



ELECTRICIDADE DE MOÇAMBIQUE, E.P

TENDER DOSSIER

PROCUREMENT OF CONSULTING SERVICES

for

“Creating the Workforce of the Future”

**Consulting Services for Introduction of LMS and eLearning at
Electricidade de Moçambique, E.P. (EDM)**

Financed by



CONTENTS

Invitation to Tender

Section 1. Tender Information Sheet (TIS)

Section 2. Instructions to Tenderers (ITT)

Section 3. Standard Forms

Section 4. Terms of Reference (ToR)

Section 5. Draft Contract

Annex I Sida Procurement Guidelines (SPG)

Letter of Invitation

**“Creating the Workforce of the Future”
Consulting Services for Introduction of LMS and eLearning at
Electricidade de Moçambique, E.P. (EDM)**

Consultant Services financed by Sida

Electricidade de Moçambique (“the Client”) now invites eligible Tenderers to submit a Tender for the following consulting services (“the Services”) “Introduction of LMS and eLearning at Electricidade de Moçambique, E.P. (EDM)”, as further described in the Terms of Reference (“the TOR”) found in the Tender Dossier. Sida will finance the “Services” by making a necessary budget available.

1. The procurement of the “Services” will be undertaken as Open Tendering in accordance with Sida Procurement Guidelines (SPG) and will follow the procedures described in the attached “Instructions to Tenderers” and “Tender Information Sheet”.
2. The firm selected will be required to enter into a contract with the Client based on the Draft Contract found in the Tender Dossier.
3. This Tender Dossier includes the following documents:
 - Letter of Invitation;
 - Section 1. Tender Information Sheet – TIS;
 - Section 2. Instructions to Tenderers – ITT;
 - Section 3. Standard Forms;
 - Section 4. Terms of Reference (ToR);
 - Section 5. Draft Contract;
 - Annex I Sida Procurement Guidelines (SPG), June 2004
4. For information on the general and specific rules and procedures for the preparation and submission of Tenders, please study carefully the Instructions to Tenderers, the Tender Information Sheet and the Checklist attached to Form 3A.
5. Please inform us, if you will submit a tender. Please provide also the name and e-mail address of your contact person, in order to promptly receive any clarifications or amendments to this Tender Dossier.

Yours sincerely,



Fátima Arthur
Executive Board Member

Timetable in Summary

<i>Activities</i>	<i>Date and Time</i>	<i>Instructions</i>
Request for Clarifications	No later than 10 days prior to submission date	All requests for clarifications must be presented in writing by e-mail directly to the client's contact persons as specified in TIS section 2.1
Pre-Tender Meeting	Not applicable	Not applicable
Deadline for Submission of Tenders	14 February 2019 at 15:00 hrs local time	
Planned Time Period for Contract Negotiations	April 2019	
Planned Commencement Date	September 2019	

SECTION 1. TENDER INFORMATION SHEET (TIS)

The Tender Information Sheet –TIS provides specific tender information to Tenderers related to the preparation and submission of Tenders for the “Services” that supplements the Instructions to Tenderers (ITT). Both sections should be carefully reviewed and read together by the Tenderer in its preparation of the Tender. It must be clearly understood that failure to comply with the detailed requirements of the Tender Dossier may lead to the rejection of the Tender. Tenderers should also closely study the Sida Procurement Guidelines (SPG) adopted in June 2004.

Tender Data

ITT Clause	References	Tender Information Data
1	General Information	
1.1	<i>Name of the Client:</i> <i>Phone:</i> <i>Fax:</i> <i>E-mail:</i> <i>Contact person:</i> <i>Address :</i>	Electricidade de Moçambique, +258 84 3944298 +258 82 0926690 academy@edm.co.mz Fabião Cumbe – Academy Director Eduardo Mondlane Ave. 1352, P.O. Box 2532, Maputo, Mozambique
	<i>Name of the “Services”</i>	“Introduction of LMS and eLearning at Electricidade de Moçambique, E.P. (EDM)”
	<i>The “Services”</i>	This programme is expected to deliver the following immediate results: <ol style="list-style-type: none"> 1. A set of online training modules produced, tested and rolled out to different staff groups at EDM, covering the Ethics Code, skills transfer from retiring staff, promotion of technical training for women, occupational safety and environmental protection. 2. Learning Management System (LMS) installed and integrated with EDM's HR system software. 3. Equipment and software in place to produce and deliver e-learning on different devices and at various EDM premises and training centres. 4. LMS administration and management capacity within EDM, including eLearning monitoring procedures, linked to EDM's Key Performance Indicators (KPIs). 5. EDM Academy staff able to develop and produce online modules for training and to procure production support. 6. Capacity of EDM trainers to professionally perform blended training. 7. At least two additional training modules produced in-house by EDM staff and rolled out.

ITT Clause	References	Tender Information Data
	<i>Procurement Guidelines</i>	Sida Procurement Guidelines (SPG), June 2004
	<i>Procurement Method</i>	Open Tendering
	<i>Selection and Evaluation Variant</i>	Quality and Cost Based Selection (QCBS)
1.2	<i>Eligibility</i>	Open to all firms and individuals from any country with the exception of firms or individuals that are prohibited from participation by any action taken in compliance with a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN (SPG 2.2)
1.3	<i>Pre-Tender Meeting</i>	NA
1.5	<i>Downstream Work:</i>	No
1.7	<i>Formal Qualification Requirements</i>	The Tenderer shall furnish satisfactory evidence with its Tender that the firm meets all obligations under Clause 1.7 a-d) in the Instructions to Tenderers (ITT – Section 2). Failure to do this may be a ground for rejection of the Tender.

ITT Clause	References	Tender Information Data
1.8	<i>Minimum Financial and Technical Requirements</i>	<p><u>Minimum Financial Qualification Requirements</u></p> <p>The tenderer must have a solid financial base. The tenderer's latest approved annual accounts must show a liquidity ratio not less than 1 (one) and a solvency ratio not less than 15%.</p> <p>In case lower figures than the required are shown, the tenderer may still be regarded as qualified if the tenderer, in its tender, can present an explanation demonstrating that the tenderer is in a corresponding position of financial and economic stability, e.g. a guarantee issued by a parent company.</p> <p>The tenderer must sign and submit Standard Form 3E and (i) confirm that the above stated requirements are fulfilled and, if not, provide the required explanation, and (ii) confirm that the latest annual accounts (not older than two years) are approved by the auditors. Please note that Form 3E shall be submitted with the Technical Proposal.</p> <p>If a consortium or a joint venture submits a tender, each individual partner must provide the required information or documentation. However, this is not mandatory for sub-consultants.</p> <p>The tenderer shall on request submit the latest approved (not older than two years) annual accounts.</p> <p><u>Minimum Technical Qualification Requirements</u></p> <ul style="list-style-type: none"> - Proven experience in development and roll-out of training programs in African countries - Proven experience of producing e-learning - Ability to work in both English and Portuguese - Documented Quality Management System - Documented Corporate Code of Conduct - Documented Environmental Policy
2 Clarification and Amendments		
2.1	<i>Request for Clarifications</i>	Requests for Clarifications must be received by the Client by e-mail at the e-mail address stated in Clause 1.1 above no later than 10 days prior to submission date. Response will be given in writing and sent by e-mail to all Bidders.
3 Preparation of Tenders		
3.1	<i>Language of the Tender</i>	English
3.3 (ii)	<i>Estimated Number of Professional Staff-weeks</i>	100 weeks
3.3 (vii)	<i>Language of Reports</i>	Reports prepared as part of the "Services" must be prepared in the same language as the Tender Dossier.

ITT Clause	References	Tender Information Data
3.4	<i>Limitation of Number of Pages of the Technical Proposal</i>	The extent of pages should desirably not exceed the following numbers:
(i)	<i>Summary of Technical Proposal</i>	6 pages
(ii)	<i>Bidder's Organisation and Experience</i>	6 pages
(iii)	<i>Approach and Methodology</i>	10 pages
(iv)	<i>CV's (each)</i>	3 pages
3.4 (vi)	<i>Distribution of Time Spent between Field Office and Home Office</i>	The main part of the assignment shall be performed in Mozambique. The home office work for the Consultant shall be strictly limited to activities that are necessary for efficiency purposes to be carried out as non-field activities, and that do not have a negative impact on the assignment objectives.
3.4 (ix)	<i>Association Arrangements</i>	The Bidder may associate with sub-consultants (firms) under the conditions specified in 3.4 (ix) provided the proportion of the contract intended to be executed by the sub-consultants does not exceed 30% of the total contract amount. The formation of joint ventures is allowed.
3.6	<i>Local Expenditure</i>	NA
3.7	<i>Currency</i>	SEK
3.10	<i>Tender Validity Period</i>	Tenders shall be kept valid for 120 days beyond the deadline for submission of Tenders.
4	Submission, Receipt, and Opening of Tenders	
4.1	<i>Submission Rules</i>	<p>The Technical Proposal and Financial Proposal shall be submitted in one original and three copies, respectively, in the language of the Tender as specified under Clause 3.1 above.</p> <p>The original and the three copies of the Technical Proposal shall be placed in a separate and sealed inner envelope clearly marked "Technical Proposal"; and the original and the three copies of the Financial Proposal shall also be placed in a separate and sealed inner envelope clearly marked "Financial Proposal" and warning "Do not open with Technical Proposal". <i>Please note that no information regarding the Financial Proposal shall be included in the envelope containing the Technical Proposal as this will lead to immediate rejection of the tender.</i></p> <p>Both envelopes shall be marked with the name and address of the Bidder and placed into an outer envelope that shall be sealed and sent to the Client. The outer envelope shall be marked as indicated in 4.2.</p>

ITT Clause	References	Tender Information Data											
4.2	Outer Envelope Marking	<p>The Submission Address is the same as stated in Clause 4.3 below.</p> <p>The outer envelope shall be marked: “Introduction of LMS and eLearning at Electricidade de Moçambique, E.P. (EDM)”</p> <p>The name and address of the Bidder shall be written on the outer and the inner envelopes.</p> <p>The outer envelope should be marked: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER COMMITTEE."</p>											
4.3	Deadline for Submission of Tenders	<p>The Tender comprising the Technical and Financial Proposals must be received by the Client at the address stated in Clause 1.1 not later than 14 February 2019 at 15:00 hours local time.</p>											
5 Tender Evaluation Procedure													
5.3	Technical Evaluation System	<p>Technical Evaluation Criteria</p> <p>Firm’s Experience</p> <ul style="list-style-type: none">- Experience in developing and implementing competence strengthening strategies and related e-learning production, preferably in an industry/utility or large corporate context, during the past 5 years--Quality of e-learning produced by the firm, verified by web-links, demos or screen shots of at least two digital training modules, including verification of impact (success metrics) <p>Approach and Methodology</p> <ul style="list-style-type: none">- Understanding of the requirements- Adequacy of the proposed methodology and time plan <p>Qualifications and competence of the key staff for the assignment in relation to requirements in the ToR</p> <ul style="list-style-type: none">- Team leader qualifications- Relevant expertise of other proposed experts- Team composition and gender balance- Team members’ language skills, familiarity with conditions of countries in Sub-Saharan Africa <p>Total Points:</p>	<p>Max Points</p> <p>20</p> <p>10</p> <p>10</p> <p>40</p> <p>10</p> <p>30</p> <p>40</p> <p>15</p> <p>15</p> <p>5</p> <p>5</p> <p>100</p>										
	The rating system is the procedure for calculating number of points for the technical evaluation criteria. For example, a criterion of max. 20 p. evaluated as “Good” will receive 0,8 x 20 = 16 points.	<p><u>Rating System</u></p> <table><tr><td>Poor¹</td><td>0%</td></tr><tr><td>Not entirely satisfactory²</td><td>40%</td></tr><tr><td>Satisfactory³</td><td>60%</td></tr><tr><td>Good⁴</td><td>80%</td></tr><tr><td>Very Good⁵</td><td>100%</td></tr></table>	Poor ¹	0%	Not entirely satisfactory ²	40%	Satisfactory ³	60%	Good ⁴	80%	Very Good ⁵	100%	
Poor ¹	0%												
Not entirely satisfactory ²	40%												
Satisfactory ³	60%												
Good ⁴	80%												
Very Good ⁵	100%												

¹ Not sufficient

² Sufficient in some aspects but not as a whole

ITT Clause	References	Tender Information Data
	<i>Minimum Technical Score</i>	A Technical Proposal shall obtain a minimum of 70 points as a condition for further evaluation
5.7	<i>Financial Evaluation Formula</i>	$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Proposal under consideration.
5.8	<i>Allocation of Weights</i>	Tenders will be ranked according to their combined technical and financial scores using the weights $T = [0, 80]$ $P = [0, 20]$ (T+P shall be equal to 1)
6	Negotiations	
6.1	<i>Place for Negotiations</i>	Pre-award negotiations are planned to take place at the following address: Eduardo Mondlane Ave. 1152, Maputo, Mozambique
7	Award of Contract	
7.2	<i>Commencement of "Services"</i>	The Consultant is expected to commence the "Services" in September 2019

³ Sufficient but lacks substantial advantages or has uneven quality

⁴ Adequate and well suited to the purpose

⁵ Gives added value and shows high quality on the whole

SECTION 2. INSTRUCTIONS TO TENDERERS (ITT)

1 General information

- 1.1 *"The Client"* named in the **Tender Information Sheet – TIS** will select a firm among eligible Tenderers, for providing the consulting services required for *"the "Services"'* named in the TIS, in accordance with the *"Procurement Guidelines"* specified in the TIS using the *"Procurement Method"* and the *"Selection and Evaluation Variant"* indicated in the TIS. The Client has applied to Sida (the Swedish International Development Cooperation Agency) for financing of the services, and Sida will provide such financing in accordance with *the Agreement* concluded between Sida and the Cooperation Partner.
- 1.2 *"Eligible Tenderers"*, as specified in the TIS, interested in and qualified to perform the services should submit a Tender consisting of a Technical Proposal and a Financial Proposal based on the information and instructions provided in this Tender Dossier. Failure to submit a Tender in conformity with and containing all the information required in this Tender Dossier may result in the rejection of the Tender. The Tender, if successful, will form the basis for future negotiations and may, ultimately, result in a contract between the selected firm and the Client, based on the Contract Conditions provided with this Tender Dossier.
- 1.3 To obtain more detailed and clarifying information on the "Services" and to receive responses to requests for clarifications, Tenderers may be invited, if found appropriate, to attend a *"Pre-Tender Meeting"*, including when possible a site visit. Attending the pre-tender meeting is optional. Tenderers are not allowed to contact the Client in order to arrange an own separate visit between the date of invitation to tender and the deadline for submission of tenders.
- 1.4 Please note (i) that the cost of preparing and presenting the Tender and of negotiating a contract, including any trips, is not reimbursable as a direct cost of the "Services"; and (ii) that the Client is not bound to accept any of the Tenders submitted.
- 1.5 Sida policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for the Project, and any of their affiliates, shall be disqualified

from providing consulting services for the Project. Conversely, firms hired to provide consulting services for the preparation or implementation of the Project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the Project.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

The resulting contract with the selected Tenderer may, when continuity is essential, be extended to include "*Downstream Work*". In such case this possibility shall be indicated in the TIS and the factors used for the selection of the Tenderer should take the likelihood of continuation into account.

- 1.6 Sida requires clients as well as consultants to observe the highest standard of ethics during the selection and execution of consultancy contracts financed by Sida. In pursuance of this policy, Sida requires that all parties concerned take measures to ensure that contracts and purchase orders relating to Sida financing are not used as devices for the transfer of gifts, payments or other benefits to public officials and/or procurement management/staff members with decision making responsibility or influence.

For the purpose of this provision, the terms set forth below shall have the following meaning:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official, or the threatening of injury to person, property or reputation in connection with the procurement process or in contract execution in order to obtain or retain business or other improper advantage in the conduct of business; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client and includes collusive practices among tenderers (prior to or after submission of tenders) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.

Sida reserves the right where a client, firm or individual has been found by a judicial process, or an official enquiry undertaken by any of the IFIs or bilateral donors, or by an independent review of Sida, to have engaged in corrupt or fraudulent practices to cancel all Sida financing for such client, firm or individual. In a contract financed by Sida, a provision shall be included requiring firms or individuals to permit Sida to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Sida.

- 1.7 The Tenderers shall, unless otherwise stated in the TIS, meet the following *Formal Qualification Requirements as listed below*.

A Tenderer is required to include in its Tender evidence in the manner as stated in the TIS, that it:

- a) is registered by a national Registrars of Companies and a Trade Association (Patent och Registreringsverket, PRV or a corresponding national official register for non- Swedish firms);
- b) is registered for declaration and payment of value added tax or a similar sales tax in accordance with national legislation;
- c) has declared preliminary taxes for staff and employee contributions; and
- d) is free from debts regarding taxes and social security contributions.

Failure to furnish such information may be a ground for rejection.

A Tenderer not registered by the PRV or by a corresponding national official register as well as one not registered for declaration and payment of value added tax in accordance with national legislation, when so is required, will be excluded from participation in the tender proceedings.

- 1.8 As indicated in the Letter of Invitation, in case no shortlist is established, any interested firm may submit a Tender. However, only Tenderers who meet the *“Minimum Technical and Financial Qualification Requirements”* as specified in the TIS, will be subject to further evaluation.
- 1.9 A Tenderer may be excluded from the evaluation and the award of a contract, who:
- a) is bankrupt or is being wound up, whose affairs are being administered by court, who has entered into an arrangement with creditors, who has suspended business activities or who is subject of an injunction against running business by court;
 - b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by court, or for an arrangement with creditors or of any other similar proceedings;
 - c) has been convicted of an offence concerning his professional conduct by a court;
 - d) has been found guilty of grave professional misconduct;
 - e) has not fulfilled obligations relating to payments of taxes or social security contributions.

- 1.10 When so mentioned in the Letter of Invitation , Sida may have agreed with the Client to provide procurement assistance in the engagement of the Consultant firm by the retaining of a Procurement Expert Team

2 Clarification and Amendments to the Tender Dossier

- 2.1 Tenderers may request a clarification of any of the documents of the Tender Dossier *“up to the Number of Days”* indicated in the TIS before the Tender submission date. Any request for clarification must be sent in writing by paper mail, fax or electronic mail to the Client’s Address indicated in the TIS. The Client will respond by paper mail, fax or electronic mail to such requests and will send copies of the response to all Tenderers who have announced to the Client their intent to submit proposals. Responses to the Request for Clarifications may also be prepared in conjunction with a Pre-tender Meeting, if arranged.
- 2.2 At any time before the submission of Tenders, the Client may, for any reason, modify the Tender Dossier documents by amendment. The amendment will be sent in writing by paper mail, fax or electronic mail from the Client to all consultants who have announced to the Client their intention to submit Tenders and will be binding on them. The Client may at its discretion extend the deadline for the submission of Tenders.

3 Preparation of Tenders

- 3.1 Tenderers are requested to submit the Tender, composed of a Technical Proposal and a Financial Proposal, written in *“the Language”* indicated in the TIS. The Tender should be concise, written in a clear language, and should not contain excessive material. Tenders, which materially deviate from the guidelines given below, may be rejected. Both the Technical Proposal and the Financial Proposal shall be signed by authorised representative(s) of the Tenderer. In case authority to sign is not by registration, a power of attorney shall be included with the Tender. The original Tender shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Tenderer itself. Any such corrections must be initialled by the persons or person who sign(s) the Tender. An authorized representative of the Tenderer shall initial all pages of the Financial Proposal.

Technical Proposal

- 3.2 In preparing the Technical Proposal, Tenderers are expected to examine the documents comprising this Tender Dossier in detail. Material deficiencies in providing the information requested may result in rejection of a Tender.
- 3.3 While preparing the Technical Proposal, Tenderers must give particular attention to the following:

- (i) If a Tenderer considers that it does not have all the expertise for the "Services", it may obtain a full range of expertise by associating with individual consultant(s) and/or, when so allowed and stated in the TIS, other eligible firms or entities in a joint venture relationship or sub-consultancy, as appropriate.
- (ii) For assignments on a staff-time basis, "*the Estimated Number of Professional Staff-months*" is indicated in the TIS, when so found appropriate. The Tender shall, however, be based on the number of professional staff-months estimated by the Tenderer.
- (iii) When found appropriate, the *Ceiling Budget* for the "Services" is given in the TIS.
- (iv) It is desirable that the majority of the key professional staff proposed be permanent employees of the Tenderer or have an extended and stable working relationship with it.
- (v) Proposed professional staff must, at a minimum, have the experience indicated in the TOR, preferably working under conditions similar to those prevailing in the country of the "Services".
- (vi) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vii) Reports to be issued by the consultants as part of these "Services" must be in the "*Language(s)*" specified in the TIS.

3.4 The Technical Proposal should provide the following information, using the attached standard forms:

- (i) **Summary of the Technical Proposal**
Description of key features of the Technical Proposal, the special competence provided by the Tenderer, and the main objectives as perceived by the Tenderer. This section should be limited to the "*Number of Pages*" indicated in the TIS.
- (ii) **Tenderer's Organisation and Experience**
A brief description of the Tenderer's organisation and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Tenderer's involvement. This section should be limited to the "*Number of Pages*" indicated in the TIS, but may be supplemented by reference lists and brochures.

(iii) **Approach and Methodology**

A short description of the methodology, for each item⁶, by which the Tenderer proposes to execute the services, including any field work, on-the-job training, transfer of know-how or similar activity included. The description should follow closely the structure of the TOR, provide comments (if any) to the TOR and indicate for each item tangible output and its format. For each item, any data, services, and facilities expected to be provided by the Client, shall be listed. This section should be limited to the “*Number of Pages*” indicated in the TIS.

(iv) **CV's**

CVs of each individual team member in the format specified in Section 3. Standard Forms shall be submitted with the Tender. CVs have to be signed by the proposed staff member and the authorized representative submitting the Tender, when so expressly required by the TOR. Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years. A letter of willingness and availability to participate on an exclusive basis with the Tenderer for the proposed “Services” is required from all independent consultants, (not employed with the Tenderer). Each CV should be limited to the “*Number of Pages*” indicated in the TIS.

(v) **Work Plan/Time Schedule**

The work programme should include (i) an organisation chart, (ii) a bar chart of items and sub-items and graphics, or PERT methodology, of the work plan proposed by the Tenderer, where each item should be broken down in sub-items, with start date, completion date, and milestones (e.g. reports) clearly indicated.

(vi) **Team Composition**

Project management arrangements, the composition of the core team, a description of each individual on the core team, his/her specific responsibility and tasks, and expected local consultants' participation. The team leader should be specifically identified. The members of the support team should also be described to the extent required by the TOR. The Tenderers are encouraged to include both women and men in their team.

(vii) **Total Time Input**

Estimate of the total staff input of time (core team and support staff) to be provided to carry out the “Services” indicating for each month and each core team member amount of time spent in the country of the “Services” and amount of time spent in the Tenderer's home country.

⁶ Items = “activities” to be carried out in self-contained assignments such as feasibility studies and project designs; = “tasks” for which the consultants will be responsible in assignment consisting mainly in the provision of specialized staff.

"Time spent" by foreign consultants *"in the home office"* shall be limited as indicated in the TIS.

(viii) **Eligibility and Minimum Qualification Requirements**

Documentary evidence that the Tenderers comply with the requirements stated in Sub-clauses 1.2 and 1.8.

(ix) **Association Arrangements**

The proposed *Association Arrangements*, if any allowed as indicated in the TIS, shall be clearly indicated in the Tender. A letter of association agreement from an included sub-consultant(s) agreeing to exclusively associate with the Tenderer shall be attached to the Tender.

In case the formation of a joint venture is allowed, as indicated in the TIS, the Tender shall be signed by all partners of the joint venture, so as to legally bind all partners, jointly and severally, and the tender shall be submitted with a copy of the joint venture agreement providing for joint and several liability with respect to the contract, including the nomination of the lead firm of the joint venture.

(x) **Facilities**

If applicable, in addition to the facilities provided by the Client as described in the TOR, the Tenderer shall provide an estimation of requirements for office and other related facilities, staff accommodation requirements, that the consultant will use in the field for carrying out the proposed services and of which would have to be covered by the budget of the contract.

- 3.5 The Technical Proposal shall not include any financial information relating to the cost of the "Services".

Financial Proposal

- 3.6 The Financial Proposal should follow the financial proposal form attached to the Tender Dossier. It should list all costs associated with the "Services", including as applicable and indicated in the financial proposal form, (a) remuneration for staff (foreign and local, in the field and at home office), and (b) reimbursable expenses such as subsistence (daily allowances, hotel costs, and housing), transportation (international and local, for mobilization and demobilization), office rent, international telecommunication, insurance, printing of documents, surveys, and training, if it is a major component of the assignment and (c) equipment (vehicles, office equipment, furniture, and supplies). If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditure. *"Local expenditure"* incurred by the consultant (not provided by the Client) may, as indicated in the TIS, be eligible with no restriction or up to a certain percent (X %) of the contract amount in accordance with the Agreement. The Consultant shall economize as much as possible with regard to reimbursables, by e.g. using economy class travel when possible, and by avoiding to split activities to be performed

in the country of the "Services". The Consultant shall be responsible for all direct and indirect tax liabilities (if any) arising out of, or connected to, the performance of the services wherever they arise, including but not limited to the country of the "Services".

- 3.7 Costs must be expressed, and will be paid, in SEK (Swedish Kronor), unless any other *currency* in addition to SEK is accepted as specified in the TIS. Costs shall be specified exclusive of VAT.
- 3.8 There shall be no commissions and gratuities, paid or to be paid by consultants and related to the "Services" included in the Financial Proposal.
- 3.9 The Client and Sida will retain the right to audit, both during and after the services, the selected firm's accounts and cost records relevant to the services.
- 3.10 The Tenders shall remain "*Valid for the Number of Days*" after the submission date indicated in the TIS. During this period, the Tenderers are required to keep available the professional staff proposed for the "Services". The Client will make its best effort to complete negotiations within this period. If the Tender validity period is extended, the Tenderers have the right not to maintain the validity of their Tenders.

4 Submission, Receipt, and Opening of Tenders

- 4.1 The Technical Proposal shall be prepared in one original and in the "*Number of Copies*" as indicated in the TIS. The Financial Proposal shall be prepared in one original and in the "*Number of Copies*" as indicated in the TIS. The Proposals should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.2 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the "*Submission Address and Other Information*" indicated in the TIS and be "*Clearly Marked*" as indicated in the TIS.
- 4.3 The completed tender comprising the Technical and Financial Proposals must be delivered at the submission address on or before the "*Submission Time and Date*" stated in the TIS. Any Tender received after the deadline will be returned unopened
- 4.4 The Technical Proposals shall be opened immediately after the closing time for submission of Tenders by a committee of at least three officials in a non-public session. Tender opening minutes shall be prepared. The Financial

Proposals shall remain sealed and deposited in safe custody until the Technical Proposals have been evaluated.

5 Tender Evaluation Procedure

General

- 5.1 From the time the Tenders are opened to the time the contract is awarded, if any Tenderer wishes to contact the Client on any matter related to its Tender, it should do so in writing (paper mail, fax or electronic mail) at the contact address indicated in the TIS. Any effort by the Tenderer to influence the Client in the tender evaluation, tender comparison or contract award decision may result in the rejection of its Tender
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including Sida's review and issuance of a "no objection" letter, is concluded.

Evaluation of Technical and Financial Proposals

- 5.3 The Client will appoint three members to an evaluation committee that will carry out the evaluation of the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the "*Evaluation Criteria and Point System*" specified in the TIS. The technical evaluation should commence with the assessment of the Tenderers' qualifications to determine that the minimum qualification requirements are met, thereby being eligible to participate in the tender proceedings. The preparation and evaluation of Tenders will, if so required by Sida and indicated in the Invitation to Tender and the TIS, be performed with the assistance of a consultant.. Each responsive Technical Proposal will be given a technical score (St). A Tender shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the "*Minimum Technical Score*" indicated in the TIS.
- 5.4 The evaluation committee may interview the key experts proposed in the technically compliant tenders, after having established its written provisional conclusions but before concluding the technical evaluation. The date and time of any such *interview*, if any, will be confirmed or notified to the Tenderers in advance and given sufficient notice.
- 5.5 The name of the Tenderer, the quality scores, and the proposed prices shall be recorded when the Financial Proposals are opened. The Client shall prepare minutes of the opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are formally correct, complete and check for any computational errors. Computational errors will be corrected at the Client's discretion. In case a Ceiling Budget has been specified in the TIS, Financial Proposals that exceed this budget will run the risk to be rejected.

- 5.7 The lowest Financial Proposal (price= F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be “*Computed*” as indicated in the TIS. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the “*Weights*” (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the TIS: $S = S_t \times T + S_f \times P$. The Tenderer achieving the highest combined technical and financial score will be invited for negotiations.

6 Negotiations

- 6.1 Negotiations between the Client and the invited firm will be held at the “*Address for Negotiations*” indicated in the TIS. The aim is to reach agreement on all out-standing points and record the agreement reached in the Minutes of Negotiation, which shall be signed by both parties. The representative conducting negotiations on behalf of the consulting firm shall have written authority to negotiate the financial and other terms and to conclude a binding agreement. The agreed Minutes of Negotiation will form part of the Contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the Tenderer to improve the Terms of Reference. The Client and the firm will record in the Minutes of Negotiation any agreed changes to the Terms of Reference, the proposed staffing, the Work Plan and the proposed Time Schedule. During negotiations, special attention should be paid to optimising the required outputs from the firm within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the “*Services*”.
- 6.3 If a firm or a joint venture submits a tender, each individual partner must provide a letter of intent to the Client's country (if any), and how it will be reflected in the contract and will reflect the agreed technical modifications in the cost of the services. Tax issues related to Sida's financing shall be addressed in the Agreement concluded between Sida and the Cooperation Partner, but Sida is not liable under any circumstances to the Tenderers for the correct application of tax laws and regulations in the country of the Client. The financial negotiation will review the reimbursables with regard to Clause 3.6 above. The financial negotiations will not, unless there are exceptional reasons, involve the remuneration rates for staff.
- 6.4 During contract negotiations, the Client will require assurances that the proposed experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the “*Services*”. If this is not the case and if it is established that key staff were offered in the Tender without confirming their availability, the firm may be disqualified.

- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. The initialled contract and the Minutes of Negotiation shall be submitted to Sida for its review and “no objection” prior formal signing of the contract may take place between the parties. If negotiations fail, the Client will invite the firm that received the second highest score to contract negotiations.

7 Award of Contract

- 7.1 Following successful negotiations and subject to the issuance by Sida of its “no objection” to the draft contract, the contract shall be duly signed by both parties. After the contract has been signed, the Client will promptly notify in writing other Tenderers who submitted Tenders that they were unsuccessful and attach for their review the tender evaluation report.
- 7.2 The firm is expected to commence the “Services” on the “*Date and at the Location*” specified in the TIS.
- 7.3 *Payments* under the resulting contract will be made in accordance with the procedures and under the conditions specified in the draft Contract in conformity with the provisions of the Agreement or as otherwise determined by Sida as indicated in the TIS.

8 Confidentiality

- 8.1 Information relating to evaluation of Tenders and recommendations concerning awards shall not be disclosed to the Tenderers who submitted the Tenders or to other persons not officially concerned with the process, until Sida’s “no objection” to the contract has been obtained. In case Sida being the contracting party the tender evaluation process from the date of issuance of the invitation to tender up to the award of contract is confidential.

9. Client’s right to accept or to reject any tender

- 9.1 The Client reserves the right, subject to Sida’s “no objection”, to accept or reject any tender, and to cancel the tender process and reject all tenders at any time prior to award of the contract, without thereby incurring any liability to the affected tenderer or tenderers.

SECTION 3. STANDARD FORMS

The following standard forms shall be used by the Tenderers in their preparation of the Tenders:

Technical Proposal

- Form 3 A. Technical Proposal Submission Form, including checklist for fulfilment of minimum formal, financial and technical qualification requirements
- Form 3 B. Information on Reference Assignments for which your firm, either individually or as one of the major companies within an association, was legally contracted.
- Form 3 C. Composition of team, staff time
- Form 3 D. Curricula Vitae of Proposed Professional Staff
- Form 3 E. Minimum Financial Qualification Requirements

Financial Proposal

- Form 3 F. Financial Proposal Submission Form
- Form 3 G. Financial Proposal Form

Form 3A. Tender Submission Form

To: [Name and address of Client](#)

[Location, Date](#)

Ladies/Gentlemen:

Consulting Services: [Name of the Assignment, Contract Number](#)

We, the undersigned, offer to provide the consulting services for the above mentioned project in accordance with your Invitation to Tender, and our Tender. We are hereby submitting our Tender, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We, the undersigned, confirm that the firm and any associates are not in any position subject to or guilty of any of the issues specified in ITT clause 1.9 a) – e).

If negotiations are held during the period of validity of the Tender, i.e., before [state date](#) we undertake to negotiate on the basis of the proposed staff. Our Tender is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Tender you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Attachment:

Checklist for Fulfilment of Formal and Minimum Qualification Requirements

Checklist for Fulfilment of Formal and Minimum Qualification Requirements

Please indicate in the right column where in your proposal that the evidence of fulfilment of the minimum qualification requirements can be found.

Ref.	Documents and information included in the Technical Proposal	Page number(s) in the Technical Proposal
Form 3A	Tender Submission Form (completed and signed)	
ITT 1.7 a)	Copy of registration by a national Registrars of Companies and a Trade Association or similar in accordance with national legislation	
ITT 1.7 b)	Copy of registration for declaration and payment of value added tax or a similar sales tax in accordance with national legislation	
ITT 1.7 c)	Evidence that the Tenderer has declared preliminary taxes for staff and employee contributions	
ITT 1.7 d)	Evidence that the Tenderer is free from debts regarding taxes and social security contributions	
ITT 1.8	Form 3E: Minimum financial qualification requirements (ticked as appropriate and signed)	
ITT 1.8	Evidence that the Tenderer has experience in development and roll-out of training programs in African countries	
ITT 1.8	Evidence that the Tenderer has experience of producing e-learning	
ITT 1.8	Evidence that the Tenderer has ability to work in both English and Portuguese	
ITT 1.8	Documented Quality Management System	
ITT 1.8	Documented Corporate Code of Conduct	
ITT 1.8	Documented Environmental Policy	

Form 3B. Firm's ReferencesFirm's Name: [state name](#)Ref. no: [state ref.](#)**Relevant Services Carried out in the Last Five (5) Years That Best Illustrate Qualifications**

ASSIGNMENT NAME:	COUNTRY:
state name	state country
Name of Client: state name	Location: state location
Client's contact person: state name	Phone: state phone no. Fax: state fax no.
Narrative Description of Project: describe	
Description of Actual Services Provided by Your Firm: describe	Value of Services: state Start date: state date Completion date: state date No of Staff-Months: state
Professional Staff Provided by Your Firm (list profiles): state	List no of Staff-Months: state
Name of Associated Consultants, if any: state	List no of Staff-Months Provided by Associated Consultants: state
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: state	

3 C. Composition of Team, Staff Time

1. CORE TEAM			
Name	Position/Task assignment	No. days field work	No. hours home office work
2. SUPPORT STAFF			
Name	Assignment	No. days field work	No. hours home support

3D. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications Relevant to the Assignment:

[Give an outline of staff member's professional experience most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Years. Give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

Education:

[Summarize college/university, other specialized education and training of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held, giving dates, names of employing organizations, positions held/work performed, and locations of assignments. Use about one quarter of a page]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience, and that I will be available to work on the assignment as indicated in the Proposal if it will be successful.

Date:

Signature of staff member

Signature of authorized representative of the Firm

3 E. FORM FOR MINIMUM FINANCIAL QUALIFICATION REQUIREMENTS

(To be included in the envelope with the **Technical Proposal!**)

We hereby confirm that

Name of company	VAT No.

Please mark relevant box(es)!

- ☐ the part of the company comprising the activity within the range of this procurement has a liquidity ratio (Current assets/Short term liabilities) of not less than 1 and a solvency ratio (Share holders equity +(0.7 x Untaxed reserves)/Total assets) not less than 15% and that the basis of the calculation is the figures accounted for by the latest approved annual accounts.
- ☐ the company does not account for the figure requested for, due to the reason **<specify>** and that the company is in the possession of corresponding financial and economic stability.
- ☐ the auditor's report reflects that the annual accounts have been prepared in accordance with applicable law and give a true and fair view of the company's financial position and results of operations and in accordance with generally accepted accounting principles. The auditor's report also contains a recommendation that the members of the Board of Directors and the Managing Director be discharged from liability.

Place and date	
Signature	
Name in block letters	
Position	

Form 3 F. Financial Proposal Submission Form

To: **Name and address of Client**

Location, Date

Ladies/Gentlemen:

Consulting Services: **Name of the Assignment, Contract Number**

We, the undersigned, offer to provide the consulting services for the above-mentioned project in accordance with your Invitation to Tender, and our Tender (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of **state sum and currency** (excluding VAT and Withholding Tax).

state amount in words and figures, excluding VAT and Withholding Tax.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. **state date**.

We understand you are not bound to accept any Tender you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

3 G. Financial Proposal Form

1. Fees (Remuneration)

Consultants

Currency SEK

Name of Expert	Job Title	Weeks in the Field	Weekly rate	Total fee in the Field	Hours in the Home Office	Hourly rate	Total fee in the home office	Total
Total								0.00

REIMBURSABLE EXPENSES

2. Daily Allowance

Name/Place	Per Day	N° of Days	Total
	255		
Total			0.00

3. Accommodation Costs: hotel costs and/or housing costs

Name/Place	N° of Nights	Cost per Night	Total
Total Accommodation Cost			0.00

4. Air Travel: (Economy Class Fare or Equivalent)

Name/Routing	Fare	No of Flights	Total
Total Air Travel			0.00

5. Local Travel: (Travel from home to departure airport and return, and reasonable local travel when abroad.)

Routing / Place	Mode of transport	Distance	Rate	Total
Total Local Travel				0.00

5. Miscellaneous:

Visas	0.00
Reports	0.00
Communications	0.00
Other Miscellaneous Expenses (to be specified if applicable)	0.00
Miscellaneous Total	0.00
TOTAL REIMBURSABLE EXPENSES	0.00

TOTAL MAXIMUM PAYMENT net of Contingencies	0.00
---------------------------------------------------	-------------

5. 6.Contingencies:

(utilisation only after prior approval in writing by the Client)	0.00
TOTAL MAXIMUM PAYMENT incl. Contingencies	0.00

SECTION 4. TERMS OF REFERENCE

SECTION 5. DRAFT CONTRACT

Contract no.

Contract no.

Reg. no.

Reg. no.

Decision no.

Decision no.

CONTRACT FOR CONSULTING SERVICES

PARTIES

a) Electricidade de Moçambique (hereinafter referred to as the Client)

Attention : Mrs. Fatima Arthur, Member of the Board
 Address: Electricidade de Moçambique, Eduardo Mondlane Ave., 1152, Maputo, Mozambique
 VAT no.: 600000063
 Telephone: +258 21 320 724
 E-mail: fatima.arthur@edm.co.mz

b) State name of consultant (hereinafter referred to as the Consultant)

Pnr/Org.nr: Org. no.
 Attention: Attention
 Address: Address
 VAT no.: VAT no.
 Telephone: Telephone]
 Fax: Fax
 E-mail: E-mail

(1) FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made between, on the one hand, the Client and, on the other hand, the Consultant.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in Appendix A attached to this Contract (hereinafter referred to as the “Services”);

- (b) the Consultant has agreed to provide the Services on the terms and conditions set forth in the Contract;
- (c) an agreement between the Government of Sweden and the Government of Moçambique on General Terms and Conditions for Development Cooperation, has been signed date.
- (d) the Government of Sweden and the Government of Moçambique have in an agreement signed date agreed that Sweden, represented by the Embassy of Sweden shall finance the Services.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of the Contract. The documents shall be regarded as complementary, but in case of discrepancies, they shall, unless it is obviously contrary to the purpose of the Contract, take precedence in the order set out below:

- (a) The Special Conditions of Contract;
- (a) The General Conditions of Contract;
- (b) The Appendices stated in the Special Conditions of Contract, in that order.

Place and date

For and behalf of the Client

Place and date

For and behalf of the Consultant

Signature

Name and title in block letters

Signature

Name and title in block letters

(2) GENERAL CONDITIONS

§ 1 Definitions

Unless the context otherwise requires, the following terms whenever used in the Contract shall have the following meanings:

- a) "Country" means the Country where the Client is situated;
- b) "Counterpart Personnel" means personnel hired by the Client as employees;
- c) "Expatriate Personnel" means such persons hired by the Consultant or any Subconsultant who at the time of being so hired had their domicile outside the Country
- d) "GC" means the General Conditions of the Contract;
- e) "Government" means the Government of the Client's country;
- f) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them;
- g) "Personnel" means persons hired by the Consultant or any Subconsultant, as the case may be, as employees and assigned to the performance of the Services;
- h) "Local Personnel" means such persons hired by the Consultant or any Subconsultant who at the time of being so hired had their domicile inside the Country
- i) "SC" means the Special Conditions of the Contract
- j) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services
- k) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Subconsultant.

§ 2 Authorized Representative

Any act required or permitted to be taken, and any document required or permitted to be executed under the Contract by the Client or the Consultant may be taken or executed only by the authorized representatives specified in the SC §2.

§ 3 Modification

Unless otherwise agreed, modification of the terms and conditions of the Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until Sida's written "no-objection" has been obtained.

§ 4 Entire Agreement

The Contract contains all covenants, stipulation and provisions agreed by the Parties. No agents or representative of either Party has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

§ 5 Consultants Personnel

The Consultant shall employ and provide such qualified and qualified and experienced Personnel as are required to carry out the Services. The Consultant, subject to the Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

§ 6 Consultant's Standard of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to the Contract, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or Third Parties.

§ 7 Consultant Not to Benefit from

The remuneration of the Consultant pursuant to the Contract shall constitute the Consultant's sole remuneration in connection with the Contract. The Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants similarly shall not receive any such additional remuneration.

§ 8 Prohibition of Conflicting Activities

The Consultant shall not engage and shall cause any Subconsultants not to engage, either directly or indirectly, during the term of the Contract, in any business or professional activities in the Country which would conflict with the activities assigned to them under the Contract.

§ 9 Liability of the Consultant

If the Consultant, Subconsultants or Personnel or any other subject that the Consultant is liable for, violates any provision of the Contract or otherwise causes the Client any loss or damage, the Consultant shall indemnify the Client for any such loss or damage. The Consultant's liability may be limited, except for violations due to

gross negligence or wilful misconduct, in accordance with the article on Limitation of Liability in the SC.

§10 Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services, in accordance with internationally accepted accounting principles in such form and details as will clearly identify all relevant time charges and costs, and the bases thereof. The Consultant shall permit the Client and Sida or their designated representatives periodically, and up to five (5) years from the termination of the Contract, to inspect the accounts and records and make copies thereof as well as to have them audited by auditors appointed by the Client.

§ 11 Adherence to Applicable Law

The Consultant shall perform the Services in accordance with the applicable law determine in the SC and with any mandatory legislation in the Country, and shall take all practicable steps to ensure that the Personnel and any Subconsultants, do the same and that they respect local customs, the culture and traditions of the Country. If, after the date the Contract has entered into force, there is any change in the law of the Country with respect to taxes and duties which substantially increases or decreases the costs incurred by the Consultant in performing the Services, the Parties shall renegotiate the remuneration to the Consultant. The Parties shall immediately inform Sida of any such negotiations. GC §3 shall apply to any modification of the Contract due to such negotiations.

§12 Subconsultants and Transfer of Contract

Any Subconsultants listed in the Contract are hereby approved by the Client.

The Consultant may not assign or transfer the Contract, or any part thereof, to anyone, or engage any Subconsultants to perform any part of the Services, without the prior approval of the Client and Sida's written "no-objection". The Client's approval of the assignment or transfer of any part of the Contract, or of the engagement of Subconsultants, shall not relieve the Consultant of any of its obligations under the Contract. The Consultant shall be liable for the work performed by any Subconsultants. Compensation to any Subconsultants shall be agreed upon between the Parties. Unless otherwise agreed, and in such case with Sida's written "no-objection", the Consultant shall, at its own expense, be responsible for the payment of any Subconsultants and shall not be entitled to any compensation for administrative costs for any Subconsultants.

§ 13 Approval and Replacement of Personnel

The core team Personnel listed in the Contract are hereby approved by the Client.

Except as the Client may otherwise agree, no changes shall be made in the core team Personnel. If, for any reasons beyond the reasonable control of the Consultant, it becomes necessary to replace any of the core team Personnel, the Consultant

shall immediately provide as a replacement a person of equivalent or better qualifications.

The Consultant shall immediately inform the Client and Sida of any replacement or need for additional core team Personnel.

In respect of additional or replacement of core team Personnel, the Consultant shall submit to the Client for review and approval a copy of the biographical data of such Personnel. If the Client does not object in writing within twenty (20) days from the date of receipt of such data, the core team Personnel shall be deemed to have been approved by the Client.

If the Client finds that any of the Personnel has committed serious misconduct, or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefor, promptly provide as a replacement a person with qualifications and experience acceptable to the Client.

Except as the Client may otherwise agree, and in such case with Sida's written "no-objection", the Consultant shall bear all additional costs arising out of or incidental to any removal or replacement of Personnel.

The remuneration shall not exceed the remuneration which would have been payable for the Personnel replaced.

§ 14 Confidentiality

The Consultant, Subconsultants and Personnel shall not, either during the term or within three (3) years after the termination of the Contract, disclose any information relating to the Services, the Contract or the Client's business or operations without the prior written consent of the Client.

§ 15 Obligations of the Client

Any agreement between the Parties concerning services, facilities, Counterpart Personnel, access to land and other obligations of the Client, shall be included in an Appendix to the Contract.

§ 16 Notices

Any notice, request or other communication shall be written in the English language, sent to the addresses stated on the first page of the Contract, and deemed to be duly given

- a) if delivered by hand, the same day,
- b) if sent by e-mail, on the day of dispatch of a confirming fax (provided there is a receipt confirming the fax transmission) or a confirming letter sent by courier mail,

- c) if sent by fax, the day of dispatch (provided there is a receipt confirming the fax-transmission),
- d) if sent by courier mail, the day after dispatch.

Any communication to Sida shall be sent to the following address: Sida, 105 25 Stockholm, Sweden, to the person indicated by Sida.

(3) SPECIAL CONDITIONS

Contents

§ 1 Appendices

The following Appendices attached hereto shall be deemed to form an integral part of the Contract:

Appendix A: Minutes of Pre-award Contract Negotiations

Appendix B: Terms of Reference

Appendix C: Composition of Team (including work schedule and hours of work)

Appendix D: Budget (including fees and reimbursable expenditures)

Appendix E: The Consultant's Technical Proposal

Appendix F: Obligations of the Client (including counterpart personnel, services, facilities, property etc.)

§ 2 Authorized Representative

The following person, or his/her designated representative, shall be the authorized representative for the Client: Fatima Arthur

The following person, or his/her designated representative, shall be the authorized representative for the Consultant: name

§ 3 Resident Team Leader

The Consultant warrants that, at all times during the Consultant's performance of the Services in the Country, a resident Team Leader, acceptable to the Client, shall take charge of the performance of the Services.

§ 4 Adjustment of Hours of Work and Leave

Any adjustment of hours of work and leave by the core team Personnel may only be made with the written approval of the Client.

§ 5 Budget and Ceiling Amounts

An estimate of the remuneration to the Consultant is laid down in the Budget, Appendix D.

Except as may be otherwise agreed between the Parties, and with the written approval of Sida, payments under the Contract shall not exceed the following Ceiling Amounts:

Ceiling Amount for Fees: amount in SEK or other currency.

Ceiling Amount for Reimbursable Costs amount in SEK or other currency.

The Consultant shall immediately inform the Client and Sida in writing if the Consultant foresees that the Services cannot be completed within the Ceiling Amounts. The Parties and Sida shall promptly discuss the situation and agree on appropriate actions to take.

§ 6 Mode of Billing and Payment

a) Currency of Payment

Fees shall be paid in SEK. Reimbursement for costs shall be paid in SEK.

b) Valuation of Currencies

Whenever necessary to determine the value of another currency in terms of SEK, the value shall be calculated on the basis of the market selling rate in Stockholm on the date of the transaction, or, if no such rate has been established, at such rate as the Client, or if Sida is paying the invoices, Sida, shall reasonably determine after consultations with the Consultant.

c) Mode of Billing

Invoices shall contain the following: the date and number of the invoice, the number of the Contract to which it refers, the name and address of the bank to which payment shall be made, the account number, the account holder, clearing number, SWIFT-code, and VAT number of the Consultant. It shall distinguish between fees and reimbursable costs. The amounts debited shall refer to applicable budget items and be clearly described. Fees shall be specified per person, hours worked, nature of the work, and the dates for the work. Copies of all receipts to verify all reimbursable cost claims shall be attached to each invoice.

The invoice shall state the relevant currencies and contain a cost summary indicating the total budget for the Services, the accumulated invoiced amounts and the balances outstanding.

Invoices shall be sent not later than fifteen (15) day after the end of each calendar quarter during the term of the Contract.

Costs shall be expressed in the following currency: SEK

The Consultant shall send invoices with one original and one copy to the Client.

d) Mode of Payment

The Client shall cause the payment of the invoices within sixty (60) days of receipt of the invoice. Any part of the invoice that is not satisfactorily supported may be withheld

from payment. Interest shall become payable as from the time stated above on any amount not paid in due time without due cause.

The interest rate is: LIBOR +2%.

§ 7 Fees

a) Mode of Calculation

The Consultant is only entitled to payment for actual time worked and only for Personnel and Subconsultants identified in the Contract.

The fees cover all such salaries and allowances as the Consultant has agreed to pay to the Personnel as well as factors for social charges and overhead etc. Fees for periods of less than one month shall be calculated on an hourly basis. For work performed on a monthly basis, one month shall be equivalent to 160 hours, unless otherwise agreed.

b) Overtime etc

The Consultant shall not be entitled to additional payment for work outside office hours, nor to take paid sick leave or vacation leave except as specified in the Contract.

§ 8 Price Adjustment

Fees shall be fixed for the duration of the assignment.

§ 9 Reimbursable Expenditures

The Consultant is only entitled to reimbursable expenditures actually and reasonably incurred by the Consultant under the Contract.

The Consultant is entitled to a daily allowance for time spent in the Country by the Expatriate Personnel at a daily rate of SEK 255. The Consultant is entitled to a per diem allowance for time spent by the Local Personnel in the Country but away from the home office at a daily rate of SEK 150.

The Consultant is entitled to reimbursement for the cost of accommodation and transportation of the Personnel for transportation necessary for the performance of the Services. Daily transportation to and from the office is not reimbursable. Only the most appropriate means of transport and the most direct practicable route is reimbursable. In case of air travel, it shall be by the least expensive IATA fare.

Reimbursable expenditures are included in the Budget, Appendix D.

§ 10 Limitation of Liability

The Consultant's liability according to the GC is limited to the value of the contract.

§ 11 Insurance

The Consultant shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its own (or at the Subconsultants', as the case may be) cost, but on the terms and conditions approved by the Client, insurance covering the following issues:

- a) Professional liability insurance
- b) Employer's liability in respect of the Personnel, including any such life, health, accident, travel or other insurance as may be appropriate.
- c) Insurance against loss of or damage to equipment purchased with funds provided under the Contract, the Consultant's property used in the performance of the Services, and documents prepared by the Consultant in the performance of the Services.
- d) Third Party liability insurance
- e) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Country by the Consultant, its Personnel and any Subconsultants and their Personnel.

§ 12 Procurement

If the Consultant, as part of the Services, shall perform procurements, the following procurement rules shall apply: Sida Procurement Guidelines, June 2004.

§ 13 Taxes and Duties

Unless otherwise agreed, the Consultant, Subconsultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the applicable law.

§ 14 Intellectual Property

Unless otherwise agreed, the Client shall be the sole owner of all work, materials and results which have been prepared by the Consultant under the Contract, including drawings, specifications, designs, reports and software (hereinafter referred to as the Result). The ownership does not embrace development tools and methods which have been used in the performance of the Services and which are owned by the Consultant or a Third Party. The Client shall be the sole owner of any copyright, patent rights and other industrial and intellectual property rights connected with the Result. The Client is entitled to carry out alterations, modify and transfer the Result. The Consultant undertakes to hold the Client harmless against any claims for infringement of industrial and intellectual property rights as stipulated above, resulting from the use of the Results in accordance with the Contract. The foregoing shall apply even when the Contract has ceased to be in force. The Client shall immediately inform the Consultant if any infringement claim is raised against the Client. The

Consultant is not entitled, without the prior written approval of the Client, to use the Result. Any supporting documents handed over to the Consultant by the Client or which belong to a Third Party, shall, as the case may be, remain the property of the Client or the Third Party. The Result shall, not later than upon termination of the Contract, be delivered to the Client, together with a detailed inventory thereof.

§ 15 Ownership of Goods and Equipment

Goods and equipment supplied by the Client shall remain, at all times, the property of the Client. Goods and equipment owned by the Consultant shall remain the property of the Consultant. Unless otherwise agreed between the Parties, goods and equipment purchased by the Consultant under the Contract with funds provided by Sida or the Client, shall become the property of the Client, not later than upon termination of the Contract.

§ 16 Force Majeure

The Parties shall not be liable for delays in performing or failure to perform its obligations, if the delay or failure results from any cause beyond the control of the Parties, such as, outbreak of hostilities, riot, civil disturbance, acts of terrorism, fire, explosion, flood, statutory restraints, amendments of legislation, decisions by a court of law, the government or governmental agency. A Party that is of the opinion that a force majeure situation is at hand, shall immediately inform the other Party and Sida thereof in writing. The Parties and Sida shall discuss if, and in such case agree on what measures need to be taken. If a force majeure situation remains more than forty-five days (45) either Party shall, by written notice of termination, be entitled to terminate the Contract with immediate effect.

§ 17 Remedy

The Client may, by written notice, with a copy to Sida, request the Consultant to, at its own expense, remedy any breach of contract. Such notice shall be sent within thirty (30) days after the Client became aware of the breach. Unless otherwise agreed, the Consultant shall remedy the breach within thirty days (30) from having received the notice. If the breach of contract is not remedied in due time, the Client is entitled to a reasonable reduction in price. The Client's right to price reduction does not deprive the Client from its right to claim damages and to take other measures due to the breach of contract.

§ 18 Duty to inform

Each Party shall inform the other Party in writing, with a copy to Sida, of any breach of contract on the other Party's side within six (6) months after the Party became aware of the breach, and in no case later than three years after the expiry of the Contract. Each Party shall inform the other Party in writing of any indemnification claim at the latest six (6) months after the other Party was informed of the breach of contract. However, the time limitations stated above do not apply if the breach of

contract is due to gross negligence or wilful misconduct. Each Party shall always be entitled to raise counterclaims if the other Party initiates any legal proceedings.

§ 19 Dispute Settlement Procedure

Any dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination or invalidity thereof, which cannot be settled amicably, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce (ICC). The number of arbitrators shall be three. The place of arbitration shall be South Africa and the language used in the arbitral proceedings shall be English.

The parties shall send a copy of any request for arbitration to Sida.

§ 20 Applicable Law

The Contract shall be governed by the substantive laws of Mozambique without regard to its conflict of laws rules.

§ 21 Suspension of Payment

In addition to what is stated in the above article named "Remedy", the Client may, by written notice of suspension, immediately suspend, in whole or in parts, payment to the Consultant, if the Consultant is in breach of contract, provided that such notice specifies the nature of the breach and requests the Consultant to remedy the breach within a specific time, however, not less than thirty (30) days.

The notice of suspension shall be sent to the Consultant with a copy to Sida.

§ 22 Termination of the Contract

a) By the Client

The Client may terminate the Contract if any of the following events should occur:

- 1) with thirty (30) days written notice of termination, if the Consultant has not remedied the breach referred to in the above article named "Remedy" or the above article named "Suspension of Payment", within the time specified by the Client, or,
- 2) with immediate effect on written notice of termination, i) if the Consultant is in material breach of contract, ii) if the Consultant becomes bankrupt, enters into an agreement with its creditors for relief of debt, suspends its payments, goes into liquidation, or otherwise is deemed to be insolvent, iii) if the Consultant submits to the Client any statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false, iv) or if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, or,

- 3) with sixty (60) days written notice of termination, if the Client, at its own discretion decides to terminate the Contract.

In case the Contract is terminated in accordance with 1) and 2) above, the Client shall be entitled to indemnification. In case the Contract is terminated in accordance with 3) above, the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner, to reduce any losses and to keep further costs to a minimum. The Consultant is entitled to, in addition to full reimbursement before the termination becomes effective, reimbursement for reasonable costs for terminating the Services. However, such reimbursement is limited to a maximum period of fifteen (15) days from the date the termination became effective. The Consultant shall, in order not to forfeit its rights, inform the Client in writing of any claim for reimbursement as described above, no later than two months after the expiry of the Contract.

The notice of termination shall be sent to the Consultant with a copy to Sida.

b) By the Consultant

The Consultant may terminate the Contract if any of the following events should occur:

- 1) with thirty (30) days written notice of termination, i) if the Client or Sida, as the case may be, has not made payments, not subject to dispute, within the due dates and such default has not been remedied within thirty (30) days of the Consultant's written notice thereof to the Client or Sida, ii) or if the Client is in material breach of contract and has not remedied the same within thirty (30) days of the Consultant's written notice thereof to the Client.

In case the Contract is terminated in accordance with 1) ii) above, the Consultant is entitled to indemnification.

The notice of termination shall be sent to the Client with a copy to Sida.

§ 23 Extension of the Contract

The Parties may agree that the Contract shall be extended twice with unaltered conditions for a period of twelve (12) months for each extension. The extension shall be made in writing and signed by both Parties while the Contract is still in force. The extension shall not become effective until Sida's written "no objection" has been obtained. The Consultant is not entitled to any compensation, should an extension not be agreed.

§ 24 Effectiveness of the Contract

The Contract shall enter into force after Sida's written "no- objection" to the Contract and after the Contract has been signed by the Parties, and, if applicable, after Sida has signed the undertaking referred to in the above article named "Mode of Billing and Payment". The Contract shall remain in force until August 2021.