjusted to the Mozambican context

- Based on the results of the previous phase, the consultant should propose a model reflecting the processes to be considered for the design of Desalination Water Supply Systems that fit the country's reality. In addition, the following specific tasks must be considered:
 - Ensure a participatory and inclusive process, in obtaining and validating the assumptions of the model to be proposed;
 - Organise a seminar/ workshop with critical stakeholders to ensure greater buy-in and ownership of the results;
 - Finalise the report based on feedback received by the contracting authority and stakeholders involved in the workshop.
- It is expected that the consultant will produce a technical guideline that includes the general processes and parameters that the responsible entity can follow for the design of a desalination water supply system.

5.3.4 Elaboration of Terms of Reference for a complete training and mentoring program for the main stakeholders in Desalination Water Supply Systems

The contractor should proceed to prepare the Terms of Reference for a public service tender (consultancy) to select a team that will design a training and mentoring program for the main stakeholders of the Desalination Water Supply Systems.

It is expected that the contractor will draw on existing literature and the experience of this consultancy to draft the document identifying existing and necessary capacities for the implementation of Desalination Water Supply Systems, at all levels, namely the Task Force.

Without limiting himself to these specific tasks, the contractor should include the following as the objectives of the study:

- Identify the areas of the Desalination Water Supply Systems operationalisation cycle, the roles at all levels (e.g. Task Force, technicians at provincial and district level, WSS managers and operators) necessary vs existing in the PRONASAR implementation chain.
- Identify key capabilities for the effective implementation of Desalination WSS in different dimensions: policies, regulations and key sector documents, strategic planning and budgeting of new investments, analysis of existing data and sizing of new WSS services, public contracting/procurement analysis data management, contract management, data monitoring and reporting, among others;
- Develop a complete proposal for mentoring at all levels (e.g. Task Force, technicians at provincial and district level, WSS managers and operators), describing the proposed mechanism and model.

5.4 Expected results – deliverables

The table below presents the products that constitute the expected results of this consultancy. The preliminary versions of the reports must be delivered to the contracting authority in electronic copy and at least two printed copies in colour, according to the deadlines shown in the table below.

After receiving the contracting authority's comments, the contractor must submit a revised version, with the incorporated changes highlighted, in electronic copy through the same contact, before proceeding to formally send the final version in printed and electronic copies (Word and PDF format).

All reports must be correctly written in Portuguese.

All reports must be prepared on A4-sized paper, printed on both sides. Other elements, which justify it, should be prepared in a maximum size of A3. File origins must be clearly identifiable in the header or footer.

The time allocated to the study is **48 working days** distributed between the three (3) experts as indicated below:

N°	Description	Estimated working days
01	Inception Report, including key recommendations from the Prior Stakeholder Consultations	10 days
02	Diagnosis of the reference situation regarding the performance of the Desalination WSS, including the main technical, economic and social factors that characterize the sustainability of the Desalination WSS	20 days
03	Design of guidelines and technical processes for the design of Desalination WSS	15 days
04	Drafting of Terms of Reference for the elaboration of a complete training and mentoring program for the main stakeholders of Desalination WSS	3 days
	Total working days	48 days

5.5 Methodology and work plan

The work plan must be presented in a clear and objective manner, based on the conditions expressed in the description of the proposed methodology, organisational structure, organisation chart, service execution schedule and the management system to guarantee the quality control of the services, demonstrating their knowledge of work in the area covered by this ToR.

The work methodology must include the list of activities, and what each one of them consists of, as well as its scope and coverage in relation to the object of this consultancy. It should also state how each of the proposed tasks will be carried out, and should provide an overview of the contractor's general methodology in relation to the nature, size and complexity of the subject of this consultancy.

The contractor shall establish and equate the interrelation between the various activities to be developed.

With regard to the organisational structure for the execution of these services, the contractor will describe the system to be adopted for the performance of its services, as well as its training and how it should reconcile the use of personnel, always aiming to expedite the

solutions. It should also present the systematics with which it proposes to execute the services with technological and scientific processes, thus characterising the action, creativity and performance of the tenderer.

The organisational chart of the team to be allocated to carry out the services, with an indication/description of the attributions and responsibilities of each professional in the different areas.

Service execution schedule: it should include the various macro activities and the deadlines established for their performance.

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.

④ See table with corresponding denominations by country.

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

6.1.2 Legal person entity private/public legal body

To fill the form, please click here:

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

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

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.**

6.2 Financial identification

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹⁰ 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.

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

6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

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

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

.....

Place, date

6.4 Integrity statement for the tenderers

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

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

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

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

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

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

.....

Place, date

6.5 Power of attorney

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

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

6.6 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹² 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**¹² 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**¹² (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.

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

6.9 Key experts

The tenderer must complete the **table hereunder** and provide in his offer the **CV's of the key experts proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV should be no longer than 3 pages.

Name of expert	Proposed position	Years of relevant experience	Educational background	Specialist areas of knowledge
	Specialist in Water Supply Systems			
	Socioeconomic Specialist			
	Specialist in WSS Operation and Maintenance			

6.10 Financial offer & tender forms

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

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

Description	Unit	Quantity	Total in Euro excl. VAT*
Specialist in Water Supply Systems	Man-day		€
Socioeconomic Specialist	Man-day		€
Specialist in WSS Operation and Maintenance	Man-day		€
TOTAL		48	€
VAT percentage (if applicable)		%

* Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.15 “General payment modalities (Art. 66-72 and 160)”

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.11 Overview of documents to be submitted

1. Identification form;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderer;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - Copies of recent documents showing the legal status and place of registration of the Tenderer (certificate of incorporation or registration...);
 - The document certifying that the tenderer is in order with the payment of social contributions;
 - The document certifying that the tenderer is in order with the payment of taxes.
7. CV's of the key experts;
8. Technical offer (understanding of the ToR, methodology and work plan);
9. Financial offer & Tender forms.