



**Tender: MOZ22006-10057**

**CONSULTANCY SERVICES FOR CAPACITY BUILDING ON  
DEBT SWAPS**

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## 1 General point

### 1.1 Deviations from the General Implementing Rules

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

### 1.2 Contracting authority

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

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

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

### 1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation<sup>1</sup>, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup> as well as the Belgian Law of 23 November 2017<sup>3</sup> changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

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

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones.
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>4</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>5</sup> on Freedom of Association (C. n°87),

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

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

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

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

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

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

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

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

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

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

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

#### **1.5 Definitions**

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

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;

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

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

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

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

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

factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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

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

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

### **1.6.2 Confidentiality**

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

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

## **1.7 Deontological obligations**

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

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

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

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

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

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

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

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

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

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

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

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

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.19 "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**

#### **Consultancy Services for Capacity Building on Debt Swaps**

### **2.3 Quantities**

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. Indicative estimate workload can be found in section 5.5.

### **2.4 Location**

The workshops will be delivered in Maputo-Mozambique. The venue will be jointly selected with Enabel and must have enough space for the conveyance of exercises that may be part of the training. The cost of the venue and related logistics will be covered by Enabel. The exchange visit will be conducted in a place to be determined in Cape Verde.

### **2.5 Duration**

The period of implementation for this consultancy is 64 working days.

## 3 Procedure

### 3.1 Award procedure

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

### 3.2 Publication

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

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

### 3.3 Information

The awarding of this contract is coordinated by Mr. Célio Jone – 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. Célio Jone ([celio.jone@enabel.be](mailto:celio.jone@enabel.be)) cc [tendersmoz@enabel.be](mailto:tendersmoz@enabel.be)

They will be answered in the order received.

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

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

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

### 3.4 Tender

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

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

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;

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

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

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

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

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

### **3.4.2 Price determination**

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

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

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

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

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

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

Additional information on withholding tax

- In the countries of operation, Enabel must almost always deduct local taxes from the income received by non-resident service providers, through a withholding tax.
- The unit price quoted by the tenderer in its tender must include any applicable tax, including the tax that will be deducted at source by Enabel (or another beneficiary of the framework agreement) at the time of payment of the invoice.
- When the contract is performed, Enabel (or another beneficiary of the framework agreement) will deduct the tax from the amount invoiced by the service provider by means of a deduction of the percentage provided for (and defined by local legislation) (Withholding Tax).
- In the case of an order originating from a representation or intervention abroad (outside the EU), the withholding tax will be applied to the totality of the services carried out by the service provider (without distinction between work at home or work in the country of intervention).
- **DOUBLE TAXATION CONVENTIONS**
- Tenderers' attention is drawn to the fact that some countries have signed double taxation treaties [e.g. between the tenderer's State of residence and the State of origin (or source, i.e. the State in which the income has its source and Enabel or one of the beneficiaries of this framework agreement has a representation or project - outside the EU)].
- If such an agreement applies, it is the responsibility of each tenderer to check what the legal effects of its application are and how this agreement will affect the taxes charged on the services.
- The service provider who considers that he is entitled to benefit from a double taxation agreement must submit to the contracting authority the declaration for the exemption/reduction of withholding tax within five working days of receipt of the request setting out the details of the services expected.

Notes:

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).

**All workshop expenses will be covered by ENABEL.**

#### **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 31/07/2025 at 12:00 noon**.

It is submitted in a properly sealed envelope bearing the following information:

**Tender MOZ22006-10057 - CONSULTANCY SERVICES FOR CAPACITY BUILDING ON DEBT SWAPS**

a) By courier

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

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

b) Delivered by hand with acknowledgement of receipt.

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

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

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

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

### **3.6 Amending or withdrawing tenders**

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

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

Any withdrawal shall be unconditional.

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

### **3.7 Opening of tenders**

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

### 3.8 Evaluation of tenders

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

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

#### 3.8.1 Exclusion grounds and selection criteria

##### Exclusion grounds

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

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

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

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

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

##### Selection criteria - Technical capacity

Before the contracting authority can start investigating the regularity of the tenders and evaluating them based on the award criterion/criteria, tenderers that do not meet qualitative selection criteria bellow (Consultancy profile) shall be excluded from the procedure and their tender shall not be evaluated.

##### Consultancy Profile

**The Consultant must meet the following prerequisites:**

Criterion	Verification Question	Answer (Yes/No)
Education	Degree in economics, finance, public policy, international relations, or a related discipline	<input type="checkbox"/> Yes <input type="checkbox"/> No
Professional experience	7 years of experience in debt management, innovative finance, or related areas	<input type="checkbox"/> Yes <input type="checkbox"/> No
Experience with similar mechanisms	Experience designing, negotiating, or assessing debt-swaps or similar financial transactions, preferably involving bilateral or multilateral creditors and in developing/emerging countries	<input type="checkbox"/> Yes <input type="checkbox"/> No
Experience with Capacity Building programs	Have you organized and delivered capacity building programs targeting government officials and stakeholders	<input type="checkbox"/> Yes <input type="checkbox"/> No
Language Fluency	Are you or one of the members of your team fluent in technical Portuguese (written and spoken)	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 3.8.2 Regularity of tenders

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

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

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

### 3.8.3 Award criteria

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

The 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:

#### **Evaluation Criteria (100 Points)**

Interested consultants or consulting firms are invited to submit their proposals, including a detailed methodology, work plan, budget, and CVs of key personnel.

<b>Criteria</b>	<b>Score</b>
<b>Methodology</b> – the tenderer has to describe in a note of maximum 5 pages the methodology that it will use to implement all the services set in the ToR – section 5 Key point of evaluation (non-exhaustive): <ul style="list-style-type: none"> <li>- Clarity of methodology</li> <li>- Understanding of the assignment</li> <li>- Trust in the methodology to achieve results within the requested tiMPD and MFrame</li> <li>- Adaptation to local context</li> <li>- Integration of diversity of actors involved and sectors implemented in Enabel Portfolio</li> <li>- Efficacy and efficiency of the methodology</li> </ul>	<b>45</b>
<b>Work plan</b> - the tenderer has to describe in a note of maximum 3 pages the workplan that he will follow to implement all the services set in the ToR – section 5 Key point of evaluation: the alignment and realism of the workplan compared to the proposed methodology Key point of evaluation: demonstration of capacity to achieve qualitative results within the requested time frame.	<b>25</b>
<b>Price</b> – application of the rule of three	<b>30</b>
<b>TOTAL</b>	<b>100</b>

### 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.

### 3.10 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 to 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 4.17 “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: Consultancy Services for Capacity Building on Debt Swaps
- The reference of the tender documents: “MOZ22006-10057”
- the name of the managing official: Vicente Matsinhe



The invoice shall be in Euros (should the tenderer have a Euro bank account) or MZN (should the tenderer have a Metical bank account). Payment will be by bank transfer only.

20% of the tender amount advance may be asked by the contractor after awarding.

#### **4.16 Schedule of payments**

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

Instalments	Percentage	Condition
<b>Phase 1-5</b> submission of deliverables 1 to 5 (until the submission of workshop programs and training materials and approval from Enabel).	35%	Final deliverables for each phase approved by Enabel
<b>Phase 6-9</b> Submission of all remaining deliverables of the consultancy are presented and approved by Enabel	65%	

#### **4.17 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.

#### **4.18 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)”).

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

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

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

Enabel, Public-law Company with social purposes

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

To the attention of Ms. Inge Janssens  
Rue Haute 147, 1000 Brussels, Belgium.

## 5 Terms of reference

### 1. BACKGROUND

Mozambique faces a pressing challenge at the intersection of economic strain and environmental vulnerability. The country's significant debt burden constrains its fiscal space, limiting its ability to invest in crucial areas like climate adaptation and mitigation. Concurrently, Mozambique is highly susceptible to climate change, with severe weather events causing substantial damage to its economy, infrastructure, and communities.

Sovereign debt swaps as a tool for mobilizing development finance and supporting debt restructuring efforts in developing countries like Mozambique have more often proven to be a viable financial mechanism useful in directing scarce and needed resources towards other development objectives ranging from health and education to climate and poverty reduction related initiatives in the context of higher debt levels in developing countries and constrained financing for development.

Debt swaps are associated with the creation of fiscal space in exchange for government commitments to invest in targeted projects, either in development, health or nature, and they typically involve the rechanneling of debt service payments or the repurchase of certain categories or types of debt at a discount. As the resulting fiscal space is redirected to specific predefined purposes, the new expenditure paradigm that is created through such mechanisms through long-term budget commitments for health, education or nature conservation can have long lasting developmental impacts by embedding the focus on these sectors into policy debates on national priorities.

This approach can provide substantial relief and investment opportunities for nations with high sovereign debt and pressing environmental needs. It also involves converting existing sovereign debt into more favorable terms, such as principal reduction or lower interest rates. The savings from these improved terms can be allocated to both alleviating the debt burden and funding designated climate initiatives, like the pilot experience between the Government of Mozambique and the Kingdom of Belgium in 2023.

Although debt conversion instruments are complex and context-specific, they represent a potentially high-impact model for countries like Mozambique, which face significant debt levels and lack funding for crucial environmental and development priorities to address both fiscal constraints and environmental priorities simultaneously.

Recognizing the opportunity to alleviate national debt while advancing environmental and climate goals and acknowledging the current national limitations to assess and manage debt swap proposals effectively, the Mozambican Government through the Climate Finance Unit at the Ministry for Planning and Development (MPD) aims to strengthen its institutional capabilities with the support of Enabel, the Belgian Agency for International Cooperation. This will include developing a tailored knowledge strengthening program for both technical experts and decision-makers within the MPD and the Ministry of Finance (MF), aimed at enhancing their

ability to deeply understand the concept, conduct thorough assessments and make well-informed decisions on debt swap initiatives, thereby improving the effectiveness and efficiency of debt management in alignment with sectorial objectives.

## 2. RATIONALE AND OBJECTIVES

### Rationale

Enabel intends to hire a Debt Swaps Expert to conduct knowledge strengthening program for the Government of Mozambique to enrich its technical, institutional, and operational capacity in designing, negotiating, and implementing debt swaps. This consultancy will support capacity-building efforts and contribute to a more informed and strategic approach to debt swaps in Mozambique. This support will include the development and delivery of a comprehensive training package tailored for both technical experts and decision-makers to enhance the Government's institutional capacity to conduct thorough assessments of debt swap initiatives and to make well-informed decisions regarding incoming proposals.

### Objectives

The main objective of this consultancy is to build institutional capacity within the Government of Mozambique and relevant stakeholders to understand, design, negotiate, and implement debt swap mechanisms.

Specific objectives include:

- Increase awareness and understanding of debt swaps, including international best practices and lessons learned.
- Assess Mozambique's readiness and potential for debt swaps.
- Develop skills in negotiation, financial structuring, and monitoring of debt swap agreements.
- Build the capacity of MPD and the MF to understand, evaluate, and champion debt-for-climate initiatives as a tool for fiscal resilience and climate finance mobilization.
- Promote alignment between economic, financial, and sector priorities by fostering collaboration across MPD and other key Ministries involved in debt management and international policies.
- Strengthen the ability of MPD and relevant Ministries to lead informed discussions with bilateral and multilateral partners on debt-swap proposals, enabling Mozambique to negotiate favorable terms and maximize impact.

## 3. SCOPE OF WORK

The consultant's scope of work will include:

1. **Conduct a rapid needs assessment** to map relevant institutions and assess current technical and institutional capacity for debt swaps and to identify gaps, challenges and

opportunities in MPD, MF and other relevant ministries on existing capacity regarding debt-for-climate/nature swaps.

**2. Organize and deliver at least two tailored capacity building training programs,** targeting key government officials and pre-selected stakeholders, based on the findings of the needs assessment. Topics may include (but not limited to) the following crucial elements:

- a. Types of debt swaps and Implementation Mechanisms: Deep dive into climate, nature, development swaps and detailed exploration of the processes and strategies for executing swaps.
- b. Legal, Financial and operational Frameworks: Guidance on the legal, financial and operational structures required to facilitate debt swap transactions.
- c. Entity Selection for Transaction Process: Criteria and procedures for selecting appropriate entities to manage and execute debt-for-climate transactions.
- d. Case Studies and success factors: Incorporation of real-life examples and successful debt swap initiatives that will provide practical insights and lessons learned.
- e. Monitoring, evaluation, and reporting frameworks

**3. Develop customized training materials** tailored to the specific needs of Mozambique. Materials should be aligned with international best practices and Mozambique's goals and accessible to national institutions for future reference and capacity building efforts. This should include:

- a. Case studies and best practices from other countries that have successfully implemented debt swaps.
- b. Standardized frameworks and guidelines for assessing, negotiating, and managing debt-for-climate swaps.

**4. Organize a knowledge exchange visit:**

- a. Support the organization of a knowledge exchange visit with selected officials from MPD and MF to Cape Verde in the scope of its most recent lusophone debt swap. The maximum size of the delegation should not exceed 5 people, selected from both ministries), and the duration of the visit should not exceed 5 days (not including travel time from Maputo-Mozambique). The consultant should submit a draft program of the field visit in advance, at least 15 days before the trip.

#### **5. Provide Policy and Strategic guidance and recommendations:**

- a. Provide recommendations for integrating debt swaps into Mozambique's broader debt and development financing strategy.
- b. Support preliminary technical input for potential debt swap transactions.

#### **4. DELIVERABLES**

The language employed for the deliverables is Portuguese. While some deliverables will be required in either English or Portuguese, others may need to be provided in both languages. Translation services will be available as needed with the support of the Enabel team. Each deliverable outlined on the table below will be coordinated with Enabel. After review, the consultancy will be presented to MPD and MF for clearance and comment:

#### **5. ESTIMATED WORKLOAD**

The quantities of "man/days" set below 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.

<b>Phase #</b>	<b>Home-based</b>	<b>Field work</b>	<b>TOTAL</b>
Phase I	1	0	1
Phase II	5	0	5
Phase III		6	6
Phase IV	3	4	7
Phase V	5	5	10
Phase VI		10	10
Phase VII	5		5
Phase VIII	5	5	10
Phase IX	8	2	10
<b>TOTAL</b>	<b>32</b>	<b>32</b>	<b>64</b>

#	Deliverable	Required Documentation	Estimated time	Due Date
1	Kick-off meeting	The consultant will participate in an initial meeting with ENABEL, MPD and MF for team introduction, align the scope, and discuss the detailed methodology and timeline for conducting the assessment.	1 day	5 days following the Contract signature
2	Inception Report	Workplan, methodology and stakeholder mapping	5 days	Within 10 days from contract signature
3	Check-in meetings	The Consultant will join fortnightly 30-minute check-ins with the ENABEL and MPD and MF teams to ensure alignment and promptly address any issues.	6 days	Every 15 days
4	Rapid needs-assessment report and presentation	The Consultant will hold meetings with MPD and MF and other relevant stakeholders to assess needs, gaps, and opportunities related to debt swaps. Based on this assessment, the Consultant will prepare and submit a report and 15 slide (maximum) PowerPoint presentation. The assessment results will be presented to MPD and MF's team to gather feedback. These results will inform the development of the work plan for the capacity-building sessions.	7 days	Within 20 days from contract signature
5	Workshop program and training materials	The Consultant will develop a detailed program with a timeline for the delivery of at least two workshop trainings based on the needs assessment findings, including customized training materials tailored to the specific needs of Mozambique. The Consultant will present the finalized program and materials to MPD and MF teams for review and final approval by Enabel.	10 days	Within 35 days from contract signature
6	Workshop Report submitted	The Consultant, in coordination with MPD and MF, will conduct at least two training workshops on debt-swaps. The specifics of the training program, including the number of sessions, participants, and modules, will be tailored to MPD and MF's needs. For each workshop delivered, workshop report will be produced and submitted for Enabel's approval.	10 days	Within 50 days from contract signature
7	Exchange Visit Program submitted	The Consultant will submit a plan of an exchange visit to Cape Verde, with a maximum duration of 5 days (excluding travel time) for experience sharing on good practices around debt for climate swap and ongoing projects. The visit should be attended by a maximum of 5 delegates from Mozambique selected from MPD and MF.	5 days	Within 70 days from contract signature
8	Exchange visit Report Submitted	The Consultant will participate in and facilitate an exchange visit to Cape Verde with 5 selected government officials from MPD and MF. A post-visit report will be presented to MPD upon return.	10 days	

9	Policy and Strategy guidance and recommendations report and workshop.	Based on all previous deliverables and international best practice, the consultant will elaborate and submit a report with recommendations that will be used to integrate debt swaps into Mozambique's broader debt and development financing strategy (as applicable) including preliminary technical inputs for potential debt swap transactions that can be considered by MPD and MF. The report will be presented to key senior experts and decision makers from MPD and MF in a half-day workshop.	7 days	Within 90 days from contract signature
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## 6 Forms

### 6.1 Identification forms

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

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

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

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

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

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

## 6.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME <sup>10</sup>	
IBAN/ACCOUNT NUMBER <sup>11</sup>	
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)

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

<sup>11</sup> 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/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/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 documents<sup>12</sup> 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**<sup>12</sup> from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

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

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

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

## 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.

Description	Unit	Prices in Euro excl. VAT
Phase 1-5	Lumpsum price	
Phase 6-9	Lumpsum price	
TOTAL	Lumpsum price	

VAT	%
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### ATTENTION!

-The tenderer must include in his price the applicable WITHHOLDING 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: .....