



Tender: MOZ22006-10045

**Development of the Institutional Strategy and Plan for
Gender, Youth and Social Inclusion**

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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 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

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>.

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;
- 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;

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.

- 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 4.18 "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

Development of the Institutional Strategy and Plan for Gender, Youth and Social Inclusion.

2.3 Quantities

The quantities of "man/days" set in the Term of References (see point 5.5) 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.

2.4 Duration

The assignment is expected to be completed from July 2025 to end June de 2026 after reception of award notification from Enabel.

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 Mr. Celio Jone – Public Procurement Officer 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. Celio Jone (celio.jone@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. 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: List of the main similar services and certificates associated.
10. Form 6.10: Financial offer & Tender form.
11. Form 6.11: Technical offer;

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.

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 price-schedule contract, i.e. a contract in which only the unit prices for different phases are lump-sum prices.

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 of any kind generally burdening the services, except for value-added tax. The service provider should consider especially the following costs:

- Fees;
- Insurances, visas, communication expenses;
- Per diems and accommodation costs;
- Administrative and secretarial costs;
- The cost of documentation related to the services and possibly required by the contracting authority;
- The production and delivery of documents or pieces related to the execution of the services;
- Reception costs;
- All expenses, personnel costs, and material costs necessary for the execution of this contract;
- Remuneration as copyright fees;
- Purchase or rental from third parties of services necessary for the execution of the contract;
- But also communication expenses (including internet), all costs and expenses of personnel or material necessary for the execution of this contract, remuneration as copyright fees, purchase or rental from third parties of services necessary for the execution of the contract.

Notes:

- **International Travel:** Not to be included in the price and will be reimbursed. The flight choice must be the most advantageous and approved by Enabel beforehand.

- **Local Travel:** Not to be included in the price. Enabel will directly book local flights to the provinces for consultants and provide one car with driver for fieldwork (any additional local transportation needs should be included in the price).
- **Workshop:** Enabel will directly cover all workshop-related expenses.
- **Any other travel or logistic expenses should be included in the price.**

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 26/06/2025 at 12:00 noon**.
- It is submitted in a properly sealed envelope bearing the following information:
Tender MOZ22006-10045 - Development of the Institutional Strategy and Plan for Gender, Youth and Social Inclusion

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 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 17 June 2016.

Selection criteria - Technical capacity

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:

a. References

The tenderer must submit at least three (3) competition certificates for successful implementation of similar projects, in terms of scope and theme (e.g. development of institutional strategies for gender, youth and inclusion of people with disabilities).

The following information must be provided for each project submitted as a reference:

- Title and main theme.
- Contracting entity and contact details.
- Period of execution and country.
- Contract value.
- Formal proof of proper execution (reference letter)

b. Minimum composition of the proposed team.

Senior Specialist – Institutional Gender and Social Inclusion

Formação Académica: Master's degree in Gender Studies, Social Sciences, Business Management, Development Studies or relevant field (copies of diplomas must be attached).

- **Professional Experience:** Minimum of 7 years' experience in the design and implementation of institutional gender equality and social inclusion strategies.
- **Mandatory Minimum:** Documented participation in at least three (3) similar projects evidenced by respective letters of reference or recommendation.

Second Senior Specialist - Inclusion of People with Disabilities and Youth

Formação Académica: Master's degree in Social Inclusion, Disability Studies, Community Development, Gender Studies, Social Sciences, Business Management, Development Studies or relevant field (copies of diplomas must be attached).

- **Professional Experience: Minimum of 5 years' experience in implementing inclusive approaches, with a focus on young people and people with disabilities.**
- **Language:** Fluency in Portuguese and English is mandatory.

Note on Team Composition

- The proposed team must include at least two (2) senior specialists, as described above. One individual may take on multiple roles as long as they fully meet the minimum criteria for each.
- At least one team member must be fluent in Portuguese.
- At least one team member must have previous participation in projects funded by the GCF or other international organizations.
- Additional specialists may be proposed beyond the minimum composition and will be evaluated if they provide added value to be considered at the evaluation stage.

All CVs must be signed, include academic certificates, references and a statement of the candidate's availability for the proposed period.

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:

Evaluation Criteria (100 Points)

| Critério | Descrição | Pontuação Máxima | Comprovativos Obrigatórios |
|--|---|-------------------------|---|
| 3. Methodology and Work Plan | Participatory and realistic methodology, with a feasible schedule and well-distributed tasks. | 30 points | Technical proposal, work plan and timetable. |
| | Use of digital tools and innovative approaches will be valued. | | |
| 4. Sustainability and Institutional Integration | Clear strategy for institutional ownership, continuity plan and reinforcement of internal capacities, without generating additional costs. | 20 points | Sustainability plan and examples of previous application. |
| 5. Product Quality and Innovation | Ability to produce documents in Portuguese and English, with good visual quality, intuitive and user-friendly. | 20 points | Examples of deliverables (manuals, SOPs, digital content). |
| Technical Assessment Sub-total | | 70 | |
| 6.Preço da Proposta | Application of the rule of three to calculate the score. The tender with the lowest price gets the maximum score. | 30 points | Detailed financial proposal. |
| Overall Evaluation Total | | 100 points | - |

3.9 Negotiations

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

3.10 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 one or the two LOTS, either redo the procedure, if necessary, through another awarding procedure.

3.11 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 5 months 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 4.16 “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 Desenvolvimento da Estratégia e Plano Institucional de Género, Jovens e Pessoas com Deficiência
- The reference of the tender documents: “MOZ22006-10045 ”
- the name of the managing official: Vicente Matsinhe

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. 20% of the tender amount advance may be asked by the contractor after awarding. Proportional partial payment will be made after acceptance of each phase.

Schedule of payments

| Instalments | Percentage | Condition |
|-------------|------------|--|
| Phase 1-2 | 20% | Final deliverables for each phase approved by Enabel |
| Phase 3 | 30% | |
| Phase 4 | 20% | |
| Phase 5-6 | 30% | |

4.16 Acceptance of the services performed

The services shall be only accepted after fulfilling requirements and after technical acceptance(s). The value of the services performed will be invoiced by the successful bidder after acceptance by Enabel of related deliveries.

4.17 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)”).

4.18 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 RESUMO DO PROJECTO

| | |
|---|---|
| Natureza das actividades da instituição, incluindo área e sectores de actividade: | <p>O FUNAE, FP é uma instituição pública Moçambicana, dotada de personalidade jurídica e autonomia administrativa e financeira, que desenvolve a sua actividade a nível nacional.</p> <p>A instituição está dedicada ao desenvolvimento e implementação de projectos de acesso à energia sustentável, com enfoque em energias renováveis e soluções descentralizadas. Actua nos sectores de energia limpa, eficiência energética e gestão ambiental, promovendo a inclusão social e a capacitação das comunidades locais.</p> <p>As principais actividades do FUNAE incluem:</p> <ul style="list-style-type: none"> • Análise de infra-estruturas existentes: Identificar oportunidades para melhoria e expansão do acesso à energia sustentável. • Desenvolvimento de modelos de negócio inovadores: Criar soluções adaptadas às realidades locais para maximizar o impacto social e ambiental. • Prestação de apoio financeiro e suporte técnico: Apoiar parceiros e instituições governamentais na execução de projectos. • Mobilização de recursos financeiros internacionais: Captar financiamento para projectos de impacto social e ambiental. • Disseminação de estudos e pesquisas: Promover conhecimento técnico e científico relacionado com a produção e distribuição de energias limpas e renováveis. <p>Além disso, o FUNAE desempenha um papel estratégico em diversas áreas, incluindo:</p> <p>Promoção e implementação de energias renováveis: Implementar soluções fotovoltaicas, hídricas, eólicas e mini-redes, acompanhando o processo de contratação de empreiteiros, prestadores de serviços e fornecedores de bens.</p> <p>Gestão de projectos de electrificação rural: Desenvolver e gerir projectos de electrificação com base em energias renováveis, em parceria com o sector privado.</p> <p>Monitorização e fiscalização de projectos de combustíveis: Implementar, fiscalizar, avaliar e monitorizar o impacto de projectos de combustíveis em zonas rurais, bem como iniciativas privadas de construção de postos de abastecimento de combustível.</p> <p>Promoção do uso produtivo de energia: Implementar sistemas eléctricos de bombagem de água para gado e irrigação, além de apoiar pólos de pesca.</p> <p>Mobilização de financiamento: Angariar recursos junto de parceiros internos e externos para garantir a sustentabilidade dos projectos.</p> <p>O FUNAE, FP posiciona-se como um actor-chave no acesso à energia sustentável, promovendo o desenvolvimento económico e social de comunidades em todo o território nacional.</p> |
| Localização(ões) | O projecto será implementado na instituição, em todas as suas áreas e/ou departamentos, abrangendo todas as áreas de actuação do FUNAE, com atenção especial às comunidades rurais e regiões onde são promovidos os projectos de biomassa e electrificação. |
| Período do Projecto (data de início, data de fim) | Maio 2025 a Maio de 2026 |
| Composição da equipa | <p>A equipa incluirá:</p> <ul style="list-style-type: none"> • Empresa especializada em género, juventude e inclusão social. • Especialista de Género da ENABEL para Validação e suporte • Especialista da ENABEL do processo de acreditação do GCF • Representantes de áreas técnicas e operacionais do FUNAE. • Pontos focais internos para apoiar a implementação e monitoramento das ações. |
| Outros parceiros de execução envolvidos | ENABEL – RESULTADO 3 (Acesso a Energia) |

5.2 INTRODUÇÃO E CONTEXTO

O FUNAE reconhece a importância de promover a igualdade de género, a inclusão de jovens e pessoas com deficiência nas suas operações e projectos, alinhando-se aos compromissos assumidos pelo Governo de Moçambique em matéria de desenvolvimento inclusivo e sustentabilidade. Apesar de já possuir procedimentos direccionados para a inclusão de género, estes ainda não estão devidamente formalizados e padronizados, o que representa uma oportunidade significativa para avançar na institucionalização da equidade.

Actualmente, o FUNAE encontra-se no processo de acreditação junto ao Fundo Verde para o Clima (Green Climate Fund - GCF), reforçando o seu compromisso com as acções climáticas inclusivas e a melhoria contínua, conforme os padrões estabelecidos pelas suas certificações ISO. Esta iniciativa reflecte o objectivo da instituição de não apenas atender às exigências internacionais, mas também liderar pelo exemplo em Moçambique, integrando princípios de inclusão social em todos os níveis.

A relevância deste plano vai além da conformidade com os requisitos do GCF, sendo também estratégica para o alinhamento com o Portfólio Juntos@Clima da ENABEL (2023-2027). Este portfólio visa melhorar o acesso à energia em áreas off-grid, com destaque para soluções descentralizadas e de baixo carbono. Como parceiro estratégico da ENABEL, o FUNAE desempenha um papel essencial na implementação de projectos de biomassa e electrificação rural, consolidando a sua posição como actor-chave no alcance das metas nacionais de electrificação e na promoção da inclusão social, em linha com os Objectivos de Desenvolvimento Sustentável 5 (Igualdade de Género) e 7 (Energia Limpa e Acessível).

O presente projecto visa desenvolver um plano estruturante que estabeleça procedimentos claros e critérios robustos para a inclusão de género, juventude, pessoas com deficiência e minorias, promovendo oportunidades e equidade tanto dentro da organização como na colaboração com os seus parceiros. O objectivo é assegurar que o FUNAE continue a ser um agente de mudança, promovendo acessibilidade e impacto positivo nas comunidades que serve, especialmente nas regiões rurais e mais vulneráveis. Ao implementar este plano, o FUNAE fortalece a sua capacidade de atrair investimentos adicionais, alinhando-se às oportunidades oferecidas por fontes de financiamento como o GCF, a NAMA Facility e o Adaptation Fund.

A implementação deste plano será conduzida internamente no FUNAE, integrando todas as áreas e departamentos da instituição. O foco estará nas regiões de maior impacto social, como as comunidades rurais, onde os projectos de electrificação e biomassa representam uma alavanca para o desenvolvimento inclusivo e sustentável. Além disso, o plano busca alinhar-se com as necessidades contemporâneas de criação de resiliência social e económica, garantindo que o FUNAE esteja preparado para os desafios e oportunidades do futuro.

Sustentabilidade

A sustentabilidade do presente plano estratégico visa garantir a continuidade e o crescimento das acções de promoção da igualdade de género, inclusão de jovens e pessoas com deficiência no FUNAE. Para assegurar a sua longevidade, o plano integra mecanismos de monitorização contínua, avaliação de impacto e adaptação às mudanças do contexto social e económico.

A mobilização de recursos financeiros, o reforço de parcerias estratégicas e o compromisso institucional são essenciais para manter a eficácia das suas acções.

Além disso, o envolvimento activo de todas as áreas e departamentos do FUNAE contribuirá para consolidar uma cultura organizacional baseada na equidade e inclusão, assegurando que o plano se mantenha relevante e alinhado com os objetivos de desenvolvimento sustentável a longo prazo.

O FUNAE reconhece que a sustentabilidade deste plano depende da sua integração contínua em todas as suas acções e decisões estratégicas, pois a promoção da igualdade de género, inclusão de jovens e pessoas com deficiência é um elemento crítico para o desenvolvimento sustentável da instituição e das comunidades que serve. Este compromisso deve reflectir-se em cada operação, projeto e parceria, garantindo que a política de inclusão não seja apenas um documento, mas sim uma prática viva que orienta a cultura organizacional e contribui para o crescimento e impacto duradouro do FUNAE.

5.3 Objectivo geral

O objectivo geral do Plano Estratégico e Manual Institucional do FUNAE é promover a igualdade de género, a inclusão de jovens e pessoas com deficiência em todas as operações e projectos da instituição, garantindo a equidade de oportunidades e a participação ativa de todos os grupos sociais. Este plano visa assegurar que o FUNAE atue como um agente de mudança, alinhando-se às normas e leis governamentais, aos requisitos de acreditação do *Green Climate Fund* (GCF), às certificações ISO e aos padrões internacionais aplicáveis, contribuindo assim para um desenvolvimento sustentável e inclusivo em Moçambique.

Plano Estratégico e manual Institucional

Desenvolver um plano estratégico, manual institucional e SOPs para promover a igualdade de género, juventude e inclusão social em todas as operações do FUNAE, garantindo conformidade com as normas e leis governamentais e os requisitos de acreditação do GCF, certificações ISO e padrões internacionais aplicáveis.

5.3 Objectivos específicos

1. Plano Estratégico Institucional

Desenvolver um plano estratégico institucional para promover a igualdade de género, juventude e inclusão social na sua estrutura e em todas as operações do FUNAE.

2. Manual de Género, Juventude, pessoas com Deficiência e Inclusão Social:

Criar um manual que sistematize políticas e procedimentos para a promoção da igualdade de género, juventude e inclusão social em todas as operações do FUNAE.

3. Plano de Implementação e Plano de Acção:

Estabelecer um plano detalhado com acções específicas para operacionalizar as políticas e procedimentos propostos.

4. Criação de Políticas e Procedimentos (SOPs):

Desenvolver políticas e procedimentos para promover a igualdade de género, oportunidades para jovens e pessoas com deficiência em níveis institucional, operacional e comunitário.

5. Critérios de Selecção de Parceiros:

Estabelecer critérios claros para seleccionar parceiros estratégicos alinhados à política e ao plano de género, juventude e inclusão social.

6. Capacitação e Reforço de RH:

Propor módulos de capacitação contínua e realizar ajustes na estrutura de RH para reforçar a inclusão social, sem introduzir custos adicionais.

7. Procedimentos para Projectos de Biomassa e Electrificação:

Garantir que os projectos de biomassa e electrificação tenham planos, procedimentos (SOPs) e critérios que integrem a inclusão social e a equidade de género em todas as suas etapas.

8. Monitoramento e Avaliação:

Estabelecer mecanismos claros para monitorar e avaliar os impactos das acções implementadas.

9. Disseminação e Sensibilização

- Organizar um workshop de disseminação do Plano Estratégico e Manual Institucional, direccionado ao FUNAE e aos seus principais parceiros estratégicos.
O objetivo é:
- Apresentar e validar os documentos desenvolvidos.
- Sensibilizar e alinhar os departamentos do FUNAE e os principais parceiros às políticas e procedimentos definidos.
- Reforçar o compromisso com a implementação prática dos princípios de igualdade de género, inclusão social e sustentabilidade.

5.4 RESULTADOS ESPERADOS

- I. Plano estratégico institucional, manual desenvolvidos e validados com respetivo plano de acção, com definição clara de como este se integra na estrutura organizacional do FUNAE.
- II. Políticas e procedimentos formalizados e standardizados, atribuídos a pontos focais em cada departamento para garantir a implementação.
- III. Critérios de selecção de parceiros definidos e aplicados, supervisionados pela unidade de parcerias estratégicas.
- IV. Inclusão social integrada nos projectos de biomassa e electrificação, com responsáveis designados para monitorar a aplicação dos procedimentos em cada fase do projecto.

5.5 RESULTADOS E ENTREGÁVEIS

5.5.1 Resultados tangíveis

- 1. Manual Institucional Validado e Implementado**
 - O Manual de ‘*mainstreaming*’ Género, Juventude, Pessoas com Deficiência e Inclusão Social será desenvolvido, aprovado e integrado às operações do FUNAE.
 - Disponibilizado a todos os departamentos, sendo implementado em processos internos para assegurar a aplicação uniforme das políticas.
- 2. Relatórios *Template* e Standardizados com Indicadores de Impacto Social**
 - Modelos de relatórios serão padronizados para documentar o progresso na integração de igualdade de género, juventude e inclusão social.
 - Indicadores-chave de desempenho (KPIs) e Indicadores de Processo (PIs) serão definidos e utilizados para monitorar os impactos sociais e ambientais nos projectos do FUNAE.
- 3. Módulos de Capacitação Desenvolvidos e Aplicados**
 - Programas de capacitação serão criados e implementados para os colaboradores do FUNAE, com foco em:
 - Igualdade de género.
 - Inclusão de jovens e pessoas que vivem com deficiência.
 - Inclusão social
 - Sustentabilidade social e ambiental.
 - Relatórios de conclusão e impacto das capacitações serão desenvolvidos para medir a eficácia do treinamento.
- 4. Critérios de Selecção de Parceiros**
 - Serão formalizados critérios claros para avaliar e seleccionar parceiros alinhados às políticas de género, juventude e inclusão social do FUNAE.
 - A aplicação destes critérios será obrigatória em todos os contratos, Memorandos de Entendimento (MoUs) e colaborações futuras.
- 5. Procedimentos Operacionais Padrão (SOPs) para Projectos de Biomassa e Electrificação**
 - Serão criados e implementados SOPs específicos para garantir que a igualdade de género e inclusão social sejam integradas em todas as fases dos projectos de biomassa e electrificação.
- 6. Funções e Responsabilidades Claras**
 - A estrutura organizacional será ajustada para incluir responsabilidades claras na implementação das políticas e estratégias do plano, sem aumentar custos ou complexidade.
- 7. Sistema de Monitoramento e Avaliação Operacionalizado**
 - Relatórios standard, trimestrais e anuais, serão desenvolvidos para monitorar e avaliar o impacto das políticas de género, juventude e inclusão social.
 - Ferramentas manuais acessíveis serão utilizadas para recolher e analisar dados, com relatórios desagregados por género, idade e condição social.

5.5.2. Considerações sobre género e inclusão social

As políticas e operações do FUNAE devem assegurar que a igualdade de género e a inclusão social sejam pilares fundamentais, integrados estruturalmente e operacionalmente em todas as fases dos projectos.

É essencial garantir a participação activa de mulheres, jovens e pessoas com deficiência, criando condições que removam barreiras e promovam oportunidades equitativas.

Os projectos devem contemplar infraestruturas acessíveis e adaptadas, enquanto os dados de monitorização devem ser desagregados por género, idade e condição social para medir impactos reais e orientar ajustes estratégicos. A capacitação contínua dos colaboradores e a aplicação de procedimentos para a sensibilização das comunidades são cruciais para fortalecer a igualdade e a inclusão.

Adicionalmente, as intervenções devem respeitar as dinâmicas culturais locais, promovendo mudanças positivas e assegurando a participação activa das comunidades em todas as etapas dos projectos. Parcerias estratégicas devem alinhar-se aos valores do FUNAE, garantindo que os princípios de igualdade de género e inclusão social sejam reflectidos em todas as colaborações.

METODOLOGIA

5.6 Abordagem metodológica

A metodologia baseia-se num processo participativo, integrando ferramentas de análise qualitativa e quantitativa. O objectivo é garantir que as necessidades relacionadas com o género, os jovens e as pessoas com deficiência sejam compreendidas e incorporadas nas políticas e práticas do FUNAE.

Fases do Projecto:

1. Planeamento Inicial

- Recolha de Dados: Levantamento de informações sobre as actuais políticas e práticas institucionais do FUNAE no âmbito da inclusão.
- Revisão Documental: Análise das certificações ISO, padrões do GCF e compromissos nacionais/internacionais relacionados com a igualdade de género e a inclusão social.
- Definição de Indicadores: Desenvolvimento de indicadores específicos para monitorizar o progresso.

2. Consultas e Diagnóstico Participativo

- Reuniões de Envolvimento: Realização de reuniões com representantes do FUNAE, comunidades-alvo e parceiros estratégicos.
- Grupos Focais: Consultas a jovens, mulheres e pessoas com deficiência para identificar barreiras e oportunidades de inclusão.
- Análise SWOT: Identificação de forças, fraquezas, oportunidades e ameaças no contexto da inclusão.

3. Desenvolvimento do Plano Estratégico, Manual Institucional, SOPs e Plano de Ação

- Elaboração de Políticas: Definição de políticas e procedimentos (SOPs) para a inclusão.
- Estruturação e desenvolvimento do Manual: Desenvolvimento do manual com secções sobre igualdade de género, juventude e inclusão social.
- Desenvolvimento de Plano de Ação
- Critérios de Selecção de Parceiros: Formulação de critérios para assegurar o alinhamento com as políticas do FUNAE.

4. Capacitação e Sensibilização

- Formação: Desenvolvimento e aplicação de módulos de capacitação para colaboradores e parceiros.

5. Monitorização e Avaliação

- Ferramentas de Avaliação: Desenvolvimento de ferramentas para monitorizar a implementação das políticas e medir os impactos.
- Relatórios Regulares: Relatórios trimestrais e anuais para análise e ajustes estratégicos.

6. Disseminação e Validação

- Reuniões de Validação: Apresentação do Plano Estratégico, manual institucional, plano de ação, SOPs e Checklists aos intervenientes para feedback e validação.
- Publicação: Disseminação do plano, manual institucional e suas ferramentas de implementação para departamentos internos e parceiros estratégicos.

Envolvimento dos Intervenientes

A abordagem metodológica garantirá o envolvimento activo de todas as partes interessadas, incluindo:

- Representantes do FUNAE (todos os departamentos e áreas técnicas).
- Especialistas da ENABEL.
- E parceiros estratégicos do FUNAE.

Ferramentas e Técnicas Utilizadas

- **Entrevistas e Grupos Focais:** Para compreender as perceções, desafios e oportunidades relacionados com género, juventude e inclusão social. Estas entrevistas e grupos focais serão conduzidos com beneficiários directos e indirectos, incluindo colaboradores internos e parceiros estratégicos.
- **Análise de Dados Desagregados:** Recolha e análise detalhada de dados por género, idade e condição social, permitindo uma compreensão mais aprofundada das necessidades e lacunas existentes. Estes dados serão essenciais para monitorizar o impacto e adaptar as estratégias ao longo do tempo.
- **Reuniões e Sessões de Co-Criação:** Promoção de um processo participativo envolvendo todos os departamentos do FUNAE, parceiros estratégicos e comunidades-alvo. Este método assegura que as soluções propostas sejam adaptadas ao contexto real e contemplem as perspectivas de todas as partes interessadas.

- **SOPs Personalizados:** Desenvolvimento de Procedimentos Operacionais Padrão específicos para projectos como biomassa e electrificação. Estes SOPs garantirão que políticas de igualdade e inclusão social sejam incorporadas em todas as fases dos projectos, desde o planeamento até à execução.
- **Desenvolvimento de Checklists:** Criação de checklists específicas para:
 - **Garantir a Implementação:** Acompanhamento de acções-chave para cada fase dos projectos, assegurando a execução das políticas de género, juventude e inclusão social.
 - **Verificação de Conformidade:** Monitorizar se os procedimentos definidos nos SOPs estão a ser seguidos.
 - **Revisão Periódica:** Avaliação contínua do progresso em áreas críticas, como capacitação, inclusão de beneficiários e cumprimento de metas definidas nos KPIs.

Perfil e Competências da Empresa

A empresa seleccionada deverá ter um tamanho adequado à complexidade do projeto, demonstrar capacidade comprovada de gestão de projetos complexos e possuir experiência em contextos similares para garantir uma implementação eficiente.

A empresa deverá possuir as seguintes qualificações e competências:

- Quadro de pessoal com formação em Ciências Sociais, Estudos de Género, Inclusão Social ou áreas relacionadas.
- No mínimo duas pessoas para executar os objectivos da proposta.
- Experiência comprovada superior a 5 anos no desenvolvimento e implementação de estratégias institucionais para igualdade de género, inclusão de jovens e pessoas com deficiência.
- Conhecimento dos padrões do *Green Climate Fund (GCF)*, certificações ISO relacionadas à inclusão social e melhores práticas internacionais.
- Competências em metodologias participativas, incluindo consultas comunitárias, grupos focais, co-criação e gestão de projetos complexos.
- Habilidade para desenvolver Procedimentos Operacionais Padrão (SOPs), critérios de seleção de parceiros e relatórios com indicadores de impacto social.
- Capacidade comprovada de gerir projetos de grande escala.
- Equipa multidisciplinar fluente em português e inglês, com competências culturais e linguísticas para trabalhar eficazmente em Moçambique.
- Capacidade de produção e entrega de documentos em inglês e em português.
- Experiência prévia em colaboração em projectos de impacto com organismos do Governo de Moçambique, bem como experiência de trabalho com comunidades locais e ONGs internacionais para fortalecer o impacto social do projeto (GoM), comunidades locais e ONGs.

Responsabilidades da Empresa

A empresa será responsável por desenvolver e implementar:

- O **Plano Estratégico Institucional** para promover a igualdade de género, juventude e inclusão social em todas as áreas do FUNAE.
- O **Manual de Género, Juventude, Pessoas com Deficiência e Inclusão Social**, garantindo que as políticas e procedimentos estejam formalizados e padronizados.
- O **Plano de Ação detalhado**, com ações específicas para operacionalizar as políticas e procedimentos propostos.
- **SOPs específicos** para integrar a inclusão social e equidade de género em todas as etapas de projectos.
- **Critérios claros de seleção de parceiros** alinhados à política institucional de género, juventude e inclusão social.
- **Módulos de capacitação contínua** para colaboradores e parceiros, promovendo a inclusão sem gerar custos adicionais.
- **Um sistema de monitoramento e avaliação** baseado em indicadores-chave de desempenho (KPIs) e indicadores de processo (PIs).
- **Relatórios periódicos e documentação** de boas práticas para garantir a partilha de conhecimento.
- A empresa deverá entregar um plano de execução e repartição de tarefas do seu grupo de trabalho.
- Capacidade de entrega do plano pedido em 1 ano.

Nota

O desenvolvimento e implementação deste plano estratégico será preferencialmente realizado por uma empresa especializada, dado que esta abordagem permitirá uma implementação mais rápida e eficiente. A empresa seleccionada deverá cumprir os requisitos de qualificações e competências estabelecidos, possuir uma equipa multidisciplinar capaz de gerir projetos complexos e demonstrar experiência comprovada na área da igualdade de género, inclusão social e colaboração com organismos do Governo de Moçambique, comunidades locais e ONGs internacionais. Este perfil garante a qualidade, a sustentabilidade e o impacto duradouro das ações implementadas.

O FUNAE contribuirá com suporte institucional essencial, incluindo:

- **Apoio logístico e operacional:** Disponibilização de recursos internos (humanos e materiais) para facilitar a execução das actividades previstas no projecto.
- **Envolvimento interno:** Mobilização de todos os departamentos, com designação de pontos focais responsáveis pela coordenação e alinhamento das acções.
- **Integração nas operações:** Garantia de que as políticas e procedimentos desenvolvidos sejam adoptados e aplicados em toda a organização.

5.7 AGENDA DO WORKSHOP/FORMAÇÃO/REUNIÃO

Agenda do Lançamento da Política Institucional

Tema: Lançamento da Política de Género, Juventude e Inclusão Social do FUNAE

| Horário | Actividade |
|--|--|
| Manhã: Apresentação e Discussão da Política | |
| 08:30 09:00 | Boas vindas e Abertura Oficial |
| | Abertura pela PCA e pelo Conselho de Administração do FUNAE. |
| | Reforço do compromisso institucional com igualdade, juventude e inclusão social. |
| | Apresentação do objectivo do evento. |
| 09:00 10:30 | Apresentação da Política |
| | Enquadramento e alinhamento com padrões internacionais e estratégias nacionais. |
| | Componentes principais: Igualdade de género, juventude e inclusão social. |
| | Compromissos estratégicos do FUNAE. |
| 10:30 10:45 | Intervalo |
| 10:45 12:30 | Sessão Interactiva: Reflexões e Boas Práticas |
| | Discussão sobre a relevância da política para os projectos do FUNAE. |
| | Identificação de boas práticas internas e sugestões para integração. |
| 12:30 13:30 | Almoço |
| Tarde: Planeamento e Implementação da Política | |
| 13:30 14:30 | Plano de Implementação |
| | Apresentação do cronograma de implementação. |
| | Ferramentas disponíveis: SOPs, checklists e indicadores. |
| 14:30 15:30 | Trabalho em Grupo: Acções Prioritárias por Departamento |
| | Identificação de acções específicas para cada departamento. |
| | Designação de pontos focais e responsabilidades. |
| 15:30 15:45 | Intervalo |
| 15:45 16:45 | Sessão Plenária: Apresentação dos Resultados dos Grupos |
| | Cada grupo apresenta as acções prioritárias e sugestões de implementação. |
| | Discussão colectiva para validação. |
| 16:45 17:00 | Encerramento Oficial |
| | Resumo dos principais compromissos e próximos passos. |
| | Mensagem final e agradecimentos pelo envolvimento. |

5.8 AGENDA DO WORKSHOP/FORMAÇÃO/

As seguintes ferramentas serão utilizadas durante o workshop e no processo de implementação do projecto:

1. **Apresentação Multimédia:**
 - Slides para apresentar os componentes principais da política, cronograma, SOPs e compromissos estratégicos.
2. **Documentos de Suporte:**
 - Plano Estratégico Institucional e Manual de Género, Juventude e Inclusão Social.
 - Checklists e SOPs para cada fase de implementação.
3. **Fichas de Trabalho:**
 - Fichas distribuídas para colectar ideias e acções prioritárias durante as sessões interactivas e trabalhos em grupo.
4. **Ferramentas de Monitorização:**
 - Indicadores de progresso (KPIs) e templates de relatórios para acompanhamento das acções implementadas.
5. **Materiais de Registo:**
 - Quadro branco, flip charts ou ferramentas digitais para registar os resultados das discussões.
6. **Ferramentas Tecnológicas (se aplicável):**
 - Plataformas de conferência virtual (para participantes remotos, se necessário).
 - Softwares de recolha e análise de dados.
7. **Sala de Conferencia para o Workshop**

5.8 Estimated work load

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.

The proposed team includes two senior experts, which represents the minimum required composition to ensure adequate coverage of both institutional development and inclusive engagement components.

This division of labour guarantees that simultaneous tasks (e.g., strategic content development, participatory consultations, capacity building) can be executed effectively and on time, without compromising quality or depth.

| Fases do Projecto | Especialista 1 | | Especialista 2 | |
|---|--|-------------------|--|-------------------|
| | Trabalho remoto (preparação / conclusão) | Trabalho de campo | Trabalho remoto (preparação / conclusão) | Trabalho de campo |
| Planeamento Inicial | 6 | 0 | 6 | 0 |
| Consultas e Diagnóstico Participativo | 4 | 10 | 5 | 9 |
| Desenvolvimento do Plano Estratégico, Manual Institucional, SOPs e Plano de Acção | 14 | 4 | 12 | 2 |
| Capacitação e Sensibilização | 6 | 6 | 7 | 7 |
| Monitoria e Avaliação | 5 | 3 | 5 | 3 |
| Disseminação e Validação | 4 | 4 | 5 | 4 |
| TOTAL (Unidade: dias de trabalho por especialista) | 39 | 27 | 40 | 25 |
| | 66 | | 65 | |

5.9 Lista de Entregáveis

| # | Fases do Projecto | Descrição de Entregáveis | | Prazo de entrega (Contando a partir da adjudicação) |
|---|---|--------------------------|--|--|
| 1 | Planeamento Inicial | a. | Plano de trabalho detalhado | Semana 1 – 3 |
| | | b. | Metodologia Aprovada | |
| | | c. | Mapa de stakeholders | |
| | | d. | Indicadores de género e inclusão | |
| | | e. | Relatório de revisão | |
| 2 | Consultas e Diagnóstico Participativo | a. | Relatório de grupos focais | Semana 4-6 |
| | | b. | Diagnóstico SWOT | |
| | | c. | Mapa de barreiras e oportunidades | |
| | | d. | Atas das reuniões com stakeholders | |
| | | e. | Diagnóstico validado | |
| 3 | Desenvolvimento do Plano Estratégico, Manual Institucional, SOPs e Plano de Ação | a. | Gender Mainstreaming Framework (estrutura institucional) | Semana 7-14 |
| | | b. | Política de Integração de Género (Gender Mainstreaming Policy) | |
| | | c. | Manual Institucional complete | |
| | | d. | SOPs por área-chave | |
| | | e. | Plano de Ação com indicadores e responsáveis | |
| 4 | Capacitação e Sensibilização | a. | Módulos de formação (género, juventude, deficiência) | Semana 15-18 |
| | | b. | Manual de formação | |
| | | c. | Sessões de capacitação realizadas | |
| | | d. | Relatório de avaliação das formações | |
| | | e. | Plano de reforço de capacidades | |
| 5 | Monitorização e Avaliação | a. | Ferramentas e checklists de M&A | Semana 19-22 |
| | | b. | Relatório piloto de M&A | |
| | | c. | Templates para relatórios trimestrais | |
| | | d. | Modelo de relatório anual | |
| | | e. | Mecanismo Independente de Reclamações (Independent Grievance Redress Mechanism) estruturado e operacionalizado | |
| 6 | Disseminação e Validação | a. | Agenda e materiais do workshop | Semana 23-26 |
| | | b. | Workshop de validação realizado | |
| | | c. | Versões finais do Manual, Plano Estratégico e Política de Género | |
| | | d. | Relatório de Feedback incorporado | |
| | | e. | Relatório final com boas práticas e recomendações | |

6 Forms

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

6.1.1 Natural person

To fill the form, please click here: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

| | |
|---|--|
| I. PERSONAL DATA | |
| FAMILY NAME(S) ^① | |
| FIRST NAME(S) ^① | |
| DATE OF BIRTH | |
| DD | MM YYYY |
| PLACE OF BIRTH (CITY, VILLAGE) | COUNTRY OF BIRTH |
| TYPE OF IDENTITY DOCUMENT | |
| IDENTITY CARD PASSPORT DRIVING LICENCE ^② OTHER ^③ | |
| ISSUING COUNTRY | |
| IDENTITY DOCUMENT NUMBER | |
| PERSONAL IDENTIFICATION NUMBER ^④ | |
| PERMANENT PRIVATE ADDRESS | |
| POSTCODE | P.O. BOX CITY |
| REGION ^⑤ | COUNTRY |
| PRIVATE PHONE | |
| PRIVATE E-MAIL | |
| II. BUSINESS DATA | |
| If YES, please provide business data and attach copies of the official supporting documents. | |
| Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies? | BUSINESS NAME (if applicable) |
| YES NO | VAT NUMBER |
| | REGISTRATION NUMBER |
| | PLACE OF REGISTRATION: CITY |
| | COUNTRY |
| DATE | SIGNATURE |

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country.

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

6.1.2 Legal person entity private/public legal body

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

| | | | | |
|---|-----------------------|--------------|----------------|-----------|
| OFFICIAL NAME ① | | | | |
| BUSINESS NAME (if different) | | | | |
| ABBREVIATION | | | | |
| LEGAL FORM | | | | |
| ORGANISATION | FOR PROFIT | | | |
| TYPE | 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 <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">REGISTRATION</td> <td style="width: 20%;">CITY</td> <td style="width: 40%;">COUNTRY</td> </tr> </table> DATE OF MAIN REGISTRATION <table style="width: 100%; border: none;"> <tr> <td style="width: 20%; text-align: center;">DD</td> <td style="width: 20%; text-align: center;">MM</td> <td style="width: 60%; text-align: center;">YYYY</td> </tr> </table> VAT NUMBER OFFICIAL ADDRESS <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">POSTCODE</td> <td style="width: 30%;">P.O. BOX</td> <td style="width: 40%;">CITY</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">COUNTRY</td> <td style="width: 40%;">PHONE</td> </tr> </table> E-MAIL | | | | REGISTRATION | CITY | COUNTRY | DD | MM | YYYY | POSTCODE | P.O. BOX | CITY | COUNTRY | PHONE |
| REGISTRATION | CITY | COUNTRY | | | | | | | | | | | | |
| DD | MM | YYYY | | | | | | | | | | | | |
| POSTCODE | P.O. BOX | CITY | | | | | | | | | | | | |
| COUNTRY | PHONE | | | | | | | | | | | | | |
| 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 con- firmed by the official legal act establishing the entity (a law, a decree, etc.).
 - ② **National denomination and its translation in EN or FR if existing.**
 - ③ **Registration number in the national register of the entity.**

6.2 Financial identification

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

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

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

| | |
|--|-------------------|
| SIGNATURE OF ACCOUNT HOLDER (Obligatory) | DATE (Obligatory) |
| | |

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

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

6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%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 documents¹² showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

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

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

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

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

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

6.9 References of similar services

The applicant must present at least three (3) certificates of successful implementation of similar projects, in terms of scope and theme (e.g. development of institutional strategies for gender, youth and inclusion of people with disabilities).

| Description of the main similar works and location | Amount involved | Completion date in the last 3 years | Name of the public or private bodies | Relevance for Present Consultancy |
|--|-----------------|-------------------------------------|--------------------------------------|-----------------------------------|
| | | | | |
| | | | | |
| | | | | |

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 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.

| Description | Unit | Prices in Euro excl. VAT |
|--------------|---------------|--------------------------|
| Phase 1-2 | Lumpsum price | |
| Phase 3 | Lumpsum price | |
| Phase 4 | Lumpsum price | |
| Phase 5-6 | Lumpsum price | |
| TOTAL | Lumpsum price | |

| | |
|-----|---|
| VAT | % |
|-----|---|

ATTENTION!

-The tenderer must include in his price the applicable WITHHOLDING TAX

-The tenderer must submit prices in EURO

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: