TENDER SPECIFICATIONS

Public service contract for "**Framework Agreement: Carbon Markets Technical Consultancy (Article 6 of the Paris Agreement) — Senior Advisory Support to MAAP and the GIIMC for the Operationalisation of Mozambique's National Article 6 Framework** "

Reference №: **MOZ23002-10010**

Country: **Mozambique**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications:	**Until 04 September 2026** at **12 PM (East African Time)**
Deadline for submission of tenders:	**09 September 2026** at **12 PM (East African Time)**

Belgian development agency

enabel.be

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

1.1. The contracting authority of this public contract is 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), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.

1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

1.3. For this public contract Enabel, in Mozambique, is represented by:

Name	Position
Adriaan Tas	Country Director

Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different "permanent establishments" in partner countries, who are 'customer' in the sense of tax legislation.[1] As a result, services of this contract are deemed to be located in Mozambique and applicable tax legislation is legislation of Mozambique. For more information on this tax regime, you can contact moz_csc_contracts@enabel.be

1.4. **(clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

2.1. The following, among others, apply to this public contract:

(a) The Law of 17 June 2016 on public procurement;

(b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;

(c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;

(d) The Law of 17 june 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;

(e) Circulars of the Prime Minister with regards to public procurement;

(f) Enabels policy regarding sexual exploitation and abuse – June 2019;

(g) Enabels policy regarding fraud and corruption risk management – June 2019.

2.2. All Belgian regulations on public contracts can be consulted on https://bosa.belgium.be/en/themes/public-procurement;

[1] **Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).**

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/.

3. APPLICABLE LAW AND COMPETENT COURTS

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

1.1. This public contract is a service Framework Agreement for provision of: Carbon Markets Technical Consultancy (Article 6 of the Paris Agreement) — Senior Advisory Support to MAAP and the GIIMC for the Operationalisation of Mozambique's National Article 6 Framework (Phases D2 to D5).

2. LOTS

2.1. This public contract is not divided into lots.

3. ITEMS

3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.

3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

4.1. This public contract starts **upon kick off meeting** and lasts for **24 (twenty-four) months**.

4.2. This public contract **MAY NOT** be renewed.

4.3. Without prejudice to measures as of right, the contract may be terminated each year by the contracting authority, giving notice by registered letter to be sent 90 calendar days before the anniversary date of the contract.
Termination of the contract under the above conditions does not give rise to any right to compensation.

5. VARIANTS

5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platforms:

(a) Website of Enabel (www.enabel.be);

(b) Local Newspaper.

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

Contract Service Center CSC

moz_csc_contracts@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. **Requesting clarifications**

Prospective tenderers have until the **04 September 2026**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 moz_csc_contracts@enabel.be and will be answered in the order received.

Until the notification of the award decision no information will be given about the evolution of the procedure.

3.3. **Publication of clarifications and/or amendments to the tender specifications**

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the sixth day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.

5.2. The tender and all annexes to the tender form must be drawn up in:

(a) English.

5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.

5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.

5.5. The tenderer must use the tender forms provided in the annex:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) List of subcontractors (clause 0 of chapter 8 Forms);

(c) Tender form - Prices (clause 3 of chapter 8 Forms)

(d) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);

(e) Financial identification (clause 5 of chapter 8 Forms);

(f) Integrity Statement (clause 6 of chapter 8 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

5.6. The tenderer also attaches the following to his tender:

(a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 16);

(b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

(c) The statutes and any other document required to establish the power of attorney of the signer(s);

(d) Updated Certification of Registration;

(e) The document certifying that the tenderer is in order with payment of social contributions;

(f) The document certifying that the tenderer is in order with the payment of taxes.

For points (e) and (f), where such certificates are not issued or are not available in the country of establishment of the tenderer, the tenderer shall provide an equivalent supporting document acceptable under the laws of the country of establishment.

5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);

(c) The statutes and any other document required to establish the power of attorney of the signer(s);

(d) The association agreement signed by each participant, clearly showing who represents the association.

5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

5.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

1.1. This public contract is a **price-scheduled** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

7.1. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

8.1. The tenderer is to include in his global prices any charges and taxes generally applied to services according to the applicable tax legislation of Mozambique, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.
As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**.
For the provision of services in Mozambique, <u>the attention of tenderers who are non-tax residents of Mozambique is drawn to the tax on the profits of non-residents (20% (or possibly 32% or 10%)) applicable to this category of service provider</u>. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Mozambique.
The 20% (or possibly 32% or 10%) non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

8.2. The global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:

(a) Administrative management and secretariat services;

(b) Travel, transportation, and insurance;

(c) Documentation related to the services;

(d) Delivery of documents or records associated with the performance of the contract;

(e) Training required for operation.

(f) Acceptance costs.

8.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

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

9.1. Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.

The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement ”platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.

In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.

9.2. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted by email.

These copies may be submitted as one or more PDF files.

Tender: **MOZ23002-10010 - Framework Agreement: Carbon Markets Technical Consultancy (Article 6 of the Paris Agreement) — Senior Advisory Support to MAAP and the GIIMC for the Operationalisation of Mozambique’s National Article 6 Framework**

1.3. The tender must be submitted before 09 September 2026, 12 PM (East African Time).

The duly completed and signed tender shall be submitted only by e-mail to:

tendersmoz@enabel.be

10. TENDER SIGNATURE

1.4. The tender and all accompanying documents must be numbered and signed 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.

10.1. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.

10.2. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

1.5. Tenders must be in the possession of the contracting authority before **09 September 2026** at **12 PM <u>(East African Time)</u>**.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).

12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.

12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.

12.6. <u>Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.</u>

12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.

12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same

contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 16 subject to the regularity of these tenders.

13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:

(a) all participants submitting a joint bid as a consortium of economic operators;

(b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.

14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.

14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 16). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.

14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 16) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. SELECTION CRITERIA

To be eligible, tenderers must meet the following minimum selection criteria. These criteria establish the minimum capacity required to perform the contract and are assessed on a pass/fail basis before the award criteria in clause 16 are applied.

1.6. **Economic and financial standing**: the tenderer must demonstrate an average annual turnover over the last three financial years at least equal to Forty-one thousand euros (€41,000). and provide evidence of sufficient financial capacity to sustain a multi-year framework assignment.

Technical and professional capacity: the tenderer must show relevant experience delivering at least two comparable assignments in the last three years in climate policy, carbon markets or environmental governance, and must propose a core team meeting the minimum qualifications and experience set out in the ToR (section 5), including the Team Leader, the Legal Professional and the Registry Professional.

16. AWARD CRITERIA

16.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Methodology	20	The tenderer has to demonstrate clarity, understanding of the assignment, adaptation to the local context, coherent coverage of the four call-offs foreseen under the Framework Agreement as per described on the ToR – section 5
Workplan	20	The tenderer shall describe, in a note of maximum 5 pages, that he will follow to implement all the services set in the ToR – section 5
CV & Experience	30	The tenderer's proposed technical team will be evaluated based on the extent to which it exceeds the minimum requirements established in the ToR Section 5. No points will be awarded for meeting the minimum requirements
Price	30	Application of the rule of three

16.2. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour of this tenderer and provided the control shows that the declaration on honour corresponds with reality.

NB: Only tenders with scores of at least 45 out of 70 points qualify for the financial evaluation.

17. AWARDING THE PUBLIC CONTRACT

17.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

17.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

18. CONCLUDING THE CONTRACT

18.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the succesful tenderer of the approval of their tender.

18.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

18.3. The full public contract consists of the following documents:

(a) These tender specifications and their annexes;

(b) The approved BAFO and all of its annexes;

(c) The registered letter notifying the award decision;

(d) Any later documents accepted and signed by both parties, as appropriate.

18.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.

2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

4. MANAGING OFFICIAL (ART. 11)

4.1. The managing official for this public contract will be assigned in the award notification. The managing official is responsible for overseeing the performance of the contract.

4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.

4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.

4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.

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

5. CONFIDENTIALITY (ART. 18)

5.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

5.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

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 the 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.

6.2. **Processing of personal data by the service provider**

Where during contract performance, the service provider processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply:

For any processing of personal data carried out in connection with this public contract, the service provider 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 service provider will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

1.7. The contracting authority **acquires** the intellectual property rights created, developed, or used during performance of the public contract.

7.1. Unless otherwise specified in the procurement documents and without prejudice to clause 1.7, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.

7.2. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

The contract authority reserves the right to require a performance bond in accordance with Article 25 of the Royal Decree of 22 June 2017.

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SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

10. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

10.1. Scope

The clause may be applied in case the service provider is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

10.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the service provider already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new service provider.

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract.
To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract.
If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document.
To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account.
If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

(a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

(b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider, and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".
If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

11. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

12. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

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

12.2. 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 may be agreed.

12.3. When activities are suspended, based on this clause 12.3, the service provider 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.

12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:

(a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calender days, depending on whether the performance period is expressed in working days or calendar days;

(b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;

(c) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

14. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.

14.2. Such price revision is only possible if both the following conditions apply:

(a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and

(b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".

14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

15. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.

15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

16. DEADLINES AND TERMS (ART. 147)

16.1. The service provider must complete the services within **24 (twenty-four) months**, starting from **the day following the date of the kick-off meeting.**

17. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address: **Maputo, Mozambique**.

18. INSPECTION OF THE SERVICES (ART. 150)

18.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.

18.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

19. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

19.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.

19.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

SECTION (G) - MEANS OF ACTION

20. FAILURE OF PERFORMANCE (ART. 44)

20.1. The service provider shall be considered in breach of this public contract under the following circumstances:

(a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;

(b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

(c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

20.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

20.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the “GIR”.

21. FINES FOR DELAY (ART. 46 AND 154)

21.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

21.2. Fines for delay are calculated, according to Article 154 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.

21.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.

21.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

22. MEASURES AS OF RIGHT (ART. 47 AND 155)

22.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 22.2 However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

22.2. The measures as of right are:

(a) Unilateral termination of the contract. In this case the entire performance 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;

(b) Completion of all or part of the unfulfilled contract by the contracting authority itself;

(c) 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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

23. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

23.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

23.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.

23.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the “GIR” (clause 24).

23.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch and shall request that the acceptance procedure be carried out.

23.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

24. INVOICING AND PAYMENT (ART. 66-72 AND 160)

24.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.

24.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.

24.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel, Belgian Development Agency, Av. do Zimbabwe, 385**.

24.4. Payment will be made in accordance with one of the following arrangements: Phase Milestones

25. ADVANCE PAYMENTS

25.1. Notwithstanding clause 24.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the service provider.

25.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

(a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;

(b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

(c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

25.3. No advance is granted before:

(a) Notification of the conclusion of the public contract;

(b) A written dated demand submitted to the contracting authority;

(c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

25.4. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

25.5. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

Framework Agreement: Carbon Markets Technical Consultancy (Article 6 of the Paris Agreement) — Senior Advisory Support to MAAP and the GIIMC for the Operationalisation of Mozambique's National Article 6 Framework

PUBLICATION REFERENCE: MOZ23002-10010

1. INTRODUCTION

Enabel, the Belgian Development Agency, in cooperation with the Government of Mozambique and with the financial support of the European Union, is implementing the programme "Establishing a National Strengthened Transparency Framework (ETF) for Mozambique" (MOZ23002). The programme includes Activity 4.3 — Capacity-building for MAAP and other sectors on Article 6 issues in the context of the SNMAMC — whose objective, as defined in Annex I of the Action, is "to build the MAAP's capacity on Article 6 to ensure that they engage effectively in the inter-ministerial group discussions and contribute to setting up the institutional arrangements and overall strategy for Mozambique to engage in Article 6 activities".

This capacity-building rests on three articulated pillars: (i) the national Article 6 technical officer, hired by MAAP under the government salary scale on a long-term contract (36 months), tasked with playing a key role in any future structure that may be established to manage Article 6 activities in Mozambique; (ii) the GIIMC (Inter-Ministerial Group on Carbon Markets) as the inter-ministerial coordination and deliberation forum for all national Article 6 decisions; and (iii) the broader stakeholder community — civil society, private sector, and sectoral institutions. This Framework Agreement mobilises a senior international advisory consultant to support these three pillars.

This assignment (MOZ23002-10010) covers four sequential phases over 24 months (01/10/2026 — 01/10/2028) under budget line A040301: D2 — National Article 6 Governance & Authorisation Framework D3 — Corresponding Adjustment Procedures & Registry Integration Framework; D4 — Operationalisation Workshop on Article 6 Transactions and Reporting; D5 — Pre-Operational Technical Review of the National Article 6 Framework. The starting point is the Article 6 Readiness Assessment (D1, separately tendered, Q4 2026) which produces the initial diagnostic. Phases D2 to D5 of this assignment translate that diagnostic into operational arrangements through options analysis, draft proposals "as required" by the GIIMC, and ongoing capacity-building.

The strategic importance of this assignment to the MOZ23002 programme is twofold. First, sustainable institutional capacity-building: the consultant operates as a senior advisor to the Article 6 technical officer (MAAP), strengthening Mozambique's national capacity to engage effectively in the GIIMC discussions and to play a leading role in any future structure that may manage Article 6 activities. Second, evidence-based decision support: the options analyses, technical documents and draft proposals produced by the consultant enable the GIIMC to make informed choices about institutional arrangements, regulatory frameworks, NDC linkages (in particular in the context of the ongoing 2025 NDC update process), and national procedures for participation in Article 6 activities — choices that determine whether and how Mozambique can access additional climate finance through carbon markets. Outputs feed directly into the Article 6 Workshops (C-14, A040302) and the BTR Article 6 chapter.

2. JUSTIFICATION AND OBJECTIVES

Annex I of the Action is clear about the nature of this assignment: "the specialist consultant on Article 6 should provide guidance and support the technical officer who will work on various aspects of Article 6" and "will also be a resource to be used by the Inter-Ministerial Group on Carbon Markets, bringing in its expertise to the discussions". The consultancy modality is therefore not the top-down delivery of finished frameworks to MAAP — it is the senior accompaniment of a national deliberative process, led by the GIIMC and operationalised by the technical officer, with the consultant providing options analyses, international comparisons, templates and draft proposals "as required".

Mozambique's preparation for Article 6 is being organised through three coordinated workstreams: (i) the GIIMC inter-ministerial body, convening MAAP, MEF, MIREME and other sectoral ministries, in which all national Article 6 decisions are deliberated; (ii) the Article 6 Readiness Assessment (D1, separately tendered under A040301, Q4 2026), which produces the institutional, legal and technical baseline diagnostic; and (iii) the parallel Enabel support to MPD on Article 6 matters. This assignment coordinates explicitly with this parallel MPD support, as required by Annex I, to ensure complementarity — particularly in actions involving other sectors and stakeholders. The outputs of D2 to D5 translate the D1 diagnostic into operational arrangements, always through deliberative process within the GIIMC and in support of the national technical officer.

This Framework Agreement specifically aims to:

- Support the GIIMC and the national Article 6 technical officer (MAAP) in developing the national governance framework — through options analysis, evidence-based recommendations, draft proposals "as required" by the GIIMC, with explicit linkage to the 2025 NDC update process (Call-Off D2);
- Provide technical and international comparative analysis enabling the GIIMC to make informed choices on the corresponding adjustment methodology and the registry approach (Call-Off D3);
- Build capacity of MAAP, the GIIMC, sectoral ministries and stakeholders (civil society, private sector) through the Operationalisation Workshop on Article 6 Transactions and Reporting and supporting materials (Call-Off D4);
- Conduct an independent technical review of the complete framework (Call-Off D5), producing final recommendations before the operational launch of Mozambique's Article 6 framework in 2029.

2.1 General Objective

To strengthen Mozambique's institutional capacity on Article 6 — through senior advisory support to the national MAAP technical officer and to the GIIMC — preparing the country to participate in carbon market mechanisms under Article 6 of the Paris Agreement in compliance with decisions 2/CMA.3, 3/CMA.3, 6/CMA.4, 5/CMA.6, 6/CMA.6 and subsequent CMA decisions.

2.2 Specific Objectives

- Support the national technical officer and the GIIMC in designing the national Article 6 governance framework — including comparative analysis of international institutional models (advanced hosts such as Switzerland, Ghana, Senegal, Thailand), options for GIIMC internal regulations and for evaluation and authorisation procedures, and Letter of Authorisation templates compliant with decision 2/CMA.3 paragraph 18(g) and subsequent refinements (Call-Off D2);
- Conduct options analysis on national eligibility criteria for Article 6 activities (NDC alignment, environmental and social safeguards, environmental integrity, double-counting avoidance) — particularly in the context of the 2025 NDC update process — and support the GIIMC in consultations with civil society, public sector and private sector (Call-Off D2);
- Provide technical analysis enabling the GIIMC to make an informed choice on the corresponding adjustment methodology among the options of Section III of the annex to decision 2/CMA.3

(annual, multi-year averaging, vintage), with practical application to key categories of the Mozambican inventory and explicit treatment of removals vs emission reductions (Call-Off D3);

- Support the GIIMC in choosing between a national registry with interoperability and the use of the UNFCCC secretariat-managed registry; define the practical upload procedures to the CARP (Centralized Accounting and Reporting Platform) and the Article 6 database (Call-Off D3);
- Design and deliver the Operationalisation Workshop on Article 6 Transactions and Reporting with MAAP, the GIIMC, sectoral ministries and stakeholders (including private sector and potential project proponents), covering the full Article 6 transaction cycle with practical exercises (Call-Off D4);
- Support the drafting of the first components of Mozambique's Initial Report and Annual Information for submission to the CARP, and of the Article 6 chapter of BTR1 per decision 18/CMA.1 annex (Call-Off D4);
- Conduct an independent pre-operational technical review of the complete framework (Call-Off D5), producing a Compliance Report identifying gaps against applicable CMA decisions and the corrective-action sequence before the first transfer expected in 2029.

3. METHODOLOGY

The Framework Agreement will be executed over 24 months (01/10/2026 — 01/10/2028), totalling 158 working days across four sequential call-offs in senior advisory mode. In each call-off the consultant: (i) works in partnership with the national Article 6 technical officer (MAAP) as primary counterpart; (ii) prepares options analyses and technical materials for GIIMC discussion; (iii) supports GIIMC consultations with civil society, private sector and sectoral ministries; (iv) prepares draft proposals "as required" by the GIIMC following deliberation; (v) explicitly coordinates with Enabel's parallel Article 6 support to MEF. The methodology is anchored in the current state of CMA guidance: decisions 2/CMA.3 and 3/CMA.3 (foundational, Glasgow 2021), 6/CMA.4 (Sharm el-Sheikh 2022), 5/CMA.6 and 6/CMA.6 (Baku 2024 — full PACM operationalisation, three authorisation types, ITMO unique identifiers, authorisation dates and durations, revocation) and decision -/CMA.7 (Belém 2025). It reflects the Article 6.4 Supervisory Body standards adopted 2024-2025 (additionality, baselines, leakage, suppressed demand, non-permanence/reversals), the mandatory PACM Sustainable Development Tool, the Reversal Risk Assessment Tool, and the first approved PACM methodology (AMM001, landfill gas, November 2025). Includes awareness of Article 6.8 (NMA work programme, Phase 2 2025-2026) and of the Miombo Restoration Alliance Article 6 activity in Mozambique (launched January 2026), with which the consultant must coordinate to avoid duplication and maximise coherence.

18.5. Call-Off D2 — National Article 6 Governance & Authorisation Framework

- Review of the outputs of the D1 Readiness Assessment, the updated NDC (in particular the 2025 update process), the draft Climate Law and the GIIMC documentation; initial meetings with the national Article 6 technical officer (MAAP) to define the joint workplan and the points of articulation with the parallel Enabel support to MEF;
- Options analysis on the institutional architecture for Article 6 in Mozambique, with international benchmarking (Switzerland, Ghana, Senegal, Thailand, Peru) — presented as a menu of options for GIIMC deliberation, not as a single recommendation. Topics: role of the Designated National Authority (DNA), articulation with the GIIMC, decision flowchart for authorisations, linkage to the broader climate governance;
- Options analysis on internal evaluation and approval procedures: national eligibility criteria (alignment with the updated 2025 NDC, environmental and social safeguards, environmental integrity, contribution to sustainable development, double-counting avoidance); proposal submission procedure; public consultation procedure (including civil society and private sector, as required by Annex I); technical evaluation procedure; final decision procedure by the DNA;
- Analysis of the three authorisation categories introduced/clarified by decision 6/CMA.6 (Baku 2024): (a) authorisation of the cooperative approach, (b) authorisation of ITMOs for NDC use, and (c) authorisation for Other International Mitigation Purposes (OIMP, e.g. CORSIA, corporate voluntary markets). Letter of Authorisation templates incorporating all post-CMA.6 mandatory elements: cooperative approach unique identifier, names of participating Parties, authorisation start and end dates (including final date for issuance, use or cancellation of mitigation outcomes), metrics and units, GHGs and sectors covered, activity types per common nomenclatures, cross-

reference to underlying regulations and methodologies; revocation procedure. Strategic analysis of A6.4ER vs Mitigation Contribution Unit (MCU): authorised A6.4ERs trigger immediate corresponding adjustment; MCUs do not require corresponding adjustment and may be "upgraded" later — a fundamental strategic choice for Mozambique as a host country with an NDC under pressure;

- Presentation to the GIIMC with facilitation of deliberation; preparation of draft proposals "as required" by the GIIMC following deliberation; follow-up of consultations with civil society and private sector. Call-Off D2 deliverable (End Q2 2027): GIIMC Support Package for the Article 6 Governance Framework (≈ 80-100 pages), composed of: (a) Comparative analysis of international institutional models with benchmarks from advanced host countries (Switzerland-KliK, Ghana, Senegal, Thailand, Vanuatu, Malawi); (b) Menu of options for the Mozambican institutional architecture with pros/cons; (c) Analysis of the three authorisation categories (CMA.6) with preliminary recommendation for the GIIMC; (d) Letter of Authorisation legal templates compliant with 6/CMA.6 (cooperative approach, ITMOs, OIMP); (e) A6.4ER vs MCU strategic analysis for Mozambique; (f) National eligibility criteria with linkage to the updated 2025 NDC; (g) Draft proposals approved by the GIIMC for institutional arrangements; (h) Synthesis of consultations with civil society and private sector.

18.6. Call-Offs D3, D4 and D5 — Sequential Operationalisation (2028)

- Call-Off D3 — Corresponding Adjustment Procedures & Registry Integration (Q2 2028, 46 working days): technical and comparative analysis enabling the GIIMC to make informed choices on: (a) among the three corresponding-adjustment methods of Section III of decision 2/CMA.3 annex (annual, multi-year average, vintage) — with quantitative simulations for relevant Mozambican sectors; (b) between own national registry with interoperability vs use of the secretariat-managed registry (Interim PACM Registry launched 2025) vs hybrid solution; (c) upload approach to the CARP and the Article 6 database — including submission of the first Initial Reports by the nominated user. Practical application to key inventory categories where Mozambican Article 6 activity is foreseen: jurisdictional REDD+ (including coordination with the Miombo Restoration Alliance), renewable energy, energy efficiency, biogas/cookstoves. Specific treatment of removals vs reductions (with application of PACM standards 2024-2025: additionality, baselines, leakage, suppressed demand, non-permanence/reversals, Reversal Risk Assessment Tool, Sustainable Development Tool); Share of Proceeds (SoP) of 5% for the Adaptation Fund in the case of Article 6.4; contribution to OMGE (Overall Mitigation in Global Emissions); preparation for the Article 6 Technical Expert Review (TER) — a process distinct from the ETF review. Outputs: technical analysis for GIIMC deliberation, and preliminary operational proposals "as required" by the GIIMC following deliberation;
- Call-Off D4 — Operationalisation Workshop (Q3 2028, 38 working days): intensive 3-day workshop in Maputo with the DNA, the GIIMC, sectoral ministries and relevant stakeholders (private sector, potential project proponents including Miombo Restoration Alliance, civil society), articulated with the "Operationalisation Workshop on Corresponding Adjustments and Reporting under the ETF" foreseen under budget line A040302 of the financial plan. Coverage: Day 1 — Governance framework and authorisation procedures (output of Call-Off D2), including the three CMA.6 authorisation categories and the A6.4ER/MCU choice; Day 2 — Article 6 transaction cycle — practical application with jurisdictional REDD+ scenario, industrial energy efficiency scenario, and practical exercise with the AMM001 methodology (landfill gas, first PACM methodology approved in November 2025); also covers CDM activity transition (deadline 30 June 2026) where applicable to Mozambique; application of corresponding adjustment, ITMO unique identifiers, upload to the CARP, validation by DOE (Designated Operational Entity); Day 3 — Reporting: drafting of the Initial Report (chapters A-H per cooperative approach per decision 2/CMA.3 annex paragraph 18), Annual Information (agreed electronic format per decision 6/CMA.4 annex), Regular Information (paragraph 21), and Article 6 chapter of the BTR (decision 18/CMA.1 annex). Support to the drafting of the first operational components of Mozambique's Initial Report, in partnership with the national technical officer;
- Call-Off D5 — Pre-Operational Technical Review (Q4 2028, 14 working days): independent technical review of the complete framework (D2 + D3 + D4 outputs) against applicable CMA decisions (2/CMA.3, 3/CMA.3, 6/CMA.4, 5/CMA.6, 6/CMA.6, -/CMA.7 and subsequent CMA decisions); compliance check category by category; audit of the first authorisations submitted to CARP by Mozambique (as of the review date, 24 authorisations already submitted by 14 Parties globally, as reported at CMA.7); preparation for the Article 6 Technical Expert Review (TER) —

preventive identification of potential inconsistencies; compliance check against PACM standards (Sustainable Development Tool, Reversal Risk Assessment Tool, etc.); identification of operational gaps; final recommendations and corrective-action sequence; sign-off of readiness for the first transfer expected in early 2029.

18.7. Framework Agreement mechanics: call-offs, helpdesk, continuity

- Each call-off is formalised by a written Service Order issued by Enabel, specifying scope, deliverables, allocated budget, working days, start and end dates, and payment milestones. Each subsequent Service Order is only issued upon formal Enabel acceptance of the preceding call-off's deliverable — ensuring sequential dependency D2→D3→D4→D5;
- The same key team (senior international consultant in climate policy / Article 6 + senior legal consultant + registry/CARP technical consultant) executes all four call-offs. Substitutions are only permitted in cases of force majeure, with prior written Enabel approval. This continuity is a binding criterion of the Framework Agreement — reflecting the senior advisory nature of the engagement and the long-duration relationship with the national MAAP technical officer and the GIIMC;
- Remote helpdesk: the consultant operates in helpdesk mode between call-offs, with response to technical queries from the national technical officer, the DNA and the GIIMC within 5 working days, monitoring of new relevant CMA decisions, and ad-hoc review of interim outputs. The helpdesk is included in the global price of the call-offs. Periodic coordination with the parallel Enabel support to MEF on Article 6 to ensure complementarity.

4. SPECIFIC DELIVERABLES

- Deliverable D2 — GIIMC Support Package for the Article 6 Governance Framework (End Q2 2027, ≈ 80-100 pages in PT and EN): (a) Comparative analysis of international institutional models; (b) Menu of options for the Mozambican institutional architecture, with pros/cons for GIIMC deliberation; (c) Letter of Authorisation legal templates (Article 6.2 transfer and Article 6.4 use); (d) Eligibility criteria with explicit linkage to the updated 2025 NDC; (e) Draft proposals approved by the GIIMC for institutional arrangements; (f) Synthesis of civil society and private sector consultations;

- Deliverable D3 — Technical Analysis for GIIMC Decision-making on Corresponding Adjustments & Registry (End Q2 2028, ≈ 50-70 pages in PT and EN): (a) International comparative analysis of corresponding adjustment methods; (b) Practical application to key categories of the Mozambican inventory; (c) Treatment of removals, SoP and OMGE; (d) Options analysis on registry (national vs secretariat); (e) Preliminary operational procedures for upload to the CARP, approved by the GIIMC;

- Deliverable D4 — Operationalisation Delivered (End Q3 2028): (a) 3-day workshop delivered in Maputo with the DNA, the GIIMC, sectoral ministries, civil society and private sector; (b) Complete workshop materials (presentations, exercises, REDD+ and energy efficiency practical scenarios); (c) Initial Report components drafted in partnership with the national technical officer (chapters A-H per cooperative approach per decision 2/CMA.3 annex paragraph 18); (d) Outline of Annual Information components; (e) Outline of the Article 6 chapter of BTR1; (f) Workshop Report with participant evaluation;

- Deliverable D5 — Pre-Operational Compliance Report (End Q4 2028, ≈ 25-35 pages in PT and EN): (a) Independent technical review of the complete framework against 2/CMA.3, 3/CMA.3, 6/CMA.4, 5/CMA.6, 6/CMA.6 and subsequent CMA decisions; (b) Identification of operational gaps; (c) Final recommendations with sequencing and prioritisation; (d) Technical sign-off of readiness for the first transfer. All deliverables provided in Portuguese and English.

5. CONTRACTOR PROFILE

- Firm/company specialising in international climate policy and carbon market mechanisms under Article 6, with demonstrated experience in (a) the role of senior advisory consultant alongside national authorities and government technical officers in LDCs; (b) facilitation of multi-stakeholder deliberative processes, particularly inter-ministerial groups; (c) preparation of options analyses and draft proposals for deliberation by decision-making bodies; capacity to mobilise the same key team across four sequential call-offs over 24 months (team continuity is a binding criterion);

- Lead consultant with Master's degree or higher in International Environmental Law, Climate Policy, Environmental Economics or related discipline; minimum 10 years in international climate policy, carbon market mechanisms and/or UNFCCC reporting, with specific experience in advisory roles to national governments (not delivery consulting only);

- Multidisciplinary team with complementary profiles: climate policy + legal + registry technical, each expert meeting the minimum requirements set out in the Selection Criteria table below at the individual level (not at company level). Prior experience supporting UNFCCC Parties (particularly LDCs and Lusophone Africa, or comparable developing-country contexts) in operationalising Article 6 (minimum 5 years, required for the Lead Consultant only); working proficiency in Portuguese is an asset but not mandatory, English is required; prior experience in an advisory, staff, or subcontracted capacity with EU/UN-agency/multilateral-climate-fund-financed programmes is an asset.

6. SELECTION CRITERIA

Criteria	Minimum Requirement	Met (Yes/No)
Team Academic qualification	**Climate Policy Lead Consultant** – Master's degree or higher in International Environmental Law, Climate Policy, Climate Change, Environmental Economics or related discipline **Legal Professional** – Bachelor's degree or higher in Law, Environmental Law, or a related discipline **Registry technical Professional** – Bachelor's degree or higher in Environmental Science, Data/Information Management, Engineering, or a related discipline	☐ Yes ☐ No
Team General experience	**Climate Policy Lead Consultant -** Minimum 10 years of the lead consultant in international climate policy, carbon market mechanisms and/or UNFCCC reporting, with specific experience in senior ADVISORY roles to national governments (not top-down delivery consulting only); Proficiency in Portuguese and English **Legal Professional -** Minimum of 3 years of relevant professional experience in environmental or climate law and public/administrative law, including familiarity with Article 6 and carbon-market legal frameworks; proficiency in Portuguese and English **Registry technical Professional** - Minimum of 3 years of relevant professional experience in registry systems, MRV/carbon accounting or data management, including familiarity with the Article 6 database/PACM registry; Proficiency in Portuguese and English.	☐ Yes ☐ No

Specific Article 6 advisory experience	**Lead Consultant** with minimum of 3 years of cumulative professional experience covering below: • (a) senior support to government technical officers and Designated National Authorities for Article 6; (b) facilitation of multi-stakeholder deliberative processes, particularly inter-ministerial groups on carbon markets; (c) demonstrated familiarity with the Article 6.4 Supervisory Body standards adopted 2024-2025 (additionality, baselines, leakage, suppressed demand, non-permanence/reversals), with the mandatory PACM Sustainable Development Tool, with the Reversal Risk Assessment Tool, and with the first approved methodologies (AMM001 and subsequent);	☐ Yes ☐ No
Institutional capacity for multi-year Framework Agreement	The firm/company shall demonstrate Minimum of two similar assignments successfully completed in the past three years in supporting the operationalisation of Article 6 in Least Developed Countries (LDCs), including multi-stakeholder consultation processes.	☐ Yes ☐ No
Economic and financial standing	The tenderer must demonstrate an average annual turnover over the last three financial years at least equal to Forty-one thousand euros (€41,000). and provide evidence of sufficient financial capacity to sustain a multi-year framework assignment.	☐ Yes ☐ No

7. AWARD CRITERIA

Nr	Criterion	Score
1	Methodology (clarity, understanding of the assignment, adaptation to the local context, coherent coverage of the four call-offs foreseen under the Framework Agreement: D2 — National Article 6 Governance & Authorisation Framework ; D3 — Corresponding Adjustment Procedures & Registry Integration 2028); D4 — Operationalisation Workshop — Article 6 Transactions & Reporting ; D5 — Pre-Operational Technical Review of the National Article 6 Framework Q4 2028)). Key evaluation points (non-exhaustive): adherence to the senior advisory modality defined in Annex I of the Action (support to the national Article 6 technical officer + GIIMC, not top-down delivery); quality of the options-analysis approach for GIIMC deliberation; explicit integration with the 2025 NDC update process; civil society and private sector consultations; coordination with parallel Enabel support to MEF; alignment with decisions 2/CMA.3, 3/CMA.3, 6/CMA.4, 5/CMA.6, 6/CMA.6 and CMA.7; strategy for key-team continuity across 24 months.	20
2	Workplan (realism, alignment with the methodology, and sequencing between the four call-offs). The tenderer shall describe, in a note of maximum 5 pages, the consolidated Framework Agreement workplan (2026-2028), indicating workload and tasks assigned to each member of the proposed multidisciplinary team for each call-off (D2, D3, D4, D5) and the articulation with the national Article 6 technical officer.	20

	[Note: this is guidance assessed within Criterion 2 (Workplan); it does not carry a separate weight.] Key evaluation point: realism of sequencing between the four call-offs, capacity to ensure continuity of the multidisciplinary key team (Article 6 + legal + registry technical), demonstration of senior advisory modality (partnership with national technical officer, support to the GIIMC) rather than top-down delivery, and capacity to facilitate consultations with civil society and private sector.	
3	CV & Experience (relevance to the four Framework Agreement components: senior advisory support for the design of the Article 6 governance framework (D2), technical analysis for corresponding adjustments and registry (D3), facilitation of the operationalisation workshop (D4), pre-operational technical review (D5)). Specific experience supporting government technical officers and inter-ministerial groups on carbon markets is determinant. Note: To be considered in this tender process, the tenderer must meet the minimum criteria defined in the selection table above.	
3.1	**Climate Policy Lead Consultant -** Additional years of professional general experience beyond selection minimum requirement Meets minimum only: 0 points 1 - 2 additional years: 3 points 3 - 5 additional years: 5 points More than additional 5 years: 7 points	7
3.2	**Climate Policy Lead Consultant -** Additional years of Article 6 advisory experience beyond the minimum requirement (4 points max) Meets minimum only: 0 points 1 additional year: 3 points 2–3 additional years: 5 points More than 3 additional years: 7 points	7
3.3	**Legal Professional -** Additional years of professional experience beyond selection minimum requirement Meets minimum only: 0 points 1 - 2 additional years: 1,5 points 3 - 5 additional years: 3 points More than additional 5 years: 5 points	5
3.4	**Registry technical Professional** - Additional years of professional experience beyond selection minimum requirement Meets minimum only: 0 points 1 - 2 additional years: 1,5 points 3 - 5 additional years: 3 points More than additional 5 years: 5 points	5
3.5	Number of relevant assignments of the Firm/Company (5 points max) (Article 6, carbon markets, government advisory, DNAs, inter-ministerial processes, technical decision support) Meets minimum only: 0 points 2–3 assignments: 2 points 4–6 assignments: 4 points More than 6 assignments: 6 points	6
4	Price (rule of three applied)	30
	TOTAL	100

8. INDICATIVE QUANTITIES

Total estimated man-days: 158 working days (D2: 60; D3: 46; D4: 38; D5: 14). The table below shows the distribution by call-off.

Component	Home-based	Field work	TOTAL
Call-Off D2 — National Article 6 Governance & Authorisation Framework (Q2 2027)	45	15	60
Call-Off D3 — Corresponding Adjustment & Registry Integration (Q2 2028)	38	8	46
Call-Off D4 — Operationalisation Workshop — Transactions & Reporting (Q3 2028)	25	13	38
Call-Off D5 — Pre-Operational Technical Review (Q4 2028)	14	0	14

9. INSTITUTIONAL SUPPORT

Enabel, in coordination with MAAP (DNA and the national Article 6 technical officer), the GIIMC, MEF and MIREME, will provide the contractor with: (i) access to relevant programmatic and technical documentation (updated NDC and 2025 update process, draft Climate Law, Article 6 Readiness Assessment D1, subject to confidentiality); (ii) facilitation of meetings and consultations with the DNA, the national technical officer, the GIIMC, sectoral ministries and stakeholders (civil society and private sector); (iii) equipped venue, catering and materials for the operationalisation workshop (Call-Off D4); (iv) coordination with the parallel Enabel support to MEF on Article 6, as required by Annex I of the Action, to ensure complementarity. The contractor remains fully responsible for the technical execution of the four call-offs and the quality of all deliverables.

10. ETHICAL CONSIDERATIONS AND COMPLIANCE

The contractor shall adhere to the highest standards of professional integrity, independence and confidentiality, comply with Enabel's policies on ethics, integrity, prevention of fraud and corruption, and prevention of sexual exploitation and abuse, as well as the GDPR and the fiduciary, transparency and accountability requirements of EU-funded actions. Any actual or perceived conflict of interest — in particular commercial links to carbon-market actors that may transact with Mozambique — shall be disclosed immediately. Failure to comply may result in termination of the Framework Agreement.

11. BUDGET

The service provider must include in its unit and global prices all fees and charges generally levied on the services, except VAT. The following expenses are the contractor's responsibility:

- Professional fees (lead consultant + legal + registry technical).
- Local transport in Maputo, insurance, visas, communication expenses.
- Per diems and accommodation during field missions (4 missions over the 24 months).
- Administrative and secretarial costs.
- Production of technical materials (GIIMC Support Package, Technical Analysis, workshop materials, Compliance Report).

- Reproduction and delivery of reports and technical materials.
- Remote helpdesk between call-offs (included in the global price).
- All personnel and material costs required for execution of the four call-offs.
- Remuneration of intellectual property and copyright fees on delivered materials.
- Acquisition or rental of third-party services required for execution of the call-offs.
- Communication expenses (including internet) and all personnel/material costs required.

International air transport will be reimbursed by Enabel for each of the four field missions (Q2 2027 for D2; Q2 2028 for D3; Q3 2028 for D4; Q4 2028 for D5). These costs shall not be included in the Tender Form-Price. Reimbursable expenses will be based on supporting documents, and prior written approval from Enabel is required before incurring such expenses.

- International air transport: airline tickets (economy class, most economically advantageous route) between the key team's country of residence and Maputo, organised by the tenderer for each of the four field missions, and reimbursed by Enabel upon submission of supporting documents.

The logistics of the Article 6 operationalisation workshop in Maputo (venue, catering, participant materials for DNA, GIIMC, sectoral ministries and stakeholders) will be covered directly by Enabel.

12. PAYMENT INSTALLMENTS

Payments are released against phase milestones within each call-off, proportional to work performed and formally accepted by Enabel. Each call-off has tranches aligned with its technical milestones:

a) Call-Off D2 — National Article 6 Governance Framework :
- Tranche 1 — 25% —upon submission and acceptance by Enabel of the comparative analysis of institutional models and the initial menu of options (≈ Day 20).
- Tranche 2 — 40% — upon submission and acceptance by Enabel of the draft Support Package (including Letter of Authorisation templates and eligibility criteria) for GIIMC deliberation (≈ Day 45).
- Tranche 3 — 35% — upon formal Enabel acceptance of the final Support Package, following the GIIMC deliberation and civil society and private sector consultation process; where GIIMC and other stakeholders were consulted during ToR drafting and are engaged throughout, but if GIIMC has not issued its views within the contractual review period despite timely submission by the contractor, this shall not delay Enabel's acceptance or payment (End Q2 2027).

b) Call-Off D3 — Corresponding Adjustment & Registry Integration :
- Tranche 1 — 30% —upon submission and acceptance by Enabel of the technical and international comparative analysis on corresponding adjustment methods and registry options (≈ Day 18).
- Tranche 2 — 40% —upon submission and acceptance by Enabel of the preliminary operational procedures and CARP protocols, for GIIMC deliberation (≈ Day 35).
- Tranche 3 — 30% — upon GIIMC deliberation and formal Enabel acceptance of the final Technical Analysis (End Q2 2028).

c) Call-Off D4 — Operationalisation Workshop :
- Tranche 1 — 35% — upon submission and acceptance by Enabel of the complete workshop materials (presentations, exercises, scenarios) and detailed agenda plan (pre-workshop, ≈ Day 18).
- Tranche 2 — 40% — upon delivery of the 3-day workshop in Maputo and submission of Initial Report and Annual Information components drafted during the workshop in partnership with the national technical officer.
- Tranche 3 — 25%— upon formal Enabel acceptance of the final Workshop Report and the outline of the Article 6 chapter of BTR1 (End Q3 2028).

d) Call-Off D5 — Pre-Operational Review :
- Tranche 1 — 50% — upon submission and acceptance by Enabel of the draft Compliance Report with preliminary gap identification (≈ Day 8).
- Tranche 2 — 50% — upon formal Enabel acceptance of the final Compliance Report with readiness sign-off (End Q4 2028).

Each tranche is released only upon written Enabel acceptance of the corresponding phase deliverable. Each subsequent Service Order (D3, D4, D5) will only be issued after acceptance of the final tranche of the preceding call-off — ensuring sequential dependency D2→D3→D4→D5.

13. INSTITUTIONAL SUPPORT (CONFIRMATION)

Enabel and the beneficiary national institutions will confirm, at the start of the Framework Agreement, the practical arrangements for documentation access, scheduling of meetings with the national Article 6 technical officer, the DNA and the GIIMC, logistical organisation of the operationalisation workshop (Call-Off D4), and mobilisation of participants (including civil society and private sector) for each call-off, in close coordination with the MOZ23002 project manager and with the Enabel team responsible for parallel MEF support on Article 6.

14. ETHICAL CONSIDERATIONS AND COMPLIANCE (CONFIRMATION)

Before signature of the Framework Agreement, the contractor will confirm in writing full adherence to Enabel's integrity, confidentiality and conflict-of-interest policies (including disclosure of any commercial links to carbon-market actors or to potential project proponents), and compliance with the fiduciary and safeguard requirements of EU-funded actions.

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the service provider may wish to subcontract.

2. OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

(a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);

(b) List of subcontractors (see clause 0 of chapter 8 Forms);

(c) Tender form - Prices (clause 3 of chapter 8 Forms)

(d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);

(e) Financial Identification Form (see clause 5 of chapter 8 Forms);

(f) Integrity Statement (see clause 6 of chapter 8 Forms);

(g) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);

(h) All documents demanded in clause 16 of chapter 3 Award Procedure (award criteria);

(i) The statutes and any other document required to establish the power of attorney of the signer(s) ;

(j) Updated Certification of Registration;

(k) The document certifying that the tenderer is in order with payment of social contributions;

(l) The document certifying that the tenderer is in order with the payment of taxes.

For points (k) and (l), where such certificates are not issued or are not available in the country of establishment of the tenderer, the tenderer shall provide an equivalent supporting document acceptable under the laws of the country of establishment.

(m) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;

(n) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

(o) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);

(p) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

8 FORMS

1. IDENTIFICATION FORM

Enabel

Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) *As indicated on the official document.*	
FIRST NAME(S) *As indicated on the official document.*	
DATE OF BIRTH *DD MM YYYY*	
PLACE OF BIRTH *(town, village)*	
TYPE OF IDENTITY DOCUMENT *(identity card, passport, driving licence etc.)*	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ other (please specify): ……………………………………………………………………………… ………………………………………………………………………………
REGISTRATION NUMBER (if applicable)	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

Enabel

Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME *As indicated on the official document.*	
COMMERCIAL NAME *(if different from official name)*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
TYPE OF ORGANISATION *(Delete as appropriate)*	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
TELEPHONE NUMBER	
E-MAIL	

Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME *As indicated on the official document.*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
TELEPHONE NUMBER	
E-MAIL	

2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged *(if applicable)*	Other entity within the meaning of paragraph 1er of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and professional aptitude criteria, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. TENDER FORM - PRICES

The prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

Item	Type	Unit	Quantity	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (Euro VAT Excl)
Team leader	Unit price	person day	1	€	€
Legal Professional	Unit price	person day	1	€	€
Registry technical Professional	Unit price	person day	1	€	€

Done at:
Date:
By (Name of entity):
Represented by (Full name):
Signature of authorised representative:

Notes:

1. All unit rates shall be deemed fully inclusive of all costs necessary for the execution of the services and deliverables described in the ToR, except international air transport as specified in Note 3.
2. Unit rates for Field Work (with overnight stay) shall include all associated costs, including per diems, accommodation, local transport, insurance, communication expenses and incidental costs.
3. International air transport shall not be included in the unit rates and shall be reimbursed separately by Enabel in accordance with the ToR.
4. The total price shall include all professional fees, administrative and operational costs, production and delivery of technical outputs, reproduction of materials, remote helpdesk support between call-offs, intellectual property rights, copyright fees, and any personnel, material or third-party service costs required for execution of the assignment.
5. No additional costs, fees, charges or reimbursements will be accepted beyond those expressly provided for in the ToR.
6. Reimbursable international air transport shall be limited to economy class on the most economically advantageous route, supported by proof of purchase, and shall require prior written approval from Enabel before booking.
7. Remote helpdesk support between call-offs is included in the total price at no additional charge and shall be provided within the service levels and response times defined in the ToR. Any support requirement beyond those levels may be addressed through a separate call-off.
8. **The tenderer shall attach separately the detailed breakdown of the financial offer stated in this financial offer form**

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer/beneficiary/partner/co-contractor declare that the tenderer is not in any of the following cases of exclusion:

** Please tick the boxes to confirm each situation*

☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**

a. Participation in a criminal organization;

b. Corruption;

c. Fraud;

d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;

e. Money laundering or terrorism financing;

f. Child labor and other forms of trafficking in human beings;

g. Employment of third-country nationals in illegal residence;

h. Creation of offshore companies.

☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**

a. Breach of Enabel's policy on sexual exploitation and abuse;

b. Breach of Enabel's policy on fraud and corruption risk management;

c. Violation of local legislation concerning sexual harassment at work;

d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;

e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- ☐ The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

- ☐ The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

  ➔ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**

☐ **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**

☐ **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		**Date:**	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			

5. FINANCIAL IDENTIFICATION FORM

Enabel

Financial Identification Form

BANKING DETAILS	
ACCOUNT NAME 2	
IBAN/ACCOUNT NUMBER3 NIB	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS OF BANK BRANCH		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		
ACCOUNT HOLDER'S DATA 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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2 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.

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

6. INTEGRITY STATEMENT

Enabel

Integrity Statement

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 of 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:

Assinatura precedida da menção «lido e aprovado», por escrito, e indicação do nome e cargo da pessoa que assina:

Place, date