



Tender documents Enabel in Mozambique
MOZ185 of 14/10/2019

Public services contract for the “Elaboration of an HR Development Plan with a Retention Strategy for the Ministry of Energy and Mineral Resources in Mozambique.”

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1 General point

1.1 Deviations from the General Implementing Rules

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

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-31)

1.2 Contracting authority

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

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

For this public contract, Enabel is represented by Ms. Laurence Janssens, Resident Representative of Enabel in Mozambique.

1.3 Institutional framework of Enabel

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

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

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

¹ Belgian Official Gazette of 26 march 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008.

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

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

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

1.4 Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶.

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;
- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;

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.

- Litigation: Court action;
- Option: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the contracting authority or on the initiative of the tenderer;
- Technical specifications: 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.

1.6 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 contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disseminate 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 will comply therewith.

1.7 Deontological obligations

Any failure to conform with one or more of the deontological terms may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with Enabel.

For the duration of the contract, the contractor and its 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.

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, the clarification, evaluation of tenders and applicants comparison procedures will lead to the rejection of the application or the tender.

Moreover, 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 rank.

Any tender will be rejected and any (public) contract will be cancelled once it appears that the contract awarding or its performance was related to the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

The contractor of the public 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 the 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 his contract cancelled or to be permanently excluded.

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 4.16 "Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

Public contract for services.

2.2 Object and scope of the contract

This public services contract consists of “Elaboration of an HR Development Plan with a Retention Strategy for the Ministry of Energy and Mineral Resources in Mozambique”, in conformity with the conditions of these tender documents.

2.3 Lots

This contract is a contract with one lot.

2.4 Duration

The contract begins upon award notification and has a duration of **6 calendar months** (see point 4.12.1 “Implementation period (Art. 147)” and point 5 “Terms of Reference”).

2.5 Variants

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

2.6 Quantities

The public contract’s minimum quantities are mentioned under points 6.9 “Financial offer & tender form” and 5 “Terms of Reference”. Without prejudice to the possibility for the contracting authority to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract the contractor acquires the right to perform these quantities.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1^o a) of the Law of 17 June 2016 pursuant to a negotiated procedure without publication.

3.2 Publication

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

3.3 Information

The awarding of this contract is coordinated by Akila Munir, 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.

Tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016 until the **18th October 2019 at 10AM**. Questions shall be addressed in writing to:

Ms. Akila Munir
Procurement Officer Enabel in Mozambique
akila.munir@enabel.be

They shall be answered in the order received. Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published and/or that are sent to him by individual registered letter or by electronic mail.

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 ten 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”):

- The identification form;
- The power of attorney;
- The integrity statement for the tenderers;
- The access right and qualitative selection documents;
- The financial offer & tender form;
- The technical offer.

The tenderer is strongly advised to use the tender forms in annexe (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 and Portuguese (or French or Dutch if requested). In case of divergences and/or disputes regarding the interpretation of the Tender Documents (and annexes) and subsequent documents relating to this public contract, the English version of the Tender Documents (and annexes) and subsequent documents will prevail and be used as the key reference.

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

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

3.4.2 Price determination

All prices shall be given in EUR (euros) or MZN (Mozambican meticaís) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

This contract is a price scheduled contract, i.e. only the unit prices are lump-sum prices. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract.

3.4.3 Elements included in the price

Except for VAT, the unit prices includes all costs, taxes, duties and contributions of any kind, and namely:

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

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

The Contracting Authority will organise and finance the conference room, communication with participants and will assist with administrative related tasks of the facilitated workshop (see Terms of Reference for more details).

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of **60 calendar days** from the deadline for the submission of tenders.

3.5 Submission of tenders

The tender will be drawn up in **4 copies**, one of which will mention “**original**” and three of which will mention “**copy**”.

- 3 x hard copies
- 1 x soft copy (USB or CD)

The offer can be submitted in either English OR Portuguese. Both languages are not necessary.

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

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “**TENDER**”, the tender documents number (**MOZ185**) and the Navision code (**MOZ1403011**).

The tender must be received by the **29th October 2019 at 5PM**. It must be sent to:

**Ms. Akila Munir
Procurement Officer
Enabel in Mozambique
Av. Kenneth Kaunda, 762
Maputo, Mozambique**

a) Either by mail (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

b) or hand delivered directly to the contracting authority against a signed and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 8:00 AM to 5:00/2:00 PM (Monday to Thursday/Friday). All times are in the time zone of the country of the Contracting Authority (Mozambican time).

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted.

3.6 Amending or withdrawing tenders

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

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

3.7 Opening of tenders

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

3.8 Evaluation of tenders

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

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

3.8.1 Access rights and selection criteria

Access rights

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 access rights and exclusion criteria".

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 "Forms" to the contracting authority at the latest upon contract awarding.

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

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

Selection criteria

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

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

A tenderer may, if necessary and for a specific contract, submit the capacities of other entities, whatever the legal nature of the relations existing between himself and these entities. In that case, he must prove to the contracting authority that, for the performance of the contract, he shall have the necessary resources by presenting the commitment of these entities to make such resources available to the service provider. Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group's participants or those of other entities.

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.

3.8.3 Negotiations

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

The contracting authority may decide to conduct negotiations with the most advantageous tenderers. After these negotiations, the tenderers can submit a best and final offer.

The tenderer whose tender is regular and the most advantageous on the basis of the award criteria mentioned below shall be designated the successful tenderer for this contract.

3.8.4 Award criteria

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

- Technical Proposal: 60%

No	Criteria for the technical proposal	Score
1.	Methodology	20
a.	Understanding of ToR	6
b.	Strategy	9
c.	Work plan and calendar of activities	5
2.	Professional qualification and experience of the specialists	40
a.	Education	5
b.	Field experience in human resources management	10
c.	Experience in similar work (see form 6.8)	15
d.	Public sector experience in Mozambique	5
e.	Relevant Workshop Experience and Moderation Capacity	5
	Total	60

Only tenders with average scores of at least 39.5 points out of 60 points qualify for the financial evaluation.

- Financial Proposal: 40%

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

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

3.8.5 Awarding the public contract

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

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

3.9 Concluding the contract

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

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

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

Please note that in case of divergences and/or disputes regarding the interpretation of the Tender Documents (and annexes) and subsequent documents relating to this public contract, the English version of the Tender Documents (and annexes) and subsequent documents will prevail and be used as the key reference.

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 4.7 "Performance bond (Art. 25-33)").

4.1 Definitions (Art. 2)

- Contract manager: 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 Contract manager (Art. 11)

The contract manager is Mr. Evert Waeterloos, Intervention Manager, evert.waeterloos@enabel.be.

Once the contract is concluded, the contract manager 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 contract manager 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 contract manager. For such decisions the contracting authority is represented as stipulated under point 1.2 “Contracting authority”.

Under no circumstances is the contract manager 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.

4.5 Confidentiality (Art. 18)

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

4.6 Intellectual property (Art. 19-23)

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

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

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

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

4.7 Performance bond (Art. 25-33)

For this public contract, no performance bond is required.

4.8 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.

4.9 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 contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.10 Preliminary technical acceptance (Art. 41-42)

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

4.11 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.

4.11.1 Failure of performance (Art. 44)

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

- When services are not performed in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;

- When the contractor does not follow written orders, which are given in due form by the contracting authority.

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

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

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

4.11.2 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.

4.11.3 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.

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Implementation period (Art. 147)

The services must be performed within **6 calendar months** from the day following the date of dispatch of the contract award notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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

The services shall be performed at the address 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 General payment modalities (Art. 66-72 and 160)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.14.1 "Acceptance of the services performed"), and provided that the contracting authority possesses, at the same time, the duly established invoice.

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

**Ms. Teresa Da Cruz
Project Finance and Administration Assistant
Capacity Development of MIREME and ARENE
Av. Kenneth Kaunda, 762
Maputo, Mozambique**

The invoice will mention:

- "Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)";
- the name of the contract: "**Elaboration of an HR Development Plan with a Retention Strategy for the Ministry of Energy and Mineral Resources in Mozambique**";
- the reference of the tender documents: "**MOZ185**";
- the Navision code: "**MOZ1403011**";
- the name of the contract manager: "**Mr. Evert Waeterloos**";

The invoice shall be in Euros or Mozambican Meticaais.

No advance payments may be requested and payment will be made only after performance and acceptance. Payment will be by bank transfer only.

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

N°	After approval of:	% payment
1.	Problem and solution identification final report	30%
2.	Final report with the HR Development Plan and Retention Strategy	50%
3.	Training	20%

4.14 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 “Contract manager (Art. 11)”).

4.14.1 Acceptance of the services performed

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

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.13 “General payment modalities (Art. 66-72 and 160)”).

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

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

4.15 Modifications to the contract (Art. 37-38 and 151)

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.

4.16 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 Background

5.1.1 Capacity Building of MIREME and ARENE by Enabel

Belgium supports the energy sector in Mozambique through two bilateral interventions. These interventions aim to contribute to the economic productivity and social service delivery in rural Mozambique through the provision of access to sustainable, affordable and environment-friendly energy. Emphasis is put on Capacity Development, energy efficiency and access to off-grid renewable energy.

The Specific Agreement of 19 April 2017 between the Government of Mozambique and of Belgium on “CAPACITY DEVELOPMENT OF THE MINISTRY OF MINERAL RESOURCES AND ENERGY AND ARENE MOZAMBIQUE” (MOZ 1403011) covers a capacity strengthening project to improve the functioning and performance of the recently created Ministry of Mineral Resources and Energy (MIREME) and of the new multi-stakeholder regulator for the sector ARENE. The project is implemented by the Belgian Development Agency (Enabel) with a budget of 4 million Euro. The duration of the intervention is 5 years, with a General Objective of “The development of the energy sector is enhanced in order to power the socioeconomic development of the country and to contribute to the welfare of its people”. The Specific Objective is “The performance of MIREME and ARENE in advancing access to renewable electricity in rural areas is enhanced”.

Three result areas have been identified:

- R1: MIREME's capacities at the central level are strengthened to improve planning and policymaking in the energy sector
- R2: DIPREME's capacities are strengthened in order to improve the planning, coordination and M&E of the energy sector in the selected provinces (Zambezia, Sofala, Manica)
- R3: Capacities of ARENE are strengthened to become a strong and independent regulator able to regulate new and renewable off-grid electricity

5.1.2 Human Resources Management

The formulation of the CB MIREME 2015 project is based on the assumption that the Ministry is generally well equipped to fulfil its mandate. However, there are difficulties in recruiting qualified personnel due to lengthy recruitment procedures and low salaries. As a result, the workload is unevenly distributed among staff, particularly due to differences in qualifications.

Currently, MIREME does not have a formal development plan for human resources management. Only annual short- and long-term training plans are drawn up. Moreover, there is no clear and formal strategy to motivate employees to engage themselves in their work and further development, such as salary incentives or improved working conditions.

There are no annual reports documenting the turnover and turnover rate of professional and managerial staff at MIREME. Since the merger of the ministry, the rate of employee departures from the company has been estimated at 20%. Due to pressure on public resources, no new employees are hired, although skilled personnel is needed. Vacancies are filled through staff re-allocation between departments and ministries. And employees who want to leave the public sector have a hard time to get their permission granted

5.1.3 Support measures identified by CB MIREME

Enabel provides support to reinforce the capacity of MIREME at central level and in selected provinces (Zambia, Sofala, Manica) through improved human resources management. This support creates the means to update current employee qualifications, incentive systems and work motivation. The identified support measures consist of:

- a) An improved personnel development plan that includes a retention strategy across MIREME, although Enabel will pay particular attention to MIREME Energy staff in the actual implementation of this development plan.
- b) A digitised HR system to track the quality, relevance and impact of training:
 - i. Starting year
 - ii. Position
 - iii. Training and education
 - iv. Job evaluation
 - v. Disciplinary proceedings
- c) Training (as appropriate)

5.2 Objective and Scope

5.2.1 General Objective

The aim of this consultation is to design an improved human resources development plan for MIREME at central and regional level, with particular attention to the formulation of a retention strategy to attract, develop and retain qualified and competent personnel.

5.2.2 Scope of services

The consultant is responsible for the following points:

- a) Identification of priority problems and of possible solutions**
 - i. Identify and analyse gaps and constraints in current human resource development in MIREME compared to public sector practices in Mozambique and high-level ministries such as the Ministry of Economy and Finance.
 - ii. Propose and discuss appropriate and realistic solutions with relevant stakeholders for each of the current gaps and constraints.
- b) Moderated workshop to discuss priority problem areas and possible solutions.**
 - i. Prepare and conduct an interactive workshop with relevant MIREME stakeholders based on the results of the problem and solution report.
 - ii. Solution approaches and their challenges should be included in the workshop discussion in order to stimulate debate and facilitate the discussion of ideas.
- c) Develop a human resources development plan that includes a retention strategy, taking the results of earlier phases into account.**
 - i. A detailed report that documents the analysis and priority solutions and dedicates particular attention to the legality, long and short-term practical aspects, and financial and regulatory implications of the proposed incentives.
 - ii. Develop a human resources development plan for MIREME, taking into account the Ministry's institutional reviews before 2015, and based on the discussed and refined solutions, with specific proposals for the training, development and management of staff information to facilitate follow-up, monitoring and systematic evaluation.

- iii. Special attention will be given to the development of a retention strategy for MIREME, based on the discussed and refined solutions and containing specific proposals for different incentives for each level and function for the next 5 years.
- d) Training**
- i. Training relevant MIREME personnel in the implementation of the human resources development plan and its retention strategy.
 - ii. The training is indicated to occur over 2 calendar days.

5.3 Approach and Methodology

5.3.1 General Terms and Conditions

The consultant(s) shall develop an approach and methodology considered to be most efficient and productive, bearing in mind that there are three types of relevant stakeholders with whom they will need to interact:

- MIREME's representations and delegations on national level
- The DIPREME offices in the provinces
- In particular, the staff of the energy sector of MIREME and the DIPREMEs.

5.3.2 Special conditions

The entire process and the results must be written in Portuguese.

5.4 Expected Results and Deliverables

The consultant(s) shall provide the following:

- a) Interim report identifying problems and solutions and containing the information required in section 2.2: (Overview and analysis of relevant documentation and staffing cases in Mozambique's public sector; identification of priority issues and HR constraints in MIREME).
- b) Final report that identifies problems and their solutions, and that addresses feedback on the interim report, to be approved by the contracting authority.
- c) Moderated workshop to discuss the identified priority problem areas and possible solutions;
- d) Detailed interim report that documents the analysis and the priority solutions with particular attention to the legality, long and short-term practicability, as well as the financial and regulatory implications of the proposed incentives. This report must include:
 - i. The development of a MIREME HR development plan with specific proposals for the training, development and management of personnel information,
 - ii. The development of an HR retention strategy with specific proposals for different incentives for each level and function for the next 5 years.
- e) A final report that contains the staff development plan and retention strategy, and addresses the feedback on the interim report, to be approved by the contracting authority.
- f) Training in the personnel development plan and retention strategy is provided for relevant staff.

NB. The PowerPoint presentation and interim reports must only be submitted in electronic format. Final reports must be submitted in 3 hardcopies as well as in electronic format. The reports must include the logo and relevant information as specified by the contracting authority.

5.5 Deadlines and indicative work plan

Deliverables	Deadlines/ Calendar
Draft report on problems and solutions identification	21 calendar days after start of work
Final report on problems and solutions identification	15 calendar days after approval of the interim report by the contracting authority
Moderated workshop	1-day actual workshop; 10 calendar days after approval of the final report by the contracting authority
Draft report with MIREME personnel development plan and retention strategy	30 calendar days after the workshop
Final report with the HR Development Plan and Retention Strategy for MIREME	10 calendar days after approval of interim report by the contracting authority
MIREME and DIPREME staff training on HR Development Plan and Retention Strategy	Within 30 days of client approval of final report

*The consultant is expected to start work before the end of November 2019.

*The activity plan proposed above is indicative and may be modified and finalised at the first meeting with the consultants.

5.6 Team

5.6.1 Team composition

The team working on the upgraded personnel development plan, and its retention strategy with MIREME, will include a specialist in HR management with public sector experience in Mozambique.

The consultant is free to select and introduce other team members who will be needed to carry out the tasks set out in these Terms of Reference. All members must be independent and free from conflicts of interest in their assigned tasks. Furthermore, a clear overview must be given of the contributions of the various experts.

The CV's of every team member must not exceed 3 pages and must be submitted with the offer.

a) Key expert 1: Human resources development specialist in the public sector (max. 1)

Qualifications: Degree in HR management, administration, economics, management, social sciences, psychology or related fields. A postgraduate degree or specific training in this field is considered an advantage.

Required experience:

- At least 8 (eight) years' experience in HR management.
- Experience in similar activities in Mozambique (at least 3 in the last 8 years).
- Relevant experience in the sub-Saharan region or in Portuguese-speaking countries will be an advantage.
- At least 2 (two) years public sector experience in Mozambique.
- Skilled experience in the facilitation of relevant workshops in the last 3 years (include references of facilitated workshops).

Required skills of the Consultant:

- The ability to interact objectively, discreetly and attentively at different levels of the public sector hierarchy.
- The ability to summarise and analyse different perspectives.
- Ability to deliver innovative recommendations and solutions.
- Advanced Portuguese.

b) Other specialists

CVs for specialists other than the lead specialists will not be evaluated during the evaluation, but should be included in the proposals.

- The chosen consulting company shall select and hire additional experts as required to carry out the tasks set out in these Terms of Reference. All specialists must be independent and free from conflicts of interest in their assignments.

5.7 Responsibility of the contracting authority

- The contracting authority shall provide the contact details for the interviews. It is the expert's responsibility however, to contact all relevant persons and institutions in order to fulfil the tasks effectively.
- The contracting authority is responsible for the organisation of the workshop and will cover its logistical and financial aspects. All other costs must be included in the bidder's financial offer.

6 Forms

6.1 Identification form

Name and first name of the tenderer or name of the company and legal form	
Nationality of the tenderer and of staff (if different)	
Domicile / Registered office	
Telephone number	
National Social Security Office registration number	
Company number	
Represented by the undersigned (Surname, first name and function)	
Contact person (telephone number, e-mail address)	
If different: Project manager (telephone number, e-mail address)	
Account number for payments Financial institution Under the name of	

Done in, on

Signature:

Name:

6.2 Integrity statement for the tenderers

By submitting this tender, the tenderer declares on honour the following (cf. Art. 52 and seq. of the Law of 17 June 2016):

- Neither members of administration or staff members, or any person or legal person the tenderer has concluded an agreement with in view of performing the 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 firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- He has read and understood the articles about deontology and anti-corruption included in the tender documents and declares going along completely and respecting these articles.

He is also aware of the fact that the personnel of Enabel are tied to the provisions of an ethical code, which states that: “In order to ensure the impartiality of personnel, they are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”.

If above-mentioned contract is awarded to the tenderer, he declares, 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 contract, it is strictly forbidden to the contractor of the contract (i.e. members of 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 contract, regardless of their hierarchical position.
- Any (public procurement) 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 conform with one or more of the deontological terms may lead to the exclusion of the contractor from this contract and from other contracts for Enabel.
- The contractor of the public 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.

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.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.3 Declaration on access rights and exclusion criteria

By submitting this tender, the tenderer declares on honour the following (cf. Art. 67-70 of the Law of 17 June 2016 and 61-64 of the Royal Decree of 18 April 2017):

He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity:

1° **Participation in a criminal organisation** as defined in Art. 324bis of the Criminal Code or in Art. 2 of Council Framework Decision 2008/841/JAI of 24 October 2008 on the fight against crime;

2° **Corruption**, as defined by Art. 246 and 250 of the Criminal Code or Art. 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union or Art. 2.1 of the Council Framework Decision 2003/568/JAI of 22 July 2003 on the fight against corruption in the private sector;

3° **Fraud** within the meaning of Art. 1 of the Convention on the protection of the European Communities' financial interests, approved by the Law of 17 February 2002;

4° **Terrorist offenses** or offenses related to terrorist activities, as defined in Art. 137 of the Criminal Code, Art. 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on the fight against terrorism, or inciting, aiding or abetting an offence as referred to in Art. 4 of that Framework Decision;

5° **Money laundering or terrorist financing** as defined in Art. 5 of the Act of 11 January 1993 on preventing use of the financial system for purposes of money laundering and terrorist financing, or in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;

6° **Child labour and other forms of trafficking in human beings** as defined in Art. 433quinquies of the Criminal Code or Art. 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA;

7° **Occupation of third-country nationals who are unlawfully staying** within the meaning of Art. 35/7 of the Act of 12 April 1965 on the protection of workers' remuneration or within the meaning of the Act of 30 April 1999 on the occupation of Foreign Workers

He has paid his **social security contributions** in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 62 of the Royal Decree of 18 April 2017);

He is in order with his obligation pertaining to the **payment of his taxes** in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 63 of the Royal Decree of 18 April 2017);

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties within the meaning of the Law of 17 June 2016. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.4 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.

6.5 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹⁰ showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

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

At the latest before award, the tenderer must provide a **recent certification**¹⁰ 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.

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

At the latest before award, the tenderer must provide a **recent certification**¹⁰ 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.

¹⁰ In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.8 List of the main similar services

The tenderer must include in its offer the list of the **main similar works in Mozambique (min. 3) in the last 8 years**. Relevant experience in the Sub-Saharan region or Lusophone countries will be an asset. Please note that the more proven similar works provided, the more points will be awarded as this is an award criterion (cf. 3.8.4 Award Criteria). This list should demonstrate the technical capacity of the tenderer to perform the required services.

For each of the works indicated, the tenderer must provide in his offer the completion certificates (declaration, letters of endorsement, letters of reference, etc.) and / or any supporting documents (contracts, invoices...) approved by the entity that awarded the contract.

No.	Description of main similar services	Country	Relevant dates in the last 8 years	Name of institution (include contact details)	Certificate of conclusion?
<i>e.g.</i>	<i>HR Development Plan for Company X</i>	<i>Mozambique</i>	<i>Fevereiro 2017 – Maio 2017</i>	<i>Company X, johndoe@companyx.com , +258xxxxxxx</i>	<i>Yes, reference letter</i>
1.					
2.					
3.					
..					
..					
n.					

6.9 Financial offer & tender form

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

In addition to the table below, tenderers need provide a detailed breakdown per deliverable of consultants, logistics, write up, etc All costs (See Section 3.4.2 Price Determination) need to be provided for in the financial form.

Only the logistic costs for the facilitation workshop will be organised for by Enabel.

N°	Description	Unit	Qt	Unit price *exc. VAT
1.	Problem and solution identification final report	Fixed rate	1	
2.	Final report with the HR Development Plan and Retention Strategy	Fixed rate	1	
3.	Training	Fixed rate	1	
Total excl. VAT				
VAT % (if applicable):			%	
Total incl. VAT				

* In case the contract is extended, the prices mentioned in the contract apply. Cf. points 3.4.2 "Price determination", 3.4.3 "Elements included in the price" and 4.13 "General payment modalities (Art. 66-72 and 160)".

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.10 Methodology

The tenderer must propose in his offer a methodology (understanding of ToR, strategy, timetable of activities and statement of availability) based on the instructions given in the Terms of Reference.

1. **Understanding of ToR:** Any comments on the ToR for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Opinion on the key issues related to the achievement of the contract objectives and expected results. An explanation of the risks and assumptions affecting the execution of the contract.
2. **Strategy:** An outline of the approach proposed for contract implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives, inputs and outputs.
3. **Work plan & timetable of activities:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the contracting authority and taking into account travel time). The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference. The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

Please note that the “understanding of ToR” and “strategy” of the methodology should not exceed 10 pages. Do not repeat/copy the ToR.

6.11 Key experts

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

Name of expert	Proposed position	Years of relevant experience	Educational background	Specialist areas of knowledge