



TENDER SPECIFICATIONS

Public service contract for “**Framework Contract: Services procurement contract for legal assistance in structuring, monitoring and management of public-private partnerships in the waste, energy and water sectors in Mozambique**”

Reference №: **MOZ22002-10073**

Country: **Mozambique**

Open Procedure

Deadline for requesting clarifications: **Until the 11 November 2026**

Deadline for submission of tenders: **20 November 2026 at 12:00 PM (Central African Time, UTC+2)**

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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
Adrian TAS	Country Director

- 1.4. **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 Contract Service Center CSC, Contract Service Center CSC (clause Error! Reference source not found. 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 framework contract for provision of: Services procurement contract for legal assistance in structuring, monitoring and management of public-private partnerships in the waste, energy and water sectors in Mozambique.
- 1.2. This public contract is awarded as a framework agreement with several economic operators (maximum number of operators: 3) in accordance with Article 43 of The Law of 17 June 2016 on public procurement. Purchase orders will be allocated through a cascade (ranking) mechanism. Under this system, each purchase order will first be offered to the highest-ranked framework contractor. If that contractor is unable to perform the assignment, meet the required conditions, or declines the order, the Contracting Authority may allocate the purchase order to the next-ranked contractor.
- 1.3. This public contract establishes the terms governing public contracts to be concluded during the validity period of the framework agreement.

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 **Error! Reference source not found.** 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 **3 (three) years**.
- 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.

7. QUANTITIES

- 7.1. Quantities will be determined in order forms.
- 7.2. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.
- 7.3. The presumed quantities indicated in the price form (clause **Error! Reference source not found.** of chapter 8 Forms) are given for information purposes only. The contracting authority does not commit in any way as to quantities that will actually be ordered under this public contract.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

2. AWARD PROCEDURE

This public contract will be awarded through an Open Procedure pursuant to Article 36 of the Law of 17 June 2016 on public procurement.

3. PUBLICATION

This contract is advertised in

- 3.1. The following official platforms:
 - (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
 - (b) TED (Tenders Electronic Daily) - Official Journal of the EU, dedicated to European public procurement
- 3.2. The following platforms:
 - (a) Website of Enabel (www.enabel.be);
 - (b) Website of the OECD (Organisation for Economic Co-operation and Development);
 - (c) Local Newspaper.

4. FURTHER INFORMATION

4.1. 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.

4.2. Requesting clarifications

Prospective tenderers have until 11 November 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 **Error! Reference source not found.** (moz_csc_contracts@enabel.be), and will be answered in the order received.

In accordance with Article 81 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes the establishment of his price or the comparison of tenders, within ten days at the latest before the deadline for submission of tenders.

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

4.3. 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 seventh day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 3.

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 4.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **120 (one hundred twenty) calendar days** from the tender reception deadline date.

6. DATA TO BE INCLUDED IN THE TENDER

- 6.1. 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.
- 6.2. The tender and all annexes to the tender form must be drawn up in:
 - (a) English.
- 6.3. 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.
- 6.4. 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.
- 6.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause **Error! Reference source not found.** of chapter 8 Forms);
 - (b) List of subcontractors (clause **Error! Reference source not found.** of chapter 8 Forms);
 - (c) Tender form - Prices (clause **Error! Reference source not found.** of chapter 8 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause **Error! Reference source not found.** 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.

- 6.6. **The European Single Procurement Document (ESPD)** is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016 on public procurement, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

In accordance with Article 76, § 1, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, **failure to comply with the obligation to submit a European Single Procurement Document (ESPD) constitutes a substantial irregularity causing the tender to be null and void.**

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

- (a) All documents demanded for the application of qualitative selection (see clause 15 and 6 Selection file) and award criteria (see clause 18);
- (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.
- (g) An extract from the criminal record or an equally valid document issued by the competent judicial or administrative authority in the country of origin for the entity only or for its director(s).

6.8. 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 **Error! Reference source not found.** of chapter 8 Forms);
- (b) Declaration on honour - Exclusion grounds (clause **Error! Reference source not found.** of chapter 8 Forms);
- (c) European Single Procurement Document (ESPD) (clause 13);
- (d) The statutes and any other document required to establish the power of attorney of the signer(s);
- (e) The association agreement signed by each participant, clearly showing who represents the association.
- (f) Updated Certification of Registration;
- (g) The document certifying that the tenderer is in order with payment of social contributions;
- (h) The document certifying that the tenderer is in order with the payment of taxes.

6.9. 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. This is indicated in part II.B of the European Single Procurement Document (ESPD).

6.10. 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 15 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.

Where a tenderer relies on the capacity of other entities in the meaning of this clause 6.10, the tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. **The tender also comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 6.10.**

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

- 8.1. This public contract is a **price-schedule** 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.
- 8.2. 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.

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. The tenderer is to include in his unit 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, 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. 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.
- 9.2. The unit 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) Acceptance costs.
- 9.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

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

It must be submitted before the 20 November 2026 at 12:00pm (Central African Time, UTC+2) in hard copy and a USB stick.

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

Enabel Mozambique Av. Zimbabwe n.385, Maputo, Mozambique, mentioning the contract reference number MOZ22005-10073

b) Delivered by hand with acknowledgment of receipt.

The service can be reached on working days during office hours: from 8 am to 12 pm and from 1 pm to 5 pm at the address above except on the date of deadline where only bids before 12:00pm will be accepted.

Any tender must arrive before the final submission date and time. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

11. TENDER SIGNATURE

- 11.1. The tenderer is not required to sign the tender, its annexes and the European Single Procurement Document (ESPD) individually when uploading them to the electronic platform.

These documents shall be signed globally by affixing an handwritten or electronic signature on the accompanying submission report.

- 11.2. 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.
- 11.3. 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.
- 11.4. The contracting authority also reminds the tenderer that a scanned written signature is not considered a valid electronic signature.

12. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 12.1. Tenders must be in the possession of the contracting authority before **20 November 2026, 12:00 PM (Central African Time, UTC+2)**.
- 12.2. Tenders are opened behind closed doors via the e-Procurement platform.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

- 13.1. By submitting their tender together with the European Single Procurement Document (ESPD), the tenderer officially declares on his honour that:
- (a) They are not in any of the mandatory or facultative exclusion cases, which must or may lead to their exclusion;
 - (b) They meet the selection criteria established by the contracting authority for this contract.
- 13.2. The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016 on public procurement, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.
- 13.3. The tenderer generates the European Single Procurement Document (ESPD) via <https://uea.publicprocurement.be/> and then attaches it to his tender.
- 13.4. More information, and a service manual (in French), including guidelines for enterprises, is available through: https://bosa.belgium.be/sites/default/files/documents/DUME_man_espd_entreprise_fr_200.pdf
- 13.5. The European Single Procurement Document (ESPD) can also be completed directly via your submission in e-Procurement (integrated in the submission space): https://bosa.service-now.com/csp?id=kb_article_view&sys_kb_id=84048bff87093ad0db5e43f80cbb35cf

- 13.6. Where the tender is submitted by a group of economic operators, it must **include a European Single Procurement Document (ESPD) for each of the participants in the group.** 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. This is indicated in part II.B of the European Single Procurement Document (ESPD).
- 13.7. Where a candidate or tenderer relies on the capacity of other entities (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 15 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, the candidate or tenderer, as appropriate, answers the question in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. The tender also **comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 13.7.**
- 13.8. To submit an integrated European Single Procurement Document (ESPD) for multiple companies, see: https://bosa.service-now.com/csp?id=kb_article_view&sys_kb_id=bb29434c8791fed0db5e43f80cbb3514
- 13.9. In accordance with § 2 of Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, regarding **part IV of the European Single Procurement Document (ESPD) on the selection criteria**, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section **“Global indication for all selection criteria”**. So, only this section must be completed.

14. EXCLUSION GROUNDS

- 14.1. The mandatory and facultative grounds for exclusion are provided in the European Single Procurement Document (ESPD).
- 14.2. 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 15 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.
- 14.3. The contracting authority may, at any time during the procedure, request the tenderer to provide all or part of the supporting documents, if necessary, to ensure the smooth progress of the procedure. 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. However, the tenderer is not required to submit any supporting documents or evidence if the contracting authority can directly access the necessary certificates or information through a free national database in a Member State.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.

- 14.7. With the exception of the exclusion grounds relating to tax and social security, a tenderer in one of the mandatory or optional exclusion situations may demonstrate, on their own initiative, that they have paid or undertaken to pay compensation for any damage caused by the criminal offence or fault. They must also demonstrate that they have fully clarified the facts and circumstances by cooperating with the authorities responsible for the investigation, and have taken specific technical, organisational, and personnel measures to prevent any further criminal offence or fault.
- 14.8. **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.

15. QUALITATIVE SELECTION

- 15.1. 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.
- 15.2. 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 18 subject to the regularity of these tenders.
- 15.3. 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.
- 15.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion. The tender must also **include a separate European Single Procurement Document (ESPD) for each of these participants or entities.**
- 15.5. 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.

16. MODALITIES RELATING TO TENDER EXAMINATION AND REGULARITY OF TENDERS

- 16.1. Before starting the evaluation and comparison of tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of these tender specifications, both formally and materially.

The substantially irregular tenders are excluded.

16.2. A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

- (a) failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law
- (b) failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors and of Article 14 of the Law of 17 June 2016 on public procurement, insofar as they contain obligations vis-à-vis the tenderers
- (c) failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents

16.3. The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors).

17. SELECTION CRITERIA

To be eligible, tenderers must meet the minimum selection criteria set out in Section 5 of the Terms of Reference (ToR). These criteria establish the minimum capacity required to perform the contract and will be assessed on a pass/fail basis before the evaluation of the award criteria described in Clause 16.

18. AWARD CRITERIA

18.1. 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
Methodological Approach	20	The tenderer shall describe the proposed methodology and technical approach for implementing the services as specified in the ToR (Section 5).
CVs and Experience	40	The tenderer shall demonstrate the qualifications and experience of the proposed Key Experts, including competencies exceeding the minimum requirements set out in the ToR (Section 5).
Price	40	Application of the rule of three

18.2. 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 European Single Procurement Document (ESPD) of this tenderer and provided the control shows that the European Single Procurement Document (ESPD) corresponds with reality.

19. AWARDING THE PUBLIC CONTRACT

- 19.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 19.2. 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.

20. CONCLUDING THE CONTRACT

- 20.1. In accordance with Article 88 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 successful tenderer of the approval of their tender.
- 20.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 20.3. The full contract consists of the following documents:
 - (a) These tender specifications and their annexes;
 - (b) The approved tender and all its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 20.4. 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

During contract performance, the service provider may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the tender specifications or in execution of a legal obligation.

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.

The personal data that will be processed are confidential. The service provider will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the service provider will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28, § 3 of the GDPR).

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1. **Scope and amount (Art. 25)**

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

The performance bond is a requirement for this public contract and is set at **5%** of the total value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

8.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

8.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

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

8.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

- (a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety : By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;
- (d) Guarantee : Provide the deed of undertaking of the credit institution or the insurance company.

8.5. Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;
- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement

contract and a reference to the procurement documents, as well as the name, first name and full address of the service provider and, where relevant, that of the third party that made the deposit on the service provider 's account, bearing the statement 'lender' or 'mandatory', as appropriate.

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

8.6. Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after acceptance of the entire contract.

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 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 calendar 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. ORDER FORMS (ART. 146)

17. DEADLINES AND TERMS (ART. 147)

For planning and coordination purposes, Enabel may share with the Consultant an indicative annual forecast of the expected services. This forecast is provided for informational purposes only and does not constitute any commitment.

Assignments may also be initiated on an ad hoc or urgent basis, depending on operational needs.

Each assignment will follow the process described below:

17.1. Request

Enabel issues specific Terms of Reference (ToR), defining the scope, objectives, deliverables, and indicative timeline.

17.2. Consultant's response

The Consultant shall submit, within 7 calendar days:

- The proposed expert(s) selected from the approved list of experts;
- The methodology and implementation approach;
- The proposed schedule and duration;
- The financial proposal, based on the person-day rates defined in the framework contract

17.3. Order Confirmation

Following the evaluation of the Consultant's proposal, Enabel reserves the right to negotiate the proposed financial offer where deemed necessary. After approval, Enabel issues a formal Purchase Order (by email). The service provider must acknowledge receipt within two (2) working days.

17.4. Assignment execution

The assignment should, as a rule, begin within seven (7) calendar days following the order confirmation and may include:

- Briefing meeting with Enabel prior to mobilization;
- Field missions and/or remote technical support;
- Specific ToRs for any field assignment;
- Execution of assigned tasks and preparation of deliverables;
- Debriefing session with the project team and Enabel Representation;
- Incorporation of received comments and submission of final deliverables within the agreed deadlines.

18. PLACE OF PERFORMANCE (ART. 149)

The consultancy will be conducted in a hybrid model, combining on-site and remote work. The Consultant may work from Maputo or any other location, except for activities that require physical presence in the partner institutions or target municipalities.

The services engage public counterparts at central, provincial/district and municipal level. In-person work is expected principally in:

Maputo, for engagement with central-level institutions — including the energy regulator (ARENE) and the Fundo Nacional de Energia (FUNAE), and the water regulator (AURA) and the National Directorate for Water Supply and Sanitation (DNAAS) — and for working sessions with the Enabel team;

Nampula and Nacala, for the waste sector PPPs and the associated municipal counterparts;

The provinces covered by the energy and water components — primarily Gaza, Nampula and Zambézia — including provincial and district authorities and, where required, the mini-grid clusters and water supply sites concerned.

Field missions may be required, among others, for: contract review, negotiation and renegotiation; support to tender processes and evaluation sessions; dispute resolution and mediation; and training or working sessions with counterpart institutions.

19. INSPECTION OF THE SERVICES (ART. 150)

19.1. 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.

19.2. 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.

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

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

20.2. 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

21. FAILURE OF PERFORMANCE (ART. 44)

21.1. 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).

- 21.2. 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.
- 21.3. 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".

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

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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.

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

- 23.1. 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 23.2. 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.
- 23.2. 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

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

- 24.1. 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.
- 24.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 24.3. 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 25).
- 24.4. 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.
- 24.5. The acceptance process is final and concludes the services under the contract.

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

- 25.1. 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.
- 25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: invoice.moz@enabel.be.
- 25.4. Payment will be made in one installment upon provisional acceptance of the services.

26. ADVANCE PAYMENTS

- 26.1. Notwithstanding clause 25.2 and in accordance with Art. 67, §1, °1, d) of the "GIR", an advance of 15 per cent of the initial contract amount may be granted to the service provider.
- 26.2. 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.

- 26.3. 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.
- 26.4. The advance granted is charged to the amounts owed to the service provider, as follows:
- 1.8. The advance shall be charged against the amounts owed to the service provider under the relevant Purchase Order.

Where an advance payment is exceptionally granted, the full amount of such advance shall be deducted from the payment due upon completion and acceptance of the services and submission of the corresponding invoice



Context

Waste sector

The Sustainable Waste Management Program, called **ValoRe** (a contraction of the words “Valor” and “Resíduos” – assigning value to waste), aims to address the current practice of depositing urban solid waste in uncontrolled and poorly managed dumpsites, with little or no treatment and/or recovery of recyclable and reusable materials. The program also incorporates a transformative focus for the sector – going beyond infrastructure development – and involves the engagement of multiple public and private stakeholders.

From May 2024, ValoRe has received support from the Mitigation Action Facility (MAF), based on a proposal led by the then Ministério da Terra e Ambiente (MTA), in collaboration with the Fundo Nacional de Desenvolvimento Sustentável (FNDS), the Associação Nacional dos Municípios de Moçambique (ANAMM), and the Belgian Development Agency (Enabel). This support is translated into the following outputs:

- Result 1 – Program Establishment
- Result 2 – Technical supervision, coordination, and reporting of the program
- Result 3 – Program administration and financial management
- Result 4 – Implementation of waste infrastructure projects in Nacala
- Result 5 – Implementation of waste infrastructure projects in Nampula
- Result 6 – Implementation of waste infrastructure projects in Pemba
- Result 7 – Institutional capacity building and training
- Result 8 – Awareness-raising and communication

Under Results 4 and 5, ValoRe is implementing integrated solid waste infrastructures in the municipalities of Nacala and Nampula, which include the construction and operation of three key units:

- Sanitary Landfill (SL), designed for the environmentally sound final disposal of waste;
- Composting Center (CC), intended for the treatment of organic waste and compost production;
- Material Recovery Facility (MRF), for the separation, (pre-)processing, and marketing of recyclable materials.

During the formulation phase (2022), two distinct financial models were developed – one for the SL and another for the CC and MRF. These models were based on existing data and assumptions and established fundamental viability principles, including the introduction of a tipping fee for the SL+CC and a Results-Based Financing (RBF) mechanism for the MRF.

Last year, the Executive Project for the Nacala infrastructures was completed, and similar work is underway in Nampula, with Pemba expected to follow. In Nacala, the integration of the three units (SL, CC, and MRF) in a single location has already been confirmed, allowing the shared use of supporting infrastructures. However, this integration scenario is yet to be confirmed in Nampula and Pemba.

In Nacala, the process of identifying and selecting a contractor for infrastructure construction is divided into two lots: one lot includes the MRF and shared infrastructure, and the other concerns the SL and CC. This process is in its final stages, and construction is expected to commence in Q3 2026.

In addition to infrastructure development, the above outputs also include preparatory activities, such as drafting tender documents for hiring private operators to manage and operate the aforementioned units.

In parallel, within Enabel's portfolio (Result 5 – Waste Management and Circular Economy), additional interventions are being developed to strengthen local systems and improve service delivery in the municipalities of Nampula and Nacala. These include establishing a functional network of eco-points for primary collection and recovery of recyclables, with particular focus on integrating waste pickers.

Considering that these municipalities face challenges in urban solid waste management, compounded by financial constraints, rapid population growth, unplanned urbanization, and lack of infrastructure – factors that limit or prevent the expansion and modernization of collection services – private sector participation through Public-Private Partnerships (PPPs) is seen as an opportunity to ensure greater operational efficiency and economic sustainability.

In this context, and at a preliminary stage, Enabel has contracted legal support to draft the following model contracts:

- Municipality – MRF Operator (PPP Contract)
- Municipality – SL & CC Operator (PPP Contract)
- MRF Operator – Eco-Point Operator (Supply/Commercial Contract)
- Municipality – Eco-Point Operator (Partnership Agreement/Memorandum of Understanding)

Subsequently, Enabel contracted a legal team to provide assistance in the pre-contractual phase of PPPs, including the preparation of regulatory documents, specifically:

- Analyzing existing PPP legislation and updating the municipal regulatory framework for solid waste governance and management;
- Advising on the development of a tariff policy proposal that promotes inclusion and contributes to the financial sustainability of PPPs;
- Assisting in the review of contract models and preparing standard documents for the tender phase and other preparatory stages;
- Contributing to institutional development of municipalities;
- Supporting the formalization of small operators and informal actors involved in the solid waste value chain.

In this regard, and in a complementary manner, Enabel intends to hire a legal consultant to support the PPP development process in accordance with national legislation, which will constitute the legal basis for partnerships in the waste management sector in the targeted municipalities.

Energy and water sectors

Beyond waste management, Enabel's bilateral cooperation programme in Mozambique (2023–2028) is pursuing public-private partnership arrangements in the energy and water sectors, in the provinces targeted by the programme – primarily Gaza, Nampula, and Zambézia – engaging both central-level institutions and provincial/district authorities.

Energy

The programme supports the management and productive use of existing mini-grid infrastructure, including assets developed under the Rural Electrification and Renewable Energy Development programme (RERD2), through cluster-based service delivery models operated by private enterprises. Recent regulatory changes now allow private companies to develop, build, and operate mini-grids in Mozambique, opening the way for private sector participation in a market historically dominated by publicly owned assets.

This work is led at central level with the Agência Reguladora de Energia (ARENE) and the Fundo Nacional de Energia (FUNAE), and engages provincial and district authorities in the areas where mini-grid clusters are located. Enabel is supporting the structuring of viable business and tariff models, testing private operation of existing mini-grid clusters, and preparing further sites for tender to private developers. As in waste, the sustainability of these assets depends on securing legally sound and bankable operating arrangements between public counterparts and private operators – particularly regarding tariff setting, performance obligations, and risk allocation over the asset's operating life.

Water

The programme is exploring the transfer of operation and maintenance responsibilities for climate-resilient water supply infrastructure to private operators, including through site clustering designed to make private operation commercially viable. This work engages central-level institutions – the water sector regulator (AURA) and the National Directorate for Water Supply and Sanitation (DNAAS) – together with provincial and district authorities in the targeted provinces.

This work is at an earlier stage than in waste or energy: no PPP model contracts or tariff frameworks for water supply have yet been developed, and the institutional and regulatory pathway for the specific arrangements the programme intends to pursue remains to be clarified. This includes the potential development of water-energy nexus models, combining water and energy service delivery under a shared private operator where existing mini-grid infrastructure can support such an approach.

In this regard, Enabel intends to extend its legal assistance framework contract to support PPP development, negotiation and contract management in the energy and water sectors, in accordance with national legislation and adapted to the institutional level and maturity relevant to each, complementing the existing legal assistance dedicated to the waste sector in Nampula and Nacala.

Objectives

General objective

Provide the necessary legal assistance to support Enabel's programmes in structuring, negotiating, and managing effective and sustainable public-private partnerships (PPPs) for service delivery in the waste, energy, and water sectors, ensuring legal compliance, transparency, and financial viability, and engaging the relevant public counterparts at municipal, provincial/district, and central level as appropriate to each sector.

Specific objectives

The legal assistance should adopt a holistic approach, addressing the needs of each sector across two complementary phases: (i) Contracting phase: covering negotiation, evaluation and selection of candidates, and drafting of contracts; and (ii) PPP implementation phase: involving monitoring of contract management and associated contingencies, translating into legal support for contract oversight and management.

The maturity of PPP development differs by sector, and the legal assistance provided should be adapted accordingly – ranging from supporting the definition of a viable legal and regulatory pathway where this is not yet established, to finalizing tender documents and contracts where a process is already underway, to monitoring and managing contracts once signed.

Specifically, the legal assistance should:

- Support the analysis of the applicable legal and regulatory framework and, where relevant, the definition of a viable PPP and contracting pathway for each sector;
- Support the preparation, finalization, and/or review of tender documents, contract models, and related instruments, and the evaluation and selection of private operators, as relevant to the stage reached in each sector;
- Provide support in the negotiation, monitoring, and management of resulting contracts.

Scope of services

General framework

This framework contract establishes a flexible mechanism for the rapid mobilisation of a qualified service provider (or consortium) to deliver legal assistance in the structuring, tendering, negotiation, monitoring and management of public-private partnerships (PPPs) and concession-type arrangements across Enabel's programmes in Mozambique, covering the waste, energy and water sectors.

Assignments may concern any stage of the PPP cycle and may engage public counterparts at municipal, provincial/district or central level, as relevant to the sector concerned. The maturity of PPP development differs significantly between sectors, and the nature and depth of the legal assistance required will vary accordingly – ranging from the definition of a viable legal and regulatory pathway where none is yet established, to the finalisation of tender documents (e.g. waste sector) and contracts where a process is already underway, to the monitoring and management of contracts once signed. The service provider must be able to adapt its approach to the stage reached in each sector and to the institutional level of the counterparts involved

Services may be delivered remotely and/or through field missions, depending on the nature of each assignment.

The framework contract does not guarantee a minimum volume of work. It provides the contractual basis for Enabel to issue individual service orders to one pre-qualified provider (or consortium), in line with identified needs, budget availability, and operational priorities.

Assignments may include legal advisory services, drafting and review of legal instruments, legal opinions, negotiation support, technical assistance, training, mentoring and quality assurance. All activities will be implemented under the supervision of Enabel's project teams and in coordination with relevant national, provincial and municipal partner institutions.

For each individual service order, Enabel will specify the scope of work, expected outputs, duration, reporting arrangements, and validation modalities. Quality assurance will be ensured through clearly defined deliverables, which may include inception notes, technical notes, progress reports, and mission debriefings, as specified in each order.

Tasks described under the different mission types in section below may be ordered individually or combined.

Types of missions

Type 1	Legal and regulatory framework analysis and definition of PPP pathways
	Support the analysis of the applicable legal and regulatory framework and, where relevant, the identification of a viable contracting pathway for the delivery of public services by private operators. Tasks may include: • analysis of national legislation, sector regulation, and municipal or provincial normative instruments applicable to PPPs and concession-type arrangements; • assessment of the legal feasibility of alternative contracting and delegation models; identification of legal, regulatory and institutional gaps, risks and constraints, and formulation of practical options to address them; • support to the review, drafting or adaptation of by-laws, regulations, tariff instruments and other normative documents; • legal advice on the interface between sector-specific regulation and general PPP, public procurement, environmental, local government and taxation frameworks.
Type 2	Preparation and review of tender documents and contractual instruments

	Prepare, finalise or review the legal documentation required to bring a transaction to market. Tasks may include: • drafting, finalisation or review of tender specifications, qualification and award criteria, and associated procedural documents; • drafting or review of contract models, concession agreements, partnership agreements, memoranda of understanding, supply or commercial contracts, and other related instruments; • legal review of the allocation of risks, performance obligations, tariff and payment mechanisms, guarantees, and termination and reversion arrangements; verification of the consistency of the contractual package with the applicable legal framework and with the technical and financial parameters defined by Enabel and its partners; • standardisation of documents to allow replication across sites, municipalities or clusters.
Type 3	Support to tendering, evaluation, selection and negotiation
	Provide legal support throughout the competitive process and up to contract signature, ensuring that the principles of transparency, legality, equal treatment and competitiveness are observed. Tasks may include: • advisory support to the management and sequencing of the tender process; • legal assessment of the qualification and eligibility of candidates and support to the evaluation of tenders; • preparation of responses to requests for clarification, and handling of complaints and appeals; • legal support to negotiation with preferred bidders and to the finalisation of contractual terms; • support to the formalisation, signature and entry into force of contracts, including any required authorisations or approvals.
Type 4	Contract monitoring, management and adaptation
	Provide continuous legal support during contract execution, to safeguard compliance, contractual balance and the public interest. Tasks may include: • monitoring of compliance with contractual obligations by the parties, and of legislative or regulatory developments affecting the contract; • ongoing identification and assessment of legal risks, and development of mitigation strategies including the drafting of protective clauses; • preparation of legal opinions, decision notes and monitoring or verification reports on contractual compliance; • proposal and drafting of contractual amendments, revisions and rebalancing measures; • support to the interaction with regulatory authorities and other relevant entities; • organisation of contract documentation and records to constitute the legal record of the project and facilitate future audits.
Type 5	Dispute prevention, mediation and resolution

	Support the prevention and settlement of disputes arising in connection with the contracts, prioritising amicable solutions without prejudice to the protection of the public interest. Tasks may include: • design and establishment of grievance and dispute-prevention mechanisms and of communication channels with stakeholders; • facilitation of negotiation, conciliation, mediation and other extrajudicial resolution processes; • preparation of procedural documents and legal support to public counterparts in arbitration, administrative or judicial proceedings; • legal advice on non-performance, sanctions, suspension and termination; • capitalisation of dispute experience into preventive contractual and procedural improvements.
Type 6	Institutional strengthening, capacity building and ad hoc legal assistance Provide time-bound reinforcement of technical capacity to respond to emerging needs. Tasks may include: • design and delivery of training, coaching and accompaniment for municipal, provincial and central-level staff on PPP structuring, contract management, compliance and liability; • preparation of practical guidelines, checklists, templates and decision-support tools for contract management; • legal support to the formalisation of small operators, cooperatives and informal actors involved in the service value chains; • short-term legal assistance in response to urgent or unforeseen needs; • preparation of closing reports documenting lessons learned, risks encountered and prevention or resolution methods, with recommendations in the form of an action plan.

Methodological Approach

The methodology specific to each assignment shall be proposed by the service provider in response to the corresponding Terms of Reference, in accordance with the procedure set out below.

Information and access to data

For each individual service order, Enabel will provide the service provider with all information reasonably necessary for the execution of the assignment, to the extent available. Depending on the sector and the stage reached, this may include applicable legislation and regulatory instruments, previous legal analyses and opinions, model contracts and tender documentation already prepared, technical studies and executive projects, tariff and financial models, and signed contracts together with their monitoring records.

Enabel's project teams will facilitate access to relevant stakeholders and partner institutions, in compliance with applicable confidentiality and data protection requirements.

The service provider remains responsible for analysing the information received and for promptly informing Enabel of any missing or unclear elements that may affect the execution of the assignment.

Deliverables

The deliverables will correspond to the legal outputs requested on the basis of specific terms of reference or service orders, and may include, among others:

- PPP tender documents and contractual instruments;

- Legal opinions on matters related to the implementation of PPP contracts;
- Drafts or proposals for contractual amendments;
- Legal monitoring reports on PPPs;
- Analyses of emerging legal risks and proposed mitigation measures;
- Audit reports or verification reports on contractual compliance;
- Procedural documents or legal support in disputes;
- Practical guidelines for contract management;
- Reports on capacity-building or technical training sessions;
- Closing reports with lessons learned, including risk management;
- Any other legal deliverable that may be requested within the scope of monitoring and managing PPP contracts.

For each assignment, the expected deliverables, reporting format, and submission deadlines will be defined in the respective individual service order.

Notwithstanding the above, each assignment shall, as a minimum, include an inception report and a final report. Depending on the nature of the assignment, deliverables shall include inception or technical notes, mission reports, operational recommendations, tools, training materials, or and knowledge products, as well as debriefings or and presentations.

The inception report shall outline the understanding of the assignment, proposed methodology, work plan, timeline, key assumptions, and any identified risks and mitigation measures.

The final report shall present the activities carried out, key findings, results achieved, challenges encountered, and practical recommendations, along with any relevant supporting outputs developed during the assignment.

All deliverables must be submitted to the supervisory officer designated by Enabel, who will coordinate internal review and validation and ensure their circulation to the relevant stakeholders.

Any comments or requests for clarification must be addressed by the service provider within 7 to 15 calendar days. Deliverables will be considered approved following formal validation by Enabel.

Mission workflow

To support planning and coordination, Enabel may share with the service provider an indicative annual forecast of expected services. This forecast is provided for information purposes only and does not constitute a commitment.

Assignments may also be initiated on an ad hoc or urgent basis, depending on operational needs.

Each assignment will follow the process below:

1. Request: Enabel issues a specific Terms of Reference (ToR) defining the scope, objectives, deliverables, and indicative timeline.
2. Service Provider Response (within 7 calendar days): the service provider submits:
 - a. Proposed expert(s), including a mission leader, selected from the approved roster;
 - b. A methodology and implementation approach;
 - c. A proposed schedule and duration;
 - d. A financial proposal based on the man-day rates defined in the framework contract.

Those documents will be analysed and discussed with Enabel upon satisfaction.

3. Order Confirmation: upon approval, Enabel issues a formal Purchase Order (by email). The service provider shall acknowledge receipt within two (2) working days.

4. Mission Execution: the assignment shall normally commence within seven (7) calendar days following order confirmation and may include:
 - a. Briefing with Enabel prior to deployment;
 - b. Field missions and/or remote technical support;
 - c. TOR for any field mission;
 - d. Execution of assigned tasks and preparation of deliverables;
 - e. Debriefing with Enabel's project team and Representation;
 - f. Integration of feedback and submission of final deliverables within the agreed deadlines.

Miscellaneous

Preliminary documents must be submitted to Enabel to allow joint review and comments with the institutional partners, including local authorities, before approval.

The final version will be submitted after all comments have been received, which will be consolidated by Enabel and communicated to the service provider.

20.5. Team composition and experts' profiles

The pool of experts under this framework contract comprises a multidisciplinary team with combined expertise in public law, public procurement, environmental law, and contract management, including dispute resolution, ensuring adequate technical and legal coverage, allowing Enabel to mobilise multidisciplinary expertise adapted to the nature, scale, and duration of each assignment:

Team composition may vary between assignments. However, the service provider must ensure continuity, institutional memory, and collective coverage of all required competencies throughout the duration of the framework contract.

As shown, all proposed specialists must be fully proficient in Portuguese, written and spoken, given that the applicable legal framework, the counterpart institutions, and the instruments to be produced are in Portuguese.

Specialist 1 – Senior legal expert

- At least 15 years of experience in public law, PPPs, or administrative contracts
- At least 7 years of experience in coordinating legal advisory work and leading contractual negotiation processes
- Proficiency in Portuguese

Specialist 2 – Legal expert in public procurement

- At least 10 years of experience in drafting and analysing administrative contracts and tendering procedures
- At least 5 years of experience in preparing and reviewing public tender documents, legal opinions, and providing advisory services in public procurement
- Proficiency in Portuguese

Specialist 3 – Legal expert in environmental law, including the informal sector

- At least of 10 years of relevant experience in environmental law including environmental licensing and compliance for infrastructure or public service projects in at least one of the waste, water or energy sectors
- At least of 5 years of experience providing legal support related to the informal sector
- Proficiency in Portuguese

Specialist 4 – Legal expert in contract management

- At least of 10 years of experience in the analysis, execution, negotiation, or monitoring of administrative or private contracts
- At least of 5 years of experience with legal frameworks for contract execution, breaches, and dispute resolution
- Proficiency in Portuguese

Specialist 5 – Legal expert in legislative matters

- At least of 10 years of professional experience in public law, with relevant involvement in legislative or regulatory processes
- At least 5 years of experience participating in the drafting, review, or harmonization of laws, regulations, or other public normative instruments
- Proficiency in Portuguese

Specialist 6 – Expert in dispute resolution and mediation

- At least 10 years of professional experience in public law, with relevant involvement in dispute resolution involving public or private entities, including mediation, arbitration, or negotiation
- At least 5 years of experience conducting or facilitating mediation processes or extrajudicial resolution of conflicts in complex contractual, administrative, or regulatory contexts
- Proficiency in Portuguese

Documentation required for Key Experts:

- CV of each proposed Key Expert in EU Project CV format (clause 8 of chapter 8 Forms)
- An annex per Key Expert systematically demonstrating how the Key Experts meet minimum requirements and scored evaluation criteria, with explicit references to relevant qualifications, specific assignments and deliverables.
- A signed statement of availability and priority commitment from each proposed Key Expert

Selection Criteria

The following requirements are evaluated on a pass / fail basis. Only tenderers who pass all selection criteria have their proposals evaluated under the Award Criteria.

Before the contracting authority can start investigating the regularity of the tenders and evaluating them based on the award criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure, and their tender shall not be evaluated.

Moreover, by means of the documents requested in the 'Selection file', the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

The selection criteria are the following:

Nr.	Criteria	Minimum Requirement	Met (Yes/No)
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1	Firm-level relevant experience	The contractor demonstrates relevant experiences (2 similar contracts) from the past three years, each with a value of at least EUR 75,000 (excluding VAT), related to legal advisory services for Mozambican public institutions or international organizations in the areas of public-private partnerships (PPPs), including contract management, dispute resolution, and mediation. For each reference, provide details of similar services performed along with a description of their relevance to the present tendering process, the contract amount, the project location, the completion date within the last three years, the name of the public or private entity, firm's role (advisory / lead / assistance / coordination), key outcomes or results and deliverables demonstrating similarities and relevance for the application. as indicated in clause 7 of chapter 8 Forms.	☐ Yes ☐ No
2	Economic and financial Capacity	The tenderer must provide declaration of honour with annual turnover during the last three years. The tenderer must have achieved an average annual turnover of at least 150,000 Euros for three consecutive accounting years.	

Award Criteria

The contract is awarded to the regular Best and Final Offer (BAFO) judged most economically advantageous, evaluated against the criteria below, with a maximum total of 100 points:

Nr	Criteria	Score
1	Methodological Approach - The bidder shall submit a methodological proposal demonstrating a clear understanding of the Terms of Reference and presenting its organisational strategy and technical approach to delivering the services under this framework contract. This methodological note should be presented in a document of no more than 15 pages, numbered, in A4 double-sided format, and should also include relevant lessons learned. The proposal will be evaluated against the following sub-criteria and maximum scores:	
1.1	Sector Vision & Contextual Intelligence : Demonstrated understanding of the Mozambican legal and regulatory framework governing PPPs and concession-type arrangements, including public procurement, municipal	4

	competence, environmental, and sector-specific regulation. (1 point) • Grasp of the institutional landscape and the respective mandates of municipal, provincial and central counterparts, including sector regulators. (1 point) • Recognition that waste, energy and water sit at different stages of PPP maturity, and of what that implies for the legal work required in each. (1 point) • Understanding of the legal position of informal and small operators in service value chains, and of pathways to formalisation. (1 point)	
1.2.	Adaptive Methodology: • Demonstrated capacity to calibrate the approach across mission types, from framework analysis through to dispute resolution (1 point). • Clear articulation of how the approach changes where no legal pathway yet exists, where a tender is being prepared, and where a contract is already in force (1 point). • Explicit method for anticipating legal risk at drafting stage rather than managing it once it materialises (1 point). • Approach to integrate technical, tariff and financial parameters set by others into the instruments produced. (1 point)	4
1.3.	Operational Capacity & Mobilization • Depth of the proposed team across specialists, including redundancy where a profile is likely to be called repeatedly. (1 point) • Credibility of mobilisation arrangements: speed, availability, and capacity to run parallel assignments in different sectors without quality loss. (1 point) • Robustness of internal quality assurance and reporting across varied assignment types. (1 point) • Arrangements for identifying and managing conflicts of interest, including with private operators and candidates. (1 point) • Composition and gender balance of the proposed team. (1 point)	5
1.4.	Counterpart Engagement and Capacity Transfer • Approach to working with and through public counterparts at municipal, provincial and central level, recognising that	5

	instruments must be adopted and owned by public entities. (2.5 points) • Explicit method for knowledge transfer and strengthening counterpart legal capacity across the life of the contract. Where a consortium or local partnership is proposed, genuine complementarity and co-lead roles rather than subcontracting. (2.5 points)	
1.5.	Innovation and Added Value • Evidence of adaptive learning mechanisms: how the consultant captures, applies and shares lessons across assignments within a multi-year framework. (1 points) • Practical innovations or efficiencies demonstrated in comparable framework or long-term contracts, including reusable tools and templates. (0.5 points) • Added value beyond the minimum requirements of the ToR. (0.5 points)	2
2	CVS	
2.1.	Specialist 1 – Senior legal expert • Experience leading legal advisory on PPP or concession transactions (2 relevant assignments or less: 0 points; 3 relevant assignments: 1 point; between 4 to 5 relevant assignments: 2 points; more than 5 relevant assignments: 3 points) • Experience spanning more than one of the waste, energy and water sectors (1 sector: 1 point, 2 sectors: 2 points; 3 sectors: 3 points) • Experience coordinating multidisciplinary teams integrating legal and financial elements (2 relevant assignments or less: 0; 3 relevant assignments: 1 point; more than 3 relevant assignments: 2 points)	7
2.2.	Specialist 2 – Legal expert in public procurement • Experience preparing tender documents for PPP or concession procedures (2 relevant assignments or less: 0 points; 3 relevant assignments: 1 point; more than 3 relevant assignments: 2 points) • Experience handling requests for clarification, complaints and/or appeals during award procedures (2 relevant assignments or less: 0 points; 3 relevant assignments: 1 point; more than 3 relevant assignments: 2 points) • Experience with procurement conducted by Mozambican municipalities or public utilities (1 relevant assignments: 0 points; 2 relevant assignments: 1 point; more than 2 relevant assignments: 2 points)	6

2.3.	Specialist 3 – Legal expert in environmental law and informal sector • Experience in environmental or resource licensing in the waste, water or energy sectors (10 years of experience: 0 points; 2 additional year: 1 point ; 4 additional years: 2 points; more than additional 6 years: 3 points) • Experience supporting the formalisation or contracting of cooperatives, associations or small operators in public service value chains (2 relevant assignments or less: 0 points; 3 relevant assignments: 1 point; between 4 to 5 relevant assignments: 2 points; more than 5 relevant assignments: 3 points)	6
2.4.	Specialist 4 – Legal expert in contract management • Experience monitoring or managing PPP or concession contracts (2 relevant assignments or less: 0 points; 3 relevant assignments: 1 point; between 4 to 5 relevant assignments: 2 points; more than 5 relevant assignments: 3 points) • Experience drafting contractual amendments, revisions or rebalancing instruments (2 relevant assignments or less: 0; 3 relevant assignments: 1 point; more than 3 relevant assignments: 2 points) • Experience with performance regimes, penalties, suspension and termination in public service contracts (2 relevant assignments or less: 0; 3 relevant assignments: 1 point; more than 3 relevant assignments: 2 points)	7
2.5.	Specialist 5 – Legal expert in legislative and regulatory matters • Experience drafting or revising by-laws, regulations or normative instruments subsequently adopted by Mozambican public bodies (1 relevant assignment or less: 0 points; between 2 to 3 relevant assignments: 1 point; between 4 to 5 relevant assignments: 2 points; more than 5 relevant assignments: 3 points) • Experience engaging with sector regulators in energy, water or waste, including tariff instruments (1 relevant assignment: 0; 2 relevant assignments: 1 point; more than 3 relevant assignments: 2 points) • Experience with regulatory frameworks for private participation in public service delivery (1 relevant assignment: 0; 2 relevant assignments: 1 point; more than 3 relevant assignments: 2 points)	7
2.6.	Specialist 6 – Expert in dispute resolution and mediation • Experience in disputes arising specifically from public service, concession or infrastructure contracts (1 relevant assignment or less: 0 points; between 2 to 3 relevant assignments: 1 point; between 4 to 5 relevant assignments: 2 points; more than 5 relevant assignments: 3 points) • Experience in mediation or conciliation processes concluded without recourse to litigation (1 relevant assignment or less: 0 points; between 2 to 3 relevant assignments: 1 point; between 4 to 5 relevant assignments: 2 points; more than 5 relevant assignments: 3 points) • Admission to practise before Mozambican courts, or accreditation as mediator or arbitrator (Yes: 1 point, No: 0 points)	7

3	Price -Application of rule of three	40
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Price

See clause **Error! Reference source not found.** of chapter 8 Forms “Tender form - Prices”.

The financial offer shall be expressed, for each profile, as:

- A lump-sum unit price per day of fieldwork (Field); and
- A lump-sum unit price per day of remote work (Home).

The financial score will be calculated as follows:

Financial Score = (Lowest overall average daily price / Overall average daily price of tender X) x 40

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. SUBCONTRACTING

2. THE TENDERER MUST PROVIDE A DESCRIPTION OF THE PART OF THE CONTRACT THAT THE SERVICE PROVIDER MAY WISH TO SUBCONTRACT. OVERVIEW OF DOCUMENTS TO BE SUBMITTED

3. Identification of the tenderer and financial identification form (for each participant for tenders submitted by a group) (see clause **Error! Reference source not found.** of chapter 8 Forms);
4. List of subcontractors (see clause **Error! Reference source not found.** of chapter 8 Forms);
5. Tender form - Prices (clause **Error! Reference source not found.** of chapter 8 Forms)
6. The declaration on honour and integrity form – Exclusion grounds (for each participant for tenders submitted by a group) (see clause **Error! Reference source not found.** of chapter 8 Forms);
7. Financial Identification Form (clause 5 of chapter 8 Forms)
8. Integrity Form (clause 6 of chapter 8 Forms)
9. All documents demanded in 6 Selection file (see clause **Error! Reference source not found.** of chapter 3 Award Procedure);
10. All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
11. The statutes and any other document required to establish the power of attorney of the signer(s) ;
12. Updated Certification of Registration;
13. The document certifying that the tenderer is in order with payment of social contributions;
14. 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.

15. 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 **Error! Reference source not found.** 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;
16. A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
17. 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);
18. Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

1. IDENTIFICATION FORM



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) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
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	

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 <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
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 <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
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 1 ^{er} 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 price with overnight	Unit price without overnight	VAT
Specialist 1 – Senior legal expert	Unit price	Person-Day	1	€	€	%
Specialist 2 – Legal expert in public procurement	Unit price	Person-Day	1	€	€	%
Specialist 3 – Legal expert in environmental law, including the informal sector	Unit price	Person-Day	1	€	€	%
Specialist 4 – Legal expert in contract management	Unit price	Person-Day	1	€	€	%
Specialist 5 – Legal expert in legislative matters	Unit price	Person-Day	1	€	€	%
Specialist 6 – Expert in dispute resolution and mediation	Unit price	Person Day	1	€	€	%
Total price VAT excluded					€	
VAT Rate					€	
Total price VAT included					€	

Elements included in the price

The tenderer is to include in his unit prices any charges and taxes generally applied to services, with the exception of the value-added tax. The following are in particular included in the prices:

- The administrative management and secretariat;
- Transport and travel-related costs (except what is mentioned below) and insurance;
- Documentation pertaining to the services;
- Delivery of documents or records associated with the performance;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;
- The consultant's accommodation and all his personal expense.

For this contract, the following costs will be covered by Enabel:

International air transport: Air tickets for international flights between the expert's country of residence and the place of service are organized and covered by Enabel (economy class ticket for the most economically advantageous route). The choice of the itinerary will depend on the most logical combination of:

The best acceptable route;

The lowest applicable fare (Economy class);

The requested travel dates.

Local transport in Mozambique: If applicable, transport within the Mozambique (outside Maputo city) will be organized and covered by Enabel.

Direct production costs not covered by man-day rates — including translation and localisation, print production, radio and television airtime, audiovisual production costs (equipment, location, and talent fees), event and workshop logistics (venue, catering, participant transport), and training materials – shall be invoiced at cost on the basis of supporting documents, subject to Enabel's prior written approval.

ATTENTION:

- The daily rate for the experts is paid for all actual workdays, even if it is a weekend or public holiday, according to the accepted work schedule attached to the invoice.
- For international travel days, 50% of the home daily rate is paid per travel day, according to the accepted mission schedule attached to the invoice. For reimbursable expenses based on supporting documents, Enabel's approval prior to commitment is always necessary; otherwise, the expense cannot be reimbursed even with the supporting document.
- Daily field prices must include per diems, accommodation cost, visa, and other costs incurred during field missions outside of consultant home base/main office.

In case the contract is extended, the unit prices mentioned in the contract apply.

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



Financial Identification Form

BANKING DETAILS	
ACCOUNT NAME ²	
IBAN/ACCOUNT NUMBER ³ NIB	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		
SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)	

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



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

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

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

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

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

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

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

Place, date

7. REFERENCES OF SIMILAR SERVICES

The tenderer must provide in his offer the list of **two (2) similar services performed in the last three (3) years**, including the amount involved, the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those works.

Description of the main similar works and location	Amount involved	Completion date in the last 3 years	Name of the public or private bodies

8. CV TEMPLATE

Each proposed expert must submit a CV following EU Project CV format (max 4 pages, signed and dated).

1. Identification

Position Title:	(as per ToR profile)
Name:	
Nationality:	
Date of birth	
Contact (e-mail / phone):	
Languages:	(indicate proficiency level)
Education:	(degrees, institutions, years)

2. Professional Experience

Period (From – To)	Employer / Project	Position / Title	Main Activities & Responsibilities Relevant for Present Contract

(Add rows as needed; highlight experience relevant to specific profile)

3. Key Reference Projects

Project / Client	Country / Year(s)	Role Responsibilities Relevant for Present Contract	Key Results / Outputs Relevant for Present Contract

(Add rows as needed; highlight experience relevant to specific profile)

4. Key Qualifications and Additional Skills (Relevant for Present Contract)

(Brief narrative – max. ½ page - e.g. sector expertise, policy analysis, project management, training/facilitation, IT tools, languages)

5. Certification

I, the undersigned, certify that the information provided herein is accurate and complete to the best of my knowledge.

Signature: _____ Date: _____