TENDER SPECIFICATIONS

Public service contract for "**MOZ24001-10004- Consultancy Services for the Design and Delivery of a National Climate-Responsive PFM Capacity Building and On-the-Job Training Programme (Output 2 of the Action "Integrating Climate Action into Public Finance Management (PFM) Systems")**"

Reference №: **MOZ24001-10004**

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)**

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.

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

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

Name	Position
Adrian TAS	Country Director

1.4. **Attention: even if Enabel as contracting authority is based in Belgium, Enabel has different "permanent establishments" in partner countries, who are 'customer' in the sense of tax legislation.[1] As a result, services of this contract are deemed to be located in Mozambique and applicable tax legislation is legislation of Mozambique. For more information on this tax regime, you can contact Contract Service Center CSC (clause** Error! Reference source not found. **of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

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

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

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

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

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

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

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

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

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

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

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

3. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

1.1. This public contract is a service contract for provision of: Consultancy Services for the Design and Delivery of a National Climate-Responsive PFM Capacity Building and On-the-Job Training Programme (Output 2 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 award notification** and lasts for **27**. **(twenty seven) months**

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

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

5. VARIANTS

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

6. OPTIONS

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

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through 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 **16 December 2026**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (moz_csc_contracts@enabel.be), and will be answered in the order received.

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 at **22 December 2026 (Mozambique Time, UTC+2).**, 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 **11:00 AM (Mozambique Time, UTC+2)**. The session will be conducted virtually (online) via the following https://events.teams.microsoft.com/event/486399ee-dad5-4aa8-a3f0-3e3af5c2945c@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. 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.

6.3. 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.

6.4. 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.

6.5. **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**.

6.6. 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.

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

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

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

(c) 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.

6.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority. This is indicated in part II.B of the European Single Procurement Document (ESPD).

6.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 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 6.9, 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 6.9.**

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.

The global prices for this public contract encompass any costs, measures, and charges related to the performance of the contract as per described on ToR section 14. Budget..

9.2. 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 envelope is put in a second closed envelope addressed to:

a) Enabel Mozambique Av. Zimbabwe n.385, Maputo, Mozambique, mentioning the contract reference number MOZ24001-10004

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 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 (Mozambique Time, UTC+2) (CET)**.

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 describe the proposed methodology, demonstrating understanding of the assignment, adaptation to the local context, and ability to achieve the expected results, as described in the ToR (Section 5).
Work plan	20	The tenderer shall describe the proposed work plan, demonstrating its realism, alignment with the methodology, and capacity to deliver results within the required timeframe, as described in the ToR (Section 5).
CVs and experience	30	The tenderer shall demonstrate the relevant qualifications and experience required for the assignment, as described in the ToR (Section 5).
Price	30	Application of the rule of three

18.2. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the European Single Procurement Document (ESPD) of this tenderer and provided the control shows that the European Single Procurement Document (ESPD) corresponds with reality.

19. AWARDING THE PUBLIC CONTRACT

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

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

20. CONCLUDING THE CONTRACT

20.1. In accordance with Article 88 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the 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 **27 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: **Most activities will be perfomed in Maputo but given the national coverage that is expected under the consultancy, specific capacity building packages will be delivered at a provincial level. The specific provinces and packages should be proposed by the service provider and agreed upon with Enabel and the government during the inception phase.**

Inspection of the services (Art. 150)

17.1. 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.

17.2. 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.

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

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

18.2. 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 fulfil its obligations.

SECTION (G) - MEANS OF ACTION

19. FAILURE OF PERFORMANCE (ART. 44)

19.1. 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).

19.2. 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.

19.3. 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”.

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

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

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

21.1. 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 21.2 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.

21.2. 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

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

22.1. 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.

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

22.3. 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 23).

22.4. 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.

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

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

23.1. 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.

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

23.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel, Belgian Development Agency, Av. do Zimbabwe, 385** as well as a digital copy at the following email address: invoice.moz@enabel.be.

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

23.5. Each progress report must include:

(a) Total price for the milestone achieved.

24. ADVANCE PAYMENTS

24.1. Notwithstanding clause 23.2 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:

(b) 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;

(c) 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;

(d) 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.

24.2. 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.

24.3. 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.

24.4. 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.

24.5. 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

TERMS OF REFERENCE

Consultancy Services for the Design and Delivery of a National Climate-Responsive PFM Capacity Building and On-the-Job Training Programme

(Output 2 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.

Output 1 produces a consolidated "Climate PFM Toolkit" — guidelines, models and standard templates covering macro-fiscal risk management, climate-responsive budgeting, climate-smart Public Investment Management (PIM) and Green Public Procurement (GPP). Output 2 exists to ensure this toolkit does not remain a set of technical documents, but is understood, owned and routinely applied by public officials across the Ministry of Finance (MF), the Ministry of Planning and Development (MPD) and other line ministries, at central, sectoral and — progressively — provincial level. Output 2 is therefore the capacity-building and knowledge-transfer engine of the Action, converting the guidelines produced under Output 1 into applied skills, and feeding lessons back into their refinement.

2. RATIONALE FOR THE ASSIGNMENT

Stakeholder consultations undertaken during project formulation identified a critical and cross-cutting capacity gap that this assignment is designed to close:

- A critical skills deficit: comprehensive training is required at central, provincial and sector levels, and even among Members of Parliament, to operationalise Climate PFM.
- Usability concerns: civil servants report that existing PFM manuals — particularly those on Public Investment Management — are too complex to apply in practice without hands-on support.
- Fragmented terminology and approach: Climate PFM, climate-finance mobilisation and sustainable-finance initiatives currently operate in silos, with no shared language or coordinating framework across ministries.
- Nascent green procurement literacy: Green Public Procurement is a new concept for most public officials; awareness is low, though interest is rising rapidly.
- A formal government request: the former Ministry of Economy and Finance (MEF) submitted a formal request for a two-phase capacity-building programme covering both central and decentralised levels of government — a mandate now shared across the Ministry of Finance, Ministry of Economy and Ministry of Planning and Development following the 2025 government restructuring.

Without a structured, sustained training architecture, the guidelines and tools produced under Output 1 risk remaining underused — as has already happened with existing PIM guidance, where climate-related fields in the e-SNIP system are not yet fully utilised due to limited user capacity. Output 2 directly addresses this risk.

3. OBJECTIVES

General objective: To design and deliver a structured, sustainable national capacity-building programme and an immersive on-the-job coaching mechanism that equip public officials across central, sectoral and provincial levels with the knowledge, skills and confidence to routinely apply climate-responsive PFM tools and guidelines, in fulfilment of Expected Result 2 of the Action.

Specific objectives — the Consultant shall:

- Design and implement a structured, comprehensive, multi-thematic climate-responsive PFM capacity-building programme covering seven core thematic modules, reaching central, sectoral and provincial officials.
- Develop and disseminate a set of practical, nationally tailored Climate-Responsive PFM materials (manuals, guidance notes, checklists, templates) covering the full budget cycle.
- Design and support the adoption of a Climate-Responsive PFM Toolkit suited to Mozambican workflows, through targeted on-the-job coaching ("implementation clinics" and micro-coaching) for a core group of finance and planning officials.
- Enable Mozambican officials to participate in international peer-learning events and ensure that lessons learned are systematically documented and rolled out domestically.

Across all activities, the Consultant shall work in close, continuous coordination with the Output 1 consultant(s), the Action's resident Climate-PFM Expert (embedded in MPD) and the Enabel Project Manager, so that training content, materials and coaching remain synchronised with the evolving Climate PFM Toolkit, and shall ensure gender-responsive delivery consistent with the Action's target of at least 40% female participation in all training activities.

4. EXPECTED RESULTS

Component A — National Climate-PFM Dissemination Programme

- A structured, comprehensive capacity-building programme designed and implemented across seven thematic modules (climate fiscal risk, green PFM, climate-smart PIM, climate-responsive revenue

policy, green public procurement, climate-smart M&E, and green auditing), with public officials trained through targeted workshops and practical learning sessions.
- A scoping study assessing the feasibility of embedding the modules into Mozambique's official TVET curriculum, informing a sustainable long-term institutional home for the programme.
- A set of nationally tailored, MF-endorsed Climate-Responsive PFM materials (manuals, guidance notes, checklists, templates) covering the full budget cycle, with officials able to apply them day-to-day.
- Harmonized concepts and methods used consistently across ministries and agencies, reducing today's fragmentation of terminology and approach.

Component B — Immersive Climate-Responsive PFM Toolkit (On-the-Job Training)
- Key public officers co-drafting the Terms of Reference for the core building blocks of the Output 1 toolkit, ensuring it matches real Mozambican workflows.
- The toolkit applied in practice to at least five budget submissions and three investment-project appraisals during the training cycle, generating visible "early wins."
- A functioning e-learning portal hosting clinic materials, designed for use by future cohorts beyond the life of the Action, with documented arrangements for ownership, hosting, user administration, accessibility, data protection, content standards, maintenance, version control and institutional hand-over, including full administrative access and editable source materials for Enabel and the designated national institution.
- Officials in MF and line ministries gaining deeper, practice-oriented understanding of climate-responsive PFM through participation in at least two international peer-learning events.
- Stable peer networks established with counterparts in other countries and regional/global platforms.
- Documented lessons from peer learning translated into concrete follow-up actions and rolled out domestically through the climate-PFM roadmap and workplans.

Cross-cutting results
- Continuous synchronization with Output 1, so training content and coaching stay current with the evolving Climate PFM Toolkit.
- Gender-responsive delivery, with at least 40% female participation tracked through sex-disaggregated data.
- A viable institutional hand-over path (e.g., to a national research and training institute) securing the programme's sustainability beyond the Action's lifespan.

5. SCOPE OF WORK

The scope of services is structured around the Action's two complementary components under Output 2: (A) the National Climate-PFM Dissemination Programme, and (B) the Immersive Climate-Responsive PFM Toolkit delivered through on-the-job training. Each component comprises Activities, broken down into sub-activities and expected deliverables, detailed below.

Component A — National Climate-PFM Dissemination Programme
This component establishes the structural backbone of climate-PFM learning in Mozambique: a modular, multi-thematic capacity-building programme and a corresponding library of practical guidance materials, designed for institutional ownership and long-term sustainability beyond the life of the Action.

Activity 2.1.1 — Design and implement a structured and comprehensive climate-responsive PFM capacity-building programme
The Consultant shall strengthen institutional capacities in climate-responsive PFM through the design and implementation of a structured, multi-thematic capacity-building programme, enhancing the technical knowledge and operational skills of public officials across ministries and institutions so that they can integrate climate considerations into fiscal policy, budgeting, procurement and public investment processes.
Sub-activities:
- Review existing knowledge products (manuals, toolkits, courses, guidelines) produced nationally and internationally on climate and PFM integration, to adapt rather than duplicate.
- Develop a comprehensive capacity-building package, including training manuals and thematic guides, curriculum design for modular courses, and interactive tools and job aids.

- Organise and deliver targeted learning events: national workshops, sectoral training sessions, webinars and peer-exchange sessions.
- Integrate practical exercises, case studies and real-life Mozambican scenarios to ensure effective knowledge transfer and application.
- Commission a concise scoping study to refine the programme concept and assess the feasibility of embedding the climate-responsive PFM modules into Mozambique's official Technical and Vocational Education and Training (TVET) curriculum, to secure long-term national ownership.

Expected deliverables:

- **One complete seven-module climate-responsive PFM curriculum and training package**, delivered in editable Portuguese and English versions, comprising learning objectives, session plans, training manuals, thematic guides, presentation slides, practical Mozambican case studies, exercises, job aids and pre-/post-training assessment tools for each module. The package shall include a delivery schedule and measurable participation, completion and learning-gain targets, specified in the technical offer and confirmed in the inception report.
- **Implementation of two full national roll-out cycles of the seven-module programme completed and submission of completion reports** through targeted workshops and practical learning sessions for officials from relevant ministries and institutions, against the event, participant and geographical coverage targets specified in the technical offer and confirmed in the inception report. Delivery shall be evidenced by agendas, attendance and completion registers disaggregated by sex, institution and administrative level, completed practical exercises, pre-/post-training assessment results and participant feedback, consolidated in a training completion report comparing actual results with agreed targets, including at least 40% female participation.
- **One TVET-integration feasibility scoping report**, submitted in editable Portuguese and English versions during the inception and scoping phase, documenting the institutions consulted, mapping the seven modules against curriculum and accreditation requirements, assessing potential national institutional hosts and partnership options, and presenting a justified feasibility conclusion. The report shall include a proposed integration and institutional ownership action plan identifying the steps, responsible institutions, indicative costs, timelines and decisions required, including any proposed grant or partnership with a national research and training institute.

The capacity-building programme shall cover seven core thematic modules, structured as follows:

#	Thematic Module	Description	Primary Target Institutions
1	Climate Fiscal Risk Assessment and Management	Tools and methodologies to identify, assess and mitigate fiscal risks associated with climate change (e.g. natural disasters, macroeconomic shocks).	National Directorate for Fiscal Risk Management; National Directorate of Climate Finance; National Directorate of Budgeting; National Directorate for Fiscal and Financial Analysis (MF)
2	Green Public Financial Management (PFM)	Integration of climate and environmental objectives in budget planning, execution and reporting, including tagging and budget classification systems.	National Directorate of Public Assets (MF); National Directorate of Planning (MAAP, MOPHRH, MPD)
3	Climate-Smart Public Investment Management (PIM)	Screening and prioritisation of investment projects based on climate risks and sustainability criteria.	National Directorate of Strategic Investments and Cooperation; DNPED
4	Climate-Responsive Revenue Policy	Fiscal instruments to support climate goals, such as green taxation, subsidy reform and incentive mechanisms.	Tax Authority (AT); DNPED

#	Thematic Module	Description	Primary Target Institutions
5	Green and Sustainable Public Procurement (GPP)	Application of environmental and climate criteria in public procurement processes, based on the GPP guidelines developed under Output 1.	National Directorate of Public Assets (MF); National Directorate of Procurement (MAAP, MOPHRH, MPD, MIREME)
6	Climate-Smart Monitoring, Evaluation and Reporting	Development of indicators and systems for tracking climate-related expenditures, outputs and impacts in public finance.	National Directorate of Monitoring and Evaluation
7	Green Auditing	Capacity building for supreme audit institutions and internal auditors to integrate environmental and climate dimensions into financial oversight and performance auditing.	Public Accounting; Administrative Court (TA)

Each module shall include content tailored to different levels of administration (central, provincial, local) and be designed for long-term institutional learning and behavioural change, rather than one-off dissemination. Across the seven modules, the program shall explicitly address fiscal transparency, treasury and cash management, accounting and reporting, commitment control, internal control, external audit and parliamentary oversight as cross-cutting functions of the full PFM cycle. It shall also address intergovernmental fiscal relations and adaptation finance at provincial and municipal levels, while integrating gender equality and social inclusion throughout.

Activity 2.1.2 — Develop and disseminate Climate-Responsive PFM materials for government officials
The Consultant shall equip the Ministry of Finance, Ministry of Planning and Development and line ministries with practical guidance on integrating climate considerations across the budget cycle (planning, formulation, execution, reporting and audit), responding to concrete country reforms (e.g. PEFA Climate follow-up, green budgeting, climate tagging, climate-responsive public investment). This covers scoping, content development, formats, piloting and roll-out of a coherent materials library.

Sub-activities:

- Conduct a needs assessment with target departments to identify priority topics, skill gaps and preferred formats.
- Map content against existing global resources on green/Climate-Responsive PFM to adapt rather than duplicate, ensuring alignment with PEFA Climate indicators and any national PFM reform strategy.
- Draft and technically review materials, involving MF, relevant line ministries and development partners to ensure accuracy and ownership.
- Integrate materials into formal training programmes delivered under Activity 2.1.1.
- Disseminate materials electronically (intranet, email lists, shared drives) and, where needed, in print, with clear guidance on who should use what, and when, in the budget cycle.
- Present and socialise materials through the climate-PFM coordination mechanism and focal-point network established under Output 3, linking each product to specific reforms (e.g. climate-tagging roll-out, climate-responsive PIM, green budget statements).

Expected deliverables:

- **Training report on the training of government officials** documenting delivery to finance, planning and key line ministries, with a product distribution register, session records, participant feedback and pre-/post-assessment results on integrating climate risks and opportunities into the budget cycle and related PFM processes. The report shall compare institutions reached, officials reached and measured learning gains against the targets specified in the technical offer and confirmed in the inception report.
- **Assessment results** demonstrating officials' ability to use practical tools (guidance notes, checklists and templates) to apply climate-responsive practices in day-to-day planning, budgeting, investment appraisal, reporting and audit work.

- A set of nationally tailored, climate-responsive PFM materials (manuals, briefs, training modules, quick-reference tools) produced, quality-assured and officially endorsed by the Ministry of Finance and relevant authorities (did not change)
  Each product shall identify its intended users, budget-cycle application, version and technical reviewer; the final submission shall include a quality-assurance checklist, a comments-and-responses matrix and documentary evidence of official endorsement by the Ministry of Finance and relevant authorities.
- One common Climate-Responsive PFM glossary and methodological cross-reference matrix, included in the materials library, mapping terminology and methods across climate-related revenue and expenditure guidance, the Output 1 toolkit, PEFA Climate indicators and the national PFM reform framework. A consistency-review record shall identify overlaps, conflicting definitions and duplication, document their resolution across the final materials, and record validation comments from participating ministries and agencies.

Component B — Immersive Climate-Responsive PFM Toolkit: On-the-Job Training
This component translates the classroom-based programme in Component A into routine practice, through hands-on coaching for a focused cadre of early-adopter officials, and through structured exposure to international peer experience.

Activity 2.2.1 — Design a Climate-Responsive PFM Toolkit suited to Mozambican workflows (on-the-job training)
The Consultant shall consolidate peer learning and hands-on coaching for a focused cadre of finance and planning officials who hold day-to-day responsibility for integrating climate considerations into PFM, drawn from core directorates of the Ministry of Economy, the Ministry of Finance and pilot line ministries. The purpose is to deepen technical knowledge and operational skills so that the evidence-based, context-specific Climate-Responsive PFM Toolkit produced under Output 1 is routinely applied in budgeting, investment screening and procurement decisions. Delivery combines three-day implementation clinics (short refresher lectures plus guided re-working of participants' own budget annexes, project fiches or tender dossiers), micro-coaching cycles (1.5-hour online sessions for real-time troubleshooting and peer exchange), and international knowledge exchanges linked to reference organisations such as the Coalition of Finance Ministers for Climate Action.
Sub-activities:
- Identify the technical focal point and reference authority for each toolkit building block (e.g. budget tagging, PIM screening, GPP), in coordination with the national research and training institute, the Enabel National Project Manager and the resident Climate-PFM Expert.
- Co-design the Terms of Reference for each Output 1 study or directive, with input from line ministries, ensuring the toolkit is explicitly tailored to Mozambique's legal and administrative context.
- Coordinate with Enabel's procurement team to ensure that every Output 1 consultancy contract includes a mandatory, ready-to-use training package aligned with this national training programme.
- Deliver a focused three-day implementation clinic per toolkit building block: a hands-on workshop for 20–25 officers centred on real Mozambican files and bottlenecks, with materials uploaded to an e-learning portal.
- Provide follow-up micro-coaching: two to three 1.5-hour, case-based virtual sessions per cohort, delivered jointly with the resident Climate-PFM Expert, to resolve issues that surface during application of the tool.

Expected deliverables:
- **One consolidated Terms of Reference package comprising one co-drafted TOR for each core building block of the Climate-Responsive PFM Toolkit (Output 1)**, with the building-block inventory confirmed in the inception report. Each TOR shall specify the applicable Mozambican legal and administrative requirements, institutional workflows, expected technical products and ready-to-use training package. The submission shall include a focal-point register, consultation records and a comments-and-responses matrix evidencing contributions from responsible public officers and validation by the relevant technical authorities.
- **One toolkit application portfolio** documenting use of the toolkit in at least five budget submissions and three investment-project appraisals during the training cycle. For each file, the portfolio shall identify the institution, tool applied, completed climate-related analysis, resulting revisions and supervisor verification of workplace application. An accompanying clinic and coaching completion

report shall document one three-day implementation clinic per toolkit building block for 20–25 officers and two to three follow-up virtual sessions of 1.5 hours per cohort, supported by agendas, attendance records, completed exercises and an issue-resolution log.

- **One operational e-learning portal** containing the complete set of clinic materials in Portuguese and English, indexed by toolkit building block and available for future cohorts. Acceptance shall be supported by a content inventory and documented tests confirming user access, material retrieval and administrator access. The hand-over package shall include editable source materials, full administrative access for Enabel and the designated national institution, a user and administrator guide, and documented arrangements for ownership, hosting, accessibility, data protection, content standards, maintenance and version control beyond the life of the Action.

Because the ultimate measure of success is the routine use of the Climate-Responsive PFM Toolkit inside Mozambican ministries, this workstream deliberately cuts across Output 1 (technical design), Output 2 (capacity building) and Output 3 (institutional anchoring). The Consultant shall implement the following five-step delivery pipeline:

#	Activity	Responsibility	Key Output
1	Identify the technical focal point	National research & training institute + National Project Manager + resident Climate-PFM Expert	List of reference authorities for each toolkit building block
2	Co-design the Terms of Reference	Same trio, with input from line ministries	TOR for each Output 1 study/directive, tailored to Mozambique's legal and administrative context
3	Embed training requirements in every procurement	Enabel procurement team + national research & training institute	All Output 1 consultancy contracts include a mandatory ready-to-use training package
4	Deliver a focused three-day clinic	Output 1 consultant(s) + national research & training institute trainers	Hands-on workshop for 20–25 officers; materials uploaded to e-learning portal
5	Provide follow-up micro-coaching	Resident Climate-PFM Expert + national research & training institute trainers	Two to three 1.5-hour virtual, case-based sessions per cohort

Activity 2.2.2 — Participate in international peer-learning events and undertake domestic roll-out of documented lessons

The Consultant shall systematically convert international climate-PFM learning into tangible, country-owned reforms and capacity improvements, strengthening the technical and practical capacities of key PFM and climate institutions by exposing officials to tested approaches, tools and experiences from peer countries, and by building ongoing networks. Lessons shall be documented clearly and embedded into domestic guidance, training and workplans, so that international knowledge directly informs the climate-responsive PFM reform roadmap and day-to-day practice.

Sub-activities:

- Define learning objectives and priorities in alignment with the climate-PFM roadmap and strategy under development in Output 3.
- Map relevant peer-learning platforms and events (e.g. the Coalition of Finance Ministers for Climate Action, PEFA, CABRI networks) and develop an annual participation plan.
- Select and formally nominate government participants, with clear expectations and Terms of Reference for each mission.
- Support participation in peer-learning programmes and events.
- Conduct immediate post-event debriefs among participants to capture raw lessons, tools and insights while they are fresh.

- Document lessons systematically and translate them into concrete follow-up actions, inserting them into the climate-PFM reform roadmap and annual workplans.
- Monitor the use and impact of peer-learning (events attended, notes produced, domestic sessions held, reforms/tools directly inspired by peer examples) and report through the Output 3 coordination mechanism.

Expected deliverables:

- **One consolidated peer-learning assessment report** covering participating officials from MF and key line ministries, with event-specific learning objectives, pre-/post-event assessment results and completed practical exercises demonstrating how approaches used in peer countries can be adapted to Mozambique. The report shall state the number of officials assessed and their measured learning gains against the participation and learning targets specified in the technical offer and confirmed in the inception report, and annex the assessment tools, results summary and post-event debrief records.
- **One peer-network register and follow-up exchange log** documenting links established or strengthened with counterpart institutions and regional/global platforms. The register shall identify the institutions, designated focal points, thematic areas and agreed communication channels; the log shall record post-event requests for advice, troubleshooting exchanges, responses and joint follow-up actions. A continuation plan shall assign national responsibility and specify the frequency of future exchanges. Network coverage and completed exchanges shall be reported against targets confirmed in the inception report, with supporting correspondence or meeting records.
- **At least two international peer-learning event completion packages,** each comprising the mission Terms of Reference, formal nominations, agenda, evidence of participation, a lessons-learned note and records of domestic roll-out sessions. Each package shall include a follow-up action matrix linking relevant lessons to proposed or completed updates to domestic guidance, training materials, the climate-PFM reform roadmap and annual workplans, with responsible institutions, deadlines, progress status and evidence of incorporation. A consolidated tracker shall report events attended, officials reached, domestic sessions delivered and lesson-based updates completed against the targets and schedule confirmed in the inception report. All reports and learning materials shall be submitted in editable Portuguese and English versions.

6. CROSS-CUTTING REQUIREMENTS

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

- Synchronise with Output 1: maintain a continuous feedback loop with the Output 1 consultant(s) so that training materials and coaching content are updated as guidelines, models and tools evolve, and so that Output 1 deliverables consistently include ready-to-use training packages.
- Coordinate institutional anchoring: work closely with the Action's resident Climate-PFM Expert (embedded in MPD) and the national research and training institute engaged under Output 2, recognising that Enabel may deliver part of this component through a grant agreement with a qualified Mozambican research and training institute rather than, or in addition to, a standard service contract; the Consultant's scope and interfaces shall be adapted accordingly during inception.
- Ensure gender-responsive delivery: apply inclusive recruitment and invitation practices (clear, gender-neutral language; visible reference to Enabel's zero-tolerance policy on discrimination and harassment), reserve at least 40% of trainee slots for women, track sex-disaggregated participation data, and include an assessment of each participant's ability to integrate a gender perspective into climate-PFM tasks.
- Reach all levels of government: design content and delivery formats appropriate for central, sectoral and provincial/municipal officials, and consider tailored sessions for Members of Parliament where relevant to budget oversight.
- Coordinate with development partners: avoid duplication with, and build on, ongoing capacity-related work of the World Bank (Green Tagging pilot, PIM guidelines), the IMF (Climate-PIMA follow-up), UNICEF (child-focused climate budget tagging), and GIZ (local adaptation planning and district-level guidance updates), as well as Enabel's own PEFA Climate assessment and Provincial and Local Adaptation Plans (PLAPs) work under the STEP Facility.
- Apply Enabel's standard monitoring and reporting norms to any grant or sub-contract concluded with a national research and training institute, ensuring sound implementation and accountability.

- Deliver bilingual content: produce all materials, curricula and reports in both Portuguese and English, consistent with the operational languages of the Government of Mozambique and Enabel.

7. METHODOLOGY

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

- Phase 1 — Scoping and needs assessment: review of existing knowledge products and global resources; needs assessment with target departments; scoping study on feasibility of TVET-curriculum integration; confirmation of work plan with Enabel and government counterparts. At inception, the Consultant shall establish a performance framework with baselines, targets, data sources, frequency and responsibilities. At minimum, it shall measure participation and completion disaggregated by sex, institution and administrative level; pre/post knowledge gain; demonstrated use of tools on real files; supervisor-verified workplace application; participant satisfaction; trainer certification; and institutional adoption of curricula and materials. It implies that the technical offer and inception report shall state, the minimum number of training cohorts, workshops, webinars, implementation clinics, micro-coaching cycles, provinces/municipalities reached and participants per target group. Any change shall require prior written approval by Enabel.
- Phase 2 — Curriculum and materials design: design of the seven-module curriculum and the climate-responsive PFM materials library, including interactive tools, job aids and e-learning content, technically reviewed with MF/MPD and development partners.
- Phase 3 — Piloting and validation: pilot delivery of selected modules and materials with a limited cohort, incorporating feedback before national roll-out.
- Phase 4 — National roll-out: delivery of national workshops, sectoral trainings, webinars and peer-exchange sessions across the seven thematic modules, at central, sectoral and provincial levels.
- Phase 5 — On-the-job toolkit adoption: delivery of three-day implementation clinics and follow-up micro-coaching cycles for the core cadre of early-adopter officials, synchronised with Output 1 deliverables as they become available.
- Phase 6 — International peer learning and domestic roll-out: coordination of participation in international peer-learning events, systematic debriefing, documentation and integration of lessons into domestic guidance and workplans.
- Phase 7 — Monitoring, evaluation and institutional hand-over: tracking of participation (including sex-disaggregated data), skills-gain assessment, and preparation of materials and processes for long-term institutional ownership (e.g. by a national research and training institute or TVET provider).

8. LOCATION AND DURATION

24.6. Location

The assignment is based in Maputo. National workshops, sectoral trainings and implementation clinics shall be organised in Maputo and, progressively, in selected provinces and municipalities, in coordination with the Action's subnational engagement strategy and linked, where relevant, to Provincial and Local Adaptation Plans (PLAPs). International peer-learning events under Activity 2.2.2 will require travel by nominated government participants and, as needed, accompanying Consultant staff. The Consultant shall provide its own working arrangements; Enabel will facilitate introductions to government counterparts and may provide logistical support for joint events, subject to separate agreement.

24.7. Duration

The assignment is expected to run for 27 months, from early in the Action (following the initial scoping study) through to project close-out, allowing sufficient time for curriculum design, piloting, at least two full national roll-out cycles, on-the-job coaching cohorts aligned with each Output 1 deliverable, and at least two international peer-learning cycles. The exact start date, sequencing and duration of each activity shall be confirmed and detailed in an inception report, in coordination with Enabel's Project Manager and the resident Climate-PFM Expert.

9. DELIVERABLES AND INDICATIVE PAYMENT INSTALLMENTS

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. All deliverables shall be submitted in editable format. Training materials, curricula, tools and final reports shall be delivered in Portuguese and English. Where a working draft is authorized in one language, the approval shall be recorded in writing, and the final bilingual requirement shall remain applicable unless formally amended by Enabel.

The table below consolidates the principal deliverables to be produced by the Consultant under Output 2. Detailed specifications for each deliverable are set out in in precedent sections.

Indicative Phase	Timing (Months)	Description of Deliverable	Payment (%)
Inception & scoping	M1 – M4	Needs assessment, TVET feasibility scoping study, curriculum design, work plan confirmation	15%
Design and implement a structured and comprehensive climate-responsive PFM capacity-building programme (Activity 2.1.1)	M8 - M18	● One complete seven-module climate-responsive PFM curriculum and training package ● Implementation of two full national roll-out cycles of the seven-module programme completed and submission of completion reports ● One TVET-integration feasibility scoping report	10%
	M18 – M27	● Delivery of three thematic modules through recurring national/sectoral workshops and webinars completing the seven modules required	10%
Develop and disseminate Climate-Responsive PFM materials for government officials (Activity 2.1.2)	M3 – M8	Development of Climate-Responsive PFM materials ● A set of nationally tailored, climate-responsive PFM materials (manuals, briefs, training modules, quick-reference tools) produced. ● One common Climate-Responsive PFM glossary and methodological cross-reference matrix	10%
	M8 – M14	Dissemination of Climate-Responsive PFM materials ● Training report on the training of government officials. ● Assessment results demonstrating officials' ability to use practical tools	10%
Design a Climate-Responsive PFM Toolkit suited to Mozambican workflows (on-the-job training) (Activity 2.2.1)	M13 – M18	Three-day implementation clinics and micro-coaching cycles, synchronised with Output 1 deliverables **(Part 1)** ● One consolidated Terms of Reference package comprising one co-drafted TOR for each core building block of the Climate-Responsive PFM Toolkit (Output 1), ● One toolkit application portfolio. ● One operational e-learning portal	10%
	M18 – M24	Three-day implementation clinics and micro-coaching cycles, synchronised with Output 1 deliverables **(Part 2)**	10%
International peer learning (Activity 2.2.2)	M6 – M12	Participation in at least two international peer-learning events; documentation and domestic roll-out of lessons **(event 1)** ● One consolidated peer-learning assessment report containing peer-network register and follow-up exchange log documenting links established or strengthened with counterpart institutions and regional/global platforms.	5%

	M25 – M27	Participation in at least two international peer-learning events; documentation and domestic roll-out of lessons **(event 2)** ● One consolidated peer-learning assessment report containing peer-network register and follow-up exchange log documenting links established or strengthened with counterpart institutions and regional/global platforms.	5%
Institutional hand-over	M18 – M27	Transfer of materials, e-learning portal and training delivery capacity to a national institutional home	15%

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 Directorate (MPD/DNP).

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

The Consultant shall mobilise a multidisciplinary team combining adult-learning/curriculum-design expertise with substantive climate-PFM technical knowledge across the seven thematic modules. Experience delivering public-sector capacity-building programmes in Sub-Saharan Africa, preferably in Lusophone Africa, and working knowledge of Portuguese, are highly desirable. Bidders shall propose the detailed team structure and level of effort in their technical offer, within Enabel's overall budget ceiling for Output 2.

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 / Capacity Development & Climate-PFM Training Expert	Masters degree (Msc/MA) in public finance, education, public policy or in a field related to the assignment; Minimum 12 years' experience designing and leading public-sector capacity-building programmes, including climate/green PFM	Overall programme design and quality, coordination with Enabel/PIU, Output 1 consultant(s) and government counterparts

Key Expert	Minimum Qualifications and Experience	Indicative Role
	content; Prior team-leadership experience of at least 5 years;	
Curriculum & Learning Materials Designer	Masters degree (Msc/MA) in education, instructional design, curriculum development or in a field related to the assignment; Minimum 8 years' experience in adult-learning curriculum design, including blended/e-learning formats.	Design of the seven-module curriculum, materials library and e-learning portal (2.1.1, 2.1.2)
Climate Fiscal Risk & Green PFM Training Specialist	Masters degree (Msc/MA) in economics/public finance; Minimum 6 years' experience in fiscal risk management or green budgeting.	Modules 1–2 content and delivery
PIM & Revenue Policy Training Specialist	Masters degree (Msc/MA) in economics/public investment; Minimum 6 years' experience in PIM or tax/revenue policy.	Modules 3–4 content and delivery
GPP & Green Auditing Training Specialist	Masters degree (Msc/MA) in law, procurement, accounting or auditing; Minimum 6 years' experience in public procurement or public-sector auditing.	Modules 5 and 7 content and delivery
M&E and On-the-Job Coaching Specialist	Masters degree (Msc/MA) in Monitoring and Evaluation, Business Management, Development Studies or Public Administration; Minimum 6 years' experience in results monitoring and practitioner coaching/mentoring.	Module 6 content; leads micro-coaching cycles under Activity 2.2.1
Peer-Learning & International Coordination Officer	Masters degree (Msc/MA) in international relations, Development Studies, Business Management or Public Administration; Minimum 5 years' experience coordinating international exchanges, study visits or peer-learning networks in the public-finance or climate field.	Coordination of Activity 2.2.2
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	The tenderer must demonstrate at least two completed assignments involving the design and delivery of public-sector capacity-building or training programmes in Public Financial Management (PFM), climate finance, climate-responsive budgeting or closely related areas on the last eight (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

2.Financial Capacity	The tenderer must demonstrate an average annual turnover of at least EUR 125,000 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

24.8. 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.

24.9. 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.

Key point of evaluation: the alignment and realism of the workplan compared to the proposed methodology and CV/Experience. (10 points)

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 proven professional experience (15 points)

2. Key point for evaluation: Experience in previous similar assignments related to the Design and Delivery of national climate-responsive PFM Capacity Building and On-the-Job Training Programmes. (15 points)
<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 (Capacity Development & Climate-PFM Training 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>
<tr><td>Curriculum & Learning Materials Designer</td><td>6 years = 0
7 to 13 years = 1.5
14 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>
<tr><td>Climate Fiscal Risk & Green PFM Training Specialist</td><td>6 years = 0
7 to 13 years = 1.5</td><td>2.5</td><td>1 assignment = 0.5
2 assignments = 1.5</td><td>2.5</td></tr>
</table>
</td><td>30</td></tr>
</table>

	14 or more years = 2.5		3 or more assignments = 2.5	
PIM & Revenue Policy Training Specialist	6 years = 0 7 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
GPP & Green Auditing Training Specialist	6 years = 0 7 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
M&E and On-the-Job Coaching Specialist	5 years = 0 6 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 and local flights 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.

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

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

1. OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

1. Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
2. List of subcontractors (see clause 2 of chapter 8 Forms);
3. Tender form - Prices (clause 3 of chapter 8 Forms)
4. The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
5. Financial Identification Form (see clause 5 of chapter 8 Forms);
6. Integrity Statement (see clause 6 of chapter 8 Forms);
7. 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 **Error! Reference source not found.** of chapter 3 Award Procedure);
8. All documents demanded in 6 Selection file (see clause **Error! Reference source not found.** of chapter 3 Award Procedure);
9. All documents demanded in clause **Error! Reference source not found.** of chapter 3 Award Procedure (award criteria);
10. Updated Certification of Registration;
11. The document certifying that the tenderer is in order with payment of social contributions;
12. 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.

13. Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause **Error! Reference source not found.** of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
14. A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
15. 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);
16. Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

8 FORMS

1. IDENTIFICATION FORM

Enabel

Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

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

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.

a. 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	Quantity	Unit price	Total price	VAT
Inception & Scoping (15%)	Lump-sum price	Un	1	€	€	%
Design and implement a structured and comprehensive climate-responsive PFM capacity-building programme - Activity 2.1.1 (20 %)	Lump-sum price	Un	1	€	€	%
Develop and disseminate Climate-Responsive PFM materials for government officials - Activity 2.1.2 (20%)	Lump-sum price	Un	1	€	€	%
Design a Climate-Responsive PFM Toolkit suited to Mozambican workflows (on-the-job training) - Activity 2.2.1 (20%)	Lump-sum price	Un	1	€	€	%
International peer learning - Activity 2.2.2 (10%)	Lump-sum price	Un	1	€	€	%
Institutional 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:

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: _____