



TENDER SPECIFICATIONS

Public service contract for “**MOZ23002-10027-Development of the Legal and Regulatory Framework for the National Enhanced Transparency Framework (ETF)**”

Reference №: **MOZ23002-10027**

Country: **Mozambique**

Negotiated Procedure without Prior
Publication

<i>Deadline for requesting clarifications:</i>	12 November 2026 at 12:00 PM (Central African Time, UTC+2)
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<i>Deadline for submission of tenders:</i>	18 November 2026 at 12:00 PM (Central African Time, UTC+2)
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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

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

Name	Position
Adrian TAS	Country Director

- 1.4. **Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be located in Mozambique and applicable tax legislation is legislation of Mozambique. For more information on this tax regime, you can contact Contract Service Center CSC, (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

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

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

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

3. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of: Development of the Legal and Regulatory Framework for the National Enhanced Transparency Framework (ETF).

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 90 (ninety) calendar days.
- 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 platform:

- (a) Website of Enabel (www.enabel.be)
- (b) Local Newspaper.

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

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Contract Service Center CSC

moz_csc_contracts@enabel.be

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

3.2. Requesting clarifications

Prospective tenderers have until the **12 November 2026**, inclusive, to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (moz_csc_contracts@enabel.be) and will be answered in the order received.

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

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

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

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

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his

coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

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

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
 - (a) English.
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (clause 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 16);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) Updated Certification of Registration;
 - (e) The document certifying that the tenderer is in order with payment of social contributions;
 - (f) The document certifying that the tenderer is in order with the payment of taxes;
 - (g) An extract from the criminal record or an equally valid document issued by the competent judicial or administrative authority in the country of origin for the entity only or for its director(s).

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

- 5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association;
 - (e) Updated Certification of Registration;
 - (f) The document certifying that the tenderer is in order with payment of social contributions;
 - (g) The document certifying that the tenderer is in order with the payment of taxes;
 - (h) An extract from the criminal record or an equally valid document issued by the competent judicial or administrative authority in the country of origin for the entity only or for its director(s).
- 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) 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. Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.

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

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

- 9.3. The tenderer submits their tender as follows:

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

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

Tender: **MOZ23002-10027-Development of the Legal and Regulatory Framework for the National Enhanced Transparency Framework (ETF)**

- 9.4. The tender must be submitted before **18 November 2026, 12 PM (Central African Time, UTC+2)**.

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

tendersmoz@enabel.be

10. TENDER SIGNATURE

- 10.1. The tender and all accompanying documents must be numbered and signed by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.

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

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Tenders must be in the possession of the contracting authority before **18 November 2026 at 12:00 PM (Central African Time, UTC+2)**.

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

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 16). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 16) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. SELECTION CRITERIA

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

16. AWARD CRITERIA

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

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Methodology	20%	The tenderer shall demonstrate a clear understanding of the assignment and objectives, and present a robust and coherent methodology adapted to Mozambique's institutional, legal, and administrative context, taking into account the multi-institutional nature of the ETF and relevant stakeholders, as described in the ToR - Section 5.
Work Plan	20%	The tenderer shall describe, in a note of maximum three (3) pages, the proposed work plan, including the sequencing of activities, consistency with the methodology and level of effort, and the timely delivery of all outputs within the timeframe established in the ToR - Section 5.
Consultants Experience	30%	The tenderer's proposed consultant(s) will be evaluated based on the relevance and depth of their experience in relation to the assignment requirements described in the ToR (Section 5).
Price	30%	Application of the rule of three

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

17. AWARDING THE PUBLIC CONTRACT

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

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

18. CONCLUDING THE CONTRACT

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

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

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

- (a) These tender specifications and their annexes;
- (b) The approved BAFO and all of its annexes;
- (c) The registered letter notifying the award decision;
- (d) Any later documents accepted and signed by both parties, as appropriate.

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

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract will be assigned in the award notification. The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

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

contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for the tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

6.2. Processing of personal data by the service provider

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

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

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

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

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

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public 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 calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;

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

13. UNFORESEEABLE CIRCUMSTANCES

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

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

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

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

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

SECTION (F) - PERFORMANCE MODALITIES

16. ORDER FORMS (ART. 146)

17. DEADLINES AND TERMS (ART. 147)

- 1.2. The service provider must complete the services within 90 (ninety) calendar days, starting from **the day after the date of kick off meeting**.

18. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address: The service provider's own domicile (home-based), with missions to Maputo, Mozambique, for the validation sessions and consultations described in Section 8 of the Terms of Reference. clause 3 of chapter 5 Terms of Reference.

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.
- 18.5. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **invoice.moz@enabel.be**.
- 1.1. Payment will be made in accordance with one of the following arrangements: milestones
- 1.2. Each progress report must include:
 - (a) Total quantities to be achieved as per the initial measurements.

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.

5 TERMS OF REFERENCE



DEVELOPMENT OF LEGAL AND REGULATORY FRAMEWORK FOR THE NATIONAL ENHANCED TRANSPARENCY FRAMEWORK (ETF)

1. INTRODUCTION

Enabel Mozambique, within the framework of its cooperation with the Government of Mozambique and the European Union, is implementing a programme aimed at strengthening national climate governance and ensuring compliance with international transparency obligations under the Paris Agreement to the United Nations Framework Convention on Climate Change (UNFCCC). A core element of this effort is the establishment of a National Enhanced Transparency Framework (ETF), as required under Article 13 of the Paris Agreement.

The Enhanced Transparency Framework constitutes one of the most consequential governance reforms under the international climate regime. It requires Parties to establish national systems capable of producing transparent, accurate, complete, consistent, and comparable information on greenhouse gas emissions, mitigation actions, adaptation efforts, and climate finance, subject to international technical expert review. The ETF therefore represents not merely a reporting obligation, but a central function of the State, underpinning accountability, policy coherence, and international credibility.

International best practice demonstrates that ETF systems are effective and sustainable only when they are underpinned by a clear, binding, and coherent legal and institutional framework. Countries that rely on policy instruments, project-based arrangements, or informal coordination mechanisms consistently face challenges related to fragmented reporting, voluntary data provision, weak quality assurance, and limited institutional accountability.

In Mozambique, climate-related reporting and coordination functions have evolved primarily through strategies, policies, and administrative arrangements. While these instruments have enabled important progress, they do not provide a sufficient legal basis to ensure mandatory data provision across sectors and administrative levels, enforceable inter-institutional coordination, or durable accountability mechanisms. As a result, climate transparency functions remain vulnerable to institutional fragmentation, inconsistent reporting practices, and dependency on externally funded initiatives.

The absence of a legally anchored ETF system has concrete and systemic implications. It compromises:

- The consistency, completeness, and comparability of national climate reporting.
- The traceability and transparency of climate finance flows.
- The robustness of quality assurance and verification processes.
- Mozambique's credibility under international ETF technical expert reviews.
- The country's ability to demonstrate progress towards its Nationally Determined Contribution (NDC);
- Confidence among international partners and climate finance institutions.

These constraints are particularly acute in the Mozambican context, given the multi-sectoral nature of climate action, the decentralised administrative structure, and the country's reliance on external climate finance. Without a legally mandated ETF, reporting obligations remain largely voluntary, institutional roles remain insufficiently defined, and accountability mechanisms remain weak.

Recognising this structural gap, the current programme identifies the development of the ETF legal and institutional framework as a foundational and first-order intervention. Establishing this framework is a necessary precondition for the effective implementation, sustainability, and credibility of all subsequent technical, institutional, and capacity-building activities related to the ETF. It is through this legal anchoring that climate transparency can be transformed from a project-driven function into a permanent, enforceable, and nationally owned system, aligned with international best practice and Mozambique's long-term governance objectives.

2. JUSTIFICATION AND OBJECTIVES

The absence of a dedicated, comprehensive, and legally binding framework for the Enhanced Transparency Framework (ETF) significantly compromises Mozambique's ability to implement climate transparency in a consistent, effective, and sustainable manner. At present, climate-related reporting, data sharing, and coordination functions are carried out through a combination of policies, strategies, project-based arrangements, and informal inter-institutional cooperation mechanisms. While these arrangements have enabled progress, they lack the legal force and institutional coherence required to ensure uniform application across sectors and administrative levels.

In practice, the absence of a structured ETF legal framework has resulted in:

- Fragmented reporting arrangements across institutions and sectors.
- Reliance on voluntary or ad hoc data provision rather than enforceable obligations.
- Inconsistent methodologies, timelines, and data quality standards.
- Weak accountability and limited clarity on institutional roles and responsibilities.
- Insufficient integration of climate transparency into national statistical, planning, and public financial management systems.

International best practice under the Enhanced Transparency Framework of the Paris Agreement demonstrates that effective and credible transparency systems must be underpinned by formal legal instruments that establish clear mandates, binding reporting obligations, coordination mechanisms, and compliance provisions. Without such a framework, transparency systems remain vulnerable to

institutional discontinuity, changes in political or administrative priorities, and dependency on external project support.

For Mozambique, these limitations directly affect the country's ability to:

- Meet its international reporting obligations in a timely and credible manner.
- Demonstrate progress towards its Nationally Determined Contribution (NDC);
- Ensure traceability and transparency of climate finance flows.
- Maintain credibility under international technical expert review processes.
- Strengthen confidence among international partners and climate finance institutions.

The development of a robust ETF legal and institutional framework is therefore essential to transform climate transparency from a fragmented, project-driven function into a permanent, mandatory, and nationally owned governance system. Establishing such a framework will strengthen institutional accountability, improve data quality and consistency, and align Mozambique's transparency arrangements with international standards, thereby reinforcing the country's position in international climate processes and its access to climate finance.

Overall Objective

To develop a comprehensive legal and institutional framework for Mozambique's National Enhanced Transparency Framework (ETF), consolidating mandates, procedures, and governance arrangements in line with international best practices, and ensuring transparency, accountability, and compliance with the requirements of the Paris Agreement.

Specific Objectives

- To establish, through appropriate legal instruments, the ETF as a mandatory national system anchored within Mozambique's legal order.
- To define clear and binding institutional roles, responsibilities, and coordination mechanisms for ETF implementation across ministries, agencies, and subnational authorities.
- To establish enforceable legal obligations for the production, validation, submission, and disclosure of climate-related data and information.
- To introduce legal provisions for quality assurance, oversight, compliance, and proportionate enforcement.
- To ensure harmonisation of the ETF framework with existing environmental, statistical, decentralisation, and public financial management legislation.
- To align Mozambique's climate transparency system with international best practices, including evolving requirements under the Enhanced Transparency Framework of the Paris Agreement.

3. METHODOLOGY

The consultancy will be implemented over a total duration of ninety (90) calendar days (corresponding to 60 man-days of consultant input, see Section 8), using a structured, legally rigorous, and consultative

methodology. The approach is designed to ensure that the resulting ETF legal and regulatory framework is technically sound, legally enforceable, institutionally realistic, and fully aligned with international best practice and national legal requirements.

The methodology is organised into three interlinked phases, with clear outputs and validation points.

Phase I – Legal Diagnostic, Scoping, and Institutional Mapping

Duration: Days 1–30

This phase establishes the analytical and legal foundation for the assignment.

Key activities:

- Comprehensive review of programme documentation, including objectives, scope, and expected ETF functions.
- Legal analysis of Mozambique’s existing constitutional, administrative, environmental, statistical, decentralisation, and public financial management frameworks relevant to ETF implementation.
- Mapping of institutional mandates, reporting obligations, and coordination mechanisms across key ministries, agencies, and subnational entities.
- Identification of legal gaps, overlaps, and risks affecting ETF governance, enforceability, and sustainability.
-
- Targeted reference to relevant ETF legal frameworks in peer countries, used only where it informs the drafting, with no separate comparative research exercise.
- Targeted technical consultations with key national institutions to validate institutional realities and constraints.

Deliverable:

- **Legal Diagnostic and Scoping Report, including:**
 - Institutional mapping matrix (institutions, mandates, ETF-related responsibilities and legal basis).
 - Identification of legal gaps and risks, presented as a gap analysis matrix with a short narrative.
 - Proposed legal architecture and drafting roadmap, with the sequence of instruments and indicative timeline.

Phase II – Drafting of the Legal and Regulatory Framework

Duration: Days 31–65

This phase focuses on the development of the ETF legal instruments, translating analytical findings into enforceable legal provisions.

Key activities:

- **Drafting of the primary legal instrument establishing the National Enhanced Transparency Framework (law or decree-law), including:**

- Legal status and scope of the ETF;
- Governance and inter-institutional coordination arrangements.
- Mandatory reporting and data governance obligations.
- Quality assurance, oversight, and compliance provisions.
- **Drafting of secondary and subordinate instruments, including:**
 -
 - Implementing regulations, limited to an outline of scope, delegated powers and indicative content aligned with the enabling provisions of the primary instrument. Full drafting follows its adoption and falls outside the scope of this assignment.
 - Institutional mandates and reporting procedures.
 - Standardised coordination and data-sharing arrangements.
- **Integration of legal provisions for:**
 - Climate finance transparency and linkage with public financial management systems.
 - Alignment with national statistical systems and audit functions.
 - Legal adaptability to future international requirements.
- **Internal consistency checks to ensure coherence with existing national legislation and administrative practice.**

Deliverable:

- **Draft Legal and Regulatory Framework for the ETF**, including:
 - Draft primary legal instrument.
 - Outline of implementing regulations and draft annexes.
 - Legal harmonisation notes.

Phase III – Validation, Refinement, and Finalisation

Duration: Days 66–90

This phase ensures institutional ownership, legal robustness, and readiness for formal adoption.

Key activities:

- Presentation of draft legal instruments to relevant institutions for technical validation.
- Facilitation of focused validation sessions to collect structured feedback. Institutions have 10 working days to submit written comments, and comments received after that period do not delay finalisation.
- Integration of institutional comments and legal refinements.
- Final legal quality assurance, ensuring clarity, enforceability, and internal coherence.
- Preparation of an explanatory memorandum and adoption recommendations to support governmental approval. Formal adoption by the Government falls outside the consultant's scope.

Deliverables:

- Final validated ETF Legal and Regulatory Framework.

- Explanatory Memorandum with adoption recommendations.
- Stakeholder comment-response matrix recording how each institutional comment was addressed.

Cross-Cutting Methodological Principles

Throughout all phases, the consultancy will apply the following principles:

- Legal enforceability: ensuring all provisions are precise, operational, and legally binding.
- Institutional realism: aligning legal design with Mozambique's administrative structures and capacities.
- International compliance: full alignment with Article 13 of the Paris Agreement and ETF Modalities, Procedures, and Guidelines.
- Participatory validation: structured engagement with key institutions to strengthen ownership and implementation readiness.
- Futureproofing: embedding legal flexibility to accommodate evolving UNFCCC requirements and methodological advances.

4. PROFILE OF THE CONSULTANT

The assignment requires a senior legal expert with demonstrated experience in legal drafting, institutional reform, and climate governance.

The consultant shall meet the following minimum qualifications:

- Advanced university degree (Master's or higher) in Law, Environmental Law, Public Policy, Climate Policy, or a closely related discipline.
- At least 10 years of proven professional experience in:
 - Legal drafting and regulatory development.
 - Institutional and governance framework design within the public sector.
- Demonstrated experience in climate change governance, environmental law, transparency systems, or related international regimes.
- Proven knowledge of international climate frameworks, including the UNFCCC, the Paris Agreement, and the Enhanced Transparency Framework (ETF).
- Experience working on donor-funded programmes and with international development partners (e.g. EU, UN agencies, multilateral climate funds).
- Prior experience advising government institutions on legal or regulatory frameworks.
- Excellent legal drafting and analytical skills in English (evidenced by the legal drafting assignments listed in the CV);

Desirable Qualifications (Non mandatory):

- Experience in Mozambique or comparable legal and administrative contexts is a strong asset.

- Working proficiency in Portuguese is highly desirable.

5. PAYMENT STRUCTURE

Deliverable	% of Payment
Legal Diagnostic and Scoping Report (Phase I)	25%
Draft Legal and Regulatory Framework for the ETF (Phase II)	35%
Final Validated Legal and Regulatory Framework (Phase III)	40%

6. REQUIRED DOCUMENTS

Interested consultants or firms shall submit the following documents:

- A technical proposal, including:
 - Understanding of the assignment.
 - Proposed methodology.
 - Detailed work plan aligned with the 90-day consultancy.
- A financial proposal (fixed price, excluding VAT).
- Curriculum Vitae (CV) of the proposed expert(s), highlighting relevant experience.

Examples of previous similar legal or regulatory assignments : assignments completed within the last five (5) years, in one or more of: climate governance and institutional design; environmental/climate change law and regulatory drafting; or MRV/Transparency systems and related public-policy frameworks. Each assignment should indicate the country and institutional context.

7. SELECTION CRITERIA

Criteria	Pass/Fail
<p>Annual Turnover: The tenderer must demonstrate an average annual turnover of at least EUR 21,000 over the last two (2) financial years.</p> <p>As evidence of financial capacity, the tenderer shall submit the approved financial statements or bank statements for the last two financial years. Alternatively, the tenderer may provide another appropriate supporting document, such as a statement of the enterprise's assets and liabilities.</p>	<p>Pass: the evidence submitted shows an average annual turnover of at least EUR 21,000 over the last two financial years. Fail: the average is below this amount, or no evidence is provided.</p>

8. AWARD CRITERIA

Weight	Criterion: Methodology / Work Plan / Consultant's CV
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20%	The proposed methodology will be assessed based on its clarity, robustness, and relevance to the assignment.	
	Key evaluation elements (non-exhaustive):	
	Sub-criterion	Max points
	Clear understanding of the objectives and scope of the consultancy	5
	Soundness and coherence of the proposed methodological approach	4
	Demonstrated ability of the methodology to deliver legally robust and adoption-ready outputs within the 90-day timeframe	4
	Adaptation of the approach to the Mozambican institutional, legal and administrative context	4
	Consideration of the multi-institutional nature of the ETF and the diversity of stakeholders involved	3
	Total	20
Each sub-criterion is scored as follows: fully addressed = 100% of the maximum points; largely addressed = 75%; partly addressed = 50%; not addressed or inadequate = 0.		
20%	The work plan will be evaluated on its realism, sequencing, and alignment with the proposed methodology.	
	Key evaluation elements (non-exhaustive):	
	Sub-criterion	Max points
	Logical sequencing of activities across the three phases of the consultancy	5
	Consistency between the work plan, methodology and proposed level of effort	5
	Feasibility of completing all deliverables within the stipulated timeframe	5
	Demonstrated capacity to achieve high-quality legal outputs within the proposed schedule	5

	Total	20		
	Each sub-criterion is scored as follows: fully addressed = 100% of the maximum points; largely addressed = 75%; partly addressed = 50%; not addressed or inadequate = 0. The work plan shall be presented in a concise narrative of no more than three (3) pages			
30%	CV and Relevant Experience Weight: 30% The qualifications and experience of the proposed consultant(s) will be assessed based on their relevance to the assignment. Key evaluation elements (non-exhaustive):			
	Sub-criterion	Evidence assessed	Scoring	Max points
	Proven professional experience in: -Legal drafting and regulatory development or -Institutional and governance framework design within the public sector.	Relevant years of proven professional experience	10 years = 0, 11 years = 3, 12 years = 6, 13 or more years = 8	8
	Demonstrated experience in -Climate change governance -Environmental law; -Transparency systems; -or related international regimes.	Assignments completed within the last 5 years, distinct from those counted above	1 assignment = 0, 2 assignments = 4, 3 or more assignments = 8	8
	Proven knowledge of international climate frameworks, including the UNFCCC, the Paris Agreement, and the Enhanced Transparency Framework (ETF).	Assignments shown in the CV	1 assignment = 0, 2 assignments = 2, 3 or more assignments = 4	4
	Experience working on donor-funded programmes and with international development partners (e.g. EU, UN agencies, multilateral climate funds).	Assignments shown in the CV	1 assignment = 0, 2 assignments = 2, 3 or more assignments = 4	4
	Experience in Mozambique or comparable legal and	Assignments shown in the	1 assignment = 0, 2 assignments = 2,	3

	administrative contexts	CV	3 or more assignments = 3	
	Excellent legal drafting and analytical skills in English	Evidence from CV and professional experience	1 assignment = 0, 2 assignments = 1, 3 or more assignments = 2	2
	Working proficiency in Portuguese.	Evidence from CV and professional experience	Yes = 1, No = 0	1
	Total			30
	<i>Note:</i> To be considered, submitted CVs must meet the minimum requirements outlined in Section 4, Profile of the Consultant .			

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.

9. INDICATIVE LEVEL OF EFFORT

Estimation man/days:

Phase	Home-based	Field work	TOTAL
Phase I	15	10	25
Phase II	25	0	25
Phase III	5	5	10
TOTAL	45	15	60

The above man-days are indicative only, and the tenderer shall carry out all services and deliverables described (and specified in its proposal) for a fixed price. Please refer to Section 6, "Price Form".

10. BUDGET

Cost Coverage

The consultant shall include in the unit and total prices all costs and charges normally incurred in the performance of the services, except VAT. These include, but are not limited to:

- Professional fees and honoraria.
- Local transport, insurance, visas, and communication expenses.
- Per diems and accommodation costs.
- Administrative, secretarial, and overhead costs.
- Costs related to documentation, legal drafting, and reporting.
- Production, reproduction, and delivery of all outputs and annexes.
- Costs related to meetings, consultations, and stakeholder engagement.
- All personnel, material, and operational costs required for execution of the contract.
- Intellectual property, copyright, and authorship-related fees.
- Costs related to third-party services required for the assignment.
- Communication costs, including internet and telecommunications.

Excluded Costs and Reimbursements

- International air travel shall be reimbursed by Enabel, subject to prior written approval and upon submission of supporting documentation. These costs shall not be included in the fixed-price financial proposal.
- All reimbursable expenses must be supported by valid documentation and approved in advance by Enabel; otherwise, they shall not be reimbursed.
- All workshop-related costs shall be covered directly by Enabel.

11. PAYMENT INSTALLMENTS

Payments shall be made upon satisfactory completion and formal approval of deliverables, according to the following schedule:

- a) 25% upon submission and approval of Phase I deliverables;
- b) 35% upon submission and approval of Phase II deliverables;
- c) 40% upon submission and approval of Phase III deliverables.

All payments are subject to Enable's internal validation procedures and formal acceptance of deliverables.

12. INSTITUTIONAL SUPPORT

Enabel, in coordination with relevant national institutions, shall provide the consultant with:

- Access to relevant legal, policy, and programme documentation.
- Facilitation of meetings and consultations with key stakeholders.
- Logistical and coordination support necessary for the effective execution of the assignment.

The consultant shall remain fully responsible for the technical execution of the assignment and the quality of all deliverables.

13. ETHICAL CONSIDERATIONS AND COMPLIANCE

The consultant shall adhere to the highest standards of **professional integrity, independence, and confidentiality** throughout the assignment.

In particular, the consultant shall:

- Comply with Enabel's policies on ethics, integrity, and prevention of conflicts of interest.
- Ensure confidentiality of all information obtained during the assignment unless otherwise authorised.
- Comply with applicable fiduciary, transparency, and accountability requirements associated with EU-funded actions and climate governance support.

Failure to comply with these requirements may result in termination of the contract.

6 SELECTION FILE

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

3. Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
4. List of subcontractors (see clause 2 of chapter 8 Forms);
5. Tender form - Prices (clause 3 of chapter 8 Forms)
6. The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
7. Financial Identification Form (see clause 5 of chapter 8 Forms);
8. Integrity Statement (see clause 6 of chapter 8 Forms);
9. All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
10. All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
11. The statutes and any other document required to establish the power of attorney of the signer(s) ;
12. Updated Certification of Registration;
13. The document certifying that the tenderer is in order with payment of social contributions;
14. The document certifying that the tenderer is in order with the payment of taxes.

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

15. Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 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;
16. A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
17. The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
18. Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

8 FORMS

1. IDENTIFICATION FORM



Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

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

Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> - FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	



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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

2. LIST OF SUBCONTRACTORS

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

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

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

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

3. TENDER FORM - PRICES

The prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight. 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
Phase I : Legal Diagnostic, Scoping, and Institutional Mapping (25%)	Lump-sum price	Un	1	€	€	%
Phase II : Drafting of the Legal and Regulatory Framework (35%)	Lump-sum price	Un	1	€	€	%
Phase III : Validation, Refinement, and Finalisation (40%)	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



Financial Identification Form

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

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

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

² This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

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

6. INTEGRITY STATEMENT



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