



**Tender: MOZ22006-10072**

**FORTALECIMENTO DE CAPACIDADES DE  
ANÁLISE E INTEGRAÇÃO DA  
COMPONENTE DAS MUDANÇAS  
CLIMÁTICAS EM PROJECTOS DE  
INVESTIMENTO PÚBLICO E ORÇAMENTO  
VERDE**

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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. 842879800

### 1.3 Institutional framework of Enabel

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

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

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones.
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>4</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>5</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in 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.

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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>.

## 1.4 Rules governing the public contract

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

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

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

## 1.5 Definitions

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

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

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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.

- **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: FORTALECIMENTO DE CAPACIDADES DE ANÁLISE E INTEGRAÇÃO DA COMPONENTE DAS MUDANÇAS CLIMÁTICAS EM PROJECTOS DE INVESTIMENTO PÚBLICO E ORÇAMENTO VERDE

### **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 (20) 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](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. 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 ([carmino.penina@enabel.be](mailto:carmino.penina@enabel.be)) cc [tendersmoz@enabel.be](mailto:tendersmoz@enabel.be)

They will be answered in the order received.

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

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

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

### 3.4 Tender

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

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

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;
5. Power of Attorney;
6. Updated certification of registration
7. The document certifying that the tenderer is in order with the payment of social contributions;
8. The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: List of the main similar services and certificates associated.
10. Form 6.10: Financial offer & Tender form.
11. Form 6.11: Technical offer;

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

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

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

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

### **3.4.2 Price determination**

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

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

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

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

The service provider is supposed to have included in its prices, both unit and overall, all fees and taxes of any kind generally burdening the services, with the exception of 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.
- 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.

#### **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 12/09/2025 at 12:00 noon**.
- It is submitted in a properly sealed envelope bearing the following information:  
**Tender MOZ22006-10072**

It may be submitted:

- a) By courier

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

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

- b) Delivered by hand with acknowledgement of receipt.

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

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

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

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

### 3.6 Amending or withdrawing tenders

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

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

Any withdrawal shall be unconditional.

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

### 3.7 Opening of tenders

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

### 3.8 Evaluation of tenders

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

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

#### 3.8.1 Exclusion grounds and selection criteria

##### Exclusion grounds

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

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

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

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

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

#### 3.8.2 SELECTION CRITERIA

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:**

- Grau académico mínimo exigido (Mestrado em Economia, Engenharia e Gestão Ambiental, Mudanças Climáticas);
- Mínimo de 7 anos de experiência profissional em finanças sustentáveis, obrigações verdes ou instrumentos de investimento climático.
- Conhecimentos comprovados de todas fases do ciclo de vida de projectos públicos incluindo identificação, concepção, implementação, operação e desativação.
- Experiência comprovada de pelo menos 5 anos na identificação, formulação e avaliação de projectos públicos e riscos associados.
- Experiência comprovados sobre mudanças climáticas, resiliência climática, medidas de adaptação e mitigação de riscos climáticos
- Experiência comprovada de pelo menos 5 anos na administração de cursos (formações) para formadores e/ou orientação de sessões de capacitação orientadas para funcionários públicos.
- Experiência comprovados de ferramentas internacionais de triagem climática (CRISP, AWARE, etc.)
- Experiência do contexto moçambicano e das políticas nacionais relacionadas às mudanças climáticas;
- Domínio comprovado da língua portuguesa;

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

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

### **3.8.3 Award criteria**

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

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

#### **Award criteria (100 Points)**

- **Evaluation and awarding criteria**

<b>Critério</b>	<b>Peso</b>
Metodologia (clareza, compreensão da missão, adaptação ao contexto local)Pontos chave de avaliação (não exaustivo): <ul style="list-style-type: none"><li>• Clareza da metodologia</li><li>• Compreensão da tarefa</li><li>• Confiança na metodologia para alcançar resultados dentro do prazo solicitado</li><li>• Adaptação ao contexto local</li><li>• Integração da diversidade de atores envolvidos e dos setores implementados no Portfólio da Enabel</li><li>• Eficácia e eficiência da metodologia</li></ul>	40%

Plano de Trabalho (realismo e alinhamento com a metodologia). O concorrente deve descrever, em uma nota de no máximo 3 páginas, o plano de trabalho que seguirá para implementar todos os serviços estabelecidos nos TdR – seção 5.  Ponto-chave de avaliação: o alinhamento e o realismo do plano de trabalho em comparação com a metodologia proposta e o CV/experiência.  Ponto-chave de avaliação: demonstração da capacidade de alcançar resultados qualitativos dentro do prazo solicitado.	30%
Preço (aplicação de regra de três)	30%
<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.

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 2 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.

All final invoices must be sent to: [invoice.moz@enabel.be](mailto:invoice.moz@enabel.be), with the Managing Official’s email address in copy. Each invoice must include:

The attached Purchase Order (PO) number. Invoices without this PO number will not be processed.

The corresponding delivery notes or acceptance report signed by the Managing Official.

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

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

#### **Schedule of payments**

The service provider will be paid based on the results

#### **PAYMENTS INSTALMENTS**

Payment instalments will follow the following arrangements:

#	Entregável/Fase	Prazo máximo de entrega	%
Fase 1	Plano de formação detalhado, incluindo os objectivos de aprendizagem, o conteúdo programático e a metodologia de ensino para cada módulo com especial atenção para: <ul style="list-style-type: none"><li>• Mudanças climáticas e impactos nos projectos;</li><li>• Ferramentas de triagem de risco climático;</li><li>• Integração da Mudanças climáticas, adaptação (ACC) e gestão de riscos (GRC) no ciclo do investimento público (PIM);</li></ul>	1 semana depois da adjudicação	30%
Fase 2	<ul style="list-style-type: none"><li>• Materiais de formação completos e actualizados, incluindo apresentações, notas de aula, exercícios práticos e estudos de caso.</li><li>• Instrumentos de avaliação para medir o conhecimento e as habilidades dos participantes antes e depois da formação.</li></ul>		

Fase 3	Formação: Semana 1 de formação (5 dias consecutivos)+ Uma semana intercalar para preparação dos entregáveis das fases posteriores + Semana 2 de formação (5 dias consecutivos)	4 semanas depois da adjudicação	30%
Fase 4	Relatório final da formação, incluindo (i) uma avaliação do impacto da formação, feedback dos participantes; (ii) recomendações e proposta de Plano de acção institucional pós-formação	5 semanas depois da adjudicação	40%
Fase 5	Guião sobre Boas Práticas Internacionais na Componente de Resiliência Climática em Infraestruturas.		

## QUANTIDADES INDICATIVAS

Estimativa homem/dias:

#	Entregável/Fase	Trabalho remoto	Trabalho de Campo	TOTAL
1 & 2	Preparação de Plano e materiais de formação	5	0	5
3	Formação	0	10	10
4&5	Elaboração do Relatório Final e Guião sobre boas práticas	5	0	5
	<b>TOTAL</b>	<b>10</b>	<b>10</b>	<b>20</b>

- Disponibilidade durante o período previsto para a consultoria (de 08 à 17 de Outubro de 2025)

### 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

RESUMO DO PROJECTO	
Nome do projecto	FORTALECIMENTO DE CAPACIDADES DE ANÁLISE E INTEGRAÇÃO DA COMPONENTE DAS MUDANÇAS CLIMÁTICAS EM PROJECTOS DE INVESTIMENTO PÚBLICO E ORÇAMENTO VERDE
Natureza das actividades da instituição, incluindo área e sectores de actividade:	O Ministério da Planificação e Desenvolvimento criado pelo Decreto Presidencial n.º 10/2025 de 6 de Fevereiro, é o órgão central do Aparelho do Estado que, de acordo com os princípios, objectivos, prioridades e tarefas definidos pelo Governo, dirige, coordena e elabora o processo de planificação, desenvolvimento, investimento, monitoria e avaliação das políticas e estratégias públicas visando o desenvolvimento económico e social integrado, inclusivo e sustentável do País.
Localização	Moçambique
Período do Projecto (data de início, data de fim)	2 meses
Composição da equipa	18 Técnicos do Ministério da Planificação e Desenvolvimento (MPD), 2 Técnicos do Ministério dos Recursos Minerais e Energia (MIREME); 2 Técnicos do Ministério das Obras Públicas, Habitação e Recursos Hídricos; 2 Técnicos do Ministério da Agricultura, Ambiente e Pescas, 1 Técnico do Instituto Nacional de Gestão e Redução do Risco de Desastres (INGD)  (total 26 técnicos para formação que consiste em 13 mulheres e 13 homens); incluindo o consultor 27 participantes.
Outros parceiros de execução envolvidos	Ministério das Finanças, Ministério das Obras Públicas, Habitação, Recursos Hídricos, Ministério da Agricultura, Ambiente e Pescas

## 1. INTRODUÇÃO E CONTEXTO

Moçambique é um dos países mais vulneráveis do mundo aos choques climáticos. A medida que os impactos das mudanças climáticas se tornam cada vez mais evidentes, há necessidade de infraestrutura resiliente e sustentável nunca foi tao critica. Reconhecendo essa urgência, o MPD iniciou a introdução de ferramentas avançadas de triagem de riscos climáticos para investimentos em infraestrutura. Este processo estratégico visa proteger os projectos contra os múltiplos desafios impostos pelas mudanças climáticas e garantir a sua viabilidade e segurança a longo prazo.

As ferramentas em triagem de riscos climáticos exigem habilidades técnicas e domínio nos conceitos sobre mudanças climáticas, adaptação (ACC) e gestão de riscos (GRC). E sendo um processo novo, o maior constrangimento é a Capacidade **institucional limitada para integrar a resiliência climática nos projectos de infraestruturas pública e em todo o processo de planificação e**

**orçamentação**, devido a escassez de quadros capacitados em mudança climática, riscos de desastres, modelagem e integração de dados climáticos e conhecimentos em adaptação as mudanças climáticas e gestão de riscos de catástrofes.

As Ferramentas de triagem de riscos climáticos estão enquadradas na Plataforma electrónica do Módulo de Gestão de Investimento Público (e-MIP), que é uma ferramenta de submissão e avaliação de projectos de acordo com a Lei No 14/2020, de 23 de Dezembro, que define os princípios e normas do Sistema de Administração Financeira do Estado (SISTAFE). A Lei do SISTAFE introduz reformas com vista ao melhoramento da gestão das finanças públicas. Estas reformas estabelecem princípios, regras e normas do processo de planificação e orçamentação, gestão de investimento, monitoria e avaliação, entre outros procedimentos de gestão de Finanças Públicas, de modo, a garantir o alcance dos objectivos e metas estabelecidas pelo Governo.

A Lei do SISTAFE no seu número 1 do Artigo 29, estabelece que os órgãos e instituições do Estado e entidades descentralizadas devem formular os investimentos públicos a serem incluídos anualmente no Plano Económico e Social e Orçamento do Estado, tendo como base os programas aprovados na Estratégia Nacional.

O Regulamento da Lei do SISTAFE, aprovado pelo Decreto n.º 26/2021 de 3 de Maio, na alínea c do número 2 do artigo 204, estabelece o Módulo de Gestão de Investimento Público (e-MIP), que apoia na formulação e gestão dos investimentos públicos e no macroprocesso de elaboração, aprovação e monitoria dos instrumentos de planificação e orçamentação.

O e-MIP é uma plataforma digital de submissão Projectos de Investimento Público, para avaliação e aprovação pelo Comité Técnico de Selecção de Projectos Públicos designado por CTSP (número 1 do artigo 34 do regulamento da Lei do SISTAFE). Os projectos aprovados pelo CTSP, constituem a Carteira Nacional do Investimento Público (número 2 do artigo 36 do regulamento da Lei do SISTAFE).

Para reduzir o impacto das mudanças climáticas nos projectos de investimento público, foi aprovado o Diploma Ministerial n.º/2022 de 31 de Maio, que orienta a observância dos aspectos de resiliência às mudanças climáticas e choque ambientais na formulação de projectos públicos no processo de planificação e orçamentação. Portanto, esta directiva, visa assegurar que os Projectos de Investimento Público formulados pelos órgãos e Instituições do Estado, Empresas Públicas e Entidades descentralizadas garantam a resiliência às mudanças climáticas e a choques ambientais.

Dado ao exposto, o MPD solicita assistência técnica para a formação de formadores de seus técnicos e de outros Ministérios relevantes para fortalecer as capacidades de análise e integração da componente de resiliência às mudanças climática em projectos de investimento público e orçamento verde, como se demonstra a seguir:

#### ANÁLISE E INTEGRAÇÃO DA COMPONENTE CLIMÁTICA EM PROJECTOS DE INVESTIMENTO PÚBLICO:

- **Avaliação de Riscos e Oportunidades:**

É fundamental avaliar de que forma as mudanças climáticas podem impactar o projecto — por exemplo, através do aumento da frequência de eventos climáticos extremos ou da escassez de recursos hídricos — e, simultaneamente, analisar como o

próprio projeto pode contribuir para a mitigação das emissões de gases com efeito de estufa ou para a adaptação aos impactos climáticos.

### **Mitigação:**

Projectos concebidos com o objectivo de reduzir as emissões de gases com efeito de estufa, nomeadamente através da promoção de energias renováveis, melhoria da eficiência energética, adopção de sistemas de transporte sustentável, gestão adequada de resíduos e implementação de práticas agrícolas sustentáveis

- **Adaptação:**

Projectos que incorporam medidas de adaptação aos impactos das mudanças climáticas, incluindo a construção de infraestruturas resilientes, o desenvolvimento de sistemas de alerta precoce para eventos climáticos extremos e a gestão sustentável dos recursos hídricos.

### **Ciclo de Vida do Projecto:**

É fundamental integrar a componente climática em todas as fases do ciclo de vida dos projectos — desde a concepção, passando pela implementação e operação, até à fase de desativação — de forma a garantir a sua resiliência e sustentabilidade face às mudanças climáticas.

### **Transparência:**

Os projectos devem ser transparentes em relação aos seus impactos climáticos, bem como às medidas adoptadas para mitigar ou adaptar-se às mudanças climáticas.

### **ORÇAMENTO VERDE:**

#### **Direccionamento de Recursos:**

O orçamento verde tem como objectivo assegurar que os recursos financeiros públicos sejam direccionados para projectos ou actividades com benefícios ambientais claros, tais como a redução das emissões de gases com efeito de estufa, a conservação da biodiversidade, a promoção da economia circular e a gestão sustentável dos recursos naturais.

#### **Monitoria e Avaliação:**

É fundamental monitorar e avaliar continuamente o desempenho ambiental dos projectos financiados pelo orçamento verde, de modo a assegurar que os objetivos definidos sejam efetivamente alcançados e que os recursos públicos sejam utilizados de forma eficiente e transparente.

#### **Incentivos Fiscais:**

O orçamento verde pode incluir incentivos fiscais para projectos que promovam a sustentabilidade ambiental, assim como desincentivos para iniciativas com impactos ambientais negativos. Estas abordagens estão em consonância com os instrumentos de planificação do Governo, com destaque para a Estratégia Nacional de Desenvolvimento (ENDE) 2025–2044, aprovada pela Assembleia da República. A ENDE tem como objetivo central promover um crescimento económico sustentável, inclusivo e resiliente, em alinhamento com os Objetivos de Desenvolvimento Sustentável (ODS). A ENDE, por um lado, através do Pilar II (Um dos pilares) tem



como objectivo de promover a diversificação da economia, através da redução da dependência dos setores tradicionais e do fortalecimento de áreas como a agricultura, a indústria e os serviços, promovendo simultaneamente a equidade social e a redução da pobreza. Por outro Lado, a ENDE tem como um dos Pilares estratégicos a Sustentabilidade Ambiental, Mudanças Climáticas e Economia Circular, com o objectivo de garantir a protecção do meio ambiente, promover a biodiversidade, mitigar os impactos das mudanças climáticas e desastres naturais e estabelecer uma economia resiliente e inclusiva, em harmonia com os limites ambientais.

## **2. OBJECTIVOS**

### **2.1 Objectivo geral**

Formar formadores das instituições públicas relevantes para integrar a resiliência climática em todo o ciclo de vida dos projectos públicos, assegurando que o planeamento, a concepção e a execução dos investimentos sejam robustos e adequados face aos riscos e impactos das mudanças climáticas.

### **2.2 Objectivos específicos**

- a) Formar formadores para assistir os governos centrais e provinciais no processo de identificação, formulação e avaliação de projectos; Aprofundar o conhecimento sobre a identificação, formulação e avaliação de projectos resilientes ao clima;
- b) Os técnicos recebam e pratiquem técnicas básicas de formação;
- c) Conheçam as dificuldades que possam surgir na formação e estudem a forma de superá-las;
- d) Aumentar a compreensão dos participantes acerca dos riscos e impactos das mudanças climáticas nos projetos de investimento público;
- e) Demonstrar a importância da adaptação e mitigação na formulação, avaliação e execução de projetos públicos;
- f) Desenvolver diretrizes e instrumentos técnicos para avaliação e priorização dos riscos climáticos nos projetos públicos;
- g) Apresentar ferramentas de triagem de risco e capacitar os participantes no seu uso dentro do Módulo de Gestão de Investimento Público; e

### 3. RESULTADOS ESPERADOS

- a) Como resultado deste projecto, espera-se que:
- b) Os formandos compreendem Capacidade dos conceitos de resiliência climática, adaptação e gestão de riscos em projectos públicos;
- c) Técnicos habilitados para identificar, avaliar e mitigar riscos climáticos em projectos
- d) Garantir a incorporação de forma sistemática a variável climática nos processos de planificação, orçamentação e monitoria;
- e) Uso de Ferramentas de triagem climática integradas e adoptadas pelos ministérios e entidades públicas;
- f) Capacidade de formular projectos com objectivos, resultados e actividades alinhados ao clima;
- g) Inclusão de análises de riscos e vulnerabilidades climáticas no diagnóstico inicial dos projetos;
- h) Integrar critérios climáticos no ciclo de planeamento, formulação, execução e monitoria de projetos de investimento público;
- i) Desenvolvimento de infraestruturas públicas mais resilientes às mudanças climáticas, com maior durabilidade e menor custo ao longo do tempo;
- j) Redução de perdas e danos causados por eventos climáticos extremos nos projetos públicos;
- k) Fortalecimento das capacidades técnicas dos formadores para identificar, avaliar e integrar riscos climáticos em projetos de investimento público;
- l) Desenvolver competências pedagógicas para replicar a formação a outros técnicos e decisores, garantindo a multiplicação de capacidades institucionais;
- m) Capacidade de elaborar quadro lógicos ou matrizes de resultados com indicadores de adaptação e mitigação;
- n) b) Formadores habilitados para capacitar os governos centrais e provinciais nestas matérias;
- o) Uso aprimorado do Sistema de Gestão de Projectos (e-MIP) na incorporação da componente climática;
- p) Carteira de projectos composta por iniciativas avaliadas com critérios climáticos claros e rigorosos;
- q) Projectos resilientes identificados e reconhecidos como elegíveis para financiamento climático;

Projectar as infraestruturas segundo critérios de durabilidade, sustentabilidade e segurança diante de choques climáticos.

#### **4. CONSIDERAÇÕES SOBRE GÊNERO E INCLUSÃO SOCIAL**

Moçambique enfrenta desafios significativos decorrentes das mudanças climáticas, que afectam de forma desproporcional as mulheres e grupos vulneráveis, incluindo jovens, idosos, pessoas com deficiência e populações rurais. Neste contexto, torna-se essencial fortalecer as capacidades técnicas dos funcionários públicos responsáveis pela avaliação de projectos de investimento público, garantindo a integração de critérios de resiliência climática, igualdade de género e inclusão social.

A formação proporcionará aos técnicos ferramentas práticas para identificar e mitigar os impactos diferenciados dos projectos públicos sobre grupos vulneráveis, promovendo a equidade no acesso aos benefícios do desenvolvimento.

Esta iniciativa contribuirá para assegurar que os investimentos públicos promovam a redução das desigualdades estruturais, especialmente no que tange à participação e ao empoderamento das mulheres e dos grupos marginalizados.

Além disso, incentivará a adopção de abordagens integradas e multissetoriais na planificação pública, reconhecendo o papel activo das comunidades como agentes essenciais de adaptação e transformação social.

#### **5. METODOLOGIA**

##### **5.1 Abordagem metodológica**

A capacitação será dividida em cinco módulos, nomeadamente:

1. Enquadramento Legal dos Aspectos Climáticos e Apresentação da Plataforma Electrónica de Inscrição de Projectos Públicos (e-MIP), incluindo a sua relação com a resiliência climática — módulo a ser apresentado pelo Ministério do Plano e Desenvolvimento (MPD);
2. Técnicas e Habilidades de Formação;
3. Ciclo de Projectos Públicos e Mudanças Climáticas;
4. Processo de Planificação e Gestão dos Riscos Climáticos;
5. Formulação, Avaliação e Seleção de Projectos versus Mudanças Climáticas;
6. Processo de Monitoria e Avaliação vs Mudanças Climáticas

A metodologia adoptada será participativa e interactiva, com ênfase em trabalhos práticos. Os participantes serão incentivados a fazer perguntas e a participar activamente, compartilhando exemplos e realizando demonstrações práticas sobre o tratamento da resiliência climática nos processos de

planificação e orçamentação, investimento público, bem como monitoria e avaliação.

Realização de Tarefas pré-estabelecidas privilegiando debates interactivos em plenária com todos os participantes sobre o tópico a abordar.

A abordagem será sequenciada e interligada de forma lógica procurando partilhar conhecimento sobre principais conceitos.

Será assegurada que cada participante tenha o material de apoio necessário de consulta sobre as matérias de formação.

A abordagem será sequenciada e interligada de forma lógica procurando partilhar conhecimento sobre principais conceitos.

Será assegurada que cada participante tenha o material de apoio necessário de consulta sobre as matérias de formação.

### **5.3 Duração da Formação**

A formação terá duração total de 10 dias úteis (duas semanas), organizada em dois períodos de 5 dias consecutivos cada, com um intervalo de uma semana entre os dois períodos. A Primeira vai decorrer de 08 à 12 de Setembro e a Segunda de 22 à 26 de Setembro de 2025.

### **5.4 Participantes**

26 técnicos, sendo 13 mulheres e 13 homens: 18 Técnicos do Ministério da Planificação e Desenvolvimento (MPD), 2 Técnicos do Ministério dos Recursos Minerais e Energia (MIREME); 2 Técnicos do Ministério das Obras Públicas, Habitação e Recursos Hídricos; 2 Técnico do Ministério da Agricultura, Ambiente e Pescas, 1 Técnico do Instituto Nacional de Gestão e Redução do Risco de Desastres (INGD).

### **5.6 Local**

A proposta do local do evento é Ponta de Ouro e todos os participantes devem se descolar para participar da formação e terão que permanecer durante o período da capacitação.

### **5.7 Formador**

Esta formação será ministrada por um consultor com as qualificações necessárias descritas na componente das Ferramentas.

## **5. AGENDA DO WORKSHOP/FORMAÇÃO/REUNIÃO**

**FORTALECIMENTO DE CAPACIDADES DE ANÁLISE E INTEGRAÇÃO DA COMPONENTE DAS MUDANÇAS CLIMÁTICAS EM PROJECTOS DE INVESTIMENTO PÚBLICO E ORÇAMENTO VERDE**

Segunda-feira: Ferramentas Nacionais (MPD)		
Hora	Tema	Responsável
8:00 – 8:15	Abertura e apresentação dos objectivos do workshop	
8:15 – 8:45	Apresentação dos participantes Expectativas da Capacitação	
8:45 – 10:30	Integração dos aspectos climáticos no quadro regulatório (MPD)	
10:30 – 10:45	Café	
10:15 – 12:30	Apresentação sobre Plataforma Electrónica de Projectos Públicos (e-MIP) e sua Relação com os aspectos climáticos (MPD)	
12:30 - 14:00	Almoço	
14:00 – 15:45	Identificação dos Principais Constrangimentos e desafios da Plataforma e-MIP(MPD)	
15:45 – 16:00	Café	
16:00 – 17:00	Políticas nacionais e internacionais (PNACC, NDC, ODS) (MAPA)	
17:00 – 18:00	Fecho do dia	
Terça-feira: Introdução as Mudanças Climáticas (Consultor)		
Hora	Tema	Responsável
8:00 – 10:00	Conceitos básicos: Mudanças climáticas, adaptação (ACC) e gestão de riscos (GRC)	
10:00 – 10:15	Café	
10:15 – 12:30	Estrutura institucional de ACC/GRC em Moçambique	
12:30 - 14:00	Intervalo/Almoço	
14:00 – 15:45	Panorama das vulnerabilidades climáticas em Moçambique: Vulnerabilidade de Moçambique: Impactos por sector (infraestruturas, agricultura, cidades, saúde, etc.)	

15:45 – 16:00	Café	
16:00 – 17:00	Introdução à avaliação de riscos climáticos e de desastres  Componentes: perigos, exposição, vulnerabilidade, impacto	
17:00 – 18:00	Trabalho Exercício prático: avaliação de riscos em projectos sectoriais	
Quarta-feira: Ferramentas de Triagem Climática		
Hora	Tema	Responsável
8:00 – 10:00	Apresentação de ferramentas internacionais (CRISP, AWARE, etc.)	
10:00 – 10:15	Café	
10:15 – 12:30	Customização de uma ferramenta internacionais no contexto de Moçambique	
12:30 - 14:00	Almoço	
14:00 – 15:45	Aplicação prática em Projectos Reais	
15:45 – 16:00	Café	
16:00 – 17:00	Aplicação prática em projectos reais	
17:00 – 17:20	Fecho do dia	

Quinta-feira: Integração de ACC/GRC no Ciclo do Projecto		
Hora	Tema	Responsável
8:00 – 10:00	Etapas do ciclo do investimento público (identificação, concepção, avaliação, execução)	
10:00 – 10:15	Café	
10:15 – 12:30	Etapas do ciclo do investimento público (identificação, concepção, avaliação, execução)	
12:30 - 14:00	Almoço	

14:00 – 15:45	Etapas do ciclo do investimento público (identificação, concepção, avaliação, execução)	
15:45 – 16:00	Café	
16:00 – 17:00	Etapas do ciclo do investimento público (identificação, concepção, avaliação, execução)	
17:00 – 18:00	Trabalho de grupo Exercício didáctico	

Sexta-feira: Integração de ACC/GRC no Ciclo do Projecto		
Hora	Tema	Responsável
8:00 – 10:00	Pontos de Entrada ACC/GRC para Integração Climática nos Projectos	
10:00 – 10:15	Café	
10:15 – 12:30	Pontos de Entrada ACC/GRC para Integração Climática nos Projectos	
12:30 - 14:00	Almoço	
14:00 – 15:45	Casos práticos: o que acontece quando o risco é ignorado	
15:45 – 16:00	Café	
16:00 – 18:00	Fecho do dia	

Segunda Feira: Projectos Públicos, Planificação e Resiliência Climática		
Hora	Tema	Responsável
8:00 – 10:00	Instrumentos de planificação nacional (ENDE, PQG, ES e ET) e seu alinhamento com projectos	MPD
10:00 – 10:15	Café	
10:15 – 12:30	Como estruturar um projecto resiliente ao clima alinhado as Prioridades Nacionais	

12:30 - 14:00	Almoço	
14:00 - 15:45	Como estruturar um projecto resiliente ao clima alinhado as Prioridades Nacionais	
15:45 - 16:00	Café	
16:00 - 18:00	Fecho do dia	
<b>Terça-feira: Ciclo Orçamental e Investimento Público</b>		
<b>Hora</b>		
8:00 - 10:00	Introdução ao ciclo orçamental e o investimento publico  Impactos dos riscos climáticos sobre o orçamento público e os projectos	
10:00 - 10:15	Café	
10:15 - 12:30	Como justificar a inclusão de medidas climáticas no orçamento do projecto	
12:30 - 14:00	Almoço	
14:00 - 15:45	Caso Prático	
15:45 - 16:00	Café	
<b>Quarta-feira: Ciclo Orçamental e Investimento Público</b>		
<b>Hora</b>	<b>Tema</b>	
8:00 - 10:00	Tipos de custo/Orçamentação sensível ao clima: conceitos e modelos (programação, classificações, etiquetas climáticas)	
10:00 - 10:15	Café	
10:15 - 12:30	Diferença entre gastos correntes, de investimento e climáticos	
12:30 - 14:00	Almoço	
14:00 - 15:45	Caso Práticos	
15:45 - 16:00	Café	
16:00 - 18:00	Fecho do Dia	
<b>Quinta-feira: Monitoria e Avaliação</b>		
<b>Hora</b>	<b>Tema</b>	
8:00 - 10:00	Como monitorar e reportar a integração climática nos projectos	
10:00 - 10:15	Café	



10:15 – 12:30	Ferramentas de M&A com foco em resiliência	
12:30 - 14:00	Almoço	
14:00 – 15:45	Ferramentas de M&A com foco em resiliência climática	
15:45 – 16:00	Café	
16:00 – 18:00		
<b>Sexta-feira: Aplicação Prática e Encerramento</b>		
<b>Hora</b>	<b>Tema</b>	
8:00 – 10:00	<ul style="list-style-type: none"> <li>Proposta de acções de seguimento por projectos/áreas sectoriais</li> </ul>	•
10:00 – 10:15	Café	
10:15 – 12:30	<ul style="list-style-type: none"> <li>Discussão de lições aprendidas e recomendações</li> <li>Passos seguintes</li> </ul>	•
12:30 - 14:00	Almoço	
14:00 – 15:45	Fim da Formação	

## 1. FERRAMENTAS

Em termos de principais ferramentas para o sucesso da formação, consideramos o apoio do Parceiro ENABEL e a participação de todos os técnicos e a contratação de um consultor com as qualidades desejadas, de acordo os termos de referência em anexo. Haverá necessidade de material básico que servirá de apoio e consulta aos participantes, apresentação em *PowerPoint*;

### **TdR para a Contratação do Consultor:**

O consultor especializado será responsável por:

- Desenvolver e ministrar a formação para formadores conforme os objectivos específicos delineados;
- Criar materiais de formação para formadores adaptados ao contexto moçambicano;
- Estrutura da formação para formadores (módulos, duração, métodos de ensino);
- Descrição detalhada de cada sessão (objectivos, conteúdo, actividades práticas
- Elaborar proposta de guião orientador sobre as boas práticas na construção de infraestruturas resiliente;

### **Responsabilidades Detalhadas:**

Além das responsabilidades já mencionadas, o consultor deverá:

- Adaptar o conteúdo da formação tendo em conta que é para formar formadores e atender às necessidades específicas dos participantes, considerando seus conhecimentos e experiências prévias;
- Facilitar discussões em grupo, estudos de caso e exercícios práticos para promover a aplicação dos conhecimentos;
- Fornecer feedback individualizado aos participantes sobre seu desempenho e progresso durante a formação;
- Garantir que a formação seja ministrada de forma inclusiva e sensível às questões de género e diversidade;
- Colaborar com a equipe do MPD e da ENABEL na preparação e organização da formação, incluindo a logística e os materiais; e

- Participar de reuniões de coordenação com a equipe do MPD e da ENABEL para discutir o andamento da formação e fazer ajustes, se necessário.

### **Entregáveis do Consultor:**

Além das responsabilidades já mencionadas, o consultor deverá fornecer:

- Plano de formação detalhado, incluindo os objectivos de aprendizagem, o conteúdo programático e a metodologia de ensino para cada módulo.
  - Mudanças climáticas e impactos nos projectos;
  - Ferramentas de triagem de risco climático;
  - Integração da Mudanças climáticas, adaptação (ACC) e gestão de riscos (GRC) no ciclo do investimento público (PIM);
- Materiais de formação completos e actualizados, incluindo apresentações, notas de aula, exercícios práticos e estudos de caso.
- Instrumentos de avaliação para medir o conhecimento e as habilidades dos participantes antes e depois da formação.
- Relatório final da formação, incluindo uma avaliação do impacto da formação, recomendações para o futuro e feedback dos participantes.
- Proposta de Plano de acção institucional pós-formação
- Guião sobre Boas Práticas Internacionais na Componente de Resiliência Climática em Infraestruturas.

**Nota:** Se o/a proponente **não cumprir** um ou mais critérios de selecção, a sua proposta será **desclassificada** automaticamente.

## **2. LISTA DE PARTICIPANTES**

A lista de participantes foi cuidadosamente elaborada buscando garantir a equidade de género, a representatividade dos diferentes sectores envolvidos na gestão de investimentos públicos e a inclusão de diversos níveis hierárquicos e áreas de especialização:

- 5 Técnicos da Direcção Nacional de Políticas Económicas e Desenvolvimento (DNPED)
- 6 Técnicos da Direcção Nacional de Investimentos Estratégicos e Cooperação (DNIEC)
- 2 Técnicos da Direcção Nacional de Orçamento (DNO-MF)
- 1 Técnico da Direcção Nacional do Monitoria e Avaliação (DNMA/MPD)
- 2 Técnicos da Direcção Nacional da Planificação (DNP)
- 2 Técnicos do Gabinete do Financiamento Climático (GFC/MPD)
- 1 Técnico da Direcção Geral de Riscos (DGR/MF)
- 2 Técnicos do Ministério dos Recursos Minerais e Energia (MIREME)

- 2 Técnicos do Ministério da Obras Públicas, Habitação e Recursos Hídricos.
- 2 Técnicos do Ministério da Agricultura, Ambiente e Pescas
- 1 Técnicos do Instituto Nacional de Gestão e Redução do Risco de Desastres (INGD)

**Total 26 participantes, 27 incluindo o consultor.**

### 3. PLANO

*Apenas para missões, incluindo workshops que acontecem fora da base.*

#### FORMULÁRIO LOGÍSTICO

##### **Reserva de voos (Não Aplicável)**

*Para cada viajante, forneça detalhes do itinerário e das datas*

*Para voos internacionais, partilhe uma cópia do passaporte, se ainda não tiver sido partilhado. (a viagem será via terrestre)*

Nome do Participante	Local de partida	Data de partida	Local de devolução	Data de Devolução	Comentário <i>Os técnicos estarão concentrados no local de partida 7 hrs</i>
Ângelo Nhalidade	MPD	01/09/2025	MPD	05/09/2025	
Frederico Cunha	MPD	01/09/2025	MPP	05/09/2025	
Armino Manhiça	MPD	01/09/2025	MPD	05/09/2025	
Amilcar Machachane	MPD	01/09/2025	MPD	05/09/2025	
José Luís	MPD	01/09/2025	MPD	05/09/2025	
Isolina Momola	MPD	01/09/2025	MPD	05/09/2025	
Nora Mabecua	MPD	01/09/2025	MPD	05/09/2025	
Finório Castigo	MPD	01/09/2025	MPD	05/09/2025	
Márcia Chelengo	MPD	01/09/2025	MPD	05/09/2025	
Zelito Joantina	MPD	01/09/2025	MPD	05/09/2025	
Rosmin Mussa	MPD	01/09/2025	MPD	05/09/2025	
Noémia Utxavo (DNP)	MPD	01/09/2025	MPD	05/09/2025	
Márcio Gonzaga (DNP)	MPD	01/09/2025	MPD	05/09/2025	
Paulina Santana Afonso (DNMA)	MPD	01/09/2025	MPD	05/09/2025	
Anacleto Chiangua (GFC)	MPD	01/09/2025	MPD	05/09/2025	
Miranda Miguel (GFC)	MPD	01/09/2025	MPD	05/09/2025	
Gico Sumbane (INGD)	MPD/MF	01/09/2025	INGD	05/09/2025	
Assissa Aly (DNO)	MF	01/09/2025	MF	05/09/2025	

<i>Hamilton Tembe (DNO)</i>	<i>MF</i>	<i>01/09/2025</i>	<i>MF</i>	<i>05/09/2025</i>	
<i>Cecília Nguila (DGR)</i>	<i>MF</i>	<i>01/09/2025</i>	<i>MF</i>	<i>05/09/2025</i>	
<i>Cidália Mazembe</i>	<i>MIREME</i>	<i>01/09/2025</i>	<i>MIREME</i>	<i>05/09/2025</i>	
<i>Jeremias Chamo</i>	<i>MIREME</i>	<i>01/09/2025</i>	<i>MIREME</i>	<i>05/09/2025</i>	
<i>1 Técnica (mulher) MOPHRH</i>	<i>MOPHRH</i>	<i>01/09/2025</i>	<i>MOPHRH</i>	<i>05/09/2025</i>	
<i>Fernado Cossa</i>	<i>MOPHRH</i>	<i>01/09/2025</i>	<i>MOPHRH</i>	<i>05/09/2025</i>	
<i>Epifania Huate</i>	<i>MAAP</i>				
<i>Farizana Omar</i>	<i>MAAP</i>	<i>01/09/2025</i>	<i>MAPA</i>	<i>05/09/2025</i>	

## 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>

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

6.1.3 **Public law body<sup>①</sup>**

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

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

- 
- ① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is 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 <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)

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

.....

Place, date

#### 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.

### **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.

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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.

- 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).

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, with the exception of 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.
- 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 WITHHOLDING 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.

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

<b>Description</b>	<b>Prices in Euro excl. VAT</b>
Phase I	
Phase II	
Phase III	
Phase IV	
Phase V	
<b>Total price excluding VAT</b>	
<b>VAT</b>	%

**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: .....