



## TENDER SPECIFICATIONS

Public service contract for “**CONSULTANCY SERVICES FOR TAXONOMY IMPLEMENTATION ROADMAP**”

Reference №: **MOZ22006-10136**

Country: **Mozambique**

Negotiated Procedure without Prior Publication

*Deadline for requesting clarifications:*

**Until 11 June at 12pm (East African Time)**

*Deadline for submission of tenders:*

**17 June 2026 at 12pm (East African Time)**

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# 1 GENERAL REMARKS

## 1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Mozambique, is represented by :

Name	Position
Adriaan Tas	Country Director

- 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.<sup>1</sup> 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 Lidia Uamusse, Procurement Officer (clause 3 of chapter 3 Award Procedure).**

## 2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
  - (a) The Law of 17 June 2016 on public procurement;
  - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
  - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
  - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
  - (e) Circulars of the Prime Minister with regards to public procurement;
  - (f) Enabels policy regarding sexual exploitation and abuse – June 2019;
  - (g) Enabels policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

<sup>1</sup> 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 Taxonomy Implementation Roadmap.

### 2. LOTS

- 2.1. This public contract is not divided into lots.

### 3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

### 4. DURATION OF THE PUBLIC CONTRACT

- 1.1. This public contract starts **upon kick off meeting** and lasts for **5 (five) months**.
- 4.1. This public contract **MAY NOT** be renewed.

### 5. VARIANTS

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

### 6. OPTIONS

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

# 3 AWARD PROCEDURE

## SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

### 1. AWARD PROCEDURE

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

### 2. PUBLICATION

This contract is advertised in

2.1. The following platforms:

- (a) Website of Enabel ([www.enabel.be](http://www.enabel.be));
- (b) Local news paper.

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

### 3. FURTHER INFORMATION

#### 3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

*Lidia Uamusse*

*Procurement Officer*

[lidia.uamusse@enabel.be](mailto:lidia.uamusse@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 Until 11 June at 12pm (East African Time), 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 ([lidia.uamusse@enabel.be](mailto:lidia.uamusse@enabel.be)), and will be answered in the order received.

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

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

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

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

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

## **SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS**

### **4. VALIDITY PERIOD OF TENDERS**

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

### **5. DATA TO BE INCLUDED IN THE TENDER**

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
  - (a) Identification form (clause 1 of chapter 8 Forms);
  - (b) List of subcontractors (clause 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.

- 5.6. The tenderer also attaches the following to his tender:
  - (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
  - (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).
- 5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
  - (a) Identification form (clause 1 of chapter 8 Forms);
  - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);

- (c) Integrity Statement (clause 6 of chapter 8 Forms);
  - (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.
- 5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 5.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

## 6. TENDER CURRENCY

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

## 7. DETERMINATION OF PRICES

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

## 8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit and 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.
- 8.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
- (a) Administrative management and secretariat services;
  - (b) Travel, transportation, and insurance;
  - (c) Documentation related to the services;
  - (d) Delivery of documents or records associated with the performance of the contract;
  - (e) Where applicable, the measures imposed by occupational safety and worker health legislation.
  - (f) Acceptance costs.

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

## SECTION (C) - SUBMISSION OF TENDERS

### 9. SUBMISSION OF TENDERS

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

9.2. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted on paper.

The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files on a USB stick.

The submission is to be made in a properly sealed envelope, bearing the following information:

Tender: **MOZ22006-10136 - CONSULTANCY SERVICES FOR TAXONOMY IMPLEMENTATION ROADMAP**

To the attention of: **Lidia Uamusse, Procurement Officer.**

9.3. **The tender must be submitted before 17 June 2026, at 12pm (East African Time)**, in one of the following ways:

(a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

**Kenneth Kaunda ave 264, Maputo, Mozambique**

(b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 9.3 (a).

9.4. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 9. A tender submitted by email will be discarded.**

### 10. TENDER SIGNATURE

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

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

### 11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

11.1. Tenders must be in the possession of the contracting authority before **17 June 2026 at 12pm (East African Time)**.

11.2. The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

## SECTION (D) - SELECTION, AWARDING & CONCLUSION

### 12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. 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.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)** Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

### 13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' ( 6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.

- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (a) all participants submitting a joint bid as a consortium of economic operators;
  - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

## 14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

## 15. AWARD CRITERIA

- 15.1. 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	40	The tenderer has to describe in a note of maximum 5 pages the methodology that it will use to implement all the services set in the ToR – section 5

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Work plan	30	The tenderer has to describe in a note of maximum 3 pages the workplan that he will follow to implement all the services set in the ToR – section 5
Price	30	application of the rule of three

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

## 16. AWARDING THE PUBLIC CONTRACT

- 16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 16.2. 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.

## 17. CONCLUDING THE CONTRACT

- 17.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the succesful tenderer of the approval of their tender.
- 17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 17.3. The full public contract consists of the following documents:
- (a) These tender specifications and their annexes;
  - (b) The approved BAFO and all of its annexes;
  - (c) The registered letter notifying the award decision;
  - (d) Any later documents accepted and signed by both parties, as appropriate.
- 17.4. 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)

**Error! Reference source not found.** 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 tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

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

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

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

Price revisions are not allowed under this contract.

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

- 12.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 12.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 12.3. When activities are suspended, based on this clause 12.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

- 12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
- (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
  - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
  - (c) The suspension occurs during the contract's performance period.

### **13. UNFORESEEABLE CIRCUMSTANCES**

- 13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

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

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
  - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

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

- 15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.
- 15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

## SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

### SECTION (F) - PERFORMANCE MODALITIES

#### 16. ORDER FORMS (ART. 146)

#### 17. DEADLINES AND TERMS (ART. 147)

17.1. The service provider must complete the services within **5 (five) months**, starting from **the day of the kick-off meeting**.

#### 18. PLACE OF PERFORMANCE (ART. 149)

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

#### 19. INSPECTION OF THE SERVICES (ART. 150)

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

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

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

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

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

### SECTION (G) - MEANS OF ACTION

#### 21. FAILURE OF PERFORMANCE (ART. 44)

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

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

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

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

- 21.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.
- 21.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the "GIR".

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

- 22.1. Fines for delay differ from penalties referred to in Article 45 of the "GIR". They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.
- 22.2. Fines for delay are calculated, according to Article 154 of the "GIR", at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.
- 22.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 22.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

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

- 23.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 23.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.
- 23.2. The measures as of right are:
- (a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
  - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
  - (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

## SECTION (H) - END OF THE PUBLIC CONTRACT

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

- 24.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 24.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 24.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 25).
- 24.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch and shall request that the acceptance procedure be carried out.
- 24.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

- 25.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Kenneth Kaunda Ave 264 Maputo, Mozambique**.
- 25.4. Payment will be made in accordance with one of the following arrangements:
  - a) A total of 35% payment will be made after submission of deliverables 1 to 5 (until the submission of workshop programs and training materials and approval from Enabel).
  - b) The remaining 65% will be paid after submission of all remaining deliverables of the consultancy are presented and approved by Enabel (6 - 8).

### 26. ADVANCE PAYMENTS

- 26.1. Notwithstanding clause 25.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the service provider.
- 26.2. 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.

26.3. 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.

26.4. 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.

26.5. 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.



### CONSULTANCY SERVICES FOR TAXONOMY IMPLEMENTATION ROADMAP

PUBLICATION REFERENCE: MOZ22006-10136

#### 1. BACKGROUND

At the same time, the global financing landscape is evolving. Many developing economies, including Mozambique, are experiencing a tightening of concessional development finance, alongside increased competition for limited climate funds and growing expectations to mobilize private capital. In this context, the development of a national green and transition taxonomy has emerged as a critical enabling reform, highlighted as a priority action under Mozambique's ENFC. In parallel, the National Financial Inclusion Strategy (2025–2031) links sustainable finance and green finance as key drivers for expanding access to financial services and supporting the country's transition to a low-carbon, climate-resilient economy. Taken together, these frameworks reflect a growing recognition that mobilising climate finance at scale will require more than increased funding volumes—it will require stronger instruments to guide, classify and channel investment effectively.

Several African countries have already initiated or adopted national sustainable finance taxonomies and Mozambique has already laid important groundwork in this regard identifying through the ENFC and the 2025-2031 National Financial Inclusion Strategy's Green Finance Roadmap that developing of a national taxonomy is a priority to strengthen the mobilization, allocation and tracking of climate finance.

Against this backdrop, the Government of Mozambique, through the Ministry of Planning and Development (MPD) and its National Directorate for Climate Finance (DNFC), with the support of Enabel, is advancing efforts to operationalize this agenda. A key next step is the development of a clear and actionable phased implementation roadmap for the development and operationalisation of a national green transition taxonomy, and through it, aim to guide the design, development and rollout of system reforms, ensuring alignment with national priorities and emerging regional and international best practices.

#### 2. RATIONALE AND OBJECTIVES

##### Rationale

While the policy direction is established, Mozambique currently lacks a clear, sequenced and operational pathway to guide the design, development and implementation of a national green and transition Taxonomy. Enabel therefore intends to recruit a specialised consultancy to support the Government of Mozambique, through the Ministry of Planning and Development, in elaborating a **phased and actionable roadmap for the development and operationalisation of the taxonomy**. This assignment will also facilitate structured **international benchmarking**, including an exchange mission to Brazil, to draw practical lessons on governance, design and operationalisation of such frameworks. The benchmark country was due to its more advanced experience in developing sustainable finance frameworks that incorporate both **green and transition activities**, an area that remains limited across existing African taxonomies, which are predominantly focused on green classifications. This is particularly relevant for Mozambique's objective to develop a taxonomy that supports economic transition pathways alongside climate goals, especially in sectors such as energy, agriculture and infrastructure. The exchange mission will therefore complement regional African experiences by providing practical insights from a more mature emerging economy approach to transition finance and taxonomy implementation.

##### Objectives

The main objective of this consultancy is to develop a comprehensive, phased and actionable roadmap for the development and implementation of Mozambique's green and transition Taxonomy, aligned with national policy frameworks and informed by regional and international best practices.

Specific objectives include:

- Assess Mozambique's **readiness** for the development and implementation of a green and transition Taxonomy, including institutional, regulatory and market dimensions, building on existing frameworks such as the ENFC, Inclusive Green Finance Roadmap and other relevant sectoral strategies.
- Analyse and **benchmark** relevant regional and international taxonomy frameworks, including the African Sustainable Finance Taxonomy, and extract practical lessons applicable to Mozambique's economic and financial context.
- Define key design **parameters** for the taxonomy, including scope, sectoral coverage, treatment of transition activities, and alignment with national development and climate priorities.
- Develop a comprehensive, **phased and prioritised roadmap** for the design, adoption and operationalisation of the taxonomy, including governance arrangements, institutional roles, timelines, resource requirements, and application across both the financial sector and the real economy.
- Support **stakeholder engagement**, including the organisation of a benchmarking exchange mission to Brazil, and provide actionable recommendations to ensure that the Taxonomy is operational, credible and fit for purpose within **Mozambique's context**.

### 3. SCOPE OF WORK

The consultancy will support the Government of Mozambique, through the Ministry of Planning and Development (MPD) and relevant stakeholders, in the elaboration of a comprehensive implementation roadmap for a national green and transition Taxonomy. The scope of work will include, but will not be limited to, the following tasks:

1. **Conduct a rapid readiness assessment** relevant institutions and assess current technical, institutional and regulatory readiness for the development and implementation of a green and transition taxonomy. This should include identification of key gaps, challenges and opportunities across the MPD, financial sector regulators, and other relevant stakeholders, as well as a review of existing frameworks (e.g. ENFC, financial and other sectoral strategies).
2. Conduct a **comparative analysis** of regional and international sustainable finance and green transition taxonomies and frameworks. This should include, but not be limited to:
  - a. Review of key design features (scope, sectoral coverage, treatment of transition activities, usability).
  - b. Analysis of governance and institutional arrangements for taxonomy development and implementation.
  - c. Identification of lessons learned and good practices applicable to Mozambique.
3. Support the organisation of a **knowledge exchange visit** with selected representatives from Government of Mozambique and key stakeholders to Brazil. This should include:
  - a. Coordinate, in collaboration with MPD and Enabel, the identification of relevant institutions, contacts with exchange country counterparts and development of the mission agenda.
  - b. Prepare short briefing materials under MPD and Enabel guidance with steering questions to ensure targeted learning outcomes.
  - c. Facilitate documentation of key lessons learned and their applicability to Mozambique.

4. Define key **design parameters** for Mozambique's taxonomy, including scope, sectoral prioritisation, treatment of transition activities, and alignment with national development and climate priorities. The design needs to consider the following contextual needs of Mozambique:
  - Climate Vulnerability: Frequent floods, cyclones, and droughts mean resilience and adaptation must be central.
  - Financial Inclusion: With low banking penetration, digital finance and inclusive access are as important as green investment.
  - Development Priorities: Poverty reduction, gender equity, and job creation need to be integrated into the taxonomy.
  - Capacity Constraints: A simpler, phased approach is more realistic than adopting the EU's full technical framework immediately.
  - This should be complemented by the following activities:
    - a. Organise and facilitate at least one stakeholder consultation meeting with key institutions (e.g. Central Bank, relevant ministries, financial sector actors) to validate findings and gather inputs.
    - b. Incorporate stakeholder feedback into the design and roadmap development process.
5. Develop a comprehensive, **phased and prioritised roadmap** for the design, development and implementation of the taxonomy. The roadmap should comprehensively depict the complete trajectory starting from green taxonomy (renewable energy, climate-resilience, biodiversity) and gradually expand to a Sustainable Taxonomy that includes social and governance dimensions and reflects a transition pathways.

This should be complemented by the following activities:

- a. Define institutional roles, governance arrangements, timelines, and resource requirements.
- b. Ensure the roadmap addresses both financial sector applications (e.g. banking, capital markets, disclosure) and real economy dimensions (sectoral priorities and transition pathways).
- c. Provide recommendations for capacity building, piloting and progressive implementation.
- d. Include considerations for regional alignment (SADC and African Union initiatives) to avoid fragmentation and attract regional investments.
- e. Provide recommendations that will ensure international compatibility, keeping the taxonomy broadly aligned with global standards to ensure credibility with investors while simplifying criteria and making it relevant for local context and effective use.
- f. Disseminate final product through a workshop with key stakeholders in Maputo.

#### 4. LOCATION AND DURATION

##### Location

All stakeholder engagement activities will be delivered in Maputo-Mozambique. The cost of the venue and related logistics for the dissemination workshop will be covered by Enabel. The exchange visit will be conducted in a place to be determined in Brazil in close coordination with the *Ministério da Fazenda*.

##### Duration

The period of implementation for this consultancy is five (5) months.

#### 5. DELIVERABLES

The language employed for the final deliverables is Portuguese. While some deliverables will be required in either English or Portuguese, others may need to be provided in both languages such as the final Roadmap. Translation services will be available as needed with the support of the Enabel team. Each deliverable outlined on the table below will be coordinated with Enabel. After review, the consultancy will be presented to MPD for clearance and comment:

#	Deliverable	Description	Indicative Timing (man/day)
1	Kick-off meeting	The consultant will participate in an initial meeting with ENABEL and DNFC for team introduction, align the scope and discuss the detailed methodology, timeline and coordination arrangements	1 day
2	Inception Report	Detailed methodology, workplan, stakeholder mapping and refined approach to the assignment	9 days
3	Check-in meetings	The Consultant will join fortnightly 30-minute check-ins with the ENABEL and DNFC teams to ensure alignment and promptly address any issues.	Continuous
4	Diagnostic Assessment Report	Assessment of institutional, regulatory and market readiness, including key gaps and opportunities. Interviews with key local stakeholders will be needed to strengthen the assessment.	15 days
5	Benchmarking Report and presentation	The Consultant will develop a detailed comparative analysis of regional and international taxonomy frameworks and lessons for Mozambique. The Consultant will present findings from both the assessment and benchmarking reports to MPD and Central Bank team for review and final approval by Enabel.	10 days
6	Exchange Mission Report	The Consultant, in coordination with MPD and Enabel will plan and organize in coordination an exchange visit to Brazil for experience sharing on good practices around the development of the its Taxonomy. A summary of key insights, lessons learned and implications for Mozambique following the exchange visit will be presented to MPD upon return through a post-visit report.	10 days
7	Draft Implementation Roadmap	The Consultant will produce a draft phased roadmap including design considerations, governance, sequencing and stakeholder inputs which will be presented to key stakeholders for input.	10 days
8	Final Implementation Roadmap	Based on all previous deliverables and international best practice, the consultant will elaborate and submit a final validated roadmap incorporating feedback from stakeholders and Enabel/DNFC. The report will be presented to stakeholders in a half-day workshop.	9 days

## 6. CONSULTANCY PROFILE

### Consultant's Profile

Individual consultants may participate by complying with all the requirements mentioned below.

The team of consultants must meet the following prerequisites:

- A minimum of a master's degree in economics, finance, public policy, international relations, or related discipline. Additional training or certifications in sustainable finance or development finance are an asset.
- At least 7 years of relevant professional experience in sustainable finance, climate finance, financial sector development, or related areas.
- Demonstrated experience in the design, development or advisory of sustainable finance frameworks, such as taxonomies, green finance strategies, climate finance frameworks, ESG disclosure systems, or similar instruments, preferably in developing or emerging economies.
- Strong understanding of financial systems and public policy, including experience working with ministries of finance, planning, central banks or financial regulators on aligning financial flows with climate and development objectives.
- Experience conducting analytical assessments and developing policy or strategic roadmaps, including institutional, regulatory and market diagnostics.
- Experience facilitating multi-stakeholder consultations and technical workshops, engaging both public and private sector actors and a proven experience in international benchmarking and policy analysis, with the ability to translate global and regional best practices into country-specific recommendations
- Demonstrated ability to produce high-quality analytical and policy-oriented deliverables within tight timelines.
- Proficiency in Portuguese by at least one team member and English is required.

### 6. SELECTION CRITERIA

Criterion	Verification Question	Answer (Yes/No)
Education	At least one team member has a Master in economics, finance, public policy, international relations, or a closely related discipline	<input type="checkbox"/> Yes <input type="checkbox"/> No
Professional experience	At least 7 years of relevant experience in sustainable finance, climate finance, financial sector development	<input type="checkbox"/> Yes <input type="checkbox"/> No
Experience with similar assignments	The lead expert should have demonstrated experience in developing sustainable Taxonomies, in the last 5 years	<input type="checkbox"/> Yes <input type="checkbox"/> No
Experience with policy analysis	Experience conducting analytical assessments and developing policy or implementation roadmaps for governments or financial institutions	<input type="checkbox"/> Yes <input type="checkbox"/> No
Language Fluency	Are you or one of the members of your team fluent in Portuguese (written and spoken) at a professional working level, including to be able to facilitate stakeholder consultations, workshops or multi-institutional processes	<input type="checkbox"/> Yes <input type="checkbox"/> No

## 7. BIDDING

### 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.

### Evaluation and awarding criteria

Criteria	Score
<p>Methodology – <i>the tenderer has to describe in a note of maximum 5 pages the methodology that it will use to implement all the services set in the ToR – section 5</i></p> <p>Key point of evaluation (non-exhaustive):</p> <ul style="list-style-type: none"> <li>• Clarity of methodology (10)</li> <li>• Understanding of the assignment (10)</li> <li>• Realism and feasibility of the methodology to achieve (5)</li> <li>• Adaptation to local context (10)</li> <li>• Mitigation risk plan (5)</li> </ul>	40
<p>Work plan - <i>the tenderer has to describe in a note of maximum 3 pages the workplan that he will follow to implement all the services set in the ToR – section 5</i></p> <p>Key point of evaluation:</p> <ul style="list-style-type: none"> <li>• Realism and sequencing of activities within the proposed timeline (15)</li> <li>• Relevance of resource allocation, team experience, management arrangements, including a staff replacement plan (10)</li> <li>• Stakeholder engagement plan (10)</li> </ul>	30
Price – application of the rule of three	30
<b>TOTAL</b>	<b>100</b>

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.
- International and local travel, insurance, visas, communication expenses.
- Per diems and accommodation costs.
- Administrative and secretarial costs.
- The cost of documentation related to the services and possibly required by the contracting authority.
- The production and delivery of documents or pieces related to the execution of the services.
- Reception costs.
- All expenses, personnel costs, and material costs necessary for the execution of this contract.

- Remuneration as copyright fees.
- Purchase or rental from third parties of services necessary for the execution of the contract.
- 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.

**All workshop expenses will be covered by ENABEL.**

#### **8. Additional section: PAYMENTS AND INSTALLMENTS**

Payment installments will follow the following arrangements:

- a. A total of 30% payment will be made after submission of deliverables 1 to 4 (until the submission of Diagnostic Assessment Report and approval from Enabel).
- b. A total of 40% payment will be made after submission of deliverables 5 and 6 (until the submission of Exchange Mission Report and approval from Enabel).
- c. A total of 30% payment will be made after submission of deliverables 7 and 8 (until the submission of Final Implementation Roadmap and approval from Enabel).

## 6 SELECTION FILE

### TECHNICAL AND PROFESSIONAL APTITUDE

#### 1. SUBCONTRACTING

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

#### 2. OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) List of subcontractors (see clause 2 of chapter 8 Forms);
- (c) Tender form - Prices (clause 3 of chapter 8 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
- (e) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
- (f) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- (g) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
- (h) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (i) 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);
- (j) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

1. IDENTIFICATION FORM



**Identification form Natural person**

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

REGISTRATION NUMBER (if applicable)	
VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE <i>DD MM YYYY</i>	SIGNATURE



## Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

### PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> <li>- FOR PROFIT</li> <li>- NOT FOR PROFIT</li> <li>- NGO</li> </ul>
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i>	

Country	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE



## Identification form Public actor - entity

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	

ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

## Financial Identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME <sup>2</sup>	
IBAN/ACCOUNT NUMBER <sup>3</sup>	
NIB	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

<sup>2</sup> 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.

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

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

### **Integrity statement**

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

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

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank. █
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash. █

- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel. █
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. █

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

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

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

Place, date



### 3. TENDER FORM - PRICES

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

Item	Type	Unit	Quantity	Unit price	Total price	VAT
Total price VAT excluded						€
Total price VAT included						€

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

#### 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.**

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