



Tender documents Enabel in Mozambique  
2508MOZ-10009 of 20/09/2023

Public services contract for the “Assessment of Non-Governmental Organisation, Civil Society Organisations and/or Public Institutions Organisational Capacities and Performance in Administrative and Financial Management, Procurement, Control Environment”

Country: Mozambique

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# 1 General point

## 1.1 Deviations from the General Implementing Rules

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

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 Ms. Laurence Janssens, Resident Representative of Enabel in Mozambique.

## 1.3 Institutional framework of Enabel

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

The following developments are also a leitmotiv in Enabel operations: We mention as main examples:

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>4</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

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

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

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

- In the field of Human Rights: The United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>5</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

## 1.4 Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement<sup>6</sup>;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts<sup>7</sup>;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector<sup>8</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts<sup>9</sup>;
- Circulars of the Prime Minister with regards to public contracts<sup>6</sup>;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity>

## 1.5 Definitions

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

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

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

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

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

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

- 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**

Framework public contract for services.

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

This framework public services contract consists of “Assessment of Non-Governmental Organisation, Civil Society Organisations and/or Public Institutions Organisational Capacities and Performance in Administrative, Financial Management, Procurement and Environment Control”, 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 has a duration of maximum four (4) years (see point 4.12.1 “Partial Orders”).

### **2.5 Variants**

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

### **2.6 Quantities**

The public contract has no minimum quantities. The estimates given under points 6.11 “Financial offer & tender form” and 5 “Terms of Reference” are for information purposes only and regard the whole duration of the contract. The contractor must therefore be able to perform these quantities for the period that covers the duration of the public contract.

Exact quantities shall be determined in order forms. The contracting authority does not commit in any way as to quantities that will actually be ordered through this contract. The contractor cannot use the fact that the listed quantities were not attained as a basis for claiming compensation. See also point 4.12 “Performance modalities (Art. 146 et seq.)”. Enabel may order services under the framework contract up to a maximum amount of 140,000 Euro excluding VAT.

## 3 Procedure

### 3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1<sup>o</sup> a) 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](http://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, 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](mailto: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. Technical capacity: References of similar services;
8. Key experts;
9. Technical offer (including CVs and methodology);
10. Financial offer & Tender form.

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 09/10/2023 at 15:00**.

It is submitted in a properly sealed envelope bearing the following information:  
Tender 2508MOZ-1000x

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](mailto: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

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

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in point 6 "Forms", namely the following:

#### References

**Three (3) similar services performed in the last three (3) years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services (**see point 6.9**), supported by certificates of good completion.

### **Key experts**

The tenderer is required to provide a list of qualified staff with experience and expertise in the field of audit and financial management, based on their CVs.

The mixed teams of expertise consisting of national and/or international expertise can be proposed but the proposal needs to clearly indicate the input per position and expert proposed during the entire implementation period of the consultancy.

### **Team Leader**

The team leader should be an expert having experience in different components of PFM and project management in general. He/she should have the following qualifications and professional experience:

- A minimum of a Masters' degree in economics, accounting, finance, financial management, project management or another related area;
- At least ten (10) years of professional experience with project management and/or financial management with government and/or private entities;
- Demonstrated significant expertise in supporting PFM projects, programmes and organization;
- Proven expertise of having carried out at least two similar assignments in comparable developing country contexts;
- Excellent communication skills in English and Portuguese and proven ability to produce high quality documents (in English);
- Proven managerial skills.

### **Support team of 2 experts – auditors**

This position requires the following qualifications and experience:

- At least a relevant bachelor's degree in accounting, finance, business administration
- Master's degree in a relevant area OR possession of a qualification in good standing (CPA, ACCA, CIMA, etc...) is an advantage;
- A minimum of seven (7) years professional experience of working with government agencies or private companies in areas of Financial Management;
- A minimum of five (5) years of professional experience in a field related to audit of organizations;
- Proven experience of having carried out at least two similar assignments supported with certificates of good completion;
- Excellent communication skills in English and Portuguese.

Only tenders from tenderers who meet all the selection 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.
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### **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 (70%)**

The tenderer proposes a technical offer based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

No.	Sub-criteria for technical proposal	Max Scores
1	Detailed Methodology including the details on how all activities and sub-activities will be performed, and the overall strategy	30
2	Understanding of ToR, risk analysis and mitigation measures	20
3	The aesthetic and functional nature (work distribution among the key staff)	10
4	Relevance of work plan & timetable of activities/ sub- activity	10
	<b>Total</b>	<b>70</b>

*Tenders will qualify for financial evaluation if they attain at least **40 out of 70 points** in total for the technical proposal.*

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

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

Points tender A = amount of lowest tender \* 30

amount of tender A

### **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](mailto: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)**

For this procurement contract a performance bond is required.

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. The amount of the performance bond to be provided by the successful bidder will correspond to 5% of the maximum amount of services that Enabel may order under this Framework Contract (i.e. 7,000 Euro)

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 joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

By way of derogation from Article 26 the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of contract conclusion, 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. Fill out the following form as completely as possible: [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and return it to the e-mail address: [info.cdcdck@minfin.fed.be](mailto: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 joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

Proof is provided, as appropriate, by submission to the contracting authority of:

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary', as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

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

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 Partial Orders**

If, for all or part of the services to be provided, the contract documents provide for one or more partial orders, performance under the contract shall be dependent upon notification of each of these orders.

Upon notification of the Award to the successful contractor, the contractor must organise a planning meeting with the focal points of Enabel to elaborate the recruitment plan. The plan should clearly indicate the activities, key experts to be involved and timeframes, which will need to be submitted to the contracting authority. Only after approval of the request by the contracting authority and the notification of an order form, can the consultancy services commence.

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

The implementation period of each partial order will be agreed upon by the contractor and Enabel.

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

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

### **4.12.4 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.

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

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

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

**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: **“2508MOZ-10009”**;
- 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.

The payments will be made after conclusion and formal acceptance of each successful partial order by the contracting authority.

## **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 Context

The Belgian development agency, Enabel, mobilises its resources and its expertise to eliminate poverty in the world. Enabel contributes to the efforts of the international community and works towards a society that provides present and future generations with sufficient resources to build a sustainable and fair world.

Its staff members around the world embody the commitment of the Belgian State and other development partners to international solidarity, with a focus on 5 identified global challenges – climate change & environment, urbanisation, peace and security, human mobility and social & economic inequality. Today, Enabel operates in 15 countries in Africa and the Middle East and supports more than 200 development cooperation projects and programmes.

In Mozambique, through the cooperation portfolio 2023-2028, Enabel aims at supporting the country in achieving its low carbon, just and inclusive development pathway and energy transition by fostering a multi-stakeholder integrated approach based on local needs, national priorities, and global trends. Climate is the underpinning theme in the portfolio with a focus on 3 public services (water, waste, energy) as well as fostering the dialogue on energy transition and working on losses and damages.

Enabel Mozambique is also implementing projects for other donors:

- Public financial management in the health sector (Government of Flanders)
- Waste and circular economy at municipal level (Mitigation Action Facility)
- Sustainable Water Infrastructure (Brussels Capital Region)
- Readiness Programme (Green Climate Fund)

The portfolio and projects for other donors represent approximately **€45 million** and to implement some of its activities, Enabel will award grants to entities.

### 5.2 Objective and scope of organizational assessment

One of the main modalities of implementation at Enabel is through grant awarding. As per the Belgian legislation regulating grants, an organisational assessment (OA) must be done before awarding a grant. This assignment aims at providing support to Enabel in Mozambique to conduct organizational assessments by an independent experienced third-party entity.

The **general objective** of the organizational assessment (OA) is to provide Enabel with relevant information for the grant award decisions to a given institution, CSO or NGO. The organizational assessment will allow the identification of the specific risks for each component on the administrative, public financial and procurement management areas including staffing skills and of the risk-mitigating measures that might be applied.

### 5.3 Scope of work

The consultant conducting the Organizational Assessment must take the following into consideration:

- i. The organizational assessment (OA) focuses primarily on finance, procurement and administrative processes and provides a clear view on the performance of the assessed entities in these areas.
- ii. The consultant will conduct a performance assessment of the designated institution (CSO, NGO or public institution) in the field of administrative, financial management, human resources & procurement in accordance with the Checklist “Analysis Beneficiary Capacities” (provided by Enabel) and the general accepted finance managements procedures (including the use of systems). The broader context is also considered with a view to determining if in the field of finance and procurement, the strategy of the organization, the organizations’ processes, its systems and its staffing level and skills mix enable it to carry out its mission.
- iii. The assessment investigates the extent to which the financial, procurement and management of programme activities may rely on the entities’ organizational capacity. The existing organizational and institutional environment and capacities and the perceived risk level will lead to a large extent to determine the awarding decision.
- iv. The assessment should identify the key risks for of the selected entity in the areas covered by the organisational assessment and make recommendations to mitigate the risks in view of the grant management and the specific type of projects to be executed under each grant agreement.
- v. To have a complete view on the organizational capacities, the consultants should analyse tender files of similar projects if applicable:
  - a. Comparison of the maximum time allowed by the concerned regulations for completing different steps of the procurement process with the actual time spent on each of these phases => in order to assess the managerial capacity of the selected entity for procurement management, he will also assess academic skills of the staff working on procurement;
  - b. Verification whether technical staff with the required knowledge and skills have been involved in the evaluation of bids by the Internal Tender Committee => in order to assess whether the outcome of the evaluation reflects a feasible solution from the technical point of view;
  - c. What type of issues have occurred during execution of the contract, and how have these been solved? (Number of contract addenda, % increase of final contract value compared to initial value, legal issues, (non-)seizure of bid or performance guarantees, etc.) => in order to assess the risks related to increases of the budget required to finalise the project and cover additional unforeseen costs.
- vi. The OA also assesses the concerned entity’s processes and organizational capacity in managing projects (planning, executing, monitoring, reporting and evaluation of projects, including related accountability). The OA merely assembles relevant data and attempts to provide full and systematic information and necessary analysis as needed to inform decision in awarding grant with a particular organization.
- vii. The OA identifies in fiduciary areas:

- a. Both strengths and challenges; where pertinent, the OA also provides recommendations to the organisation on how to evolve to higher levels of organisational maturity;
  - b. Any other pertinent issues, opportunities and/or risks related to the different roles that could possibly be entrusted to the organization for the execution of the envisaged programme;
  - c. Provides points of attention for governance requirements and/or risk mitigation measures, if needed, to include in the detailed implementation modalities.
- viii. The OA also provides a number of recommendations that the assessed entity may consider in order to meet the challenges identified by the OA and/or to make best use of existing potential. Moreover, in case strengthening the organisations' capacity in financial management and public procurement would be deemed required, the consultant will determine priority improvement points and advise on specific public financial management topics to be addressed.

### **Control elements**

The organizational assessment aims at determining if the strategy of the organization, its processes, its systems and its people enable him to carry out her mission. Based on this analysis, the specific risks related to the use of the systems (in the broad sense) of the organization will be identified. With this intention, the extent to which the organization achieves its goals and can carry out its mission (strategic objectives) will be checked.

There are three types of “lower” level objectives that contribute to the realization of the strategic objectives:

- i. Operation: aims to ensure that the organization carries out its activities adequately.
- ii. Reporting: aims to ensure that the available information within the organization allows the various stakeholders to take the adequate decisions
- iii. Compliance: aims to ensure that the organization is in conformity with the internal and external regulation.

Within each type, certain aspects will be checked to determine up to what point the objective is reached. These elements will be detailed by objective of control (mainly finance and procurement). The global internal control environment is also analysed.

### **5.4 Expected results**

- The capacity of each organization to mobilize the adequately technically qualified staff is assessed and recommendations are made to ensure their capacity to attain the objectives of the grants;
- The performance of the operational planning systems and the follow up of activities is analyzed. Improvement measures are recommended;
- The performance of the financial management and procurement systems are analyzed and assessed. Needed improvement measures are recommended;
- Risks related to the use of the partner's systems (M&E, internal control, financial and procurement management) are identified, mapped and mitigation measures are proposed. This should ensure that Enabel can adjust the follow up activities to the mentioned risks;
- Clear accompanying measures are proposed to ensure the needed capacity building.

## 5.5 Methodology

The Approach, Methodology and Work Plan will have to be captured in detail in the “GLOBAL SCAN” methodology developed by Enabel including a standard questionnaire, in conformity of the grant management guide.

The OA will use a prescribed Enabel methodology, which is supported by the questionnaire that is based on international good practices and the Enabel’s grant management guide.

The OA will use a triple source of information:

- i. individual interviews, small group discussions and larger meetings with key actors and stakeholders of concerned selected organization;
- ii. site visits and/or demonstration of information systems used on administrative and financial management areas;
- iii. Analysis of available documentation.

The organisational assessment differs significantly from recurrent audits of financial statements, accounting, procurement packages, etc. The **OA does not lead to an audit opinion** but rather assesses the organisational maturity given the foreseen grants.

## 5.6 Missions: Location and proposed calendar

### 5.6.1 Locations

The assessments will take place within the selected organization premises in Mozambique.

### 5.6.2 Agenda

The organizational assessment of a selected organization will take from **7 to 15 working days** depending on type of mission/organization. Below are the tentatively estimation of time:

Type of activity	Short duration	Average duration	Long duration
<b>(Tentative) no. of days</b>			
Work preparation including inception report	1	2	3
Work in the organisation premises	3	5	7
Write and submit draft reports	2	2	4
Elaborate final report	1	1	1
<b>Total</b>	<b>7</b>	<b>10</b>	<b>15</b>

## 5.7 Deliverables

- Inception report describing the OA organisation and timing (before the field mission);
- Organisation assessment reports (performance and risks) - standard layout and filled questionnaire included;
- Summary Risk matrix using the Method for “visualization” of the findings of the assessment; with proposed mitigation measures if necessary;
- Final report;

All reports and communication are **in English**.

## 6 Forms

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

#### 6.1.1 Natural person

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

<b>I. PERSONAL DATA</b>	
FAMILY NAME(S) <sup>①</sup>	
FIRST NAME(S) <sup>①</sup>	
DATE OF BIRTH	
DD MM YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD      PASSPORT      DRIVING LICENCE <sup>②</sup> OTHER <sup>③</sup>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER <sup>④</sup>	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX      CITY
REGION <sup>⑤</sup>	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
<b>II. BUSINESS DATA</b>	
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?	<b>BUSINESS NAME (if applicable)</b> <b>VAT NUMBER</b> <b>REGISTRATION NUMBER</b> <b>PLACE OF REGISTRATION:</b> 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>

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

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

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

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



### 6.1.3 Public law body<sup>①</sup>

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

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

- <sup>①</sup> **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.).
- <sup>②</sup> **National denomination and its translation in EN or FR if existing.**
- <sup>③</sup> **Registration number in the national register of the entity.**

## 6.2 Financial identification

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

<sup>10</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

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

### 6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](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 documents<sup>12</sup> showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

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

The tenderer shall include in his tender a **recent certification**<sup>12</sup> from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

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

The tenderer shall include in his tender a **recent certification**<sup>12</sup> (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

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

## 6.9 References of similar services

The tenderer must provide in his offer **three (3) references of similar services performed in the last three (3) years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those works.

Description of the main similar services	Amount involved	Completion date in the last 3 years	Name of the public or private bodies

**For each of the projects listed**, the tenderer must provide in his offer the **certificates of completion** (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

**6.10 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



## 6.11 Financial offer & tender form

**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 EURO and exclusive of VAT (written in figures):

Expert Fees	Unit	Unit price in Euro excl. VAT
<b>Team Leader</b>		
Expert fees	Man-day	Euro
<b>Other Team Members (2)</b>		
Expert fees (1)	Man-day	Euro
Expert fees (2)	Man-day	Euro
<b>VAT percentage (if applicable)</b>		....%

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

Name and first name: .....

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

Place and date: .....

Signature: .....

## 6.12 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. Technical capacity: References of similar services;
8. Key experts;
9. Technical offer (including CVs and methodology);
10. Financial offer & Tender form.