



Tender: MOZ22006-10056

**PROJECTO DE CRIAÇÃO DE
INSTRUMENTOS PARA ATRIBUIÇÃO DO
SELO DE QUALIDADE AMBIENTAL**

1	General point	4
1.1	Deviations from the General Implementing Rules.....	4
1.2	Contracting authority.....	4
1.3	Institutional framework of Enabel.....	4
1.4	Rules governing the public contract	5
1.5	Definitions	5
1.6	Processing of personal data by the contracting authority and confidentiality 7	
1.7	Deontological obligations.....	7
1.8	Applicable law and competent court	8
2	Object and scope of the contract.....	9
2.1	Type of contract	9
2.2	Object and scope of the contract	9
2.3	Quantities	9
2.4	Duration.....	9
3	Procedure.....	10
3.1	Award procedure	10
3.2	Publication.....	10
3.3	Information	10
3.4	Tender	10
3.5	Submission of tenders.....	12
3.6	Amending or withdrawing tenders	13
3.7	Opening of tenders	13
3.8	Evaluation of tenders	13
•	Evaluation and awarding criteria	14
3.9	Negotiations	15
3.10	Awarding the public contract.....	15
3.11	Concluding the contract	15
4	Specific contractual provisions.....	16
4.1	Definitions (Art. 2)	16
4.2	Correspondence with the service provider (Art. 10).....	16
4.3	Managing official (Art. 11)	16
4.4	Subcontractors (Art. 12-15)	17

4.5	Confidentiality (Art. 18).....	17
4.6	Protection of personal data	18
4.7	Intellectual property (Art. 19-23).....	18
4.8	Performance bond (Art. 25-33)	18
4.9	Conformity of performance (Art. 34)	19
4.10	Changes to the procurement contract (Art. 37 to 38/19)	19
4.11	Preliminary technical acceptance (Art. 41-42).....	20
4.12	Performance modalities (Art. 146 and seq.)	20
4.13	Zero tolerance sexual exploitation and abuse	20
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155). 20	
4.15	Invoicing and payment of services (Art. 66-72 and 160)	22
4.16	Acceptance of the services performed	23
4.17	End of the contract (Art. 64-65, 150 and 156-157)	23
4.18	Litigation (Art. 73).....	23
5	Terms of reference	25
1.	Objetivo	35
f)	Contratar Consultoria Independente para a criação do Selo Ambiental.35	
g)	2.1. Específico.....	35
6	Forms	39
6.1	Identification forms (6.1.1 or 6.1.2 or 6.1.3, depending on your status) 39	
6.2	Financial identification.....	42
6.3	Declaration on honour – exclusion criteria	43
6.4	Integrity statement for the tenderers	45
6.5	Power of attorney	46
6.6	Certification of registration and / or legal status.....	46
6.7	Certification of clearance with regards to the payments of social security contributions	46
6.8	Certification of clearance with regards to the payments of applicable taxes 46	
6.9	Financial offer & tender form	46

1 General point

1.1 Deviations from the General Implementing Rules

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

1.2 Contracting authority

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

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

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

1.3 Institutional framework of Enabel

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

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

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones.
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁵ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and

¹ Belgian Official Gazette of 26 March 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008

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

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

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

1.4 Rules governing the public contract

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

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

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

1.5 Definitions

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

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

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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

1.6.2 Confidentiality

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

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

1.7 Deontological obligations

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

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

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

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

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer,

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

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

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

1.8 Applicable law and competent court

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

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

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

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

2 Object and scope of the contract

2.1 Type of contract

Public contract of services.

2.2 Object and scope of the contract

The general objective of this consultancy is: PROJECTO DE CRIAÇÃO DE INSTRUMENTOS PARA ATRIBUIÇÃO DO SELO DE QUALIDADE AMBIENTAL

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 maximum period of implementation for this consultancy is forty (80) days after award notification.

3 Procedure

3.1 Award procedure

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

3.2 Publication

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

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

3.3 Information

The awarding of this contract is coordinated by Mr. Carmindo 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. Carmindo Penina (carmindo.penina@enabel.be) cc tendersmoz@enabel.be

They will be answered in the order received.

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

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

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

3.4 Tender

3.4.1 Data to be included in the tender

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

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

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

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

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

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

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

3.4.2 Price determination

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

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

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

3.4.3 Elements included in the price

The service provider is supposed to have included in its prices, both unit and overall, all fees and taxes of any kind generally burdening the services, except for value-added tax. All the following expenses are the responsibility of the service provider, including:

- Fees.
- Local travel, insurance, 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.
- Communications 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.

International air transport will be reimbursed by ENABEL. Those costs should not be included in the forfeit price. Those reimbursable expenses will be based on supporting documents. ENABEL approval before incurring the expense is always necessary. Otherwise, the expenditure cannot be reimbursed even with a supporting document:

- International air transport: Airline tickets for international flights between the expert's country of residence and the place of service provision are arranged and covered by the bidder (economy class ticket for the most economically advantageous route).

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 28/07/2025 at 12:00 noon**.
- It is submitted in a properly sealed envelope bearing the following information:
Tender MOZ21006-10056

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.

<h4>3.8.1 Exclusion grounds and selection criteria</h4>

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 Law of 17 June 2016.

3.8.2 Regularity of tenders

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity regarding ToR and also minimum requirement for the **Consultant's Profile**:

- Ter experiência em produção de normas e certificação;
- Possuir uma equipa de apoio com pelo menos 3 membros. O líder da equipa deve ter experiência na área ambiental e os restantes membros nas áreas de comunicação, marketing e domínio das normas internacionais de qualidade e ambiente;
- Pelo menos um membro da equipa fluente na língua portuguesa;
- Pelo menos um membro da equipa deve ter experiência no desenvolvimento associativo e dinâmicas do sector privado.

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)

The tenderer must join to his bid the CVs of the experts who will perform the services.

To be considered for the evaluation, the CVs of the experts must demonstrate the minimum requirements set out in the point 3.8.2 “Regularity of the tenders” below.

The cvs will be evaluated (as a whole) regarding the 5 first criteria in the table below.

• Evaluation and awarding criteria

#	CrITÉrio de selecção	Peso (percentagem)
1	Dominio de normas de qualidade ambiental e toda outra legislação ambiental relevante;	20%
2	Methodology – the proponent should describe in note	20 %

	<p>of no more than 5 pages the methodology that will be used to implement all the services defined in the ToR</p> <p>Key point from the assessment (no exhaustive):</p> <ul style="list-style-type: none"> - Clarity of the methodology - Understanding of the task - Trust in the methodology to achieve results within of requested deadline - Adaptation to the context local - Integration from the diversity of actors involved and sectors implemented node Enabel Portfolio <p>Effectiveness and efficiency of the methodology</p>	
2	Conhecimento prévio do sector do ambiente nacional;	10%
3	Domínio do contexto internacional de produção de normas e certificação	10%
4	Experiência no desenvolvimento associativo e dinâmicas do sector privado em Moçambique	10%
5	Preço	30%

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 3 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: “**MOZ21006-10056**”
- the name of the managing official: Sofie

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. Proportional partial payment will be made after acceptance of each phase.

Schedule of payments

The service provider will be paid based on the results

PAYMENTS INSTALMENTS

Payment installments will follow the following arrangements:

Actividades	Fase de pagamento
i. Criadas equipe de coordenação	Fase 1 – 30%
ii. Relatório do Diagnóstico com análise das Normas Internacionais	
iii. Definição dos Instrumentos e Comissão de avaliação	Fase 2 – 30%
iv. Proposta do instrumento legal de criação do SQA.	
v. Workshop de Validação e relatório	
vi. Termos de Referência e projectos das fases 2, 3 e 4	Fase 3 – 40%
vii. Apresentação do Relatório Final	

The successful bidder can introduce request of advance of 20% of the tender amount after awarding.

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.

1. INTRODUÇÃO E CONTEXTO

Moçambique possui uma vasta disponibilidade de recursos naturais e uma biodiversidade considerável, o que representa um factor vital para o desenvolvimento e para o sustento da maioria da população moçambicana.

Entretanto, a utilização excessiva destes recursos tem causado impactos severos ao meio ambiente, tais como a destruição de habitats naturais, a perda da biodiversidade, a erosão do solo, a poluição do ar e da água, o que em conjunto têm contribuído para acelerar o impacto negativo das mudanças climáticas, que comprometem a saúde dos ecossistemas e a sua capacidade de fornecer serviços ecossistémicos essenciais às comunidades, incluindo alimentos e benefícios culturais.

Nas últimas três décadas, Moçambique tem testemunhado uma rápida degradação de seus recursos naturais, resultante do aumento da exploração destes recursos por parte da população, associada à fragilidade dos mecanismos de controlo das instituições do governo central e locais. Paralelamente, a pressão sobre a biodiversidade tem sido também impulsionada pelo crescimento económico do país nos sectores da agricultura, mineração e de infraestruturas, associados à expansão urbana.

Nestes termos, torna-se essencial que o desenvolvimento do país seja sustentável, de modo a preservar o reconhecimento, a valorização e a conservação da biodiversidade para as futuras gerações.

Reconhecendo o valor da biodiversidade, o Governo de Moçambique ratificou diversos acordos internacionais, incluindo a Convenção sobre a Diversidade Biológica (CBD, Resolução nº 2/94) e o Protocolo de Nagoya sobre o Acesso e a Partilha Justa e Equitativa de Benefícios (Resolução nº 2/2014), assumindo assim os princípios da conservação da diversidade biológica, e partilha justa e equitativa dos benefícios resultantes da sua utilização sustentável

A nível nacional, este compromisso reflete-se no desenvolvimento e na implementação de políticas, estratégias e mecanismos voltados para a conservação da biodiversidade.

Em sede da Décima Quinta Conferência das Partes da CBD (COP15), foi aprovado o Quadro Global de Biodiversidade, que impõe a necessidade dos países membros aprimorarem cada vez mais acções com vista a fortalecer medidas de conservação, preservação e uso sustentável da biodiversidade.

No quadro dos mecanismos de valorização, preservação e uso sustentável da biodiversidade, Moçambique privilegiou a revisão e adequação de mecanismos de

programas de educação ambiental como forma de despertar cada vez mais a consciência na utilização dos recursos naturais e do ambiente.

Criado pelo **Decreto Presidencial nº 05/2025, de 6 de Janeiro**, o Ministério da Agricultura, Ambiente e Pescas, órgão central do aparelho de estado que, de acordo com os princípios, objectivos, prioridades e tarefas definidas pelo governo, planifica, dirige, controla, monitora, avalia a implementação e assegura a execução da legislação e das políticas públicas nos domínios da agricultura, pecuária, hidráulica agrícola, plantações agro florestais, segurança alimentar, mar, águas interiores, pescas, administração e gestão de terras, geomática, florestas e fauna bravia, ambiente, mudanças climáticas e áreas de conservação.

Através dos programas de educação ambiental, Moçambique procura promover a conexão entre as pessoas e a natureza, despertando a percepção dos temas que impactam o meio ambiente, estimulando a tomada de acções com enfoque na preservação e na sustentabilidade ambiental, com vista a desenvolver tecnologias verdes que permitirão a continuidade da terra como um lugar habitável e pleno de recursos.

Como estímulo à manifestação e adopção da consciência ambiental, o Governo de Moçambique em parceria com o sector privado representado pela CTA, pretendem adoptar um mecanismo de distinção de boas práticas ambientais através da atribuição de um **Selo de Qualidade Ambiental (SQA)** a entidades que, no seu dia a dia, observem ou adoptem critérios, práticas ou padrões de sustentabilidade ambiental.

A atribuição do **SQA** será um reconhecimento para organizações que demonstrem um compromisso com a sustentabilidade ambiental e com a inovação, contribuindo para um futuro mais resiliente e de baixo impacto ambiental em Moçambique.

A implementação do presente projecto será efectuada em quatro fases, a saber:

- (i) Diagnóstico e elaboração de instrumentos;
- (ii) Consultas, validação e aprovação dos instrumentos para a atribuição do SQA pela entidade competente;
- (iii) Divulgação, sensibilização e capacitação;
- (iv) Implementação efectiva do SQA.

Para cada uma das fases, acima descritas, serão descritas as respectivas actividades específicas e metas correspondentes.

A operacionalização do SQA pretende alinhar-se com outras iniciativas que visem estimular a prestação de serviços de qualidade em Moçambique, destacando-se, mas não se limitando ao Selo MADE IN MOÇAMBIQUE, implementado pelo Ministério que superintende a Indústria e Comércio, e que visa valorizar a produção nacional e a sua exportação.

Na primeira fase, de diagnóstico e elaboração de instrumentos, serão identificadas e analisadas as normas internacionais no domínio da sustentabilidade ambiental, Desenvolvidos normas e procedimentos, alinhados às melhores práticas internacionais e adaptados ao contexto de Moçambique e, estabelecidos critérios objectivos para reconhecer e certificar instituições que, voluntariamente se comprometam com a preservação ambiental e com a conservação da biodiversidade.

Na segunda fase, de consultas, validação e aprovação dos instrumentos para a atribuição do SQA pela entidade competente, serão realizados workshops de consultas públicas, para aprovação e validação dos instrumentos, com o feedback, percepções e sugestões dos participantes e proposto um sistema online para submissão de pedidos de adesão ao SQA, modelos de formulários, contratos e relatórios padrão que facilitem a implementação, um modelo de base de dados para o registo centralizado de empresas que aderiram ou solicitaram à adesão do SQA e um modelo sistema de arquivo dos relatórios de auditoria.

Na terceira fase, será feita a divulgação do SQA, a capacitação dos sectores elegíveis e sensibilização orientadas para gestores de topo de grandes corporações sobre os benefícios da sustentabilidade. Elaborado programa de capacitação para empresas de consultoria ambiental, auditores e gestores ambientais. Realizar Workshops de consultas públicas e sensibilização aos diferentes intervenientes sobre os instrumentos, aprovados, de capacitação às empresas de consultoria ambiental e engajar as entidades públicas e privadas e alinhamento com o Sector Financeiro.

A quarta fase, será de implementação efectiva do SQA, através de um Projecto-Piloto, para o teste inicial do SQA, com o propósito de avaliar os desafios e a necessidade de melhorias. Nesta fase serão feitas realizadas, também, considerações para melhoria contínua de forma a ajustar e aprimorar o Selo com base nos resultados obtidos no Projecto-piloto.

Estes termos de referência são apenas referentes á primeira fase (Fase 1.)

2. OBJECTIVOS

2.1 Objectivo geral

Desenvolver e implementar o Selo de Qualidade Ambiental

2.2 Objectivos específicos da Fase 1

- a) Identificar e analisar normas internacionais no domínio da sustentabilidade ambiental,
- b) Desenvolver normas e procedimentos, alinhados às melhores práticas internacionais e adaptados ao contexto de Moçambique,
- c) Estabelecer critérios objectivos para reconhecer e certificar instituições que, voluntariamente se comprometam com a preservação ambiental e com a conservação da biodiversidade.
- d) Validar e criar instrumentos, incluindo proposta de Decreto ou Diploma Ministerial, para a atribuição do Selo de Qualidade Ambiental.
- e) Submeter uma proposta do Selo de Qualidade Ambiental incluindo o Layout para consideração e adopção no MAAP.

3. RESULTADOS ESPERADOS NA FASE 1

3.1. Relevância

Com a população em constante crescimento, a sustentabilidade ambiental tornou-se uma prioridade para a preservação do planeta, através de acções ambientalmente responsáveis ao nível dos países, corporações e cidadãos. O projecto do SQA apresenta-se como um dos mecanismos importantes no quadro dos esforços para conter a degradação da qualidade ambiental e a destruição da biodiversidade. A sua concepção irá compreender diferentes fases, sendo que na primeira destacam-se, o estabelecimento de critérios, procedimentos e instrumentos de avaliação e premiação, como resultado dum diagnóstico minucioso, a definição dos objectivos, metas, cronograma e indicadores de sucesso para a Implementação Efectiva do Selo de Qualidade Ambiental, a definição do modelo de gestão do Selo de Qualidade Ambiental, clarificando as responsabilidades das partes interessadas como a Direcção Nacional do Ambiente e Mudanças Climáticas (DAMC), Sector Privado representado pela CTA, representante do INNOQ, representante da academia, representante dos parceiros de cooperação, representante da sociedade civil, representante do Sector Financeiro.

4. RESULTADOS ENTREGÁVEIS – FASE 1

4.1 Entregáveis da Fase 1

- Espera-se que durante o tempo de implementação do projecto (três meses) o consultor seja capaz de entregar os seguintes produtos:
 - Apresentar o diagnóstico situacional do comprometimento das instituições no que concerne às questões ambientais incluindo uma análise das normas internacionais relevantes;
 - Apresentar a proposta do regulamento para atribuição do Selo de Qualidade Ambiental, incluindo instrumentos de avaliação incluindo um layout;
 - Apresentar a proposta do instrumento legal (Decreto/Diploma) de criação do Selo de Qualidade Ambiental;
 - Criada a equipe de coordenação e a Comissão de Avaliação para a Atribuição do Selo de Qualidade Ambiental;
 - Termos de Referência e projectos das fases 2, 3 e 4, com a duração de três (3) meses cada;
 - Realizar um workshop de validação e apresentar relatório sumário das conclusões e recomendações;
 - Apresentar ao MAAP o relatório final da proposta do Selo de Qualidade Ambiental incluindo o seu layout.

	Descrição	PRAZO DE ENTREGA (Contando a partir da adjudicação)
Entregável I	Termos de Referência e composição da Equipe de coordenação	30 dias
Entregável II	Relatório do Diagnóstico com análise das Normas Internacionais	
Entregável III	Proposta do instrumento legal (Decreto/Diploma) de criação do Selo de Qualidade Ambiental.	60 dias
Entregável IV	Instrumentos e Comissão de Avaliação para a Atribuição do Selo de Qualidade Ambiental	
Entregável V	Relatório do workshop de validação	
Entregável VI	Termos de Referência e projectos das fases 2, 3 e 4, com a duração de três (3) meses cada;	90 dias
Entregável VII	Relatório final da proposta do Selo de Qualidade Ambiental incluindo o seu layout	

Resultados Tangíveis de Sustentabilidade

A sustentabilidade do **Selo de Qualidade Ambiental** irá basear-se na implementação de um **modelo transparente e financeiramente viável**, com o propósito de assegurar credibilidade e um impacto positivo no meio ambiente e na economia. Para o efeito, são adotadas as seguintes estratégias:

(i) **Definição de Critérios Claros e Rigorosos com padrões ambientais bem definidos**, alinhados com **normas nacionais e internacionais**. Os critérios a adotar deverão ser:

- a) **Mensuráveis e auditáveis**, para permitir avaliações objetivas;
- b) **Adaptáveis às realidades locais**, considerando as especificidades de cada região;
- c) **Periodicamente revistos**, com o propósito de incorporar avanços tecnológicos e novas diretrizes ambientais.

(ii) **Modelo Financeiro Sustentável**, que inclua:

- a) **Sistema de adesão em que** as instituições certificadas, contribuem para a manutenção e expansão do Selo de Garantia de Qualidade o que irá assegurar a sua continuidade e credibilidade;
- b) **Parcerias estratégicas** com o governo, sector privado e organismos internacionais o que irá possibilitar apoio financeiro e assistência técnica;
- c) **Incentivos fiscais e benefícios comerciais**, para atrair empresas interessadas na certificação.

(iii) **Credibilidade e Transparência**

A implementação do **Selo de Qualidade Ambiental** será acompanhada de mecanismos que garantam a **imparcialidade e confiabilidade**, de todo o processo, o que irá incluir:

- a) **A criação de uma comissão independente responsável pela certificação**, composto por técnicos, consultores ambientais e especialistas representantes de diferentes sectores;
- b) **Auditorias periódicas**, para assegurar a conformidade com os critérios ambientais estabelecidos;
- c) **Um Sistema de monitoria**, para permitir que a sociedade acompanhe o processo.

(iv) **Engajamento dos Actores-Chave**

A adesão ao **Selo de Qualidade Ambiental** será impulsionada por iniciativas que envolvam diferentes acções nomeadamente:

- a) **A Sensibilização e capacitação de empresas** sobre os benefícios da certificação ambiental;

- b) **Parcerias com diferentes actores do sector privado e da academia**, para promover o desenvolvimento contínuo dos critérios de atribuição do selo;
- c) **Envolvimento de organizações da sociedade civil e da comunidade**, para garantir que o impacto seja real e inclusivo.

(v) Plano de Comunicação e Valorização do Selo

Para fortalecer a aceitação e o reconhecimento do Selo de Qualidade Ambiental, serão implementadas acções de comunicação estratégica, incluindo:

- a) **Campanhas de conscientização** orientadas para a divulgação da importância da certificação junto dos consumidores e das empresas;
- b) **Diferenciação de produtos e serviços certificados** no mercado, para ampliar a sua competitividade;
- c) **Reconhecimento oficial do Selo de Garantia Ambiental por reguladores e investidores**, com o propósito de consolidar o seu valor no setor económico.

4.3 Considerações sobre género e inclusão social

A implementação do **SQA** em todas as fases irá considerar a inclusão do género, na equipa de coordenação, no comité de avaliação bem como nas propostas.

4.4. Relatório final

O Relatório ser fornecido em Inglês ou português, deverá:

- Apresentar um resumo das principais lições apreendidas, conclusões e recomendações deverá.
- Incluir uma secção que proponha acções de seguimento para promover a disseminação dos resultados do projecto a um público amplo.

O relatório final deverá ser apresentado a ENABEL até trinta dias após a conclusão de todas as actividades realizadas. Terá a duração de três (3) meses

4. Metodologia

4.1 Abordagem metodológica

O SQA será desenvolvido através de consultoria para o diagnóstico e elaboração de normas e procedimentos, alinhados com as melhores práticas internacionais, adaptadas ao contexto nacional.

A contratação será realizada pela ENABEL, conforme as suas regras de contratação pública.

A sua operacionalização será através dum escopo de engajamento das partes interessadas (stakeholders) devendo obedecer a quatro fases, sendo que cada uma delas deverá ter os respectivos Termos de Referência e Orçamento.

A implementação do SQA em Moçambique tem o propósito de certificar boas práticas ambientais, para incentivar a adopção de padrões ambientais sustentáveis e promover a diversificação da matriz energética. Entre os critérios para a certificação, destacam-se:

- 1.** A eficiência energética a considerar o uso de diferentes fontes alternativas para a produção de energias e ao mesmo tempo contribuir para a redução das emissões.
 - a) Uso de fontes renováveis e energias limpas;
 - b) Redução das emissões de carbono;
 - c) Plantio de Árvores.
- 2.** A eficiência hídrica também será um dos critérios a considerar na avaliação e, tem como propósito incentivar a adoção de tecnologias que reduzam o desperdício de água, tais como:
 - a) Sistemas de captação e aproveitamento da água da chuva;
 - b) Re-uso de efluentes tratados para fins produtivos;
 - c) Irrigação eficiente e práticas de conservação da água.

De igual modo, a certificação valorizará iniciativas que promovam:

- d) Uso responsável da água, conservação de bacias hidrográficas e protecção de nascentes;
 - e) Redução da poluição hídrica por indústrias e actividades agrícolas;
 - f) Acesso à água potável pelas comunidades locais, especialmente em áreas rurais.
- 3.** No âmbito da gestão de resíduos e economia circular, o Selo de Qualidade Ambiental irá reconhecer instituições e empresas que implementem práticas como:
 - a)** A separação, tratamento e destino adequado de resíduos sólidos;
 - b)** A redução do desperdício e o incentivo ao uso de materiais recicláveis;
 - c)** O design ecológico e a logística reversa para minimizar impactos ambientais;

- d)** O apoio a associações de reciclagem, que promovam a transformação de resíduos em novos produtos ou fontes de energia, com enfoque na participação de jovens e de mulheres;
- e)** A compostagem e o reaproveitamento de materiais, em iniciativas que promovam a inclusão de jovens e mulheres em projectos de sustentabilidade.

O selo será constantemente aprimorado para garantir a sua eficácia e a sua relevância a longo prazo, por meio de:

- Indicadores de impacto ambiental e social, que possibilitem avaliar o desempenho das instituições certificadas;
- Relatórios periódicos para demonstrar a transparência e o compromisso com a sustentabilidade;
- Adaptação contínua às novas exigências ambientais, para assegurar a utilização do Selo de Qualidade Ambiental como uma referência de boas práticas.

Cronograma de Actividades

Actividades	Semanas											
	1	2	3	4	5	6	7	8	9	10	11	12
i. Criadas equipe de coordenação												
ii. Relatório do Diagnóstico com análise das Normas Internacionais												
iii. Definição dos Instrumentos de avaliação												
v. Criação da Comissão de Avaliação para a Atribuição do SQA												
vi. Proposta do instrumento legal de criação do SQA.												

4.2 Fases de Pagamento

Actividades	Fase de pagamento
i. Criadas equipe de coordenação	Fase 1 – 30%
ii. Relatório do Diagnóstico com análise das Normas Internacionais	
iii. Definição dos Instrumentos e Comissão de avaliação	Fase 2 – 30%
iv. Proposta do instrumento legal de criação do SQA.	
v. Workshop de Validação e relatório	

	vi. Termos de Referência e projectos das fases 2, 3 e 4	Fase 3 – 40%	
	vii. Apresentação do Relatório Final		
5. AGENDA DO WORKSHOP/FORMAÇÃO/REUNIÃO			
i.	Workshop de Consulta pública, aprovação e validação dos relatórios e instrumentos, definidos nos objectivos da Consultoria e entregáveis.		
Agenda do Workshop de Consultas públicas, de dois dias, para APROVAÇÃO E VALIDAÇÃO DOS INSTRUMENTOS			
	<ul style="list-style-type: none">• Chegada e registo de participantes• Apresentação de objectivos do workshop• Aprovação da agenda e metodologia de trabalho• Discurso de abertura• Apresentação sobre Selo de Qualidade Ambiental• Apresentação dos instrumentos de avaliação<ul style="list-style-type: none">○ Modelos de Formulários de adesão ao Selo de Qualidade Ambiental○ Almoço○ Contratos e relatórios padrão que facilitem a implementação○ Modelo de base de dados para o registo centralizado de empresas○ Mecanismos de adesão ao Selo de Qualidade Ambiental e○ Modelo sistema de arquivo dos relatórios de auditoria• Debate e Resumo• Enceramento dos trabalhos do primeiro dia• Segundo dia• Registo dos participantes• Metodologia de classificação de cada instrumento• Apresentação sobre benefícios e sustentabilidade• Debate em grupos de trabalho e• Percepções e sugestões em Plenária• Almoço• Aprovação e validação instrumentos• Acções de seguimento• Considerações finais• Enceramento	<div>8:00 a 8:300</div> <div>8:30 a 8:45</div> <div>8:45 a 9:10</div> <div>09:10 a 10:20</div> <div>10:20 a 11:25</div> <div>11:25 a 12:30</div> <div>12:30 13:30</div> <div>13:30 14:30</div> <div>14:30 15:30</div> <div>15:30 16:30</div> <div>16:30 17:30</div> <div>17:30 a 18:30</div> <div>8:00 a 8:300</div> <div>8:30 a 9:30</div> <div>9:30 a 10:30</div> <div>10:35 a 11:30</div> <div>11:30 a 12:30</div> <div>12:30 13:30</div> <div>13:30 a 14:43</div> <div>14:30 a 15:30</div> <div>15:30 a 16:30</div> <div>17:00</div>	
ii.	Um diagnóstico com as principais práticas de sustentabilidade adoptadas pelas Instituições Públicas e Privado no país.		
iii.	Definição do modelo de gestão do Selo de Qualidade Ambiental, clarificando as responsabilidades da DINAB, Sector Privado representado pela CTA, representante		

- do INNOQ, representante da academia, representante dos parceiros de cooperação, representante da sociedade civil, representante do Sector Financeiro.
- iv. Requisitos técnicos e operacionais para a obtenção do Selo de Qualidade Ambiental.
 - v. Modelo de relatório periódico de ganhos que demonstrem os benefícios ambientais, económicos e sociais alcançados pela implementação do Selo Qualidade Ambiental.
 - vi. Modelo de Regulamento para o funcionamento do Comité Independente de validação e aprovação do Selo de Qualidade Ambiental
 - vii. Definição dos objetivos das Fases 2, 3 e 4.

FERRAMENTAS

O SQA será desenvolvido através de consultoria para o diagnóstico e elaboração de normas e procedimentos, alinhados com as melhores práticas internacionais, adaptadas ao contexto nacional. A consultoria será guiada por um TdR específico, abaixo descrito:

Termos de Referência para a contratação da Consultoria para a Criação do Selo de Qualidade Ambiental

Introdução

A Direcção Nacional do Ambiente e Mudanças Climáticas em parceria com o CTA pretende aceder a Fundos da ENABEL, destinados a financiamento para Estudos, Assistência técnica e Formação, para a criação do Selo de Qualidade Ambiental para a República de Moçambique.

Com vista a garantir transparência e credibilidade, a criação do Selo de Qualidade Ambiental será realizada por uma Consultoria externa e independente a ser contratada pela ENABEL, dentro dos critérios apresentados pelo presente Termos de Referência alinhado ao Modelo para a Projectos de Assistência Técnica.

1. Objectivo

f) Contratar Consultoria Independente para a criação do Selo Ambiental.

g) 2.1. Específico

- Identificar responsabilidades da Consultoria
- Estabelecer perfil da Consultoria
- Demarcar prazos para a consultoria.

2. Responsabilidades do Consultor

- Trabalhar em articulação com a Comissão de Criação do Selo;
- Conceber um selo ambiental com as seguintes características;
 - Objectividade, com informações relevantes;
 - Compreensível, facilitando assim a comunicação;
 - Observar a linguagem ambiental para que o consumidor entenda e se familiarize com as questões ambientais;

- Ter símbolos padronizados.
- Propor o Layout do Selo;
- Capacitar os membros da comissão sobre as normas ISO 14000 e legislação ambiental relacionada;
- Estabelecer os critérios para a elegibilidade dos produtos, produtores e serviços de acordo com os padrões de qualidade ambiental;
- Contactar as instituições que regulamentam o funcionamento do selo;
- Divulgar, em coordenação com a equipe criada o selo ao nível das províncias;
- Apresentar as propostas ao Conselho Consultivo do Ministério da Agricultura, Ambiente e Pescas;
- Auscultar as empresas, sociedade civil na concepção do Selo de Qualidade Ambiental;
- Apresentar a proposta do instrumento legal (Decreto/Diploma Ministerial) de criação do Regulamento do Selo de Qualidade Ambiental.

Necessidades

Para o workshop será necessário:

- Uma Sala de Conferências para 60 participantes na cidade de Maputo
- Equipamento
- Alimentação

3. Prazos

A consultoria para a criação do Selo de Qualidade Ambiental deverá ser realizada no prazo de três meses, alinhada com os procedimentos da ENABEL para este financiamento.

Será criada uma equipa de coordenação e acompanhamento do trabalho da consultoria que, dentre outras, será responsável pela avaliação e aprovação dos entregáveis.

6. LISTA DE PARTICIPANTES

Serão participantes no workshop:

a) Representantes do Sector Público, nomeadamente:

Ministério da Agricultura, Ambiente e Pescas,
 Ministério da Economia,
 Ministério da Planificação e Desenvolvimento,
 Ministério Finanças
 Ministério da Educação e Cultura
 Ministério dos Transportes e Logística
 Ministério das Obras Públicas, Habitação e Recursos Hídricos
 INNOQ – Instituto Nacional de Normaçoão e Qualidade
 Direcção Nacional do Ambiente e Mudanças Climáticas

b) Representantes do Sector Privado

CTA – Confederação de Associações Económicas de Moçambique, representada por associações de vários sectores de actividade

Representantes de Mega Projectos

c) Representantes do Sector Financeiro

Representante do Banco de Moçambique

Associação Nacional de Bancos

Representantes dos principais bancos comerciais

Representante dos Parceiros de Cooperação

d) Representantes da Sociedade Civil

e) Evidencias geradas durante a implementação

- Lista de Participantes
- Relatório do Workshop
- Cartões de embarque
- Recibos da sala de conferência
- Recibo do lanche e almoço
- Recibos de combustível

7. PLANO

Estimativa de homens/dia

	Trabalho remoto (preparação/conclusão)	Trabalho de campo	TOTAL
Entregável I	3	2	5
Entregável II	8	2	10
Entregável III	10	5	15
Entregável IV	5	3	8
Entregável V	4	2	6
Entregável VI	10	6	16
Entregável VII	10	10	20
TOTAL	50	30	80

6 Forms

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

6.1.1 Natural person

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

I. PERSONAL DATA		
FAMILY NAME(S)①		
FIRST NAME(S)①		
DATE OF BIRTH		
DD	MM	YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT		
IDENTITY CARD	PASSPORT DRIVING 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		
II. BUSINESS DATA		
If YES, please provide business data and attach copies of the official supporting documents.		
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION: CITY COUNTRY	
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.

6.1.2 Legal person entity private/public legal body

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

OFFICIAL NAME^①				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION TYPE	FOR PROFIT	NGO^②	YES	NO
MAIN REGISTRATION NUMBER^③				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN				
REGISTRATION	CITY	COUNTRY		
DATE OF MAIN REGISTRATION				
<div style="display: flex; justify-content: space-around;"> DD MM YYYY </div>				
VAT NUMBER				
ADDRESS OF HEAD OFFICE				
POSTCODE	P.O. BOX	CITY		
COUNTRY		PHONE		
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of the entity. See table with corresponding denomination by country.

6.1.3 **Public law body^①**

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

OFFICIAL NAME^② ABBREVIATION MAIN REGISTRATION NUMBER^③ SECONDARY REGISTRATION NUMBER (if applicable) PLACE OF MAIN <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">REGISTRATION</td> <td style="width: 20%;">CITY</td> <td style="width: 40%;">COUNTRY</td> </tr> </table> DATE OF MAIN REGISTRATION <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">DD</td> <td style="width: 33%; text-align: center;">MM</td> <td style="width: 33%; text-align: center;">YYYY</td> </tr> </table> VAT NUMBER OFFICIAL ADDRESS <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">POSTCODE</td> <td style="width: 40%;">P.O. BOX</td> <td style="width: 30%;">CITY</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">COUNTRY</td> <td style="width: 40%;">PHONE</td> </tr> </table> E-MAIL				REGISTRATION	CITY	COUNTRY	DD	MM	YYYY	POSTCODE	P.O. BOX	CITY	COUNTRY	PHONE
REGISTRATION	CITY	COUNTRY												
DD	MM	YYYY												
POSTCODE	P.O. BOX	CITY												
COUNTRY	PHONE													
DATE		STAMP												
SIGNATURE OF AUTHORISED REPRESENTATIVE														

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

6.2 Financial identification

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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

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

6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2

.....

Place, date

6.4 Integrity statement for the tenderers

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

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

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

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

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

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

.....

Place, date

6.5 Power of attorney

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

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

6.6 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹² showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

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

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

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

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

6.9 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 is supposed to have **included in its prices**, both unit and overall, all fees and taxes of any kind generally burdening the services, except for value-added tax. All the following expenses are the responsibility of the service provider, including:

- Fees.
- Local travel, insurance, visas, communication expenses.
- Per diems and accommodation costs.
- Administrative and secretarial costs.

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

- 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.
- Communications 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.

International air transport will be **reimbursed by ENABEL**. Those costs should not be included in the forfait price. Those reimbursable expenses will be based on supporting documents. ENABEL approval before incurring the expense is always necessary. Otherwise, the expenditure cannot be reimbursed even with a supporting document:

- International air transport: Airline tickets for international flights between the expert's country of residence and the place of service provision are arranged and covered by the bidder (economy class ticket for the most economically advantageous route).

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

Description	Prices in Euro excl. VAT
PROJECTO DE CRIAÇÃO DE INSTRUMENTOS PARA ATRIBUIÇÃO DO SELO DE QUALIDADE AMBIENTAL	
VAT	%

ATTENTION!

-The tenderer must include in his price the applicable WITHOLDING 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: