TENDER SPECIFICATIONS

Public service contract for "**MOZ24001-10003- Consultancy Services for the Development of Tools and Methodologies for Climate-Responsive Public Financial Management** (Output 1 of the Action "Integrating Climate Action into Public Finance Management (PFM) Systems)"

Reference №: **MOZ24001-10003**

Country: **Mozambique**

Open Procedure

Deadline for requesting clarifications:	Until **16th December 2026 (Mozambique Time, UTC+2)**
An information session is organized:	**Yes**, for details see clause 4 of chapter 3 Award Procedure
Deadline for submission of tenders:	**11th January 2027** at **12:00 PM (Mozambique Time, UTC+2)**

Belgian development agency

enabel.be

Table Of Contents

1 General Remarks 5
1. The contracting authority 5
2. Rules governing the public contract 5
3. Applicable law and competent courts 6

2 Subject-Matter and Scope of The Public Contract 7
1. Type of contract 7
2. Lots 7
3. Items 7
4. Duration of the public contract 7
5. Variants 7
6. Options 7

3 Award Procedure 8
Section (A) - General procedure instructions 8
1. Award procedure 8
2. Publication 8
3. Further information 8
4. Information session 9
Section (B) - Instructions for preparation of tenders 9
5. Validity period of tenders 9
6. Data to be included in the tender 9
7. Tender currency 11
8. Determination of prices 11
9. Elements included in the price 11
Section (C) - Submission of tenders 11
10. Submission of tenders 11
11. Tender signature 12
12. Deadline for submission and opening of tenders 12
Section (D) - Selection, Awarding & Conclusion 12
13. European Single Procurement Document (ESPD) 12
14. Exclusion grounds 13
15. Qualitative selection 14
16. Modalities relating to tender examination and regularity of tenders 14
17. sELECTION CRITERIA 15
18. Award criteria 15
19. Awarding the public contract 16
20. Concluding the contract 16

4 Special Contractual Provisions 17
Section (A) - General 17
3. Use of electronic means (art. 10) 17

4. Managing official (Art. 11) ... 17
5. Confidentiality (art. 18) ... 17
6. Protection of Personal Data ... 18
7. Intellectual property (Art. 19 to 23) ... 18
Section (B) - Financial guarantees ... 18
8. Performance Bond (Art. 25 to 33) ... 18
Section (C) - the public contract documents ... 20
9. Conformity of performance (Art. 34) ... 20
Section (D) - Changes to the public contract ... 20
10. Replacement of the service provider (Art. 38/3, °1) ... 20
11. Revision of prices (Art. 38/7) ... 21
12. Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12) 21
13. Unforeseeable circumstances ... 22
14. Taxation having an effect on the value of the public contract (Art. 38/8) ... 22
15. Terms of introduction (Art. 38/14 to 38/17) ... 22
Section (F) - Performance modalities ... 23
16. Deadlines and terms (Art. 147) ... 23
17. Place of performance (Art. 149) ... 23
18. Inspection of the services (Art. 150) ... 23
19. Liability of the service provider (Art. 152-153) ... 23
Section (G) - Means of action ... 23
20. Failure of performance (Art. 44) ... 23
21. Fines for delay (Art. 46 and 154) ... 24
22. Measures as of Right (Art. 47 and 155) ... 24
Section (H) - End of the public contract ... 25
23. Acceptance of the services performed (Art. 64 and 156) ... 25
24. Invoicing and payment (Art. 66-72 and 160) ... 25
25. Advance payments ... 25

5 Terms of reference ... 27

6 Selection file ... 43
Aptitude to exercise the professional activity ... 43
1. Official Registration ... 43
2. Subcontracting ... 43

7 Overview of the documents to be submitted ... 44
2. OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED ... 44

8 Forms ... 45
1. Identification form ... 45
2. List of subcontractors ... 49
3. Tender form - Prices ... 50
4. Declaration on honour - Exclusion grounds ... 51

5. FINANCIAL IDENTIFICATION FORM 53
6. INTEGRITY STATEMENT 54
7. References of similar services 55
8. CV template 56

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

2. RULES GOVERNING THE PUBLIC CONTRACT

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

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

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

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

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

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

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

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

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

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

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via https://www.enabel.be/who-we-are/integrity/.

3. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

1.1. This public contract is a service contract for provision of: Consultancy Services for the Development of Tools and Methodologies for Climate-Responsive Public Financial Management (Output 1 of the Action “Integrating Climate Action into Public Finance Management (PFM) Systems”).

2. LOTS

2.1. This public contract is not divided into lots.

3. ITEMS

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

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

4. DURATION OF THE PUBLIC CONTRACT

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

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

5. VARIANTS

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

6. OPTIONS

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

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

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

2. PUBLICATION

This contract is advertised in

2.1. 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

2.2. The following platforms:

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

(b) Website of the OECD (Organisation for Economic Co-operation and Development);

3. FURTHER INFORMATION

3.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

Contract Service Center CSC

moz_csc_contracts@enabel.be

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

3.2. **Requesting clarifications**

Prospective tenderers have until the **16 December 2026 (Mozambique Time, UTC+2)**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (moz_csc_contracts@enabel.be), and will be answered in the order received.

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.

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

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available on **22 December 2026**, before the deadline for submission of tenders, at the latest.

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

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

4. INFORMATION SESSION

The contracting authority is organizing an information session for prospective tenderers. The information session will take place on **25 November 2026** at **10:00 AM (Mozambique Time, UTC+2)**. The session will be conducted virtually (online) via the following https://events.teams.microsoft.com/event/1e6bd5a4-9f9a-444e-8be0-b38feb253918@8552ee09-2fab-421d-9ef7-664207bcf596?source=copyLinkLegacyShareLinkDialog.
Participation in the information session is optional.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **120 (ninety) 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 1 of chapter 8 Forms);

(b) List of subcontractors (clause 2 of chapter 8 Forms);

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

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

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

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

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

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.

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

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 1 of chapter 8 Forms);

(b) Declaration on honour - Exclusion grounds (clause 4 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.

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 **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.

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 global prices any charges and taxes generally applied to services according to the applicable tax legislation of Mozambique, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.
As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**.
For the provision of services in Mozambique, 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 global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract as per described on ToR section 14. Budget.

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

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

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

10.2. It must be submitted before the **11 January 2027 at 12:00pm (Mozambique Time, UTC+2)** in hard copy and a USB stick.

10.3. Bidders are required to submit their proposals in two separate, sealed envelopes:

Envelope 1 – Technical Proposal
Envelope 2 – Financial Proposal

10.4. In this case, the sealed envelopes are put in a second closed envelope addressed to:

a)Enabel Mozambique Av. Zimbabwe n.385, Maputo, Mozambique, mentioning the contract reference number MOZ24001-10003

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 required to sign the tender and its annexes individually. **These documents shall be signed globally by affixing a handwritten signature and normal electronic signature**.

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.

12. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

12.1. Tenders must be in the possession of the contracting authority before **11 January 2027** at **12:00 PM (Mozambique Time, UTC+2)**.

12.2. Tenders are opened behind closed doors.

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 following minimum selection criteria. These criteria establish the minimum capacity required to perform the contract and are assessed on a pass/fail basis prior to the evaluation of the award criteria described in Clause 16. The detailed selection criteria is described on ToR (section 5).

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
Methodology	20	The tenderer shall demonstrate a clear understanding of the assignment and present a realistic methodology, adapted to the local context and aligned with the sectors covered under the Enabel portfolio, as described in the ToR (Section 5).
Work plan	20	The tenderer shall describe, in a note of maximum 3 pages, the work plan that will be followed to implement all services set out in the ToR, as described in the ToR (Section 5).
CVs and experience	30	The tenderer shall demonstrate the relevant qualifications and experience as described in the ToR (Section 5).
Price	30	Application of the rule of three

18.2. The scores for the award criteria will be 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 succesful 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

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

For any processing of personal data carried out in connection with this public contract, the service provider is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

Given the public contract, it is to be considered that the contracting authority and the service provider will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

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

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

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1. Scope and amount (Art. 25)

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 the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

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

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

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

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

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

Price revisions are not allowed under this contract.

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

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

12.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.

12.3. When activities are suspended, based on this clause 12.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

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

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

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

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

13. UNFORESEEABLE CIRCUMSTANCES

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

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

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

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

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

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

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

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

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

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

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

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

SECTION (F) - PERFORMANCE MODALITIES

16. DEADLINES AND TERMS (ART. 147)

16.1. The service provider must complete the services within a period of **24 months**.

16.2. Performance shall start from **the day of the kick-off meeting**.

16.3. Since the performance period is an award criterion, failure to include it in the tender will render it **substantially irregular**.

17. PLACE OF PERFORMANCE (ART. 149)

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

18. INSPECTION OF THE SERVICES (ART. 150)

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

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

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

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

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

SECTION (G) - MEANS OF ACTION

20. FAILURE OF PERFORMANCE (ART. 44)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.2. The measures as of right are:

(a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

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

(c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

SECTION (H) - END OF THE PUBLIC CONTRACT

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

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

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

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

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

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

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

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

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

24.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel in Mozambique, Belgian International Cooperation agency, Avenida do Zimbabwe n°385, Maputo, Mozambique**, as well as a digital copy at the following email address: invoice.moz@enabel.be.

24.4. Payment will be made in accordance with one of the following arrangements: Milestone Payments

24.5. Each progress report must include:

(a) Total price for the milestone achieved.

25. ADVANCE PAYMENTS

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

The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

(a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;

(b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;

(c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

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

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

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

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

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

25.3. No advance is granted before:

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

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

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

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

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

5 TERMS OF REFERENCE

Enabel

TERMS OF REFERENCE

Consultancy Services for the Development of Tools and Methodologies for Climate-Responsive Public Financial Management

(Output 1 of the Action "Integrating Climate Action into Public Finance Management (PFM) Systems")

1. BACKGROUND AND CONTEXT

Mozambique is one of the most climate-vulnerable countries in the world, ranking first globally for climate-related disaster impact in 2019 (Global Climate Risk Index 2021) following Cyclones Idai and Kenneth. Under a high-emissions scenario, average temperatures could rise by more than 4.1°C by the end of the century, and without adequate adaptation, climate change could reduce Mozambique's GDP by up to 9% by 2050 and push an additional 1.6 million people into poverty. Climate change is therefore not only an environmental and humanitarian concern but a material fiscal risk, affecting revenues, expenditure, debt sustainability and the efficiency of public investment.

The Government of Mozambique has built a solid climate policy architecture, including the National Strategy for Climate Change Adaptation and Mitigation (ENAMMC), its Nationally Determined Contribution (NDC 2025–2030), the National Adaptation Plan (NAP), the Just Energy Transition Strategy, the National Climate Finance Strategy, and — as of June 2025 — a dedicated Climate Finance Directorate within the Ministry of Planning and Development (MPD). However, these commitments are not yet systematically reflected in the country's macro-fiscal framework, budget cycle, public investment management (PIM) system or public procurement system.

To close this gap, Enabel, the Belgian development agency, is implementing the EU-funded Action "Integrating Climate Action into Public Finance Management (PFM) Systems" (Enabel ref. MOZ24001), with engagement at provincial and municipal levels. The Action pursues the following results hierarchy:

General objective (Impact): Public finance in Mozambique supports climate-resilient, low-carbon and inclusive growth, enabling the country to progress towards its Paris Agreement and NDC commitments while contributing to restoring macroeconomic stability and transparency.

Specific objective (Outcome): The Government of Mozambique effectively integrates climate change considerations into the design, execution and monitoring of macro-fiscal and budget policies, resulting in better informed and evidence-based public financing decisions.

The Action delivers this specific objective through three complementary Expected Results:

- Expected Result 1 (Output 1): Tools and methodologies to ensure climate-responsive macro-fiscal policies, budgeting processes and budget execution are developed and institutionalized — the subject of this assignment.
- Expected Result 2 (Output 2): Institutional capacity for climate-responsive PFM strengthened through a national training programme.
- Expected Result 3 (Output 3): Sustainable implementation governance and institutional climate-PFM capacity secured.

The Action's Theory of Change rests on three complementary analytical frameworks: (i) the priority actions for Ministries of Finance set out by the Coalition of Finance Ministers for Climate Action (Helsinki Principles, notably Principle 4 on integrating climate change into macroeconomic policy, fiscal planning, budgeting, public investment management and procurement); (ii) the transmission-channel logic linking physical and transition

climate risks to macroeconomic variables and contingent fiscal liabilities; and (iii) the Collaborative Africa Budget Reform Initiative (CABRI) approach to embedding climate considerations across the PFM cycle. The present consultancy operationalises these frameworks for Mozambique.

2. RATIONALE FOR THE ASSIGNMENT

Stakeholder consultations undertaken during project formulation (focus groups with CEDSIF, DNPE, IGEPE, DNPO and MPD–GFC; meetings with UNICEF, the Swiss Embassy, the IMF and the World Bank) confirmed strong demand within government for climate-responsive PFM, but also identified significant gaps that this assignment must address:

- Climate risk is acknowledged as a major fiscal risk (the Medium-Term Fiscal Framework 2025–2027 already estimates a 0.4 percentage point annual GDP deviation from climate shocks) but is not yet systematically reflected in macro projections, the Medium-Term Fiscal Framework (CFMP) or the budget cycle.
- A Green Budget Tagging pilot exists under the National Directorate for Planning and Budget (DNPO), developed with World Bank support, but requires expansion to other institutions and the inclusion of revenue-side tracking.
- Public Investment Management (PIM) guidelines, including climate-related fields in the e-SNIP system, exist on paper but are underused because local officials lack the tools and confidence to apply them.
- Green Public Procurement (GPP) is a new concept for most public officials; the ongoing reform of the procurement legal framework and the creation of the Public Procurement Regulatory Authority (ARMP) present a timely entry point.
- Legal and technical PFM and environmental frameworks require revision to explicitly integrate climate criteria, and terminology and approaches to climate PFM, climate finance mobilisation and sustainable finance currently operate in silos.

The Ministry of Economy and Finance (MEF) has since been restructured into three separate ministries (Ministry of Finance, Ministry of Economy and Ministry of Planning and Development), creating both a need and an opportunity for this assignment to help clarify institutional roles and coordination mechanisms for climate-responsive PFM.

3. OBJECTIVES

General objective: To develop, pilot, validate and support the institutionalisation of an integrated set of guidelines, methodologies and tools ("Climate PFM Toolkit") that enable the Government of Mozambique to systematically embed climate risks and opportunities into macro-fiscal policy, budgeting processes and budget execution, in fulfilment of Expected Result 1 of the Action.

Specific objectives — the Consultant shall:

- Strengthen fiscal governance arrangements within the Ministry of Finance and Ministry of Planning and Development to lead climate-related fiscal reform.
- Design and institutionalise a macro-fiscal climate risk management model to inform the Medium-Term Fiscal Framework (CFMP) and the Economic and Social Plan and State Budget (PESOE) cycle.
- Develop guidelines for financing climate action and integrating climate risk into sovereign debt management.
- Develop guidelines for embedding climate considerations across the public financial management cycle, including expenditure classification, tagging and reporting.
- Develop guidelines for climate-responsive fiscal revenue policy and management tools.
- Develop guidelines for designing fiscal incentives that support decarbonisation and climate resilience.
- Develop guidelines for integrating climate action into Public Investment Management (PIM), including legal, regulatory and asset-management dimensions.
- Develop a national Green and Sustainable Public Procurement (GPP) strategy, legal review and operational criteria.

Across all sub-components, the Consultant shall ensure that outputs are (i) practically applicable within Mozambique's legal, institutional and administrative context; (ii) consistent with international good practice (IMF, World Bank, OECD, UNDP, EU, UNEP); (iii) coordinated with ongoing initiatives of the World Bank, IMF, UNICEF, GIZ, the Global Fund and Enabel's own portfolio (notably the ETF project and the PEFA Climate

assessment financed under the STEP Facility); and (iv) accompanied by a ready-to-use training package and dissemination/validation workshop(s), for hand-over to the Action's Output 2 national training programme. The Consultant shall deliver validated proposals, operational tools, models, user documentation, training packages and implementation roadmaps. Formal legal adoption and institutionalisation remain a Government decision; the Consultant shall provide evidence-based support for these processes and report adoption milestones, constraints and agreed follow-up actions.

4. EXPECTED RESULTS

Component A — Macro-Fiscal Framework

- Effective institutional arrangements established within the Ministry of Finance to lead and coordinate climate-related fiscal governance, with roles, responsibilities and coordination mechanisms defined across MF, MPD and ME.
- A functional, institutionalized macro-fiscal climate risk model that informs the Medium-Term Fiscal Framework (CFMP) and PESOE cycle, with MF/MPD staff trained to apply and maintain it.
- A robust framework for financing climate action that integrates climate risk into sovereign debt management, including an investment-needs estimate and financing strategy.

Component B — Budgeting Processes

- Operational guidelines enabling systematic identification, monitoring and reporting of climate-related expenditures across the full PFM cycle, including a climate-impact assessment methodology (GHG emissions, efficiency, effectiveness) aligned with international standards.
- Methodologies to evaluate the climate impact of current taxation and revenue instruments, with actionable guidelines for climate-responsive fiscal reform.
- A comprehensive framework for designing, implementing and evaluating fiscal incentives that promote decarbonization and climate resilience.

Component C — Budget Execution

- A revised Public Investment Management (PIM) legal and regulatory framework, plus screening, prioritization and asset-management tools that embed climate mitigation, adaptation and disaster-risk-reduction criteria across the investment cycle.
- A national Green and Sustainable Public Procurement (GPP) strategy, legal framework review, and operational technical criteria/standards aligned with international best practice.

Cross-cutting results (apply to all activities above)

- A ready-to-use training package and dissemination/validation workshop for each guideline or tool, handed over to the Action's Output 2 national training programme.
- Guidelines and tools that are coordinated with and build on ongoing World Bank, IMF, UNICEF, GIZ and Enabel (ETF, PEFA Climate) initiatives, avoiding duplication.
- Formal validation and, where applicable, institutional endorsement by the Ministry of Finance and/or Ministry of Planning and Development.

5. SCOPE OF WORK

The scope of services is structured around the three thematic components ("pillars") of Output 1 as defined in the Action's Description of the Action: (A) the Macro-Fiscal Framework, (B) Budgeting Processes, and (C) Budget Execution. Each component comprises a set of Activities, each of which is further broken down into sub-activities and expected deliverables, detailed below. The Consultant is expected to propose, in its technical offer, the most efficient sequencing and methodology to deliver all activities, while respecting the logic of moving progressively from foundational elements (institutional/legal frameworks) to technical tools (models, tagging systems, screening criteria), as set out in the Action's roadmap logical framework.

Component A — Macro-Fiscal Framework: Climate-Responsive Fiscal Governance and Risk Management

This component supports the Ministry of Finance in leading the progressive integration of climate risks and opportunities into Mozambique's macroeconomic and fiscal policy architecture, covering fiscal governance, macro-fiscal risk modelling, and climate finance/debt management.

Activity 1.1.1 — Develop guidelines for strengthening fiscal governance for climate action

The Consultant shall produce strategic and operational guidelines enabling the Ministry of Finance to lead the integration of climate considerations across fiscal policy processes, in line with Mozambique's development

priorities and the Paris Agreement. This requires a diagnostic of current institutional arrangements followed by the definition of mandates, coordination mechanisms and responsibilities across departments (budget, planning, public investment, accounting, debt management).

Sub-activities:

- 1.1.1.a Analyse institutional arrangements for climate fiscal governance in Mozambique against international good practice, identifying gaps, strengths and entry points for reform.
- 1.1.1.b Propose clear roles, responsibilities and coordination mechanisms for the Ministry of Economy (ME) and Ministry of Finance (MF) to lead climate action, in close collaboration with the Ministry of Planning and Development (MPD).

Expected deliverables:

- **Institutional coordination framework:** A documented and validated framework establishing the institutional arrangements within the Ministry of Finance for leading and coordinating climate-related fiscal governance, including the coordination mechanisms and reporting lines.
- **Roles and responsibilities matrix:** A validated matrix defining the roles, responsibilities and interfaces of the relevant departments and institutions, including proposed or agreed arrangements for operationalisation.
- **Capacity-building and dissemination package:** A package comprising training materials, practical tools and guidance to support the implementation of climate-related fiscal governance, accompanied by evidence of the training and dissemination activities conducted, including participants and key outcomes.

Activity 1.1.2 — Design and develop a macro-fiscal climate risk management model

The Consultant shall develop and institutionalise a macro-fiscal model incorporating climate variables (both physical risks, e.g. natural disasters, and transition risks, e.g. low-carbon policy shifts) into economic forecasting and fiscal planning, tailored to Mozambique's economic characteristics and climate vulnerability profile, including transfer of the underlying methodology and skills to MF/MPD staff.

Sub-activities:

- 1.1.2.a Create a model to assess the fiscal impacts of climate change mitigation and adaptation policies, designed to inform the Medium-Term Fiscal Framework (CFMP) and the PESOE cycle, and to support climate-resilient policy formulation.

Expected deliverables:

- **An operational macro-fiscal climate risk model**, delivered with editable source files or code and a technical report documenting its structure, physical and transition risk transmission channels, calibration and estimation methods, and assessment of the fiscal impacts of mitigation and adaptation policies. The model package shall include editable source files or code, a data dictionary, documented data sources, baseline and alternative physical/transition scenarios, transmission channels, calibration and estimation methods, sensitivity and stress tests, validation results, limitations, user and administrator manuals, update procedures, version control and a capacity-transfer plan. Acceptance shall include reproducibility testing by designated MF/MPD staff.
- **A CFMP/PESOE application package** comprising baseline and alternative physical and transition risk scenario results, tables showing their implications for macro-fiscal projections, and a fiscal policy briefing explaining the findings, assumptions and limitations for use in medium-term fiscal planning and annual budget preparation.
- **A capacity-transfer package** for designated MF/MPD staff, comprising training materials, practical modelling exercises with reference outputs, user and administrator manuals, and a training completion report recording participation, exercise results and remaining support needs. Practical exercises shall cover running scenarios, interpreting results and updating model inputs.

Activity 1.1.3 — Develop guidelines for financing climate action and integrating climate risks into debt management

The Consultant shall develop comprehensive guidelines covering the estimation of investment needs, design of financing strategies, and effective deployment of climate finance, while embedding climate risk analysis into sovereign debt management practices, complemented by a dissemination workshop and on-the-job training.

Sub-activities:

- 1.1.3.a Estimate investment needs; design financing strategies; establish processes to deploy climate finance effectively; embed climate risk analysis into sovereign debt management practices.

Expected deliverables:

- **One climate finance and sovereign debt risk guidelines package**, comprising: an investment-needs assessment with an editable costing workbook showing data sources, assumptions, time horizons and financing gaps; a financing strategy linking identified needs to potential funding sources and instruments; and operational procedures and templates for climate finance deployment and climate risk analysis in sovereign debt management. Completion evidence shall include at least one worked application of the costing and financing methodology and one documented climate-risk debt analysis, with inputs, calculations, results and limitations, together with a consultation record and a matrix addressing all consolidated review comments. Formal adoption remains a Government decision.
- **One implementation and capacity-transfer package**, comprising an action plan specifying responsibilities, milestones and monitoring indicators for applying the financing strategy and deployment procedures; presentation slides, a facilitator guide and practical exercises with reference answers; and a completion report documenting at least one dissemination workshop and on-the-job training on the delivered tools. The report shall record the number of sessions and participants, institutions represented, exercises completed, feedback received and follow-up support needs. Acceptance evidence shall include completed examples of the investment-costing, financing-options and debt-risk templates, and documented hand-over of all editable materials to designated MF/MPD counterparts and the Output 2 training programme.

Component B — Budgeting Processes: A Climate-Responsive Budgeting Framework

This component establishes a structured approach to budgeting that systematically incorporates climate priorities into annual and medium-term public expenditure processes, covering the full PFM cycle, revenue policy and fiscal incentive design.

Activity 1.2.1 — Develop guidelines for integrating climate action into the public financial management cycle

The Consultant shall develop operational guidelines equipping MF/MPD and line ministries with tools and methodologies to identify, track and report climate-related expenditures across the PFM cycle (planning, budgeting, execution, reporting), delivered either as a single consolidated guideline or as modular components, and shall incorporate methods for assessing climate impact based on recognised international frameworks.

Sub-activities:

- 1.2.1.a Prepare operational guidelines for identifying, monitoring and reporting climate-related expenditures through Climate PFM tools, covering the complete PFM cycle from strategic planning and budgeting to control and accountability.
- 1.2.1.b Include methods to assess climate impact (GHG emissions, efficiency, effectiveness) and recommendations to enhance transparency, drawing on OECD climate markers, IMF green budgeting guidance and UNDP climate budget tagging methodologies, adapted to Mozambique’s context.

Expected deliverables:

- **One operational guidelines package**, consolidated or modular, for identifying, classifying, tagging, monitoring and reporting climate-related expenditures across planning, budgeting, execution, control and accountability. The package shall include classification criteria, decision rules, institutional responsibilities, quality-control procedures and editable tracking and reporting templates, building on the existing Green Budget Tagging pilot. Completion evidence shall comprise at least one worked application tracing selected expenditures from budget allocation through execution to reporting, a consultation and validation report, and a matrix addressing all consolidated review comments. Formal adoption remains a Government decision.
- **One climate-impact assessment toolkit** comprising a methodology, editable calculation workbooks and assessment templates covering GHG emissions, expenditure efficiency and effectiveness, with

indicators, data requirements, calculation methods, assumptions and limitations. An accompanying alignment matrix shall explain how the toolkit adapts OECD climate markers, IMF green budgeting guidance and UNDP climate budget tagging methodologies to Mozambique. Completion evidence shall include at least two worked expenditure assessments, together covering mitigation and adaptation, with traceable inputs and reproducible calculations where quantification is feasible; any data gaps shall be explicitly recorded. The toolkit shall include a sample climate expenditure report and actionable recommendations for budget transparency and accountability.

- **One training and dissemination package** comprising a user guide, presentation slides, a facilitator guide, practical exercises and reference answers, handed over in editable format to the Output 2 national training programme. Delivery shall include at least one practical training and dissemination workshop for designated MF/MPD and line-ministry officials. A completion report shall document attendance, institutions represented, pre- and post-training assessment results, completed expenditure-tagging and climate-impact exercises, participant feedback and follow-up support needs. Participant targets, exercise completion criteria and the delivery date shall be agreed in the inception report; hand-over shall be evidenced by a dated submission record.

Activity 1.2.2 — Develop guidelines for climate-responsive fiscal revenue policies and management tools

The Consultant shall conduct a diagnostic assessment of the current revenue framework (direct and indirect taxes, levies, non-tax revenues) and its influence on GHG emissions, resource use, behavioural incentives and climate vulnerability, and deliver practical, context-specific guidelines for reforming fiscal instruments (e.g. carbon pricing, fuel taxation, green investment incentives), addressing trade-offs between climate ambition, social equity and economic efficiency.

Sub-activities:

- 1.2.2.a Produce methodologies to evaluate the climate impact of current taxation systems and revenue instruments, and provide actionable guidelines to reform fiscal systems in support of decarbonisation and resilience goals.

Expected deliverables:

- **One taxation and revenue climate-impact assessment package** comprising a diagnostic report, an inventory of existing direct and indirect taxes, levies and non-tax revenue instruments, a methodology manual, and editable assessment templates and calculation workbooks. The methodology shall assess effects on GHG emissions, resource use, behavioural incentives, climate vulnerability and revenues, documenting data sources, assumptions and limitations. Completion evidence shall include at least three worked assessments, collectively covering direct taxes, indirect taxes and non-tax revenues, with traceable inputs, reproducible calculations where feasible, and explicitly recorded data gaps. The instruments and assessment criteria shall be confirmed in the inception report.
- **One climate-responsive fiscal revenue reform guidelines package** comprising a comparative options paper, operational guidance and a prioritised implementation roadmap supporting decarbonisation, adaptation and long-term fiscal resilience. The package shall assess at least three reform options against the existing-policy baseline, documenting expected climate and revenue effects, distributional and affordability impacts, economic efficiency, administrative feasibility, legal requirements and uncertainties. Each prioritised recommendation shall specify proposed institutional responsibilities, implementation steps, milestones, monitoring indicators, data sources and measures to address adverse impacts. Completion evidence shall include at least one stakeholder validation workshop, a consultation report and a response matrix addressing all consolidated review comments. Final guidelines and supporting tools shall be submitted in editable format; formal policy adoption remains a Government decision.

Activity 1.2.3 — Develop guidelines for designing fiscal incentives for climate action

The Consultant shall develop a context-specific framework guiding the design, implementation and evaluation of fiscal incentives (tax exemptions, accelerated depreciation, targeted subsidies) for climate mitigation and adaptation, ensuring environmental effectiveness, economic efficiency, social equity and administrative feasibility, differentiated between mitigation and adaptation incentives.

Sub-activities:

- 1.2.3.a Analyse global best practices and develop methodologies to structure, implement and evaluate fiscal incentives promoting decarbonisation and climate resilience, including targeting/eligibility criteria, cost-benefit analysis templates, governance arrangements and a monitoring and evaluation framework.

Expected deliverables:

- **One fiscal incentives framework and operational toolkit** adapted to Mozambique's economic and institutional context, comprising: a comparative review of international practices; separate guidance for mitigation and adaptation incentives; eligibility and targeting criteria; editable cost-benefit and fiscal-cost assessment templates; implementation procedures defining institutional responsibilities, approval, verification and review arrangements; and a monitoring and evaluation matrix specifying indicators, baseline data requirements, proposed targets, data sources, reporting frequency and responsible institutions. The toolkit shall cover tax exemptions, accelerated depreciation and targeted subsidies. Completion evidence shall include at least three worked incentive assessments, collectively covering these instruments and both mitigation and adaptation, comparing each incentive with a no-incentive baseline and documenting expected climate benefits, fiscal costs, additionality, economic efficiency, distributional impacts, administrative feasibility, assumptions and data limitations. Final submission shall include a prioritised implementation roadmap with milestones, at least one stakeholder validation workshop report, a response matrix addressing all consolidated review comments, and editable training materials with practical exercises and reference answers for hand-over to Output 2. Delivery dates and technical acceptance criteria shall be specified in the inception report; formal adoption remains a Government decision.

Component C — Budget Execution: Climate-Smart Public Investment Management and Green Public Procurement

This component embeds climate risk and resilience considerations into the execution phase of the budget cycle, covering the full public investment lifecycle and the establishment of a national Green Public Procurement (GPP) system.

Activity 1.3.1 — Develop guidelines for integrating climate action into Public Investment Management (PIM)

The Consultant shall establish a climate-smart PIM framework covering the planning, appraisal, financing and asset-management of public investments, through legal and institutional reform, development of technical tools, and capacity building, to ensure public investment contributes to mitigation, adaptation and disaster risk reduction (DRR) objectives.

Sub-activities:

- 1.3.1.a Implement institutional and regulatory changes: revise the PIM legal framework and guidelines (laws, decrees, operational guidelines) to integrate climate action into project appraisal, selection, budgeting and monitoring.
- 1.3.1.b Create methodologies and tools to prioritise, plan and finance climate mitigation, adaptation and disaster risk reduction investments, including climate risk screening checklists, resilience-based appraisal templates and financing instruments.
- 1.3.1.c Revise regulations and develop asset management frameworks integrating climate resilience into the life cycle of public assets, supporting maintenance and rehabilitation of climate-exposed infrastructure.

Expected deliverables:

- **One climate-smart PIM reform package** comprising a legal and institutional diagnostic, draft amendments to the relevant laws, decrees and operational guidelines, and a project-cycle procedures manual covering identification, appraisal, selection, budgeting, implementation and monitoring. An accompanying traceability matrix shall link each identified gap to a proposed provision, responsible institution and implementation step. Completion evidence shall include a consultation report and a response matrix addressing all consolidated review comments. The instruments to be reviewed and submission milestones shall be specified in the inception report; formal legal adoption remains a Government decision.
- **One editable investment screening, appraisal and prioritisation toolkit** comprising climate-risk and disaster-risk screening checklists, mitigation and adaptation assessment templates, a scoring and

ranking workbook, and guidance for assessing financing options. The toolkit shall specify criteria, weights, decision rules, data requirements and links to existing e-SNIP fields. Completion evidence shall include at least three worked project assessments, collectively covering mitigation, adaptation and disaster risk reduction, and one comparative prioritisation exercise, with traceable inputs, documented assumptions, results and data limitations. A pilot-testing report shall record user feedback, identified issues and revisions made.

- **One climate-resilient public asset-management package** comprising proposed regulatory revisions, lifecycle management guidance, an editable asset-risk register, vulnerability assessment and maintenance-prioritisation templates, and a monitoring matrix specifying indicators, data sources, reporting frequency and institutional responsibilities. Completion evidence shall include at least two worked assessments of climate-exposed public assets, each accompanied by a costed maintenance or rehabilitation plan documenting climate risks, proposed measures, scheduling, responsibilities, assumptions and limitations. The asset sample and technical acceptance criteria shall be specified in the inception report.
- **One PIM implementation and capacity-transfer package** comprising a roadmap with responsibilities, milestones and indicators; user and facilitator guides; presentation slides; and practical exercises with reference answers. Delivery shall include at least one validation and dissemination workshop and two documented on-the-job coaching sessions for designated government counterparts. A completion report shall record attendance, institutions represented, pre- and post-training assessment results, completed investment and asset-management exercises, feedback and follow-up needs. Participant targets, exercise completion criteria and delivery dates shall be specified in the inception report, consistent with the cross-cutting training requirements. All editable materials shall be handed over to designated counterparts and the Output 2 training programme, evidenced by a dated submission record.

Activity 1.3.2 — Develop guidelines for green and sustainable public procurement (GPP)

The Consultant shall support the development and operationalisation of a national Green Public Procurement strategy, introducing legal, institutional and technical instruments that integrate sustainability principles into public purchasing decisions, based on an assessment of the current legal and regulatory framework and international best practice (EU GPP criteria, UNEP guidelines, OECD standards), with priority given to high-impact sectors such as construction, transport and energy.

Sub-activities:

- 1.3.2.a Develop a national Green Public Procurement Strategy, defining a strategic vision, policy objectives, sectoral priorities, guiding principles, institutional roles and responsibilities, and an implementation roadmap with phased targets and M&E mechanisms.
- 1.3.2.b Review the legal and institutional framework for public procurement (Public Procurement Law, regulations, decrees, ministerial directives, operational manuals) to map gaps and opportunities for integrating climate/environmental criteria, in coordination with the Public Procurement Unit of the Ministry of Finance and the Public Procurement Regulatory Authority (ARMP).
- 1.3.2.c Formulate actionable technical sustainability criteria, evaluation mechanisms, standard contractual clauses, and checklists for priority sectors (construction and public works; energy and public lighting; transport and urban mobility; electronic equipment and ICT), tested iteratively with pilot sectors.
- 1.3.2.d Establish guidelines and standards aligned with international best practice, benchmarking the EU GPP Criteria, UNEP's Sustainable Procurement Guidelines and OECD standards, adapted to Mozambique's institutional and market context and consistent with the NDC, NAP and ENDE.

Expected deliverables:

- **One national GPP strategy and legal reform package** comprising a procurement legal and institutional diagnostic, draft amendments to relevant legal and regulatory instruments, an institutional responsibilities matrix, and a phased implementation roadmap specifying actions, milestones, resource requirements and monitoring indicators. The strategy shall define policy objectives, sectoral priorities, proposed targets, baseline data requirements, reporting arrangements and responsible institutions. A benchmarking matrix shall document adaptation of EU GPP criteria, UNEP guidelines and OECD standards to Mozambique's legal and market context and alignment with the NDC, NAP and ENDE. Completion evidence shall include at least one stakeholder validation workshop, a

consultation report and a response matrix addressing all consolidated review comments. Submission dates and technical acceptance criteria shall be specified in the inception report; formal adoption remains a Government decision.

- **One editable GPP operational toolkit** containing four sector-specific criteria sets covering construction and public works; energy and public lighting; transport and urban mobility; and electronic equipment and ICT. Each set shall include technical specifications, sustainability criteria, evaluation and scoring rules, evidence and verification requirements, standard contractual clauses, and contract-monitoring checklists. The toolkit shall include a lifecycle-costing workbook with documented assumptions and calculation instructions. Completion evidence shall comprise at least one pilot procurement case per sector, using live or simulated tender documentation agreed with counterparts, and at least one revised version of each criteria set following testing. A consolidated pilot report shall record criteria applied, evaluation and lifecycle-costing results where applicable, market-feasibility findings, user feedback, identified limitations and resulting revisions.
- **One GPP training and capacity-transfer package** comprising a user manual, facilitator guide, presentation slides, practical tender-preparation and evaluation exercises, and reference answers. Delivery shall include at least one practical training workshop and two documented on-the-job coaching sessions for designated procurement officials, coordinated with the cross-cutting implementation clinic and Output 2 national training programme. A completion report shall document attendance, institutions represented, pre- and post-training assessment results, completed exercises, participant feedback and follow-up needs. Participant targets, assessment thresholds, exercise completion criteria and delivery dates shall be agreed in the inception report. Acceptance evidence shall include completed tender specifications and evaluation worksheets using the delivered criteria, and a dated hand-over record for all editable materials to designated counterparts and Output 2.

6. CROSS-CUTTING REQUIREMENTS

In delivering all activities described in Section 4, the Consultant shall:

- Training-ready deliverables: embed a mandatory, ready-to-use training package (manuals, briefs, exercises) aligned with the Action's national training programme (Output 2) in every guideline, model or tool produced, and deliver a three-day implementation clinic and follow-up micro-coaching sessions for a core group of officials as part of the "Climate-Responsive PFM Toolkit" on-the-job training workstream.
- International benchmarking: ground all guidelines in recognised international frameworks and good practice, including the IMF (Climate-PIMA, Climate-Sensitive PFM guidance), World Bank (Green Budgeting Frameworks, Country Climate and Development Report), OECD (Green Budgeting, climate markers), UNDP (climate budget tagging), UNEP and EU GPP criteria, and the Helsinki Principles of the Coalition of Finance Ministers for Climate Action.
- Coordination and avoidance of duplication: coordinate closely with, and build on, ongoing initiatives of the World Bank (Green Tagging pilot under DNPO, Central Bank macro-fiscal climate model, PIM guidelines and sector-specific investment appraisal guidelines, MDTF PREFER e-procurement reform), the IMF (C-PIMA review, planned technical assistance on climate fiscal risk), UNICEF (child-focused climate budget tagging), GIZ (climate fund tracking with the Administrative Court, local adaptation planning) and Enabel's own portfolio (the EU-funded "Establishing a National Strengthened Transparency Framework for Mozambique" (ETF) project, the PEFA Climate assessment financed under the STEP Facility, the GCF Readiness project, carbon-market advisory and Provincial and Local Adaptation Plans).
- Institutional and legal fit: ensure all guidelines, models and tools are legally, institutionally and technically compatible with Mozambique's PFM architecture (e-SISTAFE, e-SNIP, the SISTAFE Law, the Public Procurement Law) and consistent with the PFM Strategy 2024–2034, the updated NDC (2025–2030), the NAP, ENAMMC, ENDE 2025–2044 and the Five-Year Government Programme 2025–2029.
- Stakeholder validation: conduct structured consultation and validation processes with all relevant institutions, including the Ministry of Finance, Ministry of Planning and Development, Ministry of Economy, Ministry of Agriculture, Environment and Fisheries (MAAP), the Mozambique Tax Authority (AT), Public Investment Management Units (UGIPs), the Public Procurement Regulatory Authority (ARMP), and relevant national directorates (DNPO, DNPE, DNPED, DNAMC, CEDSIF, IGEPE).

- Gender responsiveness: apply inclusive, gender-neutral approaches in all workshops and consultations, aligned with the Action's target of at least 40% female participation and its gender-responsive recruitment and evaluation guidance.
- In addition to participation targets, each applicable methodology shall assess distributional and gender impacts, including effects on vulnerable groups, affordability, employment and access to services. Consultation, pilot and training data shall be disaggregated by sex, institution and administrative level, and mitigation measures shall be reflected in final recommendations.

7. METHODOLOGY

The Consultant shall propose a detailed methodology in its technical offer, structured, at minimum, around the following phases for each activity:

- Phase 1 — Inception and diagnostics: review of existing legal, institutional, and technical arrangements; desk review of prior work (e.g. World Bank Green Tagging pilot, IMF C-PIMA, PEFA Climate); confirmation of scope and work plan with Enabel and government counterparts. The inception report shall include a traceability matrix linking each specific objective to its activity, deliverable, minimum content, pilot or use case, indicator, data source, technical validator, approval authority, review period, payment milestone and institutionalisation action.
- Phase 2 — International benchmarking and design: comparative analysis of international good practice and adaptation to the Mozambican context; drafting of guidelines, models, methodologies and tools.
- Phase 3 — Stakeholder consultation and validation: structured workshops and bilateral consultations with beneficiary institutions to test, refine and build ownership of draft outputs.
- Phase 4 — Finalisation and institutional endorsement: incorporation of feedback; submission of final guidelines/tools for technical validation and, where applicable, formal endorsement by the Ministry of Finance and/or Ministry of Planning and Development.
- Phase 5 — Dissemination and training hand-over: delivery of dissemination workshops and a training-ready package, and participation in the on-the-job coaching clinics coordinated with the Action's resident Climate-PFM Expert, ensuring a smooth hand-over to Output 2.

8. LOCATION AND DURATION

20.5. Location

The assignment is based in Maputo, where the core beneficiary institutions are headquartered. Selected missions and training/dissemination activities may extend to provincial and municipal levels, in coordination with the Action's subnational engagement strategy (including linkages to Provincial and Local Adaptation Plans). The Consultant shall provide its own working arrangements; Enabel will facilitate introductions to government counterparts and may provide logistical support for joint workshops, subject to separate agreement.

20.6. Duration

Based on the Action's indicative implementation calendar and its sequencing logic — foundational institutional and legal work first, followed by technical tools, models and toolkits — the assignment covering all Output 1 activities is expected to run over 24 months, allowing sufficient time for diagnostics, drafting, validation, piloting and dissemination before feeding into the national training programme under Output 2 - Climate-responsive PFM capacity building program. The exact start date, sequencing and duration of each activity shall be confirmed and detailed in an inception report during the first month of the assignment, in coordination with Enabel's Project Manager and the resident Climate-PFM Expert.

Indicative Phase	Approx. Timing (Project Months)	Description
Inception	M1 – M2	Work plan, baseline review, stakeholder mapping, confirmation of methodology
Macro-fiscal governance & risk	M2 – M10	Fiscal governance guidelines, macro-fiscal climate risk model, climate finance/debt guidelines

model (Activities 1.1.1–1.1.3)		
Budgeting processes (Activities 1.2.1–1.2.3)	M3 – M12	PFM-cycle guidelines, climate-responsive revenue policy, fiscal incentives framework
Budget execution (Activities 1.3.1–1.3.2)	M6 – M18	Climate-smart PIM framework, Green Public Procurement strategy and tools
Validation, dissemination and hand-over	M10 – M24	Workshops, training packages, on-the-job coaching clinics, hand-over to Output 2

9. DELIVERABLES

The service provider shall submit all deliverables in editable format. Main reports shall be submitted in English and Portuguese, unless otherwise agreed. Training materials, templates, financial models and procurement documents shall be submitted in formats that allow future use and adaptation by Enabel and relevant stakeholders.

The table below consolidates the principal deliverables to be produced by the Consultant under Output 1. Detailed specifications for each deliverable are set out in Section 4. For each deliverable, the inception report shall specify minimum content, editable format, technical tests, pilot/use case, responsible validator, approval authority, review period and payment linkage. Products shall be assessed against reproducibility, practical usability, legal and institutional fit, system compatibility and documented capacity transfer.

Component	Activity	Key Deliverable(s)
A. Macro-Fiscal	1.1.1 Fiscal governance for climate action	• Institutional coordination framework • Roles and responsibilities matrix • Capacity-building and dissemination package
A. Macro-Fiscal	1.1.2 Macro-fiscal climate risk model	• An operational macro-fiscal climate risk model • A CFMP/PESOE application package • A capacity-transfer package
A. Macro-Fiscal	1.1.3 Financing climate action & debt management	• One climate finance and sovereign debt risk guidelines package • One implementation and capacity-transfer package
B. Budgeting	1.2.1 Climate action in the PFM cycle	• One operational guidelines package • One climate-impact assessment toolkit • One training and dissemination package
B. Budgeting	1.2.2 Climate-responsive revenue policy	• One taxation and revenue climate-impact assessment package • One climate-responsive fiscal revenue reform guidelines package
B. Budgeting	1.2.3 Fiscal incentives for climate action	• One fiscal incentives framework and operational toolkit
C. Budget Execution	1.3.1 Climate-smart PIM	• One climate-smart PIM reform package • One editable investment screening, appraisal and prioritisation toolkit • One climate-resilient public asset-management package

		• One PIM implementation and capacity-transfer package
C. Budget Execution	1.3.2 Green Public Procurement (GPP)	• One national GPP strategy and legal reform package • One editable GPP operational toolkit • One GPP training and capacity-transfer package

10. GOVERNANCE STRUCTURE

The assignment is contracted and managed by Enabel under its own rules and management systems (positively assessed under the EU's ex-ante "pillar assessment"). The Consultant shall report technically and administratively to Enabel's Project Manager, based in Maputo, and shall work in close, day-to-day coordination with the Action's resident Climate-PFM Expert, embedded within the Ministry of Planning and Development's Planning/Budget Directorate (DNO/DNPO).

Oversight and validation of the Consultant's outputs are provided through the Action's governance structure:

- The Project Steering Committee (PSC), co-chaired by MPD and Enabel, meeting at least once a year to review and approve work plans, progress and deliverables, and to resolve implementation bottlenecks.
- The Action Steering Committee, meeting annually, ensuring coherence with the wider EU Action "Enhancing Economic Governance for improved Service Delivery and Accountability" and with other components implemented by Enabel and UNICEF.
- The Project Implementation Unit (PIU), responsible for day-to-day monitoring, review and validation of technical outputs, procurement/contract oversight, and facilitation of stakeholder engagement.

The lead government counterpart for the assignment is the Ministry of Planning and Development (MPD), through the National Directorate of Budget (DNO), working closely with the Ministry of Finance (MF), the Ministry of Economy, MAAP, the Mozambique Tax Authority (AT), UGIPs and the Public Procurement Regulatory Authority (ARMP), as relevant to each activity.

The service provider shall participate in regular coordination meetings, at least every two weeks. Short progress updates shall be submitted before each coordination meeting.

Draft deliverables shall be reviewed within ten working days of submission. The service provider shall incorporate consolidated comments within five working days, unless otherwise agreed.

11. CONSULTANCY PROFILE (MINIMUM REQUIREMENTS)

The Consultant shall mobilise a multidisciplinary team with proven experience in public financial management reform and climate finance. The indicative composition below reflects the minimum expertise required; bidders shall propose the detailed team structure and level of effort in their technical offer, within Enabel's overall budget ceiling for Output 1.

Bidders must provide signed CVs and copies of the diplomas for all proposed key experts.

Key Expert	Minimum Qualifications and Experience	Indicative Role
Team Leader (Senior PFM & Climate Finance Expert)	Masters degree (Msc/MA) in public finance, economics, public policy or in a field that is related to the assignment; Minimum 12 years' experience in PFM reform, including climate/green PFM assignments; Prior team-leadership experience of at least 5 years;	Overall technical quality, coordination with Enabel/PIU and government counterparts, fiscal governance guidelines (1.1.1)

Key Expert	Minimum Qualifications and Experience	Indicative Role
Macro-Fiscal & Climate Risk Modelling Expert	Masters degree (Msc/MA) in economics/macro-fiscal analysis; Minimum 8 years' experience in macro-fiscal modelling, fiscal risk analysis or climate economics.	Macro-fiscal climate risk model (1.1.2); climate finance & debt management guidelines (1.1.3)
Budget & Public Revenue Policy Expert	Masters degree (Msc/MA) in public finance/taxation/fiscal policy; Minimum 8 years' experience in budget systems, tax policy or climate fiscal instruments.	PFM-cycle guidelines (1.2.1); revenue policy (1.2.2); fiscal incentives (1.2.3)
Public Investment Management (PIM) Expert	Masters degree (Msc/MA) in economics, engineering or public administration; minimum 8 years' experience in public investment appraisal and management systems.	Climate-smart PIM legal, methodological and asset-management framework (1.3.1)
Green Public Procurement & Legal Expert	Masters degree (Msc/MA) in law, public/administrative procurement law, procurement and supply chain management, minimum 8 years' experience in public procurement systems, preferably including sustainable/green procurement.	GPP strategy, legal review and technical criteria (1.3.2)
Capacity-Building (Training Specialist)	Masters degree (Msc/MA) in Education, Adult Learning, Organizational Development; minimum 6 years' experience in Education, adult learning, curriculum design and on-the-job coaching in public-sector settings.	Training packages, dissemination workshops and coaching clinics (cross-cutting)
Language Proficiency	At least one of the team members has advanced proficiency in Portuguese language.	-

12. QUALIFICATION AND SELECTION CRITERIA

The Consultant shall be selected through Enabel's applicable procurement procedures, based on the most economically advantageous offer, combining technical and financial (or technical and cost-effectiveness) criteria. Indicative technical evaluation criteria include:

Criteria	Minimum Requirement	Required Supporting Documents	Met (Yes/No)
1. Consultancy Firm Experience	1.1. Experience in public financial management reform, including at least two comparable assignments involving climate/green budgeting, climate-smart public investment management, or green public procurement in the past 8 years.	Completion certificates, acceptance certificates or client reference letters confirming the satisfactory completion of the assignment. The documents should identify the assignment, scope of services and client.	☐ Yes ☐ No
	1.2. Experience working with Government stakeholders, including Ministries of Finance		☐ Yes ☐ No

	and/or Planning in similar contexts.		
2. Financial Capacity	The tenderer must demonstrate an average annual turnover of at least EUR 350,000 over the last three (3) financial years (2025, 2024, 2023).	Audited financial statements or equivalent officially certified financial statements for the last three completed financial years, demonstrating the annual turnover.	☐ Yes ☐ No

13. AWARD CRITERIA

13.1. Documents required

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

All CVs of the proposed experts must be attached and meet the aforementioned expertise and experience.

13.2. Evaluation and awarding criteria

<table>
<tr><th>Criteria</th><th>Score</th></tr>
<tr><td>Methodology – the tenderer shall describe, in a note of maximum 5 pages, the methodology that will be used to implement all services set out in the ToR.

Key points for evaluation include, but are not limited to:

- Clarity of methodology (4 points)
- Understanding of the assignment (5 points)
- Confidence that the methodology can achieve the expected results within the requested timeframe (4 points)
- Adaptation to local context (2 points)
- Integration of diversity of actors involved and sectors implemented in Enabel Portfolio (2 points)
- Effectiveness and efficiency of the methodology (3 points)</td><td>20</td></tr>
<tr><td>Work plan – the tenderer shall describe, in a note of maximum 3 pages, the work plan that will be followed to implement all services set out in the ToR.

1. Key point of evaluation: the alignment and realism of the workplan compared to the proposed methodology and CV/Experience. (10 points)
2. Key point of evaluation: demonstration of capacity to achieve qualitative results within the requested time frame. (10 points)</td><td>20</td></tr>
<tr><td>CVs and experience

1. Key point of evaluation: the tenderer proposes CVs with years of professional experience beyond selection minimum requirement (any related field)
2. Key point of evaluation: clarity of presentation of experience on previous assignments in relation to the needs of this consultancy, the methodology and workplan.

<table>
<tr><th rowspan="2">PROFILE OF TEAM MEMBER</th><th colspan="4">EVIDENCE ASSESSED</th></tr>
<tr><th>1. Years of proven professional experience</th><th>Max. Pts.</th><th>2. Experience on previous similar assignments</th><th>Max. Pts.</th></tr>
<tr><td>Team Leader (Senior PFM & Climate Finance Expert)</td><td>12 years = 0
13 to 17 years = 1.5
18 or more years = 2.5</td><td>2.5</td><td>1 assignment = 0.5
2 assignments = 1.5
3 or more assignments = 2.5</td><td>2.5</td></tr>
</table>
</td><td>30</td></tr>
</table>

Macro-Fiscal & Climate Risk Modelling Expert	8 years = 0 9 to 13 years = 1.5 14 or more years = 2.5	2.5	1 assignment = 0.5 2 assignments = 1.5 3 or more assignments = 2.5	2.5	
Budget & Public Revenue Policy Expert	8 years = 0 9 to 13 years = 1.5 14 or more years = 2.5	2.5	1 assignment = 0.5 2 assignments = 1.5 3 or more assignments = 2.5	2.5	
Public Investment Management (PIM) Expert	8 years = 0 9 to 13 years = 1.5 14 or more years = 2.5	2.5	1 assignment = 0.5 2 assignments = 1.5 3 or more assignments = 2.5	2.5	
Green Public Procurement & Legal Expert	8 years = 0 9 to 13 years = 1.5 14 or more years = 2.5	2.5	1 assignment = 0.5 2 assignments = 1.5 3 or more assignments = 2.5	2.5	
Capacity-Building (Training Specialist)	6 years = 0 7 to 11 years = 1.5 12 or more years = 2.5	2.5	1 assignment = 0.5 2 assignments = 1.5 3 or more assignments = 2.5	2.5	
Total		**15**		**15**	
Price – application of the rule of three					30
TOTAL					**100**

Tenderers are required to achieve a minimum technical score of **50 points out of 70 points** in the evaluation of the award criteria to be considered technically compliant and qualify for the financial evaluation. Tenderers obtaining less than 50 points will be excluded from further evaluation, and their financial offers will not be opened or evaluated.

14. BUDGET

The service provider is expected to include all applicable fees and taxes, both unit and total, in their pricing, with the exception of value-added tax (VAT). The following expenses will be the sole responsibility of the service provider, including but not limited to:

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

Excluded Costs and Reimbursements

International air transport will be **reimbursed by Enabel**. These costs should not be included in the lump-sum price. Reimbursable expenses will be paid based on supporting documents. Enabel approval before incurring the expense is always required; otherwise, the expenditure cannot be reimbursed, even with supporting documentation.

Local Travel not to be included in the price. Enabel will directly book local flights to the provinces for consultants and provide one car with driver for fieldwork (any additional local transportation needs should be included in the price).

All workshop expenses will be covered by Enabel.

15. INDICATIVE TIMELINE AND PAYMENT INSTALMENTS

Payment instalments will follow the schedule below, and each payment is subject to prior approval by Enabel. The assignment shall be completed within 20 months from the date of project kick-off.

Indicative Phase	Name	Payment Instalment
PHASE 1	Inception	10%
PHASE 2	Macro-fiscal governance & risk model (Activities 1.1.1–1.1.3)	25%
PHASE 3	Budgeting processes (Activities 1.2.1–1.2.3)	25%
PHASE 4	Budget execution (Activities 1.3.1–1.3.2)	25%
PHASE 5	Validation, dissemination and hand-over	15%

6 SELECTION FILE

APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

1. OFFICIAL REGISTRATION

The tenderer must demonstrate being officially registered in the relevant trade or vocational register in accordance with the legislation of the country where the tenderer is established.

2. SUBCONTRACTING

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

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

2. OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

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

(b) List of subcontractors (see clause 2 of chapter 8 Forms);

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

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

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

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

(g) The European Single Procurement Document (ESPD) (for each participant for tenders submitted by a group as well as for 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 13 of chapter 3 Award Procedure);

(h) All documents demanded in 6 Selection file (see clause 15 of chapter 3 Award Procedure);

(i) All documents demanded in clause 18 of chapter 3 Award Procedure (award criteria);

(j) Updated Certification of Registration;

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

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

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

(m) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 15 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;

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

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

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

8 FORMS

1. IDENTIFICATION FORM



Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

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

Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

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

Identification form Public actor - entity

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

2. LIST OF SUBCONTRACTORS

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

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

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

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or 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 includes **a separate ESPD** for the entities in the meaning of paragraph 1.

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.

For each deliverable, the tenderer shall provide a price breakdown stating the number of man-days and the daily rate for home-based work, field work with overnight stay and field work without overnight stay.

Item	Type	Unit	Qty	Total price
Inception (10%)	Lump-sum price	Un	1	€
Macro-fiscal governance & risk model (Activities 1.1.1–1.1.3): 25%	Lump-sum price	Un	1	€
Budgeting processes (Activities 1.2.1–1.2.3): 25%	Lump-sum price	un	1	€
Budget execution (Activities 1.3.1–1.3.2): 25%	Lump-sum price	Un	1	€
Validation, dissemination and hand-over (15%)	Lump-sum price	Un	1	€
Total price VAT excluded				€
VAT Rate %				€
Total price VAT included				€

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

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

a. Participation in a criminal organization;

b. Corruption;

c. Fraud;

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

e. Money laundering or terrorism financing;

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

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

h. Creation of offshore companies.

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

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

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

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

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

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

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

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

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

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

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

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

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

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

5. FINANCIAL IDENTIFICATION FORM

Enabel

Financial Identification Form

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

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

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

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

Integrity Statement

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

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

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

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

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

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

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

Place, date

7. REFERENCES OF SIMILAR SERVICES

The tenderer must provide in his offer the list of **two (2) similar services performed in the last eight (8) 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 8 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: _____