



Tender documents Enabel in Mozambique
MOZ22005-10105

**Public services Framework Contract for TECHNICAL
SUPPORT IN WATER SECTOR/WATER SUPPLY SYSTEMS**

COUNTRY: Mozambique

ONE-PARTICIPANT FRAMEWORK CONTRACT

Table of contents

1	General point	4
1.1	Deviations from the General Implementing Rules.....	4
1.2	Contracting authority.....	4
1.3	Institutional framework of Enabel	4
1.4	Rules governing the public contract	5
1.5	Definitions.....	5
1.6	Processing of personal data by the contracting authority and confidentiality.....	7
1.7	Deontological obligations	7
1.8	Applicable law and competent court.....	8
2	Object and scope of the contract	9
2.1	Type of contract	9
2.2	Object and scope of the contract.....	9
2.3	Lots.....	9
2.4	Items	9
2.5	Duration	9
2.6	Variants	10
2.7	Options.....	10
2.8	Quantities.....	10
3	Procedure	11
3.1	Award procedure	11
3.2	Publication	11
3.3	Information	11
3.4	Tender	11
3.5	Submission of tenders.....	14
3.6	Amending or withdrawing tenders	17
3.7	Opening of tenders	17
3.8	Evaluation of tenders.....	17
3.9	Concluding the contract.....	20
4	Specific contractual provisions	21
4.1	Definitions (Art. 2).....	21
4.2	Correspondence with the service provider (Art. 10)	21
4.3	Managing official (Art. 11)	21
4.4	Subcontractors (Art. 12-15)	22
4.5	Confidentiality (Art. 18)	22
4.6	Protection of personal data	23
4.7	Intellectual property (Art. 19-23).....	23
4.8	Performance bond (Art. 25-33).....	24

4.9	Conformity of performance (Art. 34).....	25
4.10	Changes to the procurement contract (Art. 37 to 38/19)	25
4.11	Preliminary technical acceptance (Art. 41-42).....	26
4.12	Performance modalities (Art. 146 and seq.).....	27
4.13	Zero tolerance sexual exploitation and abuse	28
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155).....	28
4.15	Invoicing and payment of services (Art. 66-72 and 160)	30
4.16	End of the contract (Art. 64-65, 150 and 156-157).....	30
4.17	Litigation (Art. 73)	31
5	Terms of reference	32
5.1	CONTEXT	32
5.2	OBJECTIVES	34
5.3	EXPECTED SERVICES.....	35
5.4	METHODOLOGY	39
5.5	TEAM COMPOSITION AND EXPERTS PROFIL.....	41
6	Forms.....	46
6.1	Identification form	46
6.2	Financial identification.....	47
6.3	Declaration on honour – exclusion criteria.....	48
6.4	ESPD	50
6.5	Integrity statement for the tenderers.....	50
6.6	Power of attorney	51
6.7	Certification of registration and / or legal status.....	51
6.8	Certification of clearance with regards to the payments of social security contributions	51
6.9	Certification of clearance with regards to the payments of applicable taxes	51
6.10	List of the main similar services	52
6.11	Financial offer & tender form	53
6.12	Profiles of key experts.....	54
6.13	Profiles of experts/partners for key domain areas	58
6.14	Subcontractors.....	59
6.15	Overview of documents to be submitted	60

1 General point

1.1 Deviations from the General Implementing Rules

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

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

1.2 Contracting authority

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

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

For this public contract, Enabel is represented by Ms. Sandra GALBUSERA, 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;

¹ Belgian Official Gazette of 26 March 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008

- In the field of Human Rights: The United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁵ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

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

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

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

1.5 Definitions

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

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

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

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

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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

1.6.2 Confidentiality

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

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

1.7 Deontological obligations

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

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

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

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

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

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

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

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

1.8 Applicable law and competent court

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

2 Object and scope of the contract

2.1 Type of contract

This Framework public contract is for the provision of Service contract for technical support in water supply system.

2.2 Object and scope of the contract

This contract is awarded in accordance with the framework agreement modality with a single participant, as per Article 43 of the Law of June 17, 2016.

This contract solely concerns the establishment of the framework agreement for: *Technical support for the interventions of the Belgian Development Agency in Mozambique in the water sector, and more specifically for water supply systems.*

This contract takes the form of a framework agreement with a single participant. The framework agreement defines the scope of the contracts to be awarded during its validity period. Throughout the duration of the framework agreement, orders based on this agreement (subsequent contracts) are awarded, notably, in accordance with the conditions set forth in these special specifications document.

The terms set include 1) prices and 2) anticipated quantities. Certain elements may be specified when awarding subsequent contracts (e.g., the specific quantities to be executed at that time). Therefore, the framework agreement provides a degree of flexibility, allowing for the clarification or addition of certain terms after it is concluded.

Through this framework agreement in the *water/water supply systems sector*, Enabel is seeking a specialized service provider with expertise in project design and oversight in the water sector for development purposes, including applications in other areas of the company's interventions.

The contract specifically aims to provide technical support for interventions where Enabel requires enhanced technical expertise through specific international technical assistance.

2.3 Lots

This contract is a contract with one lot.

2.4 Items

The tenderer is required to provide prices for the items mentioned in the Tender form – Prices (point 6.10)

2.5 Duration

The framework agreement begins the first calendar day following the date of the framework agreement conclusion notification and it is concluded for a maximum period of **four years**.

During this period, the contracting authority may place orders (subsequent contracts) but cannot exceed the maximum quantities set out in section 2.8 below. Orders may be placed throughout the entire term of the framework agreement, up to the last day of the fourth year.

If the provider is found to have committed breaches concerning conflict-of-interest situations, the contracting authority reserves the right to terminate the contract without compensation.

2.6 Variants

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

2.7 Options

The tenderer may not submit an option. Free options are forbidden. The option proposed will be discarded.

2.8 Quantities

The public contract has no minimum quantities. The total value of the various orders is currently estimated at 500.000 Euro and may not exceed 800,000 Euro Excl. VAT.

The estimated quantities in man-days are provided for information only (see point 5.4.2) in order to be able to estimate the volumes of services expected for the award of the contract.

Exact quantities shall be determined in order forms. The contracting authority does not commit in any way as to quantities that will actually be ordered through this contract.

This public contract is a price-schedule contract, the unit prices of the different items are flat rate prices and the quantities, in as far these quantities are set for the items, are presumed or expressed within a range. The price to be paid will be obtained on the basis of the quantities effectively ordered and implemented.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 on public procurement via an Open Procedure.

3.2 Publication

These tender documents are published on Belgian Official Gazette, the Official EU Gazette and the Enabel website (www.enabel.be).

Interested tenderer 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 Célio Jone, Public Procurer of Enabel in Mozambique. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

An **information session** concerning the awarding process and the Terms of References of this tender will take place, **by Teams, the 19 November 2024 at 1 pm Mozambican time (12/noon Belgium time)**. The economical operators interested to participate to this information session must send a request to (celiojone@enabel.be) and cc tendersmoz@enabel.be the 18 November 2024 at 5pm at the latest, with the indication of the tenderer email address that Enabel will use to invite the tenderer for the Teams Information session.

Until 10 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. Célio Jone (celiojone@enabel.be) and 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 taking into account any corrections made to the contract notice or the tender documents that are published on the Enabel website or that are sent to him by e-mail.

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

3.4 Tender

3.4.1 Data to be included in the tender

The tender of the tenderer will consist of the physically separate sections mentioned at the point [6.15 - Overview of documents to be submitted](#).

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 mentioned in the tender form must be denominated in EUROS.

This contract is a price list contract, which means that the unit prices are fixed.

Orders will be paid for on the basis of the services actually ordered and performed.

At the request of the contracting authority, the tenderer shall provide it, prior to the award of the contract, with all information intended to enable it to verify the prices offered.

The verification of prices may include any verification of accounting documents and/or any on-the-spot inspection by the agents of the contracting authority delegated for this purpose.

3.4.3 Elements included in the price

The contractor is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of VAT (value-added tax) for the total services, which must be mentioned in a separate line (see Price form) namely:

The following are in particular included in the prices:

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

For this contract, the following costs will be covered by Enabel:

- **International Air Transport:** Air tickets for international flights between the expert's country of residence and the place of service are organized and covered by Enabel (economy class ticket for the most economically advantageous route). The choice of the itinerary will depend on the most logical combination of:
 - The best acceptable route;
 - The lowest applicable fare (Economy class);
 - The requested travel dates.

- **Local Transport in Mozambique:** If applicable, transport within the Mozambique will be organized and covered by Enabel.

Attention:

- The daily rate for the experts is paid for all actual workdays, even if it is a weekend or public holiday, according to the accepted work schedule attached to the invoice.
- For international travel days, 50% of the daily rate is paid per travel day, according to the accepted mission schedule attached to the invoice. For reimbursable expenses based on supporting documents, Enabel's approval prior to commitment is always necessary; otherwise, the expense cannot be reimbursed even with the supporting document.

Field price: Field prices must include perdiems¹⁰, accommodation cost, visa, and other costs incurred during field missions outside of consultant home base/main office.

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

Additional information on withholding tax

In the countries of operation, Enabel must almost always deduct local taxes from the income received by non-resident service providers, through a withholding tax.

The unit price quoted by the tenderer in its tender must include any applicable tax, including the tax that will be deducted at source by Enabel (or another beneficiary of the framework agreement) at the time of payment of the invoice.

When the contract is performed, Enabel (or another beneficiary of the framework agreement) will deduct the tax from the amount invoiced by the service provider by means of a deduction of the percentage provided for (and defined by local legislation) (Withholding Tax).

In the case of an order originating from a representation or intervention abroad (outside the EU), the withholding tax will be applied to the totality of the services carried out by the service provider (without distinction between work at home or work in the country of intervention).

DOUBLE TAXATION CONVENTIONS

Tenderers' attention is drawn to the fact that some countries have signed double taxation treaties [e.g. between the tenderer's State of residence and the State of origin (or source, i.e. the State in which the income has its source and Enabel or one of the beneficiaries of this framework agreement has a representation or project - outside the EU)].

If such an agreement applies, it is the responsibility of each tenderer to check what the legal effects of its application are and how this agreement will affect the taxes charged on the services.

¹⁰ **Per diems:** the per diem (daily allowance) is a lump sum covering all additional costs incurred in a professional capacity (not in a private capacity) and consecutive to the assignment, such as: accommodation, meals, drinks, local travel (where applicable) and other small expenses (all telephone conversations, internet, sweets, tips, etc.). Daily allowances are only granted for services in partner countries. They apply only to the actual duration of the assignment, including weekends and public holidays. For international travel days, 50% of the daily rate is paid per travel day, in accordance with the accepted mission schedule attached to the invoice.

The service provider who considers that he is entitled to benefit from a double taxation agreement must submit to the contracting authority the declaration for the exemption/reduction of withholding tax within five working days of receipt of the request setting out the details of the services expected (see point 2.5 of these special specifications).

3.4.4 Period of validity

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

3.5 Submission of tenders

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

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

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

The tenderer submits his tender as follows:

A) Submission of physical bids in Maputo

- 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 13/01/2025 at 12:00** Maputo time (= 11 AM Belgian Time)

It is submitted in a properly sealed envelope bearing the following information:
Tender MOZ22005-10105.

It may be submitted:

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

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

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

- b) Delivered by hand with acknowledgement of receipt.

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

B) Submission of electronics bids via the federal e-Procurement platform

The contracting authority requires the use of the federal e-Procurement platform (<https://www.publicprocurement.be/>) for the submission of tenders. This platform complies with the conditions of Article 14 of the Law of 17 June 2016.

To create your account, simply follow the 2 steps below:

1. Register as a new user: https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=6eaa49c91bcd31143ff06421b24bcbc8
2. Register your company: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010734

For instructions on submitting tenders, please consult the following link: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010799

Bids must be submitted on the platform by 11pm (Belgian time) on 13 January 2025 at the latest.

It should be noted that sending a tender by e-mail does not meet these conditions. The tender may not be submitted on paper either.

By the mere fact of submitting a tender in whole or in part by electronic means, the tenderer accepts that the data resulting from the operation of the tender reception system may be recorded.

More information can be obtained on the website: <https://www.publicprocurement.be/> or via the telephone number of the e-Procurement service helpdesk: (+32) (0) 2 740 80 00 or the email address e.proc@publicprocurement.be.

The tenderer must not sign the tender and its annexes individually when they are uploaded to the platform. These documents are signed as a whole by affixing a qualified electronic signature on the related submission report.

ATTENTION

Before submitting their bid, bidders are advised to test the procedure for submitting bids via the e-Procurement website.

Bidders are also advised to check whether they have the certificates/e-tokens to be able to sign their bid via e-Procurement. More information can be found on the website: <http://www.publicprocurement.be>

By submitting its offer, the tenderer undertakes to comply with the clauses contained in these special specifications. The proposals submitted by the tenderer in response to the contractual clauses or to the additional questions asked by the contracting authority constitute commitments on its part. The content of its offer will also form an integral part of the contract, as will the details it provides in any requests for clarification that may be sent to it.

By submitting the offer, the tenderer also acknowledges having obtained all the information it desired and having drawn up its offer in full knowledge of the facts, with nothing being vague or unknown to it.

The tenderer clearly indicates in its offer which information is confidential and therefore cannot be disclosed by the contracting authority.

By submitting his offer, the bidder acknowledges:

- Having read all the documents of the contract;
- Being aware of the scope and specificities of the execution of the contract;
- Having received all the information requested;
- Having made all the comments and asked all the questions he considered necessary, both for the preparation and submission of his offer and for the actual execution of the contract;
- Not having discovered any errors and/or defects in the documents of the contract which, by their nature, would make the calculation of the price and the comparison of offers impossible;
- Having calculated the price of his offer with full knowledge of the facts;
- Having calculated the amount of his offer, taking into account this knowledge of the market and with the means that should be allocated to its perfect execution;
- Accept all the clauses of these procurement documents, even if they diverge from its own invoicing and/or sales conditions (when the bidder indicates other invoicing and/or sales conditions, these will not apply).

Electronic signature of the offer

Since offers are transmitted by electronic means, the offer submission report must bear a qualified electronic signature.

Amendments to an offer that occur after the signing of the submission report, as well as its withdrawal, give rise to the sending of a new submission report that must be signed using a qualified electronic signature.

The subject and scope of the amendments must be indicated precisely.

The withdrawal must, for its part, be pure and simple.

When the submission report drawn up following the amendments or withdrawal does not bear a qualified electronic signature, the amendment or withdrawal is automatically void. This voidness only concerns the amendments or withdrawal and not the offer itself. The documents, including annexes, as well as any deletion or overwriting that could influence the conditions of the contract are signed by the tenderer or his/her representative (original signature only, no electronic signature).

In the event of recourse to one or more representatives, the latter will also attach to his/her (their) offer the authentic or private deed granting him/her these powers or a copy certifying the conformity of his/her (their) power of attorney with the original. He/she may simply indicate the number of the annexes to the Belgian Official Journal that published his/her (their) powers.

For the signature procedure, we invite you to consult the following link: Companies - Sign your offer/request for participation (service-now.com).

Tender opening session

The opening of tenders takes place behind closed doors.

Please note that SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED

3.6 Amending or withdrawing tenders

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

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

Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

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

3.8 Evaluation of tenders

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

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

3.8.1 Exclusion grounds and selection criteria

Exclusion grounds

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

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

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

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

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

Selection criteria

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

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

European Single Procurement Document (ESPD)

By submitting its tender accompanied by the completed European Single Procurement Document (ESPD), the tenderer officially declares on its honour:

- that it is not in one of the cases of compulsory or optional exclusion, which must or may lead to its exclusion;
- that it meets the selection criteria established by the contracting authority in this contract.

The ESPD (attached to this tender documents) must be signed by hand by the tenderer who are submitting its bid physically in Maputo. This provision also applies to each participant when the tender is submitted by a group of economic operators. The signatures shall be issued by the person(s) competent or authorised to bind the tenderer.

Pertaining to financial capacity

The bidder shall attach to their offer, at a minimum, proof of successful completion of 7 **services** of design, implementation, or technical monitoring for projects in the water sector, preferably related to water supply systems, within intervention contexts carried out over the past three years, each with a minimum value of €25,000 excluding VAT, including at least two with a value exceeding €75,000.

Thus, the bidder must demonstrate solid expertise in Enabel's geographic areas of intervention (East and/or South African regions, Mozambique being an added value), as well as access to a network of associated local consulting offices and/or experts.

Pertaining to technical capacity

References

The tenderer will attach to its tender, as a minimum, 3 certificates of satisfactory execution related to similar projects of water supply systems carried out over the last three years, each of a value of at least €50,000 excluding VAT, and performed in the East and/or South African region.

Proposed Team

The bidder must present an expert who meets the criteria outlined in section 5.5, Expert Profile.

The expert proposed by the bidder will be the one assigned to execute the subsequent contracts arising from the framework agreement.

For the evaluation of technical capacity criteria, the bidder shall attach the following to their offer:

- The completed “Expert Profile” table found in section 6.11 and 6.12 of the CSC for the proposed expert;
- The CV of the proposed expert;
- The expert’s signed agreement to perform services exclusively for the bidder.

To support the assessment of the above criteria, Enabel reserves the right to organize an interview with each consultant within Enabel (face-to-face and/or e-meeting). The date of this interview will be mutually agreed upon.

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 contracting authority will award the tender to the regular tender that it finds to be most advantageous, taking account the following criteria:

1. Price of consultants (40%)
2. Competence and experience of Consultancy Firm in the sector (30%)
3. Methodological approach (30%)

1. Consultants' price (40%)

Lump-sum unit price per day of fieldwork (Field) and lump-sum unit price per home (Home)

The price of international/local transport is not part of the tender and will therefore not be included in the price to be assessed as an award criterion.

To evaluate these sub-criteria, the bidder must complete the offer form referenced in section 6.11 and 6.12 of the special specifications document.

The ‘consultants’ price rating for offer X is calculated as follows:

(Lowest overall average daily price / Overall average daily price of tender X) x 40.

2. Quality of the consultancy firm (30%)

In addition to the individual competencies of the experts, which will be assessed as a selection criterion, the consulting firm is required to demonstrate the quality of its expertise as a

consulting company in the water sector/water supply systems, particularly the quality of its experience in the activities listed in the typical missions table, in East/South African regions.

To this end, a document of no more than 10 pages, in A4 format, numbered, double-sided (excluding any annexes), should be submitted, describing the firm's strengths.

3. Methodological approach (30%)

In addition to demonstrating an understanding of the terms of reference, the bidder will present its organizational strategy and methodological approach, including specific tools related to the various principles and tasks described in the present ToR. Indicatively, the following elements are expected: understanding of priorities in approaches (notably environmental aspects, capacity building, economic feasibility studies of investments, ensuring sustainability of structures/equipment, technological innovation, etc.), work organization, working in consortium with local firms, etc.

This methodological note should be presented in a document of no more than 15 pages, numbered, in A4 double-sided format, and should also include relevant lessons learned. The bidder will also attach to its offer a list of recent mission reports (no older than three years) on this topic.

The consulting firm should also demonstrate its ability to form partnerships with one or more consulting firms located in Mozambique by attaching a list of pre-identified local partners/consultants, highlighting the complementarity of experiences and expertise.

3.8.4 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 renounce to award the contract, either redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

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

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

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

4 Specific contractual provisions

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

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

4.1 Definitions (Art. 2)

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

4.2 Correspondence with the service provider (Art. 10)

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

4.3 Managing official (Art. 11)

The managing official is Stephane CYTRYN – Project Manager.

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

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

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

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

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

4.4 Subcontractors (Art. 12-15)

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

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

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

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

4.5 Confidentiality (Art. 18)

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

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

Therefore, he undertakes to:

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

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

4.6 Protection of personal data

4.6.1 Processing of personal data by the contracting authority

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

4.6.2 Processing of Personal Data by a Subcontractor

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

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

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

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

4.7 Intellectual property (Art. 19-23)

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

This is a definitive transfer valid throughout the world. It covers all operating methods, even those not included in these special specifications.

4.8 Performance bond (Art. 25-33)

The bond is set at 5% of the total amount, excluding VAT, of the subsequent contract. The amount thus obtained is rounded up to the nearest ten euros.

No bond will be required if the performance period of the contract concluded does not exceed 45 calendar days or if the amount of the contract concluded is less than €50,000.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

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

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office outside Belgium. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to

submit a tender. This measure is made essential by the specific requirements of the contract.

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

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office. Fill out the form https://finances.belgium.be/sites/default/files/01_marche_public.pdf

return it to the e-mail address: info.cdcdck@minfin.fed.be. After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash,

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function

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

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

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

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

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

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

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

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names and full

address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary' as appropriate.

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

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

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

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

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

4.9 Conformity of performance (Art. 34)

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

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

4.10.1 Replacement of the contractor (Art. 38/3)

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

A change to the public contract will be allowed under the following conditions:

1° a change in the legal structure of the successful tenderer who presents, for the performance of the contract, the same lawyer.

2° a new successful bidder (assignee) presents the same lawyer as the one appointed by the initial successful bidder (assignor)

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

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

4.10.2 Adjusting the prices (Art. 38/7)

The amount of the fees is linked to changes in the health index. The basis of calculation is the value of this index in the month in which the letter notifying approval of the offer is sent. The indexation will take place annually in the month following the anniversary date of this letter. The figure obtained will be rounded up to the nearest Euro.

The price revision is calculated using the following formula:

Price revision = (revision coefficient (k) - 1) * revisable part

$k = 1 * hi/HI$

HI = Consumer Price Index on the day the tenders are opened.

hi = same index on the renewal date.

From the second year onwards, the successful tenderer may submit a new price offer as defined above at the beginning of the year. The revised prices will only be applied once they have been accepted by the contracting authority.

Consumer Price Index as per the National Statistics Institute (INE)

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.

4.10.3 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 Orders process

A request in the form of Terms of Reference (TOR) detailing the expected services and desired execution time will be sent to the service provider via email.

Response from the contractor within 7 calendar days from the date of the request:

- A list containing the name(s) of the consultant(s) who will carry out the mission, selected from the proposed list in the bidder's offer and the identified local partners. The contractor must also indicate the name of the mission leader representing the consulting firm.
- A methodology for the intervention.
- A detailed proposed timeline for the order implementation.
- A calculation of costs based on agreed Man/Day tariffs fixed in the contract for the order execution.

Upon receiving and approving the documents listed above, the contracting authority confirms the order by sending a formal order letter, which serves as the award of the subsequent contract.

The order letter, sent via email, includes details of the expected services and desired execution timeframe. The service provider must acknowledge receipt of the order letter within two business days of its transmission.

The execution period is specified either in business days or calendar days.

If specified in business days, Saturdays, Sundays, and legal public holidays are not counted, nor are annual paid vacation days and compensatory rest days as per royal decree or collective labor agreements made mandatory by royal decree.

If specified in calendar days, the period is suspended during the annual vacation closure of the service provider's business.

The execution period begins on the date indicated in the order letter and includes time needed for service preparation. Services must be completed within the period set in the order letter.

Payment will be made based on a final mission report (or the agreed deliverable(s) outlined in the order letter).

In the case of an order letter with clearly incorrect or incomplete wording that prevents execution of the order, the service provider must immediately notify the supervising official in writing.

4.12.2 Implementation period (Art. 147)

The successful bidder will start to perform the services within one week for home work and to reach the field in maximum 4 weeks.

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

Services will be executed at the following addresses:

- In Mozambique, in any area where Enabel's intervention is requested by other donors.
- The residence or country of residence of the expert.

4.12.4 Evaluation of the services performed

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

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

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

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

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

4.13 Zero tolerance sexual exploitation and abuse

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

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

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

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

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

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

4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

4.14.2 Fines for delay (Art. 46-154)

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

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

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

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

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

§ 2 The measures as of right are:

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

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

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

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

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

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

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

**Enabel Representation
Av. Kenneth Kaunda, 264
Maputo, Mozambique**

The invoice will mention:

- **“Enabel, the Belgian development Agency, in Mozambique**
- the name of the contract: “Service contract for technical support in water sector”.
- the reference of the tender documents: **“MOZ22005-10105”**.
- the name of the managing official: “Stephane Cytryn”.

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.

However, it will be allowed to invoice as and when services are performed, at regular intervals, depending on the nature of the case and the volume of services performed over a given period.

Payment will be by bank transfer only.

An advance of maximum 20% of the amount of the services ordered may be requested after receipt of the purchase order.

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

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

4.16.1 Acceptance of the services performed

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

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

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

Where the services are completed before or after this date, it shall be the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty calendar days after the date

of receipt of the service provider's request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

4.17 Litigation (Art. 73)

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

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

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

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

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

5 Terms of reference

5.1 CONTEXT

Enabel

Enabel, the Belgian development agency, is tasked with implementing and coordinating Belgium's international development policy, as well as carrying out, at the request of the federal government, any public service mission in low- and middle-income countries that aligns with the 2030 Agenda for Sustainable Development.

Enabel holds exclusive responsibility for executing the Belgian governmental cooperation in fourteen partner countries, including Mozambique. Enabel also implements other projects beyond those funded by the Belgian Government. These are third-party assignments involving similar activities and expertise. Through these third-party missions, Enabel also operates in Mozambique.

Enabel portfolio in Mozambique

The Mozambique Cooperation Strategy 2023-2028 was validated by the Belgian Minister of Cooperation on 15 July 2022. Mozambique is one of the most vulnerable countries to climate change in Africa and has seen the increased intensity and frequency of extreme weather events in recent years compromising the country's development ambitions. Enabel intends to deepen its cooperation strategy linking to different areas of climate-related activities from delivery of climate proofed public services to the most vulnerable populations in Mozambique to transitioning to low carbon energy pathways, while dealing with the unavoidable losses and damages through a set of human related activities, linked with specific territories with the involvement of different components of the society.

The **General Objective** of the strategy is **to support and institutionally strengthen Mozambique so that the transition to a climate-resilient and low-carbon economy can be achieved in an inclusive way with consideration of vulnerable communities in both rural and urban areas**. In order to support the transition in Mozambique towards a low-carbon society that is resilient to climate change and that respects, preserves and sustainably manages ecosystems and the environment, various levers for changes are explored. The **Specific Objective** is: **Mozambican authorities and communities, including women, youth, and other vulnerable groups, are strengthened to actively engage together in a -cross sectoral coordination- specifically focusing on improved climate proofed public services, enabling policies and initiatives for energy transition.**

A **global overview of the structure of this portfolio** is presented here below. Both interventions share the same specific objective while focusing on specific thematic areas. They are interconnected and complementary.



The portfolio is comprised of three interventions:

1. the first intervention (MULTI-CRET) is the heart of the portfolio and is composed of 5 components:
 - a. Policy Dialogue on Climate Resilience and Energy Transition : The GoM, local authorities, communities and civil society improve the formulation, adoption, and implementation of evidence-based policies and initiatives to build climate resilience and just energy transition.
 - b. Losses & Damages : The GoM, local authorities, communities and civil society design, resource, and implement evidence-based climate resilient and low-carbon oriented plans and budget with a focus on anticipating risks of losses and damages.
 - c. Access to Energy : The GoM, local authorities, communities and civil society improve access to sustainable and clean public energy services, especially in off-grid areas.
 - d. Access to Water : The GoM, local authorities, communities and civil society improve access and sustainability of climate-resilient drinking water supply and solar-powered irrigation systems in rural areas.
 - e. Waste Management and Circular Economy : The GoM, local authorities, communities and civil society involved in waste management implement the national programme for sustainable waste management and promote a circular economy.
2. The second intervention (STEP) aims at strengthening capacities and acting as a catalyst for the mobilisation of climate finance for national priorities, in close articulation and synergy with the main intervention.
3. The third intervention (D4CS) is an additional funding for the losses and damages component of the first intervention.

The 4th component “Water” also benefits from an additional funding from the Brussels Capital Region (as a top-up of the portfolio – result 4), for the 2023-2026 period, with the following objective: Communities from Gaza and North Maputo province, including women, youth, and other vulnerable groups, have an increased and improved access to drinkable water through the installation of solar powered desalinations units and are engaged in management of the water distribution.

Enabel commits to ensuring that 85% of its forthcoming programs significantly advance Gender Equality or prioritize it as the primary objective, as determined by the DAC-OECD Gender Marker. This commitment necessitates adopting a monitoring and evaluation methodology that is attuned to gender considerations. Enabel's strategy for promoting gender equality aims to catalyze transformative shifts by tackling the root causes of gender inequality, including discriminatory social norms, behaviors, and laws that perpetuate institutionalized discrimination.

Water infrastructures

Portfolio (2023-2028): The primary objective of Result 4 of portfolio is to enhance the sustainability of climate disaster-resilient drinking water supply systems in rural areas, particularly through the active involvement of districts, provinces, the private sector, and local communities in Gaza and Northern Maputo provinces. **The selection of water supply technologies is not predetermined**, allowing for flexible adaptation based on the specific needs of the target regions. Emphasis is placed **on selecting areas based on their vulnerability to climate disasters and fragile socio-economic conditions**. The portfolio is also exploring the integration of **nature-based solutions and cluster approaches**, including the potential to build on previous Enabel projects and the Brussels Capital Region (BCR) fund. The budget allocated for infrastructure under this portfolio is estimated at **around 1.35 million EUR**.

BCR (2023-2026): The BCR-funded project focuses on **solar-powered desalination** as the predefined technology for water supply, targeting communities with access to brackish groundwater. The budget for this component is **approximately 0.8 million EUR**.

Enabel places a strong emphasis on the **long-term viability of all water systems**, allowing flexibility in the number of sites, business models, and technologies to be employed.

5.2 OBJECTIVES

The objective of this contract is to provide technical support at various stages of project development in the water sector implemented by Enabel in Mozambique. Enabel aims to increase the quality and efficiency of its projects by engaging the services of one or more consulting firms and/or consultants selected for the quality of their expertise, experience, and the guidance they can offer remotely and on-site.

The required expertise primarily covers the following areas:

- Design, implementation, and monitoring of water infrastructure projects, particularly the development and integration of water supply systems (production, water treatment systems, distribution).
- Operation and maintenance of water infrastructure/equipment: Performance diagnostics, water audits aimed at improving water efficiency and rational water use, sustainable operational and maintenance management plans design and optimization, procedure manuals, standards and standardizations, and stakeholders training, business plan and public-private partnerships design.
- Development of local and regional policies and strategies, including regulatory frameworks: Master plans for drinking water supply and sanitation, market regulation, legal frameworks governing investments, and private sector participation.

- Analysis of socio-economic conditions (ability to pay, management costs, equipment, employment, socio-economic impacts of water, etc.) and institutional conditions (policies and strategies, roles/mandates of actors, capacity building of stakeholders) in the water sector.

The type of support and the level of responsibility of the service provider will depend on specific requests from the field. This support may take the form of occasional or regular missions or remote assistance (home-based).

5.3 EXPECTED SERVICES

5.3.1 General Framework

Depending on the complexity of the activities (including construction works) to be carried out, their current progress, the deadlines, challenges encountered, the capacities involved in the project, and the specific needs identified, Enabel's teams may call upon the selected consultancy firm(s) for one or more of the tasks described below. The different requested tasks will be formalized through an order issued by the requesting project.

To facilitate communication, mobilization, and the management of the expertise needed for the various missions planned under this contract, all identified tasks have been categorized into six types of tasks in the tables below.

Please note that all tasks listed in different type of mission below can be ordered individually and/or combined.

Type 1	Support in project identification
	<p>The services consist of comprehensive pre-operational assistance for conducting studies leading to design and building decisions.</p> <p>These services may include tasks such as:</p> <ul style="list-style-type: none"> • Conducting preliminary investigations to assess project viability, including evaluation of previous water interventions; • Water demand calculations based on population projections and industrial needs; • Stakeholder consultation (private, public, civil society, community); • Drafting terms of reference for key studies and activities related to project identification; • Preparing and conducting project identification missions as a bilateral cooperation project expert and/or for third-party donors, including related reports; • Conducting prospective studies to evaluate needs, socio-economic and environmental aspects, potential operations, and feasible scenarios, including end-of-life equipment management; • Conducting technical pre-feasibility, impact and feasibility studies of potential solutions, socio-economic studies, financial frameworks, preliminary design (APS), detailed design (APD), drafting of bidding documents (DAO), and developing support measures and quality control for local service providers. • Specific analysis of a water-related issues within the project and developing innovative adaptation and mitigation solutions; • Synthesizing studies and formulating orientations for project; • Preliminary design options: <ul style="list-style-type: none"> ○ Identification of innovative and context-adapted water solutions (nature-based, desalination, combination with solar systems, cluster

	<p>approach, etc.), with considerations for climate resilience, sustainability and social inclusion;</p> <ul style="list-style-type: none"> ○ Identification of potential business models to ensure financial sustainability of water supply systems, especially models fostering cluster approaches and public-private partnerships; ○ Financial modelling/cost benefit analysis; <ul style="list-style-type: none"> ● Proposal of feasible water projects/scenarios considering budget, potential business models and adapted technologies; ● Proposal of site selection for water projects; ● Drafting of accompanying measures. <p>In this tasks, it will be important to pay particular attention to innovation and context-adapted water solutions (nature-based, desalination, combined with solar systems, cluster approaches, etc.), taking into account climate resilience, sustainability and social inclusion. Financial sustainability will also be central, especially models that promote cluster approaches and public-private partnerships.</p>
Type 2	<p>2A – Project Design and Implementation / direct support</p> <p>The services consist of comprehensive assistance in the design and execution of a project. These services may include tasks such as:</p> <ul style="list-style-type: none"> ● Drafting terms of reference for key studies and activities related to project formulation based on identification missions; ● Preparing and executing project formulation missions as a bilateral cooperation project expert and/or for third-party donors, including reporting; ● Drafting detailed technical program, analysing and advising on technical specifics; ● Determining the financial envelope, tracking costs, and implementing corrective measures; ● Assisting with procurement processes, including support in bids evaluation process and monitoring of proper execution; ● Ensuring the integration of climate resilience, sustainability and social inclusive principles at all stages of design and implementation; ● Developing and monitoring master plan for all stakeholders involved; ● Examining and validating stakeholder choices during design phase; ● Providing support for monitoring construction and conducting reception operations. <p>For the design and execution of works, specialized experts may provide design, sizing, and/or verification services for:</p> <ul style="list-style-type: none"> ● Water supply systems, including production, treatment and distribution equipment installation. ● Civil engineering structures (metal structures, reinforced concrete, foundations, and geotechnical works, etc.); ● Integration of renewable source of energy to water systems (solar or else); ● Studies on optimizing the performance of infrastructures and/or equipment. <p>This task may include the following elements (in whole or in part) in the case of works execution and/or equipment supply and installation:</p>

	<ul style="list-style-type: none"> • (A) Master Plan; • (B) Preliminary Design (PD); • (C) Detailed Design (DD); • (D) Special Specifications (SS) / Technical Specifications (TS) / Design of monitoring and control systems ; • (E) Operation and maintenance (O&M) planning; • (F) Tender Dossier (TD) from a local consulting firm or company for the execution of a project; • (G) Support for the awarding of a tender (questions/answers, evaluation, etc.).
	<p>2B – Project Design / backstopping to local agency</p>
	<p>The services consist of assistance to a local agency in the design of a project, at various stage of the project.</p> <p>The support may include tasks (in whole or in part) such as:</p> <ul style="list-style-type: none"> • Quality control of local service providers; • (A) Master Plan; • (B) Preliminary Design (PD); • (C) Detailed Design (DD); • (D) Special Specifications (SS) / Technical Specifications (TS) / Design of monitoring and control systems ; • (E) Operation and maintenance (O&M) planning; • (F) Tender Dossier (TD) from a local consulting firm or company for the execution of a project; • (G) Support for the awarding of a tender (questions/answers, evaluation, etc.).
<p>Type 3</p>	<p>Quality control mission (project execution, monitoring, and evaluation mission)</p>

	<p>Quality control mission at various stages of project execution, including technical support during provisional acceptance.</p> <p>The support may include tasks such as:</p> <ul style="list-style-type: none"> • Developing terms of reference for key studies and other project activities; • Ensuring quality control of tender dossiers, specifications for works, supply (including installation and commissioning) of equipment and services; • Conducting independent monitoring of work, supply (including installation and commissioning) of equipment and services; • Providing technical support during technical audit missions; • Providing quality control to local supplier services; • Providing occasional or regular advice on the project, both technically/scientifically and strategically, including: <ul style="list-style-type: none"> ○ Strategic project orientations and technical choices; ○ Risk management; ○ Internal and external knowledge exchange and networking; ○ Capitalization and dissemination of lessons learned; • Testing and commissioning: <ul style="list-style-type: none"> ○ Mid-term and final evaluations; ○ Hydraulic pressure tests; ○ Quality testing of water from treatment facilities; ○ System integration and performance tests; ○ Commissioning of monitoring and control systems; ○ Advise any operational issues or deficiencies; • Evaluations and post-implementation reviews: <ul style="list-style-type: none"> ○ Mid-term and final evaluations of project; ○ Performance review of water supply systems (reliability, capacity, water quality); ○ Community feedback and impact assessment; ○ Recommendations for future improvements or scaling.
<p>Type 4</p>	<p>Ad hoc consultancy for activity implementation, training and coaching</p> <p>The service provider may be requested to support implementation of activities and/or actions within the water sector.</p> <p>The support may include tasks such as:</p> <ul style="list-style-type: none"> • Offering ad hoc consulting for the implementation of activities; • Drafting of tender documents or ToRs for water related actions; • Advising on/Supporting the preparation and approval of O&M manuals; • Reviewing or creation of training manuals; • Advising on/Supporting the establishment of water supply management bodies or public-private partnerships; • Strengthening the capacities of institutional, public or private organizations and the skills of personnel involved in the water sector (management of infrastructures and supplies, institutional support, individual coaching, etc.); • Training of personnel for system management, operation, monitoring, maintenance;

	<ul style="list-style-type: none"> • Developing water usage policies, tariff structures, and customer service plans; • Engaging in Community Education Program (PEC); • Supporting the operationalisation and good governance of water supply systems; • Analysing/Revising National and International Water Regulatory Frameworks ensuring alignment with best practices and international agreements; • Overseeing projects involving multiple stakeholders, ensuring effective coordination and engagement with all parties involved; • Analysing emerging trends in the water sector; • Promoting technological innovation and integration of new technologies into public policies, ensuring that water strategies are forward-thinking and responsive to global changes.
--	---

5.4 METHODOLOGY

5.4.1 Information

Regardless of the type of task and sub-tasks requested from the consulting firm, the project requiring the service will ensure that the firm receives, in a timely manner, from project partners as well as from any contracting party directly or indirectly involved in the project's activities, all the necessary documents to carry out its tasks (architectural and technical plans, calculation notes, laboratory reports, tender documents, site reports, etc.).

5.4.2 Estimation of requirements

Considering the theoretical needs of the various projects, the estimated input is estimated 500-750 man-days over the entire duration of the framework contract, which is up to 4 years. Unfortunately, it will not be possible to distribute this demand evenly throughout the contract period. Periods of high demand followed by slowdowns are to be expected.

5.4.3 Reporting

In addition to the contractual documents required based on the specific nature of the mission, each service will result in a detailed report listing the identified weaknesses and shortcomings, along with recommendations and their follow-up. A final summary report will be provided upon completion of a task, especially when it involves multiple field missions.

These reports will be sent to the supervising official as well as to the concerned project; the latter will be responsible for communicating them to all relevant parties, primarily the project manager and/or the contracting company, as well as the relevant public administration. Reporting deadlines will be specified in the specific orders for each mission.

The consulting firm will commit to providing the project, with a copy to the contracting authority, with responses to any questions raised by the companies related to them, within the necessary timeframes to avoid disrupting the normal progress of the work.

Before approving the contractor's report, the project will be responsible for relaying to the contractor any requests for clarification from national partners as well as the local consulting firm regarding any recommendations in the provisional report, or dismissing them with justification. The contractor will then need to complete and/or justify its position, accepting or rejecting any proposed modifications. The contractor's professional responsibility will be exercised based on the production of a final approved document.

The deadlines available to the contractor for providing its agreement or comments upon receipt of the documents will be specified in the specific Terms of Reference for each mission and will generally range between 15 and 30 days.

5.4.4 Mission workflow

As much as possible, the supervising official will strive to propose a mission plan to the consulting firm as early as possible in the process. At the beginning of each year, they will take an inventory of the expected services from the various projects and inform the consulting firm. Despite this process, unforeseen requests based on specific field demands are to be expected.

A request in the form of Terms of Reference (TOR) detailing the expected services and desired execution time will be sent to the service provider via email.

Response from the contractor within 7 calendar days from the date of the request:

- A list containing the name(s) of the consultant(s) who will carry out the mission, selected from the proposed list in the bidder's offer and the identified local partners. The contractor must also indicate the name of the mission leader representing the consulting firm.
- A methodology for the intervention.
- A detailed proposed timeline for the order implementation.
- A calculation of costs based on agreed Man/Day tariffs fixed in the contract for the order execution.

Upon receiving and approving the documents listed above, the contracting authority confirms the order by sending a formal order letter, which serves as the award of the subsequent contract.

The order letter, sent via email, includes details of the expected services and desired execution timeframe. The service provider must acknowledge receipt of the order letter within two business days of its transmission.

The mission must start no later than 7 calendar days from the date the order letter was sent and must include:

- Online/presential briefings with Enabel's Representation in Mozambique before and at the beginning of the mission.
- Field mission(s).
- Remote support before and after the mission based on specific follow-up requests (if specified in the order).
- Completion of the tasks and sub-tasks requested.
- Drafting of the various reports, as stipulated in the Terms of Reference.
- Debriefing at the project level and Enabel's Representation in Mozambique.
- Formulation of any remarks by Enabel (deadlines will be mentioned in the specific order for each mission).
- Finalization and submission of the final summary report to Enabel (deadlines will be mentioned in the specific order for each mission).

5.5 TEAM COMPOSITION AND EXPERTS PROFIL

5.1.1 Key personnel

For each order, the consulting firm must provide key personnel meeting the required qualifications, as outlined in the forms under section 6.11:

1. Senior Expert in Rural Access to Water

- a. Minimum of seven (7) years of professional experience in implementation of water supply systems.
- b. Minimum of four (4) years of cumulative experience working in developing countries, particularly in rural settings in Africa.

This expert must also demonstrate the following specific competencies:

- Leadership experience in managing multidisciplinary teams and overseeing project implementation from concept to execution.
- Experience in managing operational planning, including resource allocation and budget management.
- Experience in design, supervision and implementation of rural water supply system projects with technologies and business models adapted to local contexts.
- Experience in designing, sizing, and preparing preliminary and detailed design studies (APS & APD), as well as drafting technical specifications, master plans and evaluating technical offers
- Skilled in conducting studies to inform project designs.
- Skilled in integrating sustainable practices into project designs to promote long-term viability and minimize environmental impact.
- Experience in consultation and validation with local communities, government bodies, private sector and development partners to ensure stakeholder needs are met.
- Experience in conducting water audits, diagnostics and making recommendations to improve water systems and their management.
- Proficiency in English and strong communication skills.

2. Water Infrastructures/Equipment Expert

- a. Minimum of seven (7) years of professional experience in the design, sizing, execution, and implementation of water supply infrastructures.
- b. Minimum of four (4) years of cumulative experience working in developing countries, particularly rural areas in Africa.

This expert must also demonstrate the following specific competencies:

- Leadership experience in managing multidisciplinary teams and overseeing project implementation from concept to execution.
- Experience in designing and implementing water infrastructure projects.
- Experience in designing, sizing, and preparing preliminary and detailed design studies (APS & APD), drafting technical specifications, master plans, and evaluating technical offers.
- Experience in conducting technical assessments and feasibility studies to inform project designs.

- Strong knowledge of construction techniques, materials used in water supply infrastructure, and water technologies (desalination, nature-based solutions, boreholes, wells, rainwater harvesting, etc.).
- Experience in site monitoring and quality control measures and ensuring compliance with technical specifications and safety standards.
- Experience in development of tools, procedures, and plans for sustainable operation management, maintenance of water equipment, and water quality monitoring.
- Proficiency in English and strong communication skills.

3. Integrated Water Resource Management (IWRM) Expert

- a. Minimum of five (5) years of professional experience in projects related to IWRM, including governance, business models and sustainable management of water resources.
- b. Minimum of four (4) years of cumulative experience working in developing countries, particularly rural areas in Africa.

This expert must also demonstrate the following specific competencies:

- Experience in conducting studies to inform project designs.
- In-depth understanding of IWRM principles, including water allocation, demand management, and the interconnectivity of water systems.
- Experience in formulating policies, regulatory framework and strategies for integrated management of water resources at local, national, and regional levels.
- Experience in design and implementation of context-adapted business models and governance models for water supply systems.
- Proven ability to facilitate multi-stakeholder dialogue involving various sectors (public, private, community) to foster collaborative decision-making and partnerships.
- Experience in training and empowering local institutions and communities to manage their water resources sustainably.
- Experience in establishing indicators and frameworks for assessing the effectiveness of IWRM strategies.
- Experience in water audits, diagnostics, and making recommendations to improve equipment performance, efficiency, and rational use.
- Proficiency in English and strong communication skills.

4. Water Market Expert

- a. Minimum of five (5) years of professional experience in water market analysis, including pricing, allocation, and trading mechanisms.
- b. Minimum of four (4) years of cumulative experience working in developing countries, particularly rural areas in Africa.

This expert must also demonstrate the following specific competencies:

- Experience in conducting studies and assessing water market dynamics, including pricing structures, allocation mechanisms, and economic incentives.
- Experience in developing and advocating for policies that promote efficient water use, equitable access, and sustainable management of water resources.

- Experience in conducting market audits and making recommendations to improve policies and governance tools.
- Experience in engaging with government agencies, private sector entities, and communities to understand their perspectives and incorporate them into market strategies.
- Proven ability to develop training and resources for stakeholders to understand and navigate water markets effectively.
- Strong background in conducting research and evaluations of water market interventions and their impact on communities and ecosystems.
- Proficiency in English and strong communication skills.

Multiple areas of expertise can be combined by a single expert, provided that the team has enough experts to respond to several similar requests simultaneously or in close succession.

The mission leader, responsible for the framework contract, will be one of the experts corresponding to profiles 1, 2 or 3.

It is the mission leader's responsibility to have a good knowledge and understanding of the tasks required of them in order to specify the composition of their team. The minimum key personnel listed above must be available according to the needs outlined in the methodology proposed by the bidder.

The composition of the team may vary from one assignment to another. However, if the assignments are spread out over time, continuity must be ensured.

The entire team must be willing to make frequent trips within Mozambique.

Each team member must hold a university degree (at least an Engineering or Master's degree, or equivalent qualification) corresponding to their function.

Each expert must demonstrate excellent proficiency in English (written and spoken). Proficiency in Portuguese is an asset for missions in Mozambique.

The establishment of a consortium between an international firm and one or more other firms located in Mozambique is encouraged.

5.1.2 Other team areas and experts profiles

During the execution of the contract, the contracting authority retains the right to expand the initial pool of experts and request additional expertise profiles from the contractor, as long as these profiles align with the objectives of this special terms of reference and are approved by the contracting authority. The execution and payment conditions for the services performed under this framework will remain the same as those specified in the contractor's offer. These expertise requests may cover areas such as skills development and knowledge transfer (organizational analysis, development of training plans, support for change processes, etc.); social engineering; project development capitalization and communication; systemic analysis and complexity analysis; OLMC; HIMO methodology; and the school-work approach, among others.

Apart from the key experts (4), the firm is requested to propose reference partners in the following fields, who will be available throughout the contract and under the contract terms:

1. Water quality experts with proven experience in monitoring and assessing water quality in various sources, including surface and groundwater.
2. WASH experts with proven experience in improving access to clean water and sanitation facilities, as well as promoting hygiene education and practices.
3. Hydrologists with proven experience in studying the distribution, movement, and properties of water, as well as developing models to predict water availability and quality.
4. Flood risk management experts with proven experience in assessing flood risk in vulnerable areas and developing mitigation strategies, as well as monitoring and evaluating effectiveness of flood risk reduction measures.
5. Water policy analysts or experts in institutional support and decentralization with proven experience in analysing existing water policies and regulations, conducting research to inform policy recommendations for sustainable water management.
6. Experts in skills development and knowledge transfer (institutional and organizational analysis, development of training plans, support for change processes, development of training programs in water and sanitation, "learning by doing" approach, etc.);
7. Experts in social engineering with proven experience in pricing, technical and financial monitoring of operators/user associations, IEC, stakeholder dialogue including water users, etc. Expertise in Community engagement, Gender and social inclusion;
8. Environmental experts with proven experience in social and environmental impact assessments, mitigation measures, climate change-related effects (climate downscaling), proficiency in data collection equipment for meteorology and hydrology, etc.;
9. Intersectoral experts with proven experience in WEF Nexus, especially in the nexus water/energy;
10. Experts in MEL, project capitalization and communication, with proven experience in developing M&E strategies and systems, skills in leading workshops, drafting thematic notes, practical guides, etc.;
11. Geographic Information System (GIS) experts with proven experience in mapping (including flood zones and risk management, hydraulic modelling);
12. Experts with proven experience in information management and new technologies.

The firm must be able to cover the above-mentioned skills throughout the contractual period. Several required profiles/competencies can be represented by a single person/CV. In the offer, experts must be identified by name according to their profile.

For each of the required skills, every expert must have at least three (3) years of experience, with a minimum of 2 experiences related to the key area.

5.1.3 Local Expertise

The firm must also provide pre-identified local expertise/firms that could be mobilized within 15 calendar days. This local expertise could cover, among others, following activities, among others:

- Analysis of the legal and institutional framework,
- Socio-economic surveys,
- Field data collection,
- Environmental and Social Impact Assessments (according to national standards),
- Capacity building,

- Topographic surveys,
- Stakeholder engagement,
- Tariffs structure and local market,
- Operation and maintenance of infrastructures,
- Supervision of works.

6 Forms

6.1 Identification form

To fill the form, please click here:

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

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

6.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹¹	
IBAN/ACCOUNT NUMBER ¹²	
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)

¹¹ 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.

¹² 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

Done at, on

Function:

Name and first name:

Signature:

6.4 ESPD

The ESPD form in annex of these Tender Documents must be filled and signed by the tenderers who are submitting bid physically in Maputo (not via the federal e-Procurement platform(<https://www.publicprocurement.be/>)).

This provision also applies to each participant when the tender is submitted by a group of economic operators. The signatures shall be issued by the person(s) competent or authorised to bind the tenderer.

6.5 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

6.6 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 joint venture. A group leader must be designated, and the power of attorney must be completed accordingly.

6.7 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹³ showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

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

The tenderer shall include in his tender a **recent certification**¹³ 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.

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

The tenderer shall include in his tender a **recent certification**¹³ (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.

¹³ In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.10 List of the main similar services

List of the **main similar services in the last three (3) years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services.

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

The services shall be proven as follows:

- in the case of services to public authorities, proof shall be provided in the form of certificates issued or countersigned by the competent authority.
- in the case of services to private persons, the services are certified by the latter or, failing that, they are declared to have been performed by the service provider.

6.11 Financial offer & tender form

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

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.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and **exclusive of VAT**:

	Unit	Unit Price Home	Unit Price Field
Senior Expert in Rural Access to Water			
Fees	Man/day	€	€
Water Infrastructure/Equipment Expert			
Fees	Man/day	€	€
Integrated Water Resource Management			
Fees	Man/day	€	€
Water Market Expert			
Fees	Man/day	€	€
Experts – other key areas			
Fees	Man/day	€	€
Local expertise			
Fees	Man/day	€	€
Percentage VAT		%	%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.12 Profiles of key experts

The bidder will complete the tables below for each proposed expert and attach their CVs to the offer. To be considered for selection, the experts' CVs must demonstrate that they meet the minimum requirements outlined below. The bidder will indicate which profile will serve as the Team Leader.

Rural Water Expert	Qualifications / Experience	Execution Year
Relevant university degree or equivalent experience		
Minimum of seven (7) years of professional experience in implementation of water supply systems.		
Minimum of four (4) years of professional experience working in developing countries, particularly in rural settings in Africa.		
Minimum of three (3) years in managing multidisciplinary teams and overseeing project implementation from concept to execution.		
Proven ability to manage operational planning, including resource allocation and budget management. (1)		
At least two (2) relevant experience in design, supervision and implementation of rural water supply projects with technologies and business models adapted to local contexts.		
At least two (2) relevant experience in designing, sizing, and preparing preliminary and detailed design studies (APS & APD), drafting technical specifications, master plans and evaluating technical offers.		
Skilled in conducting studies to inform project designs. (1)		
Skilled in integrating sustainable practices into project designs to promote long-term viability and minimize environmental impact. (1)		

Experience in consultation and validation with local communities, government bodies, private sector and development partners to ensure stakeholder needs are met. (1)		
Experience in conducting water audits, diagnostics and making recommendations to improve water systems. (1)		
Proficiency in English and strong communication skills.		
Knowledge of Portuguese (asset)		

Water Infrastructure/Equipment Expert	Qualifications / Experience	Execution Year
Relevant degree or equivalent experience		
Minimum of seven (7) years of experience in the design, sizing, execution, and implementation of water supply infrastructures.		
Minimum of four (4) years of cumulative experience working in developing countries, particularly rural areas in Africa.		
Minimum of three (3) years in managing multidisciplinary teams and overseeing project implementation from concept to execution.		
At least three (3) relevant experiences in designing and implementing water infrastructure projects.		
At least three (3) relevant experiences in designing, sizing, and preparing preliminary and detailed design studies (APS & APD), drafting technical specifications, master plans, and evaluating technical offers.		
At least three (3) relevant experiences in conducting technical assessments and		

feasibility studies to inform project designs.		
Strong knowledge of construction techniques, materials used in water supply infrastructure, and water technologies (desalination, nature-based solutions, boreholes, wells, rainwater harvesting, etc.).		
At least two (2) relevant experiences in site monitoring and quality control measures and ensuring compliance with technical specifications and safety standards.		
Experienced in development of tools, procedures, and plans for sustainable operation management, maintenance of water equipment, and water quality monitoring. (1)		
Excellent command of English (written and spoken)		
Knowledge of Portuguese (asset)		

Integrated Water Resource Management	Qualifications / Experience	Execution Year
Relevant degree or equivalent experience		
Minimum of five (5) years of experience in projects related to IWRM, including governance, business models and sustainable management of water resources.		
Minimum of four (4) years of cumulative experience working in developing countries, particularly rural areas in Africa.		
Experience in conducting relevant studies to inform project design. (1)		
In-depth understanding of IWRM principles, including water allocation,		

demand management, and the interconnectivity of water systems. (1)		
Skilled in formulating policies, regulatory framework and strategies for integrated management of water resources at local, national, and regional levels. (1)		
At least three (3) experiences in design and implementation of context-adapted business models and governance models for water supply systems.		
At least two (2) relevant experiences in facilitating multi-stakeholder dialogue involving various sectors (public, private, community) to foster collaborative decision-making and partnerships.		
At least two (2) relevant experiences in training and empowering local institutions and communities to manage their water resources sustainably.		
Experience in establishing indicators and frameworks for assessing the effectiveness of IWRM strategies. (1)		
Experienced in conducting water audits, diagnostics, and making recommendations to improve equipment performance, efficiency, and rational use. (1)		
Proficiency in English and strong communication skills.		
Knowledge of Portuguese (asset)		

Water Market Expert	Qualifications / Experience	Execution Year
Relevant degree or equivalent experience		
Minimum of five (5) years of experience in in water market analysis, including pricing, allocation, and trading mechanisms		
Minimum of four (4) years of cumulative experience working in developing		

countries, particularly rural areas in Africa.		
At least three (3) relevant experiences in conducting studies and assessing water market dynamics, including pricing structures, allocation mechanisms, and economic incentives.		
At least three (3) relevant experiences in developing and advocating for policies that promote efficient water use, equitable access, and sustainable management of water resources.		
At least two (2) relevant experiences in conducting market audits and making recommendations to improve policies and governance tools.		
At least two (2) relevant experiences in engaging with government agencies, private sector entities, and communities to understand their perspectives and incorporate them into market strategies		
Proven ability to develop training and resources for stakeholders to understand and navigate water markets effectively. (1)		
Strong background in conducting research and evaluations of water market interventions and their impact on communities and ecosystems. (1)		
Proficiency in English and strong communication skills.		
Knowledge of Portuguese (asset)		

6.13 Profiles of experts/partners for key domain areas

Name and Legal form	Address / Headquarter	Purpose

	''	

6.14 Subcontractors

Name and Legal form	Address / Headquarter	Purpose
	''	

6.15 Overview of documents to be submitted

1. Identification form;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. ESPD form
5. Integrity statement for the tenderer;
6. Power of Attorney;
7. Copies of recent documents showing the legal status and place of registration of the Tenderer (certificate of incorporation or registration...);
8. The document certifying that the tenderer is in order with the payment of social contributions.
9. The document certifying that the tenderer is in order with the payment of taxes.
10. List of similar services:
11. Financial offer & Tender form
12. Forms relating to Profile of key personnel
13. Form relating to Profiles of experts/partners for key domain areas
14. Subcontractors