



**Tender: MOZ22005-10157**

**Mapping, Analysing and promoting  
Financial Flows for Adaptation Actions in  
Districts**

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## 1 General point

### 1.1 Deviations from the General Implementing Rules

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

### 1.2 Contracting authority

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

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

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

### 1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation<sup>1</sup>, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup> as well as the Belgian Law of 23 November 2017<sup>3</sup> 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 2003<sup>4</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>5</sup> 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

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<sup>1</sup> Belgian Official Gazette of 26 March 2013

<sup>2</sup> Belgian Gazette of 30 December 1998

<sup>3</sup> Belgian Official Gazette of 11 December 2017

<sup>4</sup> Belgian Official Gazette of 18 November 2008

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

Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

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

#### **1.4 Rules governing the public contract**

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

- The Law of 17 June 2016 on public procurement<sup>6</sup>;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts<sup>7</sup>;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector<sup>8</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts<sup>9</sup>;
- Circulars of the Prime Minister with regards to public contracts<sup>6</sup>;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019 ;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons regarding the processing of personal data.

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

#### **1.5 Definitions**

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

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;

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<sup>6</sup> Belgian Official Gazette of 14 July 2016.

<sup>7</sup> Belgian Official Gazette of 21 June 2013.

<sup>8</sup> Belgian Official Gazette of 09 May 2017.

<sup>9</sup> Belgian Official Gazette of 14 February 2013.

- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Litigation: Court action;
- Technical specifications/Terms of Reference: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer.
- Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.
- Controller in the meaning of the GDPR: The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Sub-contractor or processor in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- Recipient in the meaning of the GDPR: A natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.
- Personal data: Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **1.6 Processing of personal data by the contracting authority and confidentiality**

### **1.6.1 Processing of personal data by the contracting authority**

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

### **1.6.2 Confidentiality**

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

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

## **1.7 Deontological obligations**

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

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

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

**1.7.4.** Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidate's procedure will lead to the rejection of the application or the tender.

**1.7.5.** Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial

advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

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

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

## **1.8 Applicable law and competent court**

The public contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.18 "Litigation (Art. 73)".



## **2 Object and scope of the contract**

### **2.1 Type of contract**

Public contract of services.

### **2.2 Object and scope of the contract**

Increase financing for climate adaptation and resilience in Mozambique ensuring coherence and effectiveness.

### **2.3 Quantities**

The quantities of "man/days" set in the Term of References (see point 5.5) are given as an indication, and the tenderer is required to provide an adequate workplan to carry out all the services and deliverables (and as specified in its tender) for a lump sum price.

### **2.4 Duration**

The assignment is expected to be completed within 5 months after reception of award notification from Enabel.

## 3 Procedure

### 3.1 Award procedure

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

### 3.2 Publication

These tender documents are published on the Enabel website ([www.enabel.be](http://www.enabel.be)).

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

### 3.3 Information

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

**Until 6 days** before the deadline to submit a bid, tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Mr. Carmino Penina ([carmino.penina@enabel.be](mailto:carmino.penina@enabel.be)) cc [tendersmoz@enabel.be](mailto:tendersmoz@enabel.be)

They will be answered in the order received.

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

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

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

### 3.4 Tender

#### 3.4.1 Data to be included in the tender

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

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

7. The document certifying that the tenderer is in order with the payment of social contributions;
8. The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: List of the main similar services and certificates associated.
10. Form 6.10: Financial offer & Tender form.
11. Form 6.11: Technical offer;

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

The tender and the annexes to the tender form are drawn up in English or Portuguese.

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

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

### **3.4.2 Price determination**

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

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

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

### **3.4.3 Elements included in the price**

The service provider is supposed to have all necessary expenses included in its prices for the execution of the contract, including all fees and taxes of any kind generally burdening the services, except for value-added tax. The service provider should consider especially the following costs:

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

Notes:

- **Possible flights will be refundable on a reimbursable basis against invoices**

#### 3.4.4 Period of validity

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

#### 3.5 Submission of tenders

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

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

The tender and all accompanying documents must be numbered and signed (**original 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:

- 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 05/05/2025 at 12:00 noon**.
- It is submitted in a properly sealed envelope bearing the following information:  
**Tender MOZ22005-10157**

It may be submitted:

- a) By courier

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

Enabel in Mozambique  
Av. Kenneth Kaunda, 264  
Maputo, Mozambique

- b) Delivered by hand with acknowledgement of receipt.

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

**NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED**

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

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

#### 3.6 Amending or withdrawing tenders

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

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

Any withdrawal shall be unconditional.

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

### **3.7 Opening of tenders**

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

### **3.8 Evaluation of tenders**

The tenderers' attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet). Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists either of rejecting the offer or of terminating the contract.

#### **3.8.1 Exclusion grounds and selection criteria**

##### **Exclusion grounds**

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

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

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

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

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

### **Selection criteria - Technical capacity**

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

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

To be approved for full assessment, all CVs of the proposed experts must be attached and comply with at least the minimum requirements (see section 7).

### **Proposed Team - minimum criteria**

#### **Team Leader – Climate finance expert**

- Master's degree in international finance, international development, climate or other areas directly relevant to the tender. If you do not have a master's degree, you need an additional two years of relevant climate finance experience.
- A minimum of three years working with climate finance projects
- Leadership of teams and management of multiple projects. (at least one experience)

#### **Visualization Specialist**

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

#### **Climate Change Adaptation Expert**

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

#### **Senior data analyst**

- Bachelor's degree or higher in Data Science, Statistics, Economics, Environmental Science, or a related field.
- Work experience with data collection, processing, and analysis (minimum of two experiences)
- Experience in using statistical tools and software for data analysis. (minimum of two experiences)
- Proven experience in supervising and guiding junior data analysts (minimum of two experiences)

#### **Junior data analysts for data collection**

- Bachelor's degree in Data Science, Economics, Statistics, Environmental Science, or a related field.
- Two years' experience in data collection, particularly in gathering financial and/or project-related information from various stakeholders.
- Experience in using data collection tools and methods (minimum of two experiences)
- Strong organizational skills with attention to detail to ensure accuracy in data collection.
- Ability to work under the guidance of senior analysts to gather and process necessary data for the assignment.

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

#### **Observation:**

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

- Additional points will be awarded for additional relevant experience and demonstration of expertise in all areas pertinent to this consultancy. See the evaluation criteria section.

### 3.8.2 oRegularity of tenders

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

The contracting authority reserves the right to regularise irregularities before and/or during the negotiations.

### 3.8.3 Award criteria

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

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

#### Award criteria (100 Points)

#### • Evaluation and awarding criteria

Criteria	Score
<b>Methodology</b> – the proponent must describe in a note of no more than five pages the methodology to implement all the services defined in the ToR – section 4 Key evaluation points (non-exhaustive): <ul style="list-style-type: none"> <li>– Task comprehension</li> <li>– Knowledge of context and stakeholders</li> <li>– Methodological clarity</li> <li>– Confidence in the methodology to achieve results within the requested timeframe</li> <li>– Adaptation to the local context</li> <li>– Effectiveness and efficiency of the methodology</li> </ul>	20
<b>Work plan</b> - the proponent must describe in a note of no more than two pages the work plan with an indication of the workload and tasks assigned to each member of the proposed team to implement all the services defined in the ToR – section 4 Key evaluation points: <ul style="list-style-type: none"> <li>– Alignment and realism of the work plan in relation to the proposed methodology and CV/Experience of the proposed team.</li> <li>– Demonstrate ability to achieve qualitative results within the requested timeframe.</li> </ul>	10
<b>CV &amp; Experience</b> – To be considered in this tender process, the applicant must propose CVs and experiences that meet at least the	40



<p>minimum requirement set out in the selection criteria - section 7 of the proposed team.</p> <p>During the evaluation, the following elements will be assessed and will benefit from additional points.</p> <p>For the consultants proposed:</p> <ul style="list-style-type: none"> <li>– International experience in climate finance (10pts)</li> <li>– Relevant additional international expertise in climate adaptation (5pts)</li> <li>– Experience with visualization maps to guide investment decisions (5pts)</li> <li>– Experience with vulnerability assessments (5pts)</li> <li>– Experience with local adaptation plans (5 pts)</li> <li>– Data analysis experience in the context of financial flows and climate-related data. (5pts)</li> <li>– Fluency in Portuguese for the team lead 5pts and for the climate adaptation expert 5 pts</li> </ul> <p><b>Point of attention:</b> clarity in the presentation of previous experience and experiences in relation to the needs of this consultancy, the methodology and the work plan.</p>	
<b>Price</b> – application of a rule of three	30
<b>TOTAL</b>	100

### 3.9 Negotiations

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

### 3.10 Awarding the public contract

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

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

### 3.11 Concluding the contract

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

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

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

## 4 Specific contractual provisions

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

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

### 4.1 Definitions (Art. 2)

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

### 4.2 Correspondence with the service provider (Art. 10)

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

### 4.3 Managing official (Art. 11)

The managing official will be appointed in the award letter.

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

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

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

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

#### **4.4 Subcontractors (Art. 12-15)**

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

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

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

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

#### **4.5 Confidentiality (Art. 18)**

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

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

Therefore, he undertakes to:

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

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

## **4.6 Protection of personal data**

### **4.6.1 Processing of personal data by the contracting authority**

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

### **4.6.2 Processing of Personal Data by a Subcontractor**

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

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

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

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

## **4.7 Intellectual property (Art. 19-23)**

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

## **4.8 Performance bond (Art. 25-33)**

Not applicable for this tender.

#### **4.9 Conformity of performance (Art. 34)**

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

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

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

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

- 1° the scope of the contract remains unaltered.
- 2° the modification is limited to 10 % of the initial awarded amount.

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

##### **4.10.2 Adjusting the prices (Art. 38/7)**

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

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

#### **4.10.4 Unforeseen circumstances (Art. 38/9)**

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

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

#### **4.11 Preliminary technical acceptance (Art. 41-42)**

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

#### **4.12 Performance modalities (Art. 146 and seq.)**

##### **4.12.1 Implementation period (Art. 147)**

The period of implementation for these services are 5 months starting the day after the awarding of the tender (awarding letter).

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

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

##### **4.12.3 Evaluation of the services performed**

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

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

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

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

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

#### **4.13 Zero tolerance sexual exploitation and abuse**

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

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

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

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

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

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

#### **4.14.1 Failure of performance (Art. 44)**

The contractor is in failure of performance of the contract:

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

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

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

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

#### **4.14.2 Fines for delay (Art. 46-154)**

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

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

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

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

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

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

§ 2 The measures as of right are:

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

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

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

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

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

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.16 “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice. The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

**Enabel Representation**

**Av. Kenneth Kaunda, 264**

**Maputo, Mozambique**

The invoice will mention:

- **Enabel, the Belgian development Agency, in Mozambique**
- the name of the contract: Development of customized Disaster Risk Reduction Action Plans for 3 pilot districts.
- the reference of the tender documents: “**MOZ22005-10157**”
- the name of the managing official: Myriam SEKKAT

The invoice shall be in Euros (should the tenderer have a Euro bank account) or MZN (should the tenderer have a Metical bank account). Payment will be by bank transfer only. 20% of the tender amount advance may be asked by the contractor after awarding. Proportional partial payment will be made after acceptance of each phase.



## Schedule of payments

The service provider will be paid based on the results

Tangible results	Amount payable	Conditionality	Estimated deadlines for receipt of deliverables
Desk review Report (D1)	20%	Report approved	20 days after kick-off meeting
Tools: Financing Needs Table (D2), Financial Flow Map and Adaptation needs geographical map (at district level) (D3)  And  Coverage Analysis Report for twelve districts (D4)	20%	Three tools approved  Report Approved	80 days after approval of the desk review report
Funding mechanisms assessment (D5) and action plan (D6)	20%	Report approved	100 days after approval of the desk review report
Validation seminar including a ppt presentation (D7)  And  Final Report: Comprehensive report summarizing a) all findings, including b) the Coverage Analysis Report for eleven districts actionable recommendations, c) funding mechanism and d) the proposed action plan (D8)	40%	Validation seminar organized      Final report including points a,b,c,d	15 days after approval of the tools and the coverage analysis report      15 days after validation seminar

### 4.16 Acceptance of the services performed

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

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

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

#### **4.18 Litigation (Art. 73)**

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

The contracting authority shall in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor guarantees the contracting authority against any claims for compensation by third parties in this respect. In case of “litigation”, i.e. court actions, correspondence must (also) be sent to the following address:

Enabel, Public-law Company with social purposes

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms. Inge Janssens

Rue Haute 147, 1000 Brussels, Belgium.

## 5 Terms of reference

### **Context :**

According to the Global Climate Risk Index 2021<sup>10</sup>, Mozambique is considered an extremely vulnerable country to the adverse impacts of climate change, facing an increase in floods, droughts and cyclones.

Climate change poses significant challenges for local communities, particularly in vulnerable districts. Effective adaptation requires robust financial planning that aligns with local needs and integrates diverse funding sources, including government budgets, NGOs, private sector contributions, and international cooperation. The Ministry of Agriculture, Environment and Fisheries (MAAP) through the National Directorate of Climate Change (DMC), is committed to ensuring that adaptation efforts are well-coordinated, adequately funded, and responsive to local priorities.

As part of implementing the National Strategy for Adaptation and Mitigation of Climate Change in Mozambique (2012) – ENAMMC, the Government has promoted the formulation and implementation of Local Adaptation Plans (PLAs) at the level of the country's districts and municipalities. Thus, PLAs emerge as a tool to integrate climate resilience into the sectoral and local planning process as part of the first phase of implementation of ENAMMC. To date, 138 PLAs have been approved and partially implemented.

Furthermore, in response to the increasing need for coordinated climate finance, the Ministry of Plan and Development, MPD, (created through the presidential decree 40/2025 of February 6<sup>th</sup>) has the attributions to coordinate and mobilize climate finance. Within the Ministry, the climate finance unit is in charge of spearheading this effort

Various programs have partially financed district-level implementation of local adaptation plans. Notable among these are MERCIM from the EU, LoCal from UNCDF, MozNorte from the World Bank, and contributions from NGOs such as Helpcode. Despite these efforts, there remain significant unmet needs in financing adaptation actions across many districts.

This assignment, supported by Enabel, the Belgian Cooperation, under the Juntos4Clima program, aims to leverage financing by providing a clear analysis of current financial flows, identifying gaps, and proposing actionable pathways to attract and allocate additional resources effectively.

## 6 OBJECTIVES

### **General objective**

Increase financing for climate adaptation and resilience in Mozambique ensuring coherence and effectiveness.

### **Specific objectives**

1. Identify districts requiring climate adaptation funding to guide financiers in decision-making.
2. Develop efficient mechanisms to channel climate finance to districts, with a focus on the most vulnerable areas and visualize them clearly through a tool.

## 7 SCOPE OF WORK

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<sup>10</sup> <https://www.germanwatch.org/en/19777>

## 7.1 Desk Review

Review available project documents from various donors that finance climate adaptation, as well as selected local adaptation plans and district development plans (focussing on one district per province) to understand their scope, objectives, and existing funding mechanisms.

Selection Criteria for Districts:

- Six districts with validated and current Local Adaptation Plans and six districts without PLAs or with PLAs no longer valid.
- Vulnerability to Climate Change: Exposure to risks such as droughts, floods, cyclones, or sea-level rise.
- Economic and Livelihood Considerations: Importance of agriculture, fishing or tourism as key economic drivers.
- Geographical Diversity: Representation from coastal, inland, and urban/peri-urban areas across Mozambique's provinces.
- Districts with support: Include districts that Enabel, GIZ or UNCDF are currently supporting or will support in terms of adaptation and disaster risk prevention.

Proposed Districts (that can be changed in discussion with the contractor but one district per province should be analysed and two for Nampula and Gaza).

Province	District	Rationale
Cabo Delgado	Chiúre	PLA approved in May 2024, vulnerable to floods and cyclones (Kenneth), droughts in 2016 and 2022, Agriculture-dependent,
Niassa	Lago	PLA approved in May 2022, vulnerable to floods and fires, main economic activities are fishing and farming, interior near Lake Niassa
Nampula	Mossuril	PLA updated in 2023, vulnerable to cyclones and droughts. Main activities are artisanal fishing, commerce and agriculture. Coastal. Had already support and will have support from Enabel and EU through UNCDF (MERCIM+).
Nampula	Murrupula	No PLA. Main economic activities: Agriculture, silviculture, aquaculture. Interior. Note: PLA to be supported in 2025 through GIZ support.
Zambezia	Namacurra	PLA not valid since 2019. Vulnerability to floods and cyclones. Main economic activities: agriculture, aquaculture, Coastal. Note: Enabel will support on disaster risk management
Tete	Changara	PLA approved in 2022. Vulnerability to cyclones and droughts. Agricultural activities and livestock. Interior, diverse (mountainous and plains)
Manica	Sussundenga	PLA approved in 2017. Vulnerable to floods, droughts and pests. Main economic activities: Agriculture, livestock, mining, handicraft, carpentry, tourism. Interior, mountainous.
Sofala	Buzi	PLA not valid since 2022. Vulnerable to floods, cyclones. Main economic activities: Agriculture, livestock, fishing, Coastal. Norw: Will be supported by UNCDF for implementation and GIZ for PLA elaboration.
Inhambane	Inharrime	PLA approved in 2018. Vulnerable to droughts, floods and cyclones. Main economic activities: Agriculture, pisciculture, mining and tourism. Coastal.
Gaza	Chigubo	Updated PLA approved in 2023. Vulnerable to floods, droughts, fire. Main activities: agriculture, silviculture, commerce. Note : district PLA supported through UNCDF, Belgium e Sweden in 2023. Enabel will support risk disaster management.
Gaza	Guija	PLA not valid since 2019. Note: district supported through UNCDF, Belgium e Sweden in 2023. Will be updated in 2025 with GIZ support.
Maputo	Boane	PLA approved in 2018. Vulnerable to floods and droughts. Main economic activities: agriculture, livestock and wood for coal. Peri-urban district.

Finally, review relevant international funding mechanisms that may represent an opportunity to support climate resilience and energy transition at a district level.

Deliverable: Desk review report

## 7.2 Map Financial Flows and Local Adaptation Needs

- Identify and map all financial flows allocated to adaptation actions at the district level in the period from 2014-2024 (those in the PLAs but also others). This includes funds from government budgets, NGOs, commercial banks, private sector investments, and bilateral and multilateral international funds.

- Using available sources such as PLAs, PESODs, interviews, map the adaptation needs at district level.

This work will require an intensive data collection work that junior data analysts could perform under the guidance of the team leader.

Deliverable: Financing Needs Table

### **7.3 Develop a Comprehensive Financial and Adaptation Needs Overview**

The activity under 3.2 should lead to a detailed table and a geographical map that include:

- Current financial flows and their sources (financial flows linked to ongoing initiatives).
- Financing needs across districts (Criteria for prioritisation should be proposed to allow for a ranking of districts)
- Gaps in financing and potential financiers. In this regard, a recent 2025 study financed by Enabel (“Mapping of Climate Finance mechanisms”) will also be useful in identifying potential financiers.

This comprehensive table in Excel should outline the financing needs, current financial allocations, potential funding sources, and the roles of various stakeholders, including NGOs and the private sector and allow for analysis for all districts.

The geographical map should allow for a quick visualization of priority districts.

Both tools should be intuitive, user friendly and easy to update.

Deliverables: Financial Flow Map and Adaptation Needs Geographical Map (at district level)

### **7.4 Perform a coverage analysis for twelve districts**

Perform a detailed comparison of adaptation initiatives covered by local adaptation plans versus district development plans or not covered by plans, highlighting overlaps and gaps in one district per province.

- Perform a detailed analysis of the current financial flows and planned support in relation to identified adaptation needs at the local level and assesses the type and efficacy of financial instruments deployed in practice for adaptation.
- Identify financing gaps and propose potential financing pathways.
- Analyse the financial flows that finance local adaptation plans and those which finance district development plans to understand how the flows work.
- Identify potential issues related to the efficiency of the financial flows linked with how the sectors (energy, agriculture, etc.) are linked to the districts - some through the SDAE (District Services for Economic Activities) and some through SDPI (District Services for Planning and Infrastructure) and taking into account the double power structure at provincial/district level between provincial authorities and provincial services linked to central institutions.

Deliverable: Coverage analysis report

### **7.5 Proposed Funding Mechanisms and action plan**

Analyse the current financial flows, the report on the mapping of financial mechanisms and after in-depth interviews with relevant stakeholders, develop recommendations to scale up existing activities or propose alternative funding mechanisms that can be used to attract and allocate additional resources for adaptation actions and develop an action plan to scale up adaptation finance.

Deliverables: Proposed funding mechanisms assessment and action plan for increasing adaptation financing

### **7.6 Stakeholder Consultation and validation**

Engage with key stakeholders, including district officials, NGOs, private sector representatives, and cooperation partners, to validate findings and gather additional insights.

Deliverable: Validation workshop

## 7.7 Final Reporting

Consolidate all findings into a final report, including recommendations for improving financial alignment and addressing gaps in adaptation funding.

Deliverable: Final report

## 8 EXPECTED RESULTS/DELIVERABLES

- **Desk review report:** Detailing the methodology, timeline, and initial findings after the desk review.
- **Financing Needs Table:** A detailed overview of current and potential financing sources and financing needs at district level, with identified gaps.
- **Financial Flow Map and Adaptation needs geographical map (at district level):** Visual and analytical tools mapping financial flows against adaptation needs. A visual representation of all financial flows for adaptation actions at the district level.
- **Coverage Analysis Report for twelve districts (one from each province):** A clear delineation of what is covered under local adaptation plans versus district development plans (PESODs).
- **Proposed Funding Mechanisms assessment:** Assessment of the type and efficacy of financial instruments deployed in practice for adaptation and recommendations for innovative funding mechanisms or for using existing instruments that can be used to attract and allocate additional resources for adaptation actions.
- **Action Plan for Increasing Adaptation Financing:** A strategic plan with clear, actionable steps to enhance financing for adaptation needs, identifying key opportunities and stakeholders.
- **Validation workshop:** organize a validation workshop in Maputo with online participation of the twelve districts to validate the tools and findings.
- **Final Report:** Comprehensive report summarizing all findings, including actionable recommendations, the proposed action plan, and funding mechanisms.

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

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

## 9 ESTIMATED NUMBER OF PERSONS/DAY

Steps	Working Days
Desk review report (D1)	30
Data collection, interviews and analysis to inform the tools and the coverage analysis report	75
Development of map and visualization tools (D2+D3)	20
Write up of coverage report (D4)	10
Proposed funding mechanisms assessment (D5) and action plan (D6)	10
Validation Workshop (D7)	3
Final report with recommendations (D8)	10
<b>Total</b>	<b>158 days</b>

The quantities of "persons/days" indicated above are indicative (and may be more or less) and the tenderer must submit an adequate work plan to perform all services and services (and as specified in their tender) lump sum per deliverable - see section 10.

## **10 DURATION OF THE CONSULTANCY**

- a) This consultancy will have a maximum execution period of 180 days from the date the contract was awarded.
- (b) The date of the award notice is the official start of the contract, while the kick-off meeting is considered to be the official start of activities. The kick-off meeting shall be held as soon as possible after notification of the Letter of Assignment and no later than one week after notification of the Letter of Award.
- c) The service provider should carry out the main activities, including the seminar, between June and October 2025. All results should be submitted by End of November 2025.
- (d) The service provider's work plan shall be realistic, considering the total duration of the consultancy, the nature of the services requested and the indicative deadlines set out under section 8. The consultant may propose different deadlines according to his or her experience. The work plan may also be adjusted during the kick-off meeting, respecting the contractual conditions.
- e) The consultancy must comply with the results that include the activities under section 1.4 by presenting as a result the specified products within the deadlines indicated below:

## **11 WORKING MODALITIES**

- The service provider will have a contract based on deliverables.
- The service provider will work closely with Enabel and the entity in MAAP responsible for coordinating climate change, who will oversee the task.
- The work will be carried out using the service provider's equipment and premises.

## **12 TECHNICAL AND FINANCIAL OFFER**

### **12.1 Documents Required**

Interested consulting firms are invited to submit their proposals, which should include a detailed methodology, work plan, budget, and CVs of key personnel.

## 13 Forms

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

#### 13.1.1 Natural person

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

<b>I. PERSONAL DATA</b>		
FAMILY NAME(S)①		
FIRST NAME(S)①		
DATE OF BIRTH		
DD	MM	YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT		
IDENTITY CARD	PASSPORT DRIVING LICENCE②	OTHER③
ISSUING COUNTRY		
IDENTITY DOCUMENT NUMBER		
PERSONAL IDENTIFICATION NUMBER④		
PERMANENT PRIVATE ADDRESS		
POSTCODE	P.O. BOX	CITY
REGION⑤	COUNTRY	
PRIVATE PHONE		
PRIVATE E-MAIL		
<b>II. BUSINESS DATA</b>		If YES, please provide business data and attach copies of the official supporting documents.
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	<b>BUSINESS NAME (if applicable)</b> <b>VAT NUMBER</b> <b>REGISTRATION NUMBER</b> <b>PLACE OF REGISTRATION:</b> <b>CITY</b>  <b>COUNTRY</b>	
YES      NO		
DATE	SIGNATURE	

① As indicated on the official document.

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

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

④ See table with corresponding denominations by country.

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



### 13.1.2 Legal person entity private/public legal body

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

<b>OFFICIAL NAME</b> ①					
<b>BUSINESS NAME</b> (if different)					
<b>ABBREVIATION</b>					
<b>LEGAL FORM</b>					
<b>ORGANISATION TYPE</b>	<b>FOR PROFIT</b>	<b>NON FOR PROFIT</b>	<b>NGO</b> ②	<b>YES</b>	<b>NO</b>
<b>MAIN REGISTRATION NUMBER</b> ③					
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)					
<b>PLACE OF MAIN</b>					
<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>			
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>		
<b>VAT NUMBER</b>					
<b>ADDRESS OF HEAD OFFICE</b>					
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>			
<b>COUNTRY</b>	<b>PHONE</b>				
<b>E-MAIL</b>					
<b>DATE</b>			<b>STAMP</b>		
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>					

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.

13.1.3 **Public law body<sup>①</sup>**

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

<b>OFFICIAL NAME<sup>②</sup></b>  <b>ABBREVIATION</b>  <b>MAIN REGISTRATION NUMBER<sup>③</sup></b>  <b>SECONDARY REGISTRATION NUMBER</b> (if applicable)  <b>PLACE OF MAIN</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"><b>REGISTRATION</b></td> <td style="width: 20%;"><b>CITY</b></td> <td style="width: 40%;"><b>COUNTRY</b></td> </tr> </table> <b>DATE OF MAIN REGISTRATION</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"><b>DD</b></td> <td style="width: 30%;"><b>MM</b></td> <td style="width: 40%;"><b>YYYY</b></td> </tr> </table> <b>VAT NUMBER</b>  <b>OFFICIAL ADDRESS</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"><b>POSTCODE</b></td> <td style="width: 30%;"><b>P.O. BOX</b></td> <td style="width: 40%;"><b>CITY</b></td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><b>COUNTRY</b></td> <td style="width: 40%;"><b>PHONE</b></td> </tr> </table> <b>E-MAIL</b>				<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>	<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>	<b>COUNTRY</b>	<b>PHONE</b>
<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>												
<b>DD</b>	<b>MM</b>	<b>YYYY</b>												
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>												
<b>COUNTRY</b>	<b>PHONE</b>													
<b>DATE</b>		<b>STAMP</b>												
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>														

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

### 13.2 Financial identification

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>11</sup>	
IBAN/ACCOUNT NUMBER <sup>12</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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<sup>11</sup> 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.

<sup>12</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

### 13.3 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/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](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](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

.....

Place, date

### 13.4 Integrity statement for the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by ‘read and approved’, in writing, and indication of name and function of the person signing:

.....

Place, date

### **13.5 Power of attorney**

The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

In case of a **joint venture**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

### **13.6 Certification of registration and / or legal status**

The tenderer shall include in his tender copies of the most recent documents<sup>13</sup> showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

### **13.7 Certification of clearance with regards to the payments of social security contributions**

The tenderer shall include in his tender a **recent certification**<sup>13</sup> 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.

### **13.8 Certification of clearance with regards to the payments of applicable taxes**

The tenderer shall include in his tender a **recent certification**<sup>13</sup> (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.

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

### 13.9 Financial offer & tender form

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

The service provider must include all expenses necessary in its prices for the performance of the contract, including all fees and taxes of any kind generally charged on the services, except value-added tax. The service provider should especially consider the following costs:

- Cost of a seminar in Maputo for 50 people
- Rates
- Local travel (and land-related logistics), insurance, visas, communication expenses
- Subsistence allowance and accommodation expenses (including per diems for civil servants in line with current Mozambican legislation<sup>14</sup>)
- Administrative and secretarial costs
- the cost of the documentation related to the services and possibly required by the contracting authority
- The production and delivery of documents or tools related to the execution of the services
- Reception costs
- All expenses, personnel costs and material costs necessary for the performance of this contract
- Remuneration in the form of royalties
- Purchase or rental from third parties of services necessary for the performance of the contract.
- Communication expenses (including internet), all costs and expenses of personnel or material necessary for the performance of this contract, remuneration such as copyrights, purchase or rental from third parties of services needed for the performance of the contract.

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

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

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<sup>14</sup> Decree n.o 95/2018 (Conditions) e o Diploma Ministerial n.o 69/2019 (Full amount)



Description	Unit	Prices in Euro excl. VAT
Deliverable 1: <b>Desk review report:</b> Detailing the methodology, timeline, and initial findings after the desk review.	Lump sum	
Deliverable 2 +3: <b>Financing Needs Table:</b> A detailed overview of current and potential financing sources and financing needs at district level, with identified gaps.  <b>Financial Flow Map and Adaptation needs geographical map (at district level):</b> Visual and analytical tools mapping financial flows against adaptation needs. A visual representation of all financial flows for adaptation actions at the district level.	Lump sum	
Deliverable 4: <b>Coverage Analysis Report for twelve districts (one from each province):</b> A clear delineation of what is covered under local adaptation plans versus district development plans (PESODs).	Lump sum	
Deliverable 5+6: <b>Proposed Funding Mechanisms assessment:</b> Assessment of the type and efficacy of financial instruments deployed in practice for adaptation and recommendations for innovative funding mechanisms or for using existing instruments that can be used to attract and allocate additional resources for adaptation actions.  <b>Action Plan for Increasing Adaptation Financing:</b> A strategic plan with clear, actionable steps to enhance financing for adaptation needs, identifying key opportunities and stakeholders.	Lump sum	
Deliverable 7+8: <b>Validation workshop:</b> organize a validation workshop in Maputo with online participation of the twelve districts to validate the tools and findings.  <b>Final Report:</b> Comprehensive report summarizing all findings, including actionable recommendations, the proposed action plan, and funding mechanisms	Lump sum	
<b>TOTAL</b>		
<b>VAT</b>		<b>%</b>

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

**ATTENTION!**

- The tenderer must include in his price the applicable WITHOLDDING TAX
- The tenderer must submit prices in EURO

Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Place and date: .....

Signature: .....