



Tender: MOZ22005-10062

Service contract for Development of a pilot project for systematic data collection for monitoring and evaluation of Local Adaptation Plans (PLA) actions and their effects on beneficiary populations in 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.

1.2 Contracting authority

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

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

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

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

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

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones.
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁵ on

¹ Belgian Official Gazette of 26 March 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008

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

Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

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

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

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity>

1.5 Definitions

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

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;

6 Belgian Official Gazette of 14 July 2016.

7 Belgian Official Gazette of 21 June 2013.

8 Belgian Official Gazette of 09 May 2017.

9 Belgian Official Gazette of 14 February 2013.

- 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 o "

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

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

When the services are completed before or after this date, it will be the responsibility of the service provider to notify the contract manager by registered letter and, at the same time, request that the acceptance procedure be carried out. Within thirty calendar days of the date of receipt of the service provider's request, a report of acceptance or refusal of acceptance, as the case may be, must be drawn up.

Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

Public contract of services.

2.2 Object and scope of the contract.

The tender consists in developing a pilot project for systematic data collection for monitoring and evaluation of Local Adaptation Plans (PLA) actions and their effects on beneficiary populations in Mozambique.

The quantities of "man/days" set below are given as an indication, and the tenderer is required to provide an adequate workplan to carry out all the services and deliverables (and as specified in its tender) for a lump sum price – see “Terms of references” - section 5.

Steps	Consultants People/day	Data collectors¹⁰ People days	Central-level employees Number of per diems	District Level Employee Number of per diems
Preparatory work	30		Involvement at no cost	Involvement at no cost
Fieldwork	45	180 working days	84 full perdiems	84 partial perdiems
Validation of the approach	10			
Preparing for Phase 2 with a budget	30			

2.3 Duration

These consultant services must last maximum of **240 days** of calendar after awarding. A detailed work plan must be submitted by the service provider based on the information provided in the present Tender document.

2.4 Fixed part and conditional part

Deliverables 1-3 are fixed. The services related to the deliverables 4-8 are conditional and need the approval of the contracting authority. The tenderer must provide prices for the 8 deliverables, but Enabel reserves the right to order conditional deliverables or not. The tenderer cannot pretend for indemnities if Enabel decides to not order these conditional deliverables.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Article 42, §1, al. 1, 1°, a) of the Law of 17 June 2016 on public procurement via a Negotiated Procedure without Prior Publication.

3.2 Publication

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

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

3.3 Information

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

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

They will be answered in the order received.

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

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

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

3.4 Tender

3.4.1 Data to be included in the tender

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

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;
5. Form 6.5: Power of Attorney;
6. Updated certification of registration

7. The document certifying that the tenderer is in order with the payment of social contributions;
8. The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: Selection criteria - Experience of the company and the team of experts.
10. Form 6.10: Financial offer & Tender form.
11. Technical offer according to the ToR;

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

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

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be disseminated by the contracting authority.

3.4.2 Price determination

All prices given in the tender form must obligatorily be quoted in euro.

This contract is a result based (lump sums against deliverables).

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

3.4.3 Elements included in the price

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

The service provider should consider especially the following costs:

- Payment of data collectors
- Cost of a seminar in Maputo for 50 people
- Rates
- Local travel (and land-related logistics), insurance, visas, communication expenses
- Subsistence allowance and accommodation expenses (including perdiems for civil servants in line with current Mozambican legislation¹¹)
- Administrative and secretarial costs
- the cost of the documentation related to the services and possibly required by the contracting authority

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

- The production and delivery of documents or tools related to the execution of the services
- Reception costs
- All expenses, personnel costs and material costs necessary for the performance of this contract
- Remuneration in the form of royalties
- Purchase or rental from third parties of services necessary for the performance of the contract.
- Communication expenses (including internet), all costs and expenses of personnel or material necessary for the performance of this contract, remuneration such as copyrights, purchase or rental from third parties of services needed for the performance of the contract.

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

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of **90 calendar days** from the deadline for the submission of tenders.

3.5 Submission of tenders

Without prejudice to any variants, each tenderer may only submit one tender per contract.

The offer may be submitted in **English or Portuguese**. It is NOT necessary to submit an offer in both languages.

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

The tenderer submits his tender as follows:

- 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 30/07/2024 at 12:00**.

It is submitted in a properly sealed envelope bearing the following information: Tender **MOZ22005-10062**

It may be submitted:

- a) By courier

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

Enabel in Mozambique
Av. Kenneth Kaunda, 264

Maputo, Mozambique

b) Delivered by hand with acknowledgement of receipt.

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

NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED

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

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

3.6 Amending or withdrawing tenders

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

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

Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

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

3.8 Evaluation of tenders

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

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists either of rejecting the offer or of terminating the contract.

3.8.1 Exclusion grounds and selection criteria

Exclusion grounds

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 "Declaration on honour".

The tenderer will provide the required supporting document(s) regarding the exclusion criteria mentioned under point 6 "Forms" to the contracting authority at the latest upon contract awarding, namely the following:

1. Signed and dated **declaration of honour** form;

2. Copies of the most recent documents showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the **payment of social contributions**;
4. The document certifying that the tenderer is in order with the **payment of taxes**.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of Law of 17 June 2016.

Selection criteria

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

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

Tenderer references

The economical operator must join to his bid **at least 2 similar assignments** proven by the related certificates of satisfactory completion (or indicating contacts of clients).

- **Proficiency with Specific Tools:** The company must demonstrate hands-on experience with KoboToolbox or similar open-source online data collection platforms. The experience should include creating forms, setting up complex logical workflows, and managing real-time data. [A minimum of two projects references]
- **Data Management Skills:** Ability to integrate data collection tools with other software (such as GIS for spatial analysis or SPSS/Excel for data analysis), ensuring data integrity and setting up secure data storage solutions. [A minimum of two projects references with geo-localised mapping and/or visualisation]
- **Data Collection Training:** Experienced in providing training to field staff on how to use these tools effectively in various field conditions. [A minimum of two projects references]

Proposed Team - minimum criteria

Team Leader - Expert in Monitoring and Evaluation

- Master's degree in monitoring and evaluation, statistics, international development or other areas directly relevant to the tender. If you do not have a master's degree, you need an additional two years of relevant monitoring and evaluation experience.

- A minimum of three years in the design and implementation of monitoring frameworks for development programs. This includes setting realistic and measurable indicators, baselines and targets, and experience in qualitative and quantitative impact assessment methods.
- Proficiency with tools such as ODK, KoboToolbox, and CommCare (at least two user experiences)
- Leadership of M&E teams and management of multiple projects. (at least one experience)
- Training of teams on M&E practices and digital tools (at least two experiences)

Data Analyst and Visualization Specialist for Monitoring Data

- Master's degree in Data Science, Statistics, Computer Science or other areas directly relevant to the bidding. If you don't have a master's degree, you need an additional two years of relevant data analytics experience.
- Minimum of 3 years in Data Analysis and Visualization (at least three relevant experiences)
- Expertise in tools such as Tableau, Power BI, D3.js and other relevant visualisation platforms.
- Understanding of data collected using tools such as ODK, KoboToolbox, and CommCare (at least one experience)

Climate Change Adaptation Expert

- **Master's degree** in Climate Change, Environmental Sciences, Sustainable Development or other areas directly relevant to the tender. If you don't have a master's degree, you need an additional two years of relevant experience in climate adaptation and resilience.
- **Minimum of three years in** climate adaptation and resilience projects.
- Experience in rural areas, preferably in Mozambique or Sub-Saharan Africa. (minimum of one experience)

At least one of the experts needs to prove experience with a particular attention to gender and vulnerable populations, and at least one of the experts on the team must be fluent in Portuguese (spoken and written).

Observation:

- Individual experts proposals may be considered instead of a company's proposal, but this experience and how the team will be efficiently managed has to be demonstrated explicitly in the technical offer.
- An expert or a group of experts should cover the requirements of these profiles.
- The expert(s) shall be independent and free from conflicts of interest in the responsibilities assigned to him/her. The role of the expert(s) should be identified in the technical offer and their CV(s) should be provided.

Note that: additional points will be awarded for additional relevant experience and demonstration of expertise in all areas pertinent to this consultancy. See award criteria's section (point 3.8.3).

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 Award criteria

In accordance with Article 76 of the Royal Decree of April 18, 2017, on the award of public contracts in the traditional sectors, the contracting authority verifies the regularity of bids. Only regular bids will be taken into consideration and evaluated against the award criteria.

The tender will be awarded to bidders who have not been excluded and who meet the qualitative selection criteria. Tenders will be ranked according to the following criteria:

Award criteria (100 Points)

Documents required

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

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

Evaluation and award criteria

Criteria	Score
<p>Methodology – the proponent must describe in a note of no more than five pages the methodology to implement all the services defined in the ToR – section 4</p> <p>Key evaluation points (non-exhaustive):</p> <ul style="list-style-type: none"> – Task comprehension – Knowledge of context and stakeholders – Methodological clarity – Clarity of mainstreaming of the gender equality and inclusion approach – Confidence in the methodology to achieve results within the requested timeframe – Adaptation to the local context – Effectiveness and efficiency of the methodology 	20
<p>Work plan - the proponent must describe in a note of no more than two pages the work plan with an indication of the workload and tasks assigned to each member of the proposed team to implement all the services defined in the ToR – section 4</p> <p>Key evaluation points:</p> <ul style="list-style-type: none"> – Alignment and realism of the work plan in relation to the proposed methodology and CV/Experience of the proposed team. – Demonstrate ability to achieve qualitative results within the requested timeframe. 	10
<p>CV & Experience – To be considered in this tender process, the applicant must propose CVs and experiences that meet at least the minimum requirement set out in the selection criteria - section 7 of the proposed team.</p> <p>During the evaluation, the following elements will be assessed and will benefit from additional points.</p> <p>For the consultants proposed:</p> <ul style="list-style-type: none"> – Relevant additional years of experience in monitoring and evaluation in climate change projects (10pts) 	40

<ul style="list-style-type: none"> – <i>Relevant additional expertise with the application of Kobotool box or relevant opensource software (5pts)</i> – <i>Additional experience of districts and rural areas in Mozambique (5pts)</i> – <i>Experience with local adaptation plans and climate vulnerability assessment (5 pts)</i> – <i>Knowledge of key institutional partners (5pts)</i> – <i>Fluency in Portuguese for the team lead 5pts and for the climate adaptation expert 5 pts</i> <p><i>Point of attention: clarity in the presentation of previous experience and experiences in relation to the needs of this consultancy, the methodology and the work plan.</i></p>	
Price – application of a rule of three	30
TOTAL	100

3.8.4 Negotiations

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

3.8.5 Awarding the public contract

Each lot of the contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender based on the criteria mentioned above. We need to point out though, that in conformity with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority can renounce to award either redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

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

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

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

4 Specific contractual provisions

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

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

4.1 Definitions (Art. 2)

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

4.2 Correspondence with the service provider (Art. 10)

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

4.3 Managing official (Art. 11)

The managing official will be appointed in the award letter.

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

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

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under point 1.2 "Contracting authority".

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

4.4 Subcontractors (Art. 12-15)

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

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

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

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

4.5 Confidentiality (Art. 18)

The contractor and his employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this contract. This information cannot under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, give this contract as a reference, if it indicates its status correctly (e.g. 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

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

Therefore, he undertakes to:

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

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

4.6 Protection of personal data

4.6.1 Processing of personal data by the contracting authority

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

4.6.2 Processing of Personal Data by a Subcontractor

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

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

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

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

4.7 Intellectual property (Art. 19-23)

The contracting authority do not acquire the intellectual property rights created, developed or used during performance of the contract.

4.8 Performance bond (Art. 25-33)

Not applicable for this tender.

4.9 Conformity of performance (Art. 34)

The works, supplies and services must comply in all respects with the contract documents. Even in the absence of technical specifications in contract documents, the works, supplies and services must comply in all respects with good practice.

4.10 Changes to the procurement contract (Art. 37 to 38/19)

4.10.1 The value of the change is minimal (38/4)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered.

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

4.10.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

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

4.10.4 Unforeseen circumstances (Art. 38/9)

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.11 Preliminary technical acceptance (Art. 41-42)

The contracting authority reserves the right to demand an activity report at any time of the activity to the service provider (meetings held, summary of results, problems encountered, and problems solved, deviation from the planning and deviations from the ToR).

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Implementation period (Art. 147)

The period of implementation for these services are 240 days starting the day after the awarding of the tender (awarding letter).

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

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

4.12.3 Evaluation of the services performed

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

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

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

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

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

4.13 Zero tolerance sexual exploitation and abuse

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

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

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

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

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

This term is without prejudice to the possible application of other measures as of right provided in the General Implementing Rules, namely the unilateral termination of the contract and /or the exclusion of contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

The contractor is in failure of performance of the contract:

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

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

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

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

4.14.2 Fines for delay (Art. 46-154)

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

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

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

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered

unjustified by the contracting authority, the latter may apply the measures as of right described in paragraph 2.

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

§ 2 The measures as of right are:

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

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

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

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

4.15 Invoicing and payment of services (Art. 66-72 and 160)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point o “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice. The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

Enabel Representation

Av. Kenneth Kaunda, 264

Maputo, Mozambique

The invoice will mention:

- **“Enabel, the Belgian development Agency, in Mozambique**
- the name of the contract: Service contract to carry out geophysical survey and pumping tests for water projects in Gaza and Northern Maputo Provinces
- the reference of the tender documents: **“MOZ22005-10062”**
- the name of the managing official: Lidia Uamusse

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

Schedule of payments

Tangible results	Amount payable	Conditionality	Estimated deadlines for receipt of deliverables
Deliverable 1 Detailed Pilot Strategy Report with Attachments	20 % of the contract value (not including equipment).	Report and annexes approved	September 30, 2024
Deliverable 2 Report detailing completed fieldwork	30% of the contract value (not including equipment).	Adopted report	30 November-15 December 2024
Deliverable 3 Report detailing the lessons learned, the proposal (or not) for scaling up the pilot project, and the organisation and facilitation of the seminar, including a PowerPoint	20% of the contract value (not including equipment).	Report approved and workshop organised	December 20, 2024
Deliverable 4 Operating Procedures Manual Deliverable 5 Consolidation of the M&A framework Deliverable 6 Data Aggregation Tool Enhancement Deliverable 7 Final recommendations for pilot project expansion to 30 districts and policy improvement Deliverable 8 Study Report	30% of the contract value (not including equipment).	Approved Deliverables	February 2025

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

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

Acceptance of the services performed

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

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

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

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

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 Subject of the invitation to tender

Public services contract for Development of a pilot project for systematic data collection for monitoring and evaluation of Local Adaptation Plans (PLA) actions and their effects on beneficiary populations in Mozambique

5.2 Background

According to the Global Climate Risk Index 2021¹², Mozambique is considered an extremely vulnerable country to the adverse impacts of climate change, facing an increase in floods, droughts and cyclones. This exposure and vulnerability led the Government to formulate and promote the implementation of the National Strategy for Adaptation and Mitigation of Climate Change (2012) – ENAMMC.

As part of implementing the National Strategy for Adaptation and Mitigation of Climate Change in Mozambique (2012) – ENAMMC, the Government has promoted the formulation and implementation of Local Adaptation Plans (LAPs) at the level of the country's districts and municipalities. Thus, LAPs emerge as a tool to integrate climate resilience into the sectoral and local planning process as part of the first phase of implementation of ENAMMC. To date, 137 LAPs have been approved and are being implemented. LAPs, like any public policy, require periodic monitoring and evaluation to verify that the actions implemented contribute to achieving their objectives. In addition, this process would allow for the production of data to inform public policies, raise public awareness based on evidence, and contribute to the transparency commitments made under the United Nations Framework Convention on Climate Change (UNFCCC) and the Paris Agreement, including the Sustainable Development Goals (SDGs).

PLAs contain monitoring and evaluation (M&E) plans. However, their implementation is limited. Several factors contribute to the limited implementation of M&A plans, including limited human and financial resources to carry out M&E, a lack of practical tools (forms and databases for data collection and storage), and limited sensitivity to the importance of M&A to assess the effectiveness of LAPs and to inform public policies to adjust them.

The Ministry of Land and Environment (MTA), through the Directorate of Climate Change (DMC), carries out field visits to monitor some PLAs whose implementation is being financed by specific projects (such as MERCIM and LoCAL). This monitoring process has been costly and only allows for collecting information from some districts and areas covered by the projects above. In this sense, DMC intends to explore an alternative approach to more comprehensive M&A data collection.

As a long-standing partner of the Mozambican Government, Enabel has recently started supporting the MTA through DMC to enhance evidence-based policy development within its 2024-2029 climate-related portfolio. In this context, Enabel will fund this study to support DMC in developing a pilot initiative that could be useful in creating an M&E tool linked to LAPs and adaptation measures in general.

5.3 Objectives

General objective

Improve and inform public policies that promote climate adaptation and resilience in Mozambique and disseminate results to improve stakeholder understanding and engagement.

Specific objective

Establish a low-cost LAP Monitoring and Evaluation system¹³ to improve the effectiveness of local adaptation measures and understand the effectiveness and impact of PLAs and adaptation measures on the adaptive capacity of communities.

¹² <https://www.germanwatch.org/en/19777>

¹³ The system could also cover other adaptation measures if this is considered feasible

5.4 Methodological approach

General Approach

To monitor LAPs in districts and municipalities, a pilot M&E approach based on an electronic form will be developed using an open-source data collection tool such as Kobotoolbox or another open-source option. If the proponent prefers another option than Kobotoolbox, the choice will have to be justified in the methodology. This tool will be based on indicators identified and selected through articulation with the National Directorate of Climate Change (DMC). The consultant will improve the indicators and should include the dimensions of gender, inclusion, and social protection.

Phases

The data collection process will have two phases. The first phase will consist of developing a monitoring and evaluation approach, purchasing equipment¹⁴, creating an online tool, recruiting and training data collectors, organising logistics, and testing the tool in three districts with PLAs, with funding from MERCIM and LoCAL or the state budget. Two Directorate of Climate Change officials will follow the pilot as supervisors accompanying the service provider. In the districts, one supervisor of the District Infrastructure Services (SDPI) and a supervisor of the District Agriculture Services (SDAE) will accompany the process. The districts and communities chosen are located in Maputo and Gaza provinces to reduce logistics costs for this pilot. The selected districts are Boane, Matutuine and Chokwe. Communities will be determined during the consultancy after analysis. If the service provider presents funded arguments, other districts might be chosen.

The second phase (in 2025, if the pilot is successful) will involve all districts and municipalities that have implemented PLAs with their own and partner resources. The interest in this approach lies in using a free and easy-to-use online tool, which allows data collection, minimising the costs inherent to the travel of technicians. This approach will help reduce the cost of monitoring and evaluating PLAs in the long run.

This consultancy only covers the first phase. The steps of this phase and the content of the deliverables are detailed under section "4 Expected Outcomes".

Essential Tool Requirements

It is expected that after the pilot project, data can be collected annually by districts and centralised in the DMC and downloaded (in Excel or open source applications that are deemed convenient) for data processing and feed the DMC database with primary data on the implementation of the LAPs and their effect on the adaptive capacity of communities and the reduction of vulnerability. The analysis of the dataset can inform the evaluation and updating of LAPs, generate information to inform public policies and inform the preparation of adaptation reports to be included in the Strengthened Transparency Framework (ETF) reports. Designing a low-cost approach, including forms for data collection using an online tool, will allow the DMC to cover more districts implementing LAPs. The form should be easy to fill out so that data collectors don't need a lot of training.

This pilot initiative aims to solve some problems identified by proposing a monitoring system based on a low-cost data collection approach for adaptation actions and their effects.

5.5 Expected Results

With the successful implementation of this project, Mozambique will have a robust and systematic tool to collect and analyse relevant data on the implementation of Local Adaptation Plans, facilitating improved decision-making and policy development for climate adaptation.

Consultant's Specific Responsibilities and Deliverables:

1. Preparatory work

¹⁴ Enabel will purchase 30 smartphones for the fieldwork. These smartphones will be available for use by the service provider, data collectors and other members participating in the field work (government officials) for monitoring and evaluation purposes in the various districts. During the duration of the program, the smartphones will remain in Enabel's property until the delivery to the government is formalised.

Deliverable 1 Detailed report of the pilot strategy with annexes, including:

- A detailed list of indicators:
 - Propose and improve indicators to assess the extent to which LAP actions are integrated into district and municipal planning and budgeting processes.
 - Propose indicators to assess LAPs' results and impact in increasing adaptive capacity and decreasing community vulnerability, taking into account current government policies and best practices.
 - Ensure the mainstreaming of gender, inclusion and social protection aspects in the indicators.

These indicators will be discussed and finalised in consultation with the DMC.

- A data collection tool: Create an electronic form using the KOBOTOOLBOX platform or an equivalent tool (in this case, the proponent must justify the choice in its methodology). Ensure that the form is user-friendly and tailored to the specific data needs of LAPs and include further elements on other adaptation measures if considered feasible and relevant.
- A data collection strategy and training plan: Propose one or more options for data collector profiles (district officials, students, communities, etc.). In principle, the idea is to have light government oversight, as decentralised as possible and work with local data collectors. Subsequently, create a recruitment and training plan for data collectors, which includes instructional sessions and assessment methods to ensure proficiency and accuracy in data collection.
- Plan the necessary logistics.

2. Fieldwork

Deliverable 2 Detailed report of the completed fieldwork, which will include:

- Recruitment and training of data collectors: Ensure the recruitment and training of data collectors. These data collectors should preferably be available locally and sufficiently trained to apply the questionnaires and fill in the forms.
- Pilot test: Test the approach in two locations in Maputo and fine-tune the tool
- Pilot the e-form in three districts (four locations in each district) funded by MERCIM and LoCAL in Gaza and Maputo provinces (to decrease the pilot's logistics cost) to evaluate the tool's functionality and effectiveness in real-world settings. If deemed necessary, the consultant may also propose the choice of control districts without funding from partners such as MERCIM and LoCAL.
- Data Compilation Tool Testing: Develop and test a tool for compiling data at the DMC level, ensuring that it can integrate and synthesise information efficiently and accurately.

Because of the national elections, fieldwork should be planned from the second half of October 2024. We expect the fieldwork to be conducted between mid-October and the end of November 2024.

3. Validation of the approach

Deliverable 3 Report detailing the lessons learned, the proposal (or not) for scaling up the pilot project and the organisation of the seminar

- Report of lessons learned and recommendations (in PPT format): Prepare a presentation that evaluates lessons learned from the approach taken regarding the implementation of LAPs in the districts covered, analysing the impact of LAPs on communities, and providing actionable recommendations for expansion.
- Validation workshop in Maputo: organise a validation workshop with the different stakeholders to decide whether to extend the approach to include a sustainability strategy of the approach (who would fund it and how in the long term) or not.

The main criteria to be discussed in the validation workshop to continue or not with Phase 2 will be the following:

- Low cost of approach

- Efficiency and effectiveness of the approach
- Added value for the development of public policies
- Sustainability in the medium to long-term
- Write the report of this deliverable of lessons learned and recommendations reviewed in light of the information gathered in the workshop.

4. Preparation of Phase 2 and final report

Depending on the recommendations of the validation seminar, prepare the following documents:

Deliverable 4 Operating Procedures Manual:

Compile a manual of operating procedures (considering the aspects of the expansion of the approach discussed in the seminar) for the use of M&E tools and data collection.

Deliverable 5 Consolidation of the M&E framework:

Strengthen and formalise the M&E framework based on the knowledge gained from the initial implementation.

Deliverable 6 Data Aggregation Tool Enhancement:

Improve the functionality and scalability of the data aggregation tool to accommodate broader data inputs and facilitate more comprehensive analysis and associated training needs for its use. This tool should ensure the privacy and security of the data collected.

Deliverable 7: Final recommendations for expanding the pilot project to all districts and improving policies

Fine-tune the pilot approach modalities for additional districts, considering the discussions during the validation seminar. Furthermore, propose strategies to DMC to use the data collected to enhance adaptation policies and disseminate the results to stakeholders to promote broader understanding and engagement.

Deliverable 8 Study Report

Compile all results in a final document with annexes including the learnings, methodologies and techniques tested through the implementation of the project.

The different reports must be sent in Word and PDF format.

The study must be delivered in physical and digital format (in Word and PDF format) in Portuguese (or in English with Portuguese translation), according to the schedule of activities presented above.

5.6 Estimated number of persons/day

Steps	Consultants People/day	Data collectors¹⁵ People days	Central-level employees Number of per diems	District Level Employee Number of per diems
Preparatory work	30		Involvement at no cost	Involvement at no cost
Fieldwork	45	180 working days	84 full perdiems	84 partial perdiems
Validation of the approach	10			

¹⁵ We estimate 6 data collectors per district and ten working days of collection in each district. This is merely indicative.

Preparing for Phase 2 with a budget	30			
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The quantities of "persons/days" indicated above are indicative (and may be more or less) and the tenderer must submit an adequate work plan to perform all services and services (and as specified in their tender) lump sum per deliverable

5.7 Duration of the Consultancy

- a) This consultancy will have a maximum execution period of 240 days (August 2024 to March 2025) from the date the contract was awarded.
- (b) The date of the award notice is the official start of the contract, while the kick-off meeting is considered to be the official start of activities. The kick-off meeting shall be held as soon as possible after notification of the Letter of Assignment and no later than three calendar days after notification of the Letter of Award.
- c) The service provider should carry out the main activities, including the seminar, between August and December. All results should be submitted by February 2025.
- (d) The service provider's work plan shall be realistic, considering the total duration of the consultancy, the nature of the services requested and the indicative deadlines set out under section 8. The consultant may propose different deadlines according to his or her experience. The work plan may also be adjusted during the kick-off meeting, respecting the contractual conditions.
- e) The consultancy must comply with the results that include the activities under section 5.5 by presenting as a result the specified products within the deadlines indicated below:

5.8 Working modalities

- The service provider will have a contract based on deliverables.
- The service provider will work closely with Enabel and DMC, who will oversee the task.
- The work will be carried out using the service provider's equipment and premises.

6.1.2 Legal person entity private/public legal body

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

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

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

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

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

6.1.3 Public law body^①

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

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

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

6.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹⁶	
IBAN/ACCOUNT NUMBER ¹⁷	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹⁶ 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.

¹⁷ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

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

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Also, failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

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

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

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

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

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

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

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

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/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 documents¹⁸ 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**¹⁸ 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**¹⁸ (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.

¹⁸ In case of a joint venture, the certificate must be submitted for all members of the tendering party.

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

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

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

6.10 Financial offer & tender form

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

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

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

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

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: