



TENDER SPECIFICATIONS

MOZ22005-10242

Public service contract

**Consultancy for HR assessment of
FUNAE**

Negotiated Procedure without Prior Publication

**Deadline for submission of tenders: 02
October 2025 at 12:00 PM (noon) (East
African time)**

Table of Contents

1	General point	5
1.1	Deviations from the General Implementing Rules	5
1.2	Contracting authority	5
1.3	Institutional framework of Enabel.....	5
1.4	Rules governing the public contract	6
1.5	Definitions.....	6
1.6	Processing of personal data by the contracting authority and confidentiality	8
1.6.1	Processing of personal data by the contracting authority	8
1.6.2	Confidentiality	8
1.7	Deontological obligations	8
1.8	Applicable law and competent court	9
2	Object and scope of the contract	10
2.1	Type of contract	10
2.2	Object and scope of the contract.....	10
2.3	Duration	10
2.4	Lots	10
2.5	Variants	10
2.6	Options	10
3	Procedure	11
3.1	Award procedure	11
3.2	Publication	11
3.3	Information	11
3.4	Tender	11
3.4.1	Data to be included in the tender.....	11
3.4.2	Price determination	12
3.4.3	Elements included in the price	12
3.4.4	Taxes.....	13
3.4.5	Period of validity	14
3.5	Submission of tenders	14
3.6	Amending or withdrawing tenders	15
3.7	Opening of tenders	15
3.8	Evaluation of tenders.....	16
3.8.1	Exclusion grounds	16
3.8.4	Negotiations	17
3.8.5	Award criteria	17
3.8.6	Awarding the public contract	18
3.9	Concluding the contract	18
4	Specific contractual provisions	19
4.1	Definitions (Art. 2)	19
4.2	Correspondence with the service provider (Art. 10).....	19
4.3	Managing official (Art. 11).....	19
4.4	Subcontractors (Art. 12-15)	20
4.5	Confidentiality (Art. 18)	20

4.6	Protection of personal data	21
4.6.1	Processing of personal data by the contracting authority	21
4.6.2	Processing of Personal Data by a Subcontractor	21
4.7	Intellectual property (Art. 19-23)	22
4.8	Performance bond (Art. 25-33).....	22
4.9	Conformity of performance (Art. 34)	23
4.10	Changes to the procurement contract (Art. 37 to 38/19)	23
4.10.1	The value of the change is minimal (38/4)	23
4.10.2	Adjusting the prices (Art. 38/7).....	24
4.10.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12).....	24
4.10.4	Unforeseen circumstances (Art. 38/9).....	24
4.11	Preliminary technical acceptance (Art. 41-42).....	24
4.12	Performance modalities (Art. 146 and seq.).....	25
4.12.1	Implementation period (Art. 147).....	25
4.12.2	Place where the services shall be performed (Art. 149).....	25
4.12.3	Evaluation of the services performed	25
4.12.4	Liability of the service provider (Art. 152-153)	25
4.13	Zero tolerance sexual exploitation and abuse	25
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155).....	25
4.14.1	Failure of performance (Art. 44).....	26
4.14.2	Fines for delay (Art. 46-154)	26
4.14.3	Measures as of right (Art. 47-155).....	26
4.15	Invoicing and payment of services (Art. 66-72 and 160).....	27
4.15.1	Invoicing.....	27
4.15.2	Schedule of payments	28
4.16	End of the contract (Art. 64-65, 150 and 156-157).....	28
4.16.1	Acceptance of the services performed	28
4.17	Litigation (Art. 73)	28
5	Terms of reference.....	30
5.1	Introducao.....	30
5.2	Objectivos and resultados	31
5.2.1	Objetivo geral	31
5.2.2	Objetivos Específicos	31
5.2.3	Resultados Esperados.....	32
5.3	Ambito do Trabalho.....	32
5.4	Metodologia	33
5.5	Estimated workload.....	
5.6	Entregaveis.....	34
5.7	Location.....	
5.8	Miscellaneous.....	
6	Forms.....	37
6.1	Identification forms (6.1.1 or 6.1.2 or 6.1.3, depending on your status).....	37
6.1.1	Natural person	37
6.1.2	Legal person entity private/public legal body.....	38

6.1.3	Public law body①.....	39
6.2	Financial identification	40
6.3	Declaration on honour – exclusion criteria	41
6.4	Integrity statement for the tenderers	43
6.5	Power of attorney.....	44
6.6	Certification of registration and / or legal status.....	44
6.7	Certification of clearance with regards to the payments of social security contributions 44	
6.8	Certification of clearance with regards to the payments of applicable taxes	44
6.9	Financial proposal	45

1 General point

1.1 Deviations from the General Implementing Rules

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

1.2 Contracting authority

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

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

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

1.3 Institutional framework of Enabel

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

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

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

¹ Belgian Official Gazette of 26 March 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008

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

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

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

1.4 Rules governing the public contract

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

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

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

1.5 Definitions

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

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

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons regarding 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 4.17 "Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

This procurement contract is a contract for services in the meaning of Article 2, 21°, of the Law of 17 June 2016 on public procurement.

2.2 Object and scope of the contract

This services procurement contract consists in the assessment of the Human Resources Department of FUNAE, with the objective of developing a Strategic Human Resources Plan that aligns people, structure, and processes with the institutional mandate, ensures capacity and operational continuity, strengthens human capital, and prepares FUNAE to operate fully as a modern, efficient fund aligned with international management and financing standards, including climate and multilateral funds such as GCF.

2.3 Duration

The total duration of the assignment is expected to be completed within 3 months, starting from the date of award notification by Enabel.

The estimated number of man days needed is 110 days.

2.4 Lots

This procurement contract is not divided into lots.

2.5 Variants

There are neither required nor permitted variants.

Free variants are not permitted.

2.6 Options

There are neither required nor permitted options.

Free options are not permitted.

3 Procedure

3.1 Award procedure

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

3.2 Publication

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

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

3.3 Information

The awarding of this contract is coordinated by Ms Juliette Campogrande, Junior ECA. 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.

Candidate-tenderers may submit questions regarding these Tender Specifications and the contract **up to six days before the final deadline for bid submission**. Questions will be sent in writing to Mrs Juliette Campogrande (juliette.campogrande@enabel.be) and tendersmoz@enabel.be in cc, and 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: Financial proposal
10. References: list of the main similar services and certificates associated.
11. Technical proposal.

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.

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 **Euros**.

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

Enabel will be responsible for the logistics related to the consultative workshop/meetings (e.g.: conference room, lunch, etc.), while the consultant is entirely responsible for all means necessary to perform the assignment (e.g. materials, communication, computer, etc.).

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

- Fees;
- Local travel (and field related logistic), insurances, visas, communication expenses;
- Per diems and accommodation costs;
- Administrative and secretarial costs;

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

This list is indicative and not exhaustive.

3.4.4 Taxes

The tenderer is to include in his global prices any charges and taxes generally applied to services:

- The prices must **include the withholding taxes applicable** (it is the tenderer responsibility to collect all necessary information relating to the withholding tax applicable for his situation).
- The prices must **exclude the value-added tax (VAT)**. However, the value-added tax (VAT) percentage must be indicated in a separate line in the “Form 6.9 – Financial proposal”.

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.

3.4.5 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.

Applicants are invited to submit their technical and financial proposals. Technical proposals must present, but not limited to, a description of the consultant's relevant experience in similar work, methodology of the consultancy, activities to be carried out and its rationale, schedule, and deliverables, including the updated and signed curriculum vitae.

The award criteria are set up in the “request for price” form.

The tender and all accompanying documents must be numbered and signed (**original handwritten 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 **before 02/10/2025 at 12:00 PM (noon) (East African Time)**:

- The original copy of the completed tender will be submitted on paper.
- One digital copy will be submitted in one or more PDF files on a USB stick.

The paper copy and the USB stick are to be submitted in a properly sealed envelope bearing the following information: “Tender MOZ22005-10242 - Consultancy for HR assessment of FUNAE”.

It may be submitted:

- **By courier** (standard mail or registered mail). In this case, the sealed envelope is put in a second closed envelope addressed to:

Enabel Mozambique, public-law company
Av. Kenneth Kaunda, 267
Maputo, Mozambique

- **Delivered by hand with acknowledgement of receipt.** The service can be reached on working days during office hours, from 8:00 to 17:00 (East African Time).

NB: Submission of tenders by e-mail is strictly prohibited. Any tenders submitted via e-mail will be automatically disregarded.

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

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

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

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

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

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

3.8.3 Regularity of tenders

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

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

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

3.8.4 Negotiations

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

3.8.5 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:

1) First criterion – Technical proposal (70 points)

Only proposals obtaining a minimum of 50 points out of 70 in the technical criteria will be considered for financial evaluation.

The proposal will be assessed based on the following criteria:

Methodology (70 points)		
Sub-criteria	Explanation	Points
Understanding the terms of reference	Clarity in demonstrating understanding of the objectives, context, scope, and added value of the consultancy.	30
Methodology and Workplan	Coherence and feasibility of the proposed approach; clarity of tools, techniques, work phases, and risk mitigation measures.	30
Stakeholder Engagement Strategy and Institutional Knowledge	Strategy for coordination with national/local actors; understanding of the institutional landscape.	10

2) Second criterion – price (30 points)

Only proposals that surpass the technical threshold (≥ 50 points out of 70) will be considered for financial evaluation.

The financial score will be calculated as follows:

Financial Score = (Lowest Price / Proposal Price) \times 30

Financial proposals must be submitted in **Euros (EUR)** and include all applicable taxes and costs (see 3.4.3 “Elements included in the price” and 3.4.4 “Taxes”).

3.8.6 Awarding the public contract

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

3.9 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)

The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office outside Belgium. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office. Fill out the form

https://finances.belgium.be/sites/default/files/o1_marche_public.pdf return it to the e- mail address: info.cdcck@minfin.fed.be. After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash.

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function.

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function.

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

1° deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary' as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

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 is three (3) months starting the day after the awarding of the tender (awarding letter).

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

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

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 servicees themselves but also to the whole of his obligations.

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

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

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

4.14.1 Failure of performance (Art. 44)

The contractor is in failure of performance of the contract:

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

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

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

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

4.14.2 Fines for delay (Art. 46-154)

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

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

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

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter may apply the measures as of right described in paragraph 2.

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

4.15.1 Invoicing

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.16.1 “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to invoice.moz@enabel.be and to the following address:

*Enabel Mozambique, public-law company
Av. Kenneth Kaunda, 267
Maputo, Mozambique*

The invoice will mention:

- Enabel, the Belgian development Agency, in Mozambique
- The title of the tender: Consultancy for HR assessment of FUNAE
- The reference of the tender documents: MOZ22005-10242
- The name of the managing official (see point 4.3).

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

Payment will be by bank transfer only.

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

The contractor may invoice an advance payment of maximum 20% of the value of the contract after awarding. In case of advance payment request, the contractor must provide to Enabel a bank guarantee for the value of this advance payment.

4.15.2 Schedule of payments

Instalments	Deadlines	Amount paid (%)
Submission and approval of Inception Report (D1)	Within 1 week (seven (7) days) following notification of award	10%
Submission and approval of Relatório de Diagnóstico de RH (D2), Plano Estratégico de RH (D3) and Relatório de Capitalização de Parceiros (D4) – Final Drafts	Within 11 weeks (+- seventy-five (75) days) following notification of award	50%
Submission and approval of Relatório Final Consolidado e Apresentação Executiva (D5) – Final Draft	Within 13 weeks (+- ninety (90) days) following notification of award	40%

4.16 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).

4.16.1 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 each deliverable.

4.17 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. Laura Jacobs
Rue Haute 147, 1000 Brussels, Belgium.

5.1 Introducao

Enabel, the Belgian cooperation agency, is tasked with implementing and coordinating Belgium's international development policy, as well as carrying out, at the request of the federal government, any public service mission in low- and middle-income countries that aligns with the 2030 Agenda for Sustainable Development.

No âmbito do Resultado 3 – Acesso à Energia do programa junt@sClima da Enabel em Moçambique, este Terms of Reference (ToR) está diretamente ligado ao Output 3.2, que visa:

“Reforçar as capacidades das agências governamentais centrais e locais, municípios e comunidades na seleção, conceção e entrega de projetos de energias renováveis descentralizadas.”

O Fundo de Energia (FUNAE, FP) é uma instituição pública com personalidade jurídica e autonomia administrativa, financeira e patrimonial, sob tutela do Ministério dos Recursos Minerais e Energia (MIREME). O seu mandato é:

- Promover o acesso à energia sustentável em zonas rurais e remotas, com foco em eletrificação fora da rede;
- Desenvolver, financiar e implementar projetos de energias renováveis e soluções descentralizadas, incluindo mini-redes e sistemas solares autónomos;
- Facilitar a participação do setor privado e atrair investimentos para infraestruturas energéticas rurais;
- Atuar como veículo de financiamento nacional e internacional, incluindo fundos climáticos;
- Assegurar a sustentabilidade e gestão eficiente dos ativos energéticos sob sua responsabilidade.

Este mandato posiciona o FUNAE como principal instrumento do Governo de Moçambique para expansão do acesso à energia limpa e como entidade-chave na mobilização de financiamento climático e internacional, incluindo o processo de acreditação junto ao Green Climate Fund (GCF) e a proposta conjunta com a Enabel submetida ao GCF no mês de Julho do decorrente ano.

O FUNAE reconhece que as pessoas são o seu maior ativo, e que o sucesso institucional depende da capacidade, motivação e continuidade do seu capital humano. Para operar plenamente como um fundo moderno, eficiente e competitivo internacionalmente, e para posicionar-se para captar novos financiamentos nacionais e internacionais, o FUNAE precisa de:

- Estrutura organizacional alinhada ao seu mandato e modelo de operação como fundo;
- Perfis e competências claras em todas as unidades, com planos de sucessão para funções críticas;

- Processos modernos de gestão de recursos humanos e ferramentas de gestão e reporting diário, mensal e anual;
- Plano estratégico de desenvolvimento de capacidades e pipeline de jovens talentos, garantindo continuidade operacional.

O presente assessment de HR permitirá desenvolver um Plano Estratégico de HR que:

- Avalie pessoas, estrutura, processos e lacunas;
- Apresente organograma atual e futuro, custos e estratégia de transição;
- Inclua Matriz de Risco de Capital Humano, pipeline de talentos e proposta de People Business Partner (PBP);
- Capitalize trabalhos prévios de parceiros como FCDO, SNV, Banco Mundial e Enabel, promovendo sinergias e evitando duplicações.

Além disso, o plano será avaliado e utilizado para selecionar áreas críticas de desenvolvimento de capacidades, que serão priorizadas no planeamento do próximo ano e até ao término do portfólio do Resultado 3 da Enabel, assegurando que o maior ativo do FUNAE – as suas pessoas – esteja preparado para sustentar a operação como fundo, garantir impacto institucional duradouro e posicionar a instituição para captar novos financiamentos.

5.2 Objectivos and resultados

5.2.1 Objetivo geral

Realizar um assessment do Departamento de Recursos Humanos do FUNAE para desenvolver um Plano Estratégico de HR que alinhe pessoas, estrutura e processos ao mandato institucional, assegure capacidade e continuidade operacional, fortaleça o capital humano e prepare o FUNAE para operar plenamente como um fundo moderno, eficiente e alinhado com padrões internacionais de gestão e financiamento, incluindo fundos climáticos e multilaterais como o GCF.

5.2.2 Objetivos Específicos

1. Diagnosticar o estado atual do HR do FUNAE, incluindo pessoas, estrutura, perfis, processos e mecanismos de gestão de desempenho.
2. Desenhar um Plano Estratégico de HR que:
 - Alinhe estrutura organizacional, funções e perfis ao mandato e às prioridades estratégicas do FUNAE;
 - Integre plano de capacitação, sucessão e gestão de talentos, assegurando capacidade e continuidade operacional;
 - Incorpore estratégia de novas entradas e integração de jovens profissionais, incluindo programa estruturado de estágios curriculares para atrair e reter talentos.
3. Capitalizar e alinhar com trabalhos anteriores e em curso realizados por parceiros como FCDO, SNV, Banco Mundial, evitando duplicação de esforços e promovendo sinergias.
4. Desenvolver uma Matriz de Risco de Capital Humano, identificando:

- Pessoas-chave e áreas críticas,
 - Riscos de reforma, rotação ou saída,
 - Funções sem pipeline de sucessão,
 - Medidas de mitigação para assegurar continuidade operacional.
5. Propor recomendações práticas e roadmap de implementação, priorizando ações de curto, médio e longo prazo para a modernização do HR e o fortalecimento institucional do FUNAE.

5.2.3 Resultados Esperados

R1: Relatório de diagnóstico completo de HR (pessoas, estrutura, perfis, processos e mecanismos de gestão).

R2: Plano Estratégico de HR, incluindo:

- Organograma otimizado e job profiles;
- Estratégia de capacitação, sucessão e pipeline de talentos;
- Programa estruturado de estágios curriculares e integração de jovens profissionais.

R3: Matriz de Risco de Capital Humano, identificando pessoas-chave, áreas críticas, riscos de saída/reforma e medidas de mitigação.

R4: Relatório de capitalização e alinhamento com trabalhos prévios de parceiros, promovendo coerência e sinergias institucionais.

R5: Roadmap de implementação para modernização do HR, fortalecimento do capital humano e alinhamento com padrões internacionais de fundos e governança.

5.3 Ambito do Trabalho

O Âmbito de Trabalho desta consultoria incluirá a realização de um assessment completo do Departamento de Recursos Humanos do FUNAE, com enfoque em pessoas, estrutura, processos e capacidade institucional, para desenvolver um Plano Estratégico de HR que assegure capacidade, continuidade operacional e alinhamento com padrões internacionais de gestão e fundos climáticos.

As atividades principais a realizar incluem:

1. Revisão documental e entrevistas

- Levantamento e análise de documentos institucionais (organogramas, descrições de funções, regulamentos internos, planos de capacitação existentes).
- Condução de entrevistas estruturadas com Direção do FUNAE, Administradores, Chefes de Departamento e colaboradores chave, para identificar lacunas e oportunidades no HR.

2. Mapeamento de processos, funções e perfis atuais

- Identificação de funções críticas, perfis existentes e gaps em relação ao mandato do FUNAE.
- Avaliação de mecanismos atuais de gestão de desempenho, recrutamento e retenção.
- Proposta de organograma otimizado alinhado ao mandato e necessidades institucionais.

3. Plano Estratégico de HR e desenvolvimento de capacidades

- Definição de job profiles claros para cada função e unidade.
- Elaboração de plano de capacitação, sucessão e gestão de talentos, assegurando capacidade e continuidade operacional.
- Inclusão de estratégia para novas entradas, com programa estruturado de estágios curriculares e integração de jovens profissionais, criando pipeline de talentos.

4. Matriz de Risco de Capital Humano

- Identificação de pessoas-chave e áreas críticas, avaliando riscos como reforma, saída inesperada ou dependência excessiva.
- Detecção de funções sem sucessão definida ou pipeline interno.
- Elaboração de matriz de risco de HR, com probabilidade, impacto e medidas de mitigação para assegurar continuidade operacional.

5. Capitalização e alinhamento com trabalhos de parceiros

- Levantamento de trabalhos anteriores e em curso desenvolvidos para o FUNAE por FCDO, SNV, Banco Mundial, Enabel e outros parceiros.
- Integração de lições aprendidas e recomendações no Plano Estratégico de HR, evitando duplicação de esforços e promovendo sinergias institucionais.

6. Validação participativa e roadmap de implementação

- Apresentação e validação do diagnóstico, matriz de risco e plano estratégico de HR com a Direção do FUNAE e parceiros estratégicos.
- Elaboração de roadmap de implementação com ações de curto, médio e longo prazo para a modernização do HR e fortalecimento institucional.

5.4 Metodologia

A consultoria utilizará uma abordagem combinada de:

- Revisão documental e análise institucional;
- Entrevistas estruturadas e focus groups;
- Mapeamento de processos e perfis críticos;

- Elaboração participativa do Plano Estratégico de HR;
- Desenvolvimento da Matriz de Risco de Capital Humano e proposta PBP;
- Workshops de validação com Direção e parceiros estratégicos.

5.5 Entregáveis

A consultoria resultará na entrega dos seguintes produtos, em **português e inglês**, em **formato Word, Excel e PDF**:

Deliverable	Description	Deadline	Estimated man-days	Payment milestone
D1 - Inception Report	Plano detalhado de trabalho, metodologia e cronograma validados com Enabel e a Direção do FUNAE.	Até 7 dias após a notificação de adjudicação	10	10%
D2 - Relatório de Diagnóstico de HR	<ul style="list-style-type: none"> • Avaliação de pessoas, estrutura, processos e perfis; • Identificação de lacunas, áreas críticas e funções-chave; • Primeira versão da Matriz de Risco de Capital Humano. 	Até 45 dias após a notificação de adjudicação	35	50%
D3 - Plano Estratégico de HR	<ul style="list-style-type: none"> • Organograma atual do FUNAE com análise de gaps; • Organograma futuro-alvo, refletindo o FUNAE a operar plenamente como fundo; • Estratégia de transição do estado atual para o estado-alvo, incluindo fases e prioridades; • Estimativa de custos de implementação da nova estrutura e plano de HR; • Plano de capacitação, sucessão e pipeline de talentos; • Estratégia de integração de jovens profissionais e programa de estágios curriculares; • Estrutura de People Business Partner (PBP) para gestão descentralizada e reporting contínuo; 	Até 60 dias após a notificação de adjudicação	30	

	<ul style="list-style-type: none"> • Matriz de Risco de Capital Humano final, com medidas de mitigação para assegurar continuidade operacional; • Ferramentas de gestão e reporting. 			
D4 - Relatório de Capitalização de Parceiros	<ul style="list-style-type: none"> • Integração das recomendações de FCDO, SNV, Banco Mundial, Enabel e outras iniciativas; • Proposta de sinergias e complementaridades no fortalecimento institucional do FUNAE. 	Até 75 dias após a notificação de adjudicação	10	
D5 - Relatório Final Consolidado e Apresentação Executiva	<ul style="list-style-type: none"> • Documento único integrando diagnóstico, plano estratégico, organogramas, custos, matriz de risco de capital humano; • Roadmap de implementação para modernização do HR, fortalecimento do capital humano e alinhamento com padrões internacionais de fundos e governança; • Guia prático para acompanhamento e reporting contínuo; • Apresentação Executiva para Direção do FUNAE e parceiros estratégicos (MIREME, Banco Mundial, SNV e Country Platform). 	Até 90 dias após a notificação de adjudicação	25	40%

5.6 Requirements for the team

As consultorias devem apresentar a seguinte composição mínima da equipa, assegurando diversidade, inclusão de género e juventude, e competências alinhadas ao mandato do FUNAE.

- O Team Leader poderá agregar mais de uma função, desde que comprove possuir a experiência mínima exigida.
- Em qualquer circunstância, a equipa deverá ter no mínimo 3 membros para assegurar a entrega do trabalho nos prazos estabelecidos.
- Pelo menos 80% dos membros da equipa deverão falar e escrever fluentemente em Português.

Função	Requisitos mínimos	Experiência mínima	Competências específicas
Team Leader – Especialista em Recursos Humanos e Desenvolvimento Organizacional	Formação superior em RH, Administração Pública, Gestão ou áreas afins	10 anos	Diagnósticos institucionais, planos estratégicos de HR, reestruturação organizacional em fundos/instituições públicas; liderança de equipas multidisciplinares
Especialista em Gestão de Talentos, Capacitação e Inclusão	Formação superior em Psicologia Organizacional, RH, Educação ou áreas afins	7 anos	Programas de sucessão, capacitação, integração de jovens profissionais, programas de estágios, promoção de igualdade de género
Especialista em Finanças e Organização Institucional	Formação superior em Economia, Finanças, Gestão ou áreas afins	7 anos	Cálculo de custos de transição organizacional, modelagem de organogramas, planeamento estratégico institucional
Consultor/a Júnior (apoio técnico e análise de dados)	Formação superior em RH, Administração, Sociologia ou áreas relacionadas	3 anos	Recolha e análise de dados, apoio metodológico, elaboração de relatórios, enfoque em juventude e participação feminina

Nota: A equipa deve demonstrar compromisso com gender balance, inclusão de jovens profissionais, boa governança, transparência e climate mainstreaming, refletido tanto na sua composição como na metodologia proposta.

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

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

① As indicated on the official document.

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

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

④ See table with corresponding denominations by country.

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

6.1.2 Legal person entity private/public legal body

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

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

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

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

6.1.3 Public law body^①

OFFICIAL NAME^② ABBREVIATION MAIN REGISTRATION NUMBER^③ SECONDARY REGISTRATION NUMBER (if applicable) PLACE OF MAIN <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">REGISTRATION</td> <td style="width: 20%;">CITY</td> <td style="width: 40%;">COUNTRY</td> </tr> </table> DATE OF MAIN REGISTRATION <div style="text-align: center;"> DD MM YYYY </div> VAT NUMBER OFFICIAL ADDRESS <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">POSTCODE</td> <td style="width: 35%;">P.O. BOX</td> <td style="width: 40%;">CITY</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">COUNTRY</td> <td style="width: 40%;">PHONE</td> </tr> </table> E-MAIL				REGISTRATION	CITY	COUNTRY	POSTCODE	P.O. BOX	CITY	COUNTRY	PHONE
REGISTRATION	CITY	COUNTRY									
POSTCODE	P.O. BOX	CITY									
COUNTRY	PHONE										
DATE		STAMP									
SIGNATURE OF AUTHORISED REPRESENTATIVE											

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

6.2 Financial identification

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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

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

6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

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

For Belgium:

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

Signature

Place, date

6.4 Integrity statement for the tenderers

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

Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.

The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

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

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

Place, date

6.5 Power of attorney

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

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

6.6 Certification of registration and / or legal status

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

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

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

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

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

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

6.9 Financial proposal

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.

Descriptions	Unit	Prices in EUR excl. VAT
Tarefa 1: Relatório de Inicial (Revisão e Validação de Dados Existentes) (D1)	Lumpsum price	
Tarefa 2: Diagnóstico de RH (D2)	Lumpsum price	
Tarefa 3: Plano Estratégico de RH (D3)	Lumpsum price	
Tarefa 4: Relatório de Capitalização de Parceiros (D4)	Lumpsum price	
Tarefa 5: Relatório Final Consolidado e Apresentação Executiva (D5)	Lumpsum price	
TOTAL		
Percentage of VAT applicable		%

Notes:

- 1) Enabel will be responsible for the logistics related to the consultative workshop/meetings (e.g.: conference room, lunch, etc.), while the consultant is entirely responsible for all means necessary to perform the assignment (e.g. materials, communication, computer, etc.).

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

- Fees.
- Local travel (and field related logistic), insurances, visas, communication expenses.
- Per diems and accommodation costs.
- Administrative and secretarial costs.
- The cost of documentation related to the services and 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.
- 2) **International air transport¹³ should not be included in the price.** Those costs are covered and arranged by the contractor and will be reimbursed by Enabel based on supporting documents. Enabel's approval before incurring the expense is always necessary. Otherwise, the expenditure cannot be reimbursed even with a supporting document.
- 3) The prices must **exclude the value-added tax (VAT)**. However, the value-added tax (VAT) percentage must be indicated in a separate line.
- 4) The prices must **include the withholding taxes applicable** (it is the tenderer responsibility to collect all necessary information relating to the withholding tax applicable for his situation).

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

¹³ International air transport = airline tickets for international flights between the expert's country of residence and the place of service provision (economy class ticket for the most economically advantageous route).