



Tender Specifications

Services procurement contract MOZ22005-10138

For calculating fNRB (Fraction of Non-Renewable Biomass) for Mozambique

Table of contents

1	General provisions	5
1.1	Derogations from the General Implementing Rules	5
1.2	Contracting authority	5
1.3	Institutional framework of Enabel	5
1.4	Rules governing the procurement contract	6
1.5	Definitions	6
1.6	Processing of personal data by the contracting authority and confidentiality	8
1.6.1	Processing of personal data by the contracting authority	8
1.6.2	Confidentiality	8
1.7	Deontological obligations	8
1.8	Applicable law and competent courts	9
2	Object and scope of the procurement contract	10
2.1	Type of procurement contract	10
2.2	Subject-matter of the procurement contract	10
2.3	TRANCHES	10
2.4	Quantity	10
2.5	Duration of the procurement contract	10
3	Subject-matter and scope of the procurement contract	11
3.1	Award procedure	11
3.2	Semi-official notification	11
3.3	Information	11
3.3.1	Data to be included in the tender	11
3.3.2	Determination of prices	12
	Elements included in the price	12
3.3.3	Method and deadline for submitting an offer	12
3.3.4	Change or withdrawal of a tender that has already been submitted	13
3.4	Selection of tenderers	14
3.4.1	Exclusion grounds	14
3.4.2	Selection criteria	14
3.5	Award criteria	15
3.6	Possibility of negotiation	16
	Enabel reserves the right to negotiate the content of the offers with the tenderers within the limits authorized by law.	16
3.7	Final score	16
3.8	Awarding the procurement contract	16

3.8.1	Concluding the procurement contract	16
4	Special contractual provisions	17
4.1	Managing official (Art. 11).....	17
4.2	Subcontractors (Art. 12 to 15).....	17
4.3	Confidentiality (art. 18).....	18
4.4	Protection of personal data	18
4.4.1	Processing of personal data by the contracting authority	18
4.4.2	PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR	18
4.5	Intellectual property (Art. 19 to 23).....	19
4.6	Performance bond (Art. 25 to 33).....	19
4.7	Conformity of performance (Art. 34)	20
4.8	Changes to the procurement contract (Art. 37 to 38/19).....	20
4.8.1	Replacement of the contractor (Art. 38/3).....	20
4.8.2	Adjusting the prices (Art. 38/7)	20
4.8.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12).....	20
4.8.4	Unforeseen circumstances	20
4.9	Preliminary technical acceptance (Art. 42)	21
4.10	Performance modalities (Art. 146 et seq.)	21
4.10.1	Deadlines and terms (Art. 147).....	21
4.10.2	Place where the services must be performed and formalities (Art. 149)	21
4.11	Inspection of the services (Art. 150)	21
4.12	Liability of the service provider (Art. 152-153).....	21
4.13	Zero tolerance Sexual exploitation and abuse.....	21
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155).....	21
4.14.1	Failure of performance (Art. 44)	22
4.14.2	Fines for delay (Art. 46 and 154).....	22
4.14.3	Measures as of right (Art. 47 and 155).....	22
4.15	End of the procurement contract	23
4.15.1	Acceptance of the services performed (Art. 64-65 and 156).....	23
4.16	Invoicing and payment of services (Art. 66 to 72 – 160)	23
4.17	Litigation (Art. 73)	24
5	Terms of Reference	24
5.1	Subject of the tender	24
5.2	Key Assignments	24
5.3	Objectives	26
5.4	Deliverables.....	27

Kick-Off meeting	27
Inception report.....	27
Draft report.....	28
Final report	28
Additional conditions	29
5.5 Methodology	29
5.6 Indicative quantities	33
6 Forms.....	34
Legal person entity private/public legal body.....	34
Financial identification	35
6.1 Declaration on honour – exclusion criteria	36
6.2 Integrity statement for the tenderers	38
6.3 Power of attorney	39
6.4 Certification of registration and / or legal status.....	39
6.5 Certification of clearance with regards to the payments of social security contributions	39
6.6 Certification of clearance with regards to the payments of applicable taxes	39
6.7 References of similar services.....	39
6.8 Financial offer & tender form	2
Signature:	2

1 General provisions

1.1 Derogations from the General Implementing Rules

Chapter ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

1.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, a 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). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the 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 the realisation of its objectives.

For this procurement contract, Enabel is represented by the Mozambican Enabel Representation who is mandated to represent the company towards third parties.

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, was published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁴ on Freedom of Association (C. n°87), the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and Discrimination in Respect of Employment (C. n°100

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

⁴ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regard to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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 (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data ;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct, and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

The contractor/ service provider: The tenderer to whom the procurement contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;

The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications, including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 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 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.

1.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations with respect to the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy seriously. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>.

1.7 Deontological obligations

1.7.1. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

1.7.2. For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against the beneficiary country's political, cultural or religious customs. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and the abolition of child labour.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the

beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse, and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

1.7.5. Moreover, to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden for the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.7.6. The contractor of the procurement contract 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 site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption, risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law and competent courts

The procurement contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Object and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract.

2.2 Subject-matter of the procurement contract

This services procurement contract MOZ22005-10138 consists of “Calculating FNRB (Fraction of Non-Renewable Biomass)” for Mozambique

2.3 TRANCHES

This tender consists of two (2) **TRANCHES**:

FIXED TRANCHE

Phase I, as described in the ToR section 5.

CONDITIONAL TRANCHE

Phases II, III and IV as described in the ToR section 5.

The tenderer must submit proposal for both **TRANCHES**.

It should be noted that the award of the conditional **TRANCHE** will depend on completion and the achieved results of the **FIXED TRANCHE**, and hence the **CONDITIONAL TRANCHE** would only begin after the completion of the **FIXED TRANCHE** to the satisfaction of the client.

2.4 Quantity

The estimated quantities are set in part 5, “Term of references”, at point 5.7, page 31. The tenderer's attention is drawn to the fact that the "man/days" quantities mentioned in the Terms of References are given as an indication and that the tenderer will be required to carry out all the services and deliverables described in section 5 for the **FIXED** and the **CONDITIONAL TRANCHES** (and as specified in its tender) for a lump sum price - see “Price form” in section 6.

2.5 Duration of the procurement contract

The period of implementation for **FIXED TRANCHE** is 3 months after awarding notification.

The implementation period for the **CONDITIONAL TRANCHE** is 6.5 months, starting after completion of the **FIXED TRANCHE** and award of the **CONDITIONAL TRANCHE**.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2 Semi-official notification

This procurement contract is published on the Enabel website (www.enabel.be). The publication of these tender specifications on the Enabel website constitutes an invitation to submit an offer to anyone who becomes aware of it.

3.3 Information

The awarding of this procurement contract is coordinated by Carmindo Penina - Public Procurement Officer of Enabel in Mozambique. Throughout this procedure, all contacts between the contracting authority and the (prospective) tenderers regarding this procurement contract will exclusively be made through this service / this person. (Prospective) Tenderers are prohibited from contacting the contracting authority in any other way regarding this contract unless otherwise stipulated in these Tender Specifications.

Until 6 days before the latest date to submit the bid, candidate-tenderers may ask questions about these Tender Specifications and the procurement. Questions will be in writing to lidia.uamusse@enabel.be and carmindo.penina@enabel.be cc tendersmoz@enabel.be and they will be answered in the order received. The complete overview of the questions asked will be available at the above address.

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the Tender Specifications published on the Enabel website or 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 above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.3.1 Data to be included in the tender

The tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;
5. Power of Attorney;
6. Updated certification of registration
7. The document certifying that the tenderer is in order with the payment of social contributions;
8. The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: List of the main similar services and certificates associated.
10. Form 6.10: Financial offer & Tender form.
11. Technical offer;

The tenderer is strongly advised to use the tender forms in annex (see point 6 “Forms”). When not using this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English or Portuguese.

By submitting a tender, the tenderer automatically renounces his own general or specific sales conditions.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be disseminated by the contracting authority.

3.3.2 Determination of prices

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

This procurement contract is a lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract or each of the items of the inventory.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

Elements included in the price

The tenderer is to include in his global prices any charges and taxes generally applied to services, (withholding tax included). The value-added tax percentage must be indicated in a separate line in the Form Price – see 6.10.

The following are in particular included in the prices:

The administrative management and secretariat; Travel, transportation and insurance; Documentation pertaining to the services;

Delivery of documents or records associated with the performance;

Training required for operation;

Where applicable, the measures imposed by occupational safety and worker health legislation;

Customs and excise duties for equipment and products used.

Accommodation and any other costs related to the mission.

The consultant's accommodation and all his personal expenses.

The prices must include the WHITHOLDING Taxes applicable.

3.3.3 Method and deadline for submitting an offer

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

The offer may be submitted in **English or Portuguese**. It is NOT necessary to submit an offer in both languages.

The tender and all accompanying documents have to be numbered and signed (**original hand-written signature**) 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. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The tenderer submits his tender as follows:

- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 17/02/2025 at 12:00**.

It is submitted in a properly sealed envelope bearing the following information:
Tender **MOZ22005-10138**

It may be submitted:

- a) By courier

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

Enabel in Mozambique
Av. Kenneth Kaunda, 264
Maputo, Mozambique

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours, from 08:00 to 17:00 (Mozambican time).

NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED

Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the electronic offers are sent in due time.

Please note that the awarded tenderer will be required to send the hard copies of the complete tender.

3.3.4 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4 Selection of tenderers

3.4.1 Exclusion grounds

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 “Declaration on honour”.

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 “Forms” to the contracting authority at the latest upon contract awarding, namely the following:

1. Signed and dated **declaration of honour** form;
2. Copies of the most recent documents showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the **payment of social contributions**;
4. The document certifying that the tenderer is in order with the **payment of taxes**.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of 17 June 2016.

3.4.2 Selection criteria

Moreover, using the documents requested in the ‘Selection file’, the tenderer must prove that he is sufficiently capable, from an economic, financial, and technical point of view, to successfully perform this public procurement contract.

To be selected, the tenderer must attach the following documents to his offer:

1) References

The tenderer will join to his bid, the description of (3) similar services performed in the last five (5) years. The tenderer indicates the amount involved and, the relevant dates, and the public or private bodies on behalf of which they were carried out, showing that the tenderer has experience in performing those services (see point 6.9).

2) Proposed team to tender the contract

The tenderer will join to his bid the CVs of the proposed team members. The tenderer is free to propose the number of team members involved in the performance of the tender, but to be selected for this tender, the CVs (all together the **FIXED** and **CONDITIONAL TRANCHES**) must show at least the following minimum requirements:

- Minimum 1 CV with Master’s degree in Environmental Science, or Forestry, or Natural Resources Management, or Biomass Energy or a related field;
- At least one team member with experience in biomass resource management projects for at least five years, including sustainable management practices and industrial wood use in countries with similar characteristics to Mozambique;
- At least one team member must be proficient in Portuguese.

3.5 Award criteria

The tenderer will join to his bid a financial proposition (form 6.2) and a technical proposition where he will explain his methodology to perform the services set out in the Terms of references (section 4).

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the following criteria:

Category	Points	Points (Max 100)
Technical offer		70
Methodology		20
Methodology section of the proposal demonstrating an understanding of the TORS end ensuring effective and efficient expected results. In addition, this section needs to at least demonstrate an understanding of: <ul style="list-style-type: none"> • Current international methodologies and justification of the proposed methodology and its applicability to the Mozambican context at national and subnational (provincial, district , ecological zone) levels • Linkage of the proposed methodology and its applicability in other countries/projects with similar characteristics to Mozambique • The required data categories to calculate the fNRB and possible data sources of information • Indication of potential data gaps and proposed strategies do address the potential gaps 	10	
Presentation of a clear and detailed proposed workplan with a detailed realistic timeline aligned with the proposed methodology. Including demonstration of work loads for each team member	5	
A clear proposed stakeholder engagement and communication plan for the project, as well as, a description of the proposed main stakeholders and the engagement approach	5	
Technical Competence (Team members)		50
CVs that show different projects associated with fNRB calculations at national and subnational levels. At least 1 team member with experience with fNRB calculations involving Mozambique is encouraged.	Max 18 (6 points for each reference)	
Specific demonstrations of experience in data collection, analysis, and interpretation relevant to fNRB calculation (although not mandatory, a bidder is free to present sampling reports). Each team member must describe their specific role in the project and specific emphasis should be given to data collection, analysis and interpretation of results for the project.	Max 12 (4 points for each reference)	
Similar experiences in addressing data gaps and uncertainties related to fNRB calculations (although not mandatory, a bidder is free to present a sampling report)	Max 12	

	(4 points for each reference)	
More than 5 years experience working in/with public forestry or biomass sector in Mozambique	Max 8 (2 points for each year above minimum 5 years)	
Price Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$		30

3.6 Possibility of negotiation

Enabel reserves the right to negotiate the content of the offers with the tenderers within the limits authorized by law.

3.7 Final score

The scores for the award criteria will be added up. The procurement contract will be awarded to the tenderer 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.

3.8 Awarding the procurement contract

3.8.1 Concluding the procurement contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

So, the full contract agreement consists of a procurement contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, 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 General Implementing Rules (GIR) apply in full.

These Tender Specifications derogate from Article 26 of the GIR.

4.1 Managing official (Art. 11)

The managing official will be designate in the contract award notification.

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under The contracting authority.

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 the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of 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 (General Data Protection Regulation, GDPR).

The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, to not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 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 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.

4.4.2 PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR

During contract performance, the contractor 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 contractor 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 is confidential. The contractor 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 contractor 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).

4.5 Intellectual property (Art. 19 to 23)

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the procurement contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

4.7 Conformity of performance (Art. 34)

The works, supplies and services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

4.8 Changes to the procurement contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

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

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 will be agreed.

When activities are suspended, based on this clause, the contractor 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.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The period of implementation for these services are:

- 3 months after awarding of the **FIXED TRANCHE**, starting the day after the awarding notification
- 6.5 months after completion of the **FIXED TRANCHE** /award of the **CONDITIONAL TRANCHE**.

4.10.2 Place where the services must be performed and formalities (Art. 149)

The services will be performed at Jenoi and Low River Region

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.12 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and

control of the performance of the procurement contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the procurement contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter 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.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.14.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects found.

§2 The measures as of right are:

1° Unilateral termination of the procurement 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;

2° Performance under regie of all or part of the non-performed procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement procurement contract will be borne by the new contractor.

4.15 End of the procurement contract

4.15.1 Acceptance of the services performed (Art. 64-65 and 156)

The managing official will closely follow up the services during performance.

According to the situation, provisional acceptance is provided upon the completion of service delivery of the procurement contract and, on expiry of a warranty period, final acceptance is provided marking full completion of the procurement contract. Provisional acceptance will be established every 2 months.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

4.16 Invoicing and payment of services (Art. 66 to 72 – 160)

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) referenced with MOZ22005-10042 to the following address:

Enabel Representation

Av. Kenneth Kaunda, 264

Maputo, Mozambique

The invoice will mention:

- “Enabel, the Belgian development Agency, in Mozambique
- the name of the contract: Calculating fNRB (Fraction of Non-Renewable Biomass) for Mozambique the reference of the tender documents: “MOZ22005-10041”
- the name of the managing official: Stéphane CYTRYN

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

If necessary, state which documents. Where no other document is required, this sentence may be deleted.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

Proportional partial payments may be made in instalments (progress payments after acceptance of each phase) following a request of the contractor.

4.17 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of ‘litigation’, i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Mrs Inge Janssens

rue Haute 147

1000 Brussels Belgium

5 Terms of Reference

5.1 Subject of the tender

Calculating fNRB (Fraction of Non-Renewable Biomass) for Mozambique

5.2 Key Assignments

Enabel is the Belgian Development Agency. It executes the Belgian governmental cooperation. The Agency also implements actions for other national and international organisations. Together with its Belgian and international partners, Enabel provides solutions to address pressing global challenges - climate change, urbanisation, human

mobility, peace and security, social and economic inequalities - and to promote global citizenship. With 2,000 employees, Enabel manages some 170 projects in some twenty countries in Belgium, Africa and the Middle East.

Context

Enabel in Mozambique, through the cooperation portfolio 2023-2028, Enabel aims at consolidating the lessons learned over the past 20 years while supporting emerging themes. The €25 million portfolio aims at supporting the country in achieving its low carbon, just and inclusive development pathway and energy transition by fostering a multi-stakeholder integrated approach based on local needs, national priorities, and global trends. Climate is the underpinning theme in the portfolio, focusing on 3 public services (water, waste, energy) and fostering the dialogue on energy transition, climate resilience and working on losses and damages. Specifically, the intervention is designed around two actions:

- A multi-stakeholder project that will further develop the local experience and expertise in climate-proof public services related to access to water and energy, losses, and damages, as well as waste management and circular economy, to improve the living conditions of the local communities and feed the overarching policy dialogue.
- A study, expertise, and preparation facility that will act as a catalyst for mobilising climate finance for national priorities within the priority sectors of the main intervention.

Partner institutions

Enabel has established strong partnerships with government institutions at the central and local levels. Using its established presence in the country, Enabel continues to build upon the existing relationships with partners involved in the ongoing interventions and initiates the foundations to develop relationships with new partners whenever possible. The partner institutions involved in this consultancy are:

- MIREME - The Ministry of Mineral Resources and Energy is responsible for national energy planning, policy formulation and overseeing the operation and development of the energy sector, including renewable energy. MIREME, with the collaboration of Enabel, will lead this consultancy and become the ultimate owner of the results. MIREME, through its directorate on energy (DNE), is receiving support from Enabel to develop the Mozambique Energy Transition Strategy (ETS). One of the priority programs of the ETS is promoting improved cooking solutions (ICS) to all Mozambican families by 2030, and a fundamental part of this program is the mobilisation of innovative and additional financial resources through the carbon markets.
- FUNAE—The Fund for Energy is a public body subordinated to MIREME that promotes developing and using different forms of low-cost renewable energy and sustainable management of energy resources. FUNAE collaborates with Enabel to promote the electrification of the off-grid and the development of sustainable business models for mini-grids. It also has the mandate to promote improved cooking solutions. Additionally, FUNAE and Enabel, under the portfolio, will attempt to promote alternative biomass fuels, especially for domestic cooking.
- The Ministry of Agriculture, Environment and Fisheries- is responsible for supporting agricultural production, livestock, agricultural extension, agro-business, agricultural hydraulics, and information and statistics as well as coordinating all matters concerning the sustainable use of natural resources and environmental protection. Within the ministry, the National Directorate for Climate Change (NDMC) coordinates climate action in the country and acts as the focal point for the UNFCCC. Within this specific portfolio, DMC is co-chairing the steering committee and plays a crucial role in the climate

resilience component of the portfolio. The National Directorate of Land and Territorial Development (DNTDT) within the ministry has the mandate for land use planning at the province and district level and is responsible for collecting some biomass and forestry information.

- FNDS—The National Fund for Sustainable Development promotes and funds programmes and projects that support sustainable development, particularly in the environment, climate change, and rural areas. FNDS plays a crucial role in the REDD+ projects, forest inventory, and reporting of emissions resulting from deforestation, and it has a dedicated MRV unit.

Fraction of Non-Renewable Biomass

These Terms of Reference (TORs) outline the scope, objectives, methodology, and deliverables for calculating Mozambique's value of the fraction of non-renewable biomass (fNRB). This value represents the proportion of harvested wood fuel exceeding the regeneration rate. A default value is available for countries or projects that have been unable to estimate the fNRB for their specific case. Recently, controversy around the default fNRB value has been increasing because they can be inaccurate they rely on outdated data and methodologies (leading to over-estimation of sustainability, applying the same treatment for differed wood patterns and forest management practices), which can significantly increase the over-crediting risk (undermining the carbon markets). To mitigate this criticism, newer methodologies /tools have been introduced; however, these have limitations, can be complex, resource-intensive and rely on data that might be challenging to generate for Mozambique.

Recently, the country has made progress in collecting data about wood fuel use patterns, harvesting and deforestation rates, land cover and regeneration rates; as such, the current challenge associated with the value of fNRB might represent an opportunity because Mozambique has shown resolve to attract carbon investors, generate high-quality carbon credits. The country appreciation that the climate space relies on accurate accounting of greenhouse gas emissions and that a transparent climate-based approach can be an essential development pathway.

An fNRB value can inform policymaking and greenhouse gas accounting, support conservation actions, and promote sustainable development strategies. The overall consultancy will contribute to addressing gaps in knowledge, improving understanding of biomass utilisation patterns, identifying opportunities to promote more sustainable clean cooking solutions and contributing towards preparing the clean cooking sector to benefit from climate finance.

5.3 Objectives

The primary objective of this assignment is to use a participatory process to calculate the Mozambique specific fNRB value with **high accuracy, transparency, and international best practices**, while taking into account current country circumstances, business as usual cooking patterns associated with biomass and current industrial development. If feasible, the value should consider provincial or sub-national variations in biomass removals and provide these values while ensuring that the fNRB values are **reliable, replicable, and suitable for the intended use**.

5.4 Deliverables

The following deliverables are expected from this consultancy:

Kick-Off meeting

Meeting minutes are due a maximum of 10 business days after procurement award notification.

Inception report

The inception report is due maximum 13 weeks after procurement awarding notification.

The report must at least include:

- **Data Collection Plan:** This section will provide a detailed plan for acquiring all necessary data, including:
 - A clear indication of whether the necessary data sets to calculate the country or region specific fNRB values are available to the consultant. If the data sets are unavailable, and it's impossible to obtain in a manner deemed acceptable by Enabel, MIREME and the Ministry of Agriculture, Environment and Fisheries, then the **inception report will only suggest the required data sets, the procedure to obtain them, and a clear recommendation not to proceed with the remaining deliverables.**
 - A list of identified data or data sets.
 - A timeline for data collection activities, considering potential challenges and data availability, and a detailed plan to address the identified challenges.
 - A description of any ethical considerations and informed consent procedures related to data collection.
 - A clear indication of whether the consultant will obtain the data for calculating the fNRB value/s.
- **Detailed Methodology:** This section will comprehensively explain the proposed methodology for calculating the fNRB value, including:
 - A justification for the chosen methodology and its suitability for the Mozambique context.
 - A description of the data collection process, including the identified data sources and quality control procedures.
 - Explanation of the proposed data analysis techniques and approaches to be used.
 - Outline the uncertainty analysis methods to assess the accuracy and reliability of the results.
- **Chronogram:** This section will visually represent the consultancy breakdown into manageable tasks and subtasks, along with a clear timeline for completion.
 - The chronogram will show the dependencies between tasks and identify critical milestones.
 - The chronogram will indicate key deadlines for deliverables and project completion.

- **Stakeholder Engagement Plan:** This section will outline a plan for engaging relevant stakeholders throughout the project, including:
 - Identify key stakeholder groups (e.g., government agencies, NGOs, academia, UNFCCC, etc).
 - Proposed activities for stakeholder engagement, including socialization workshops and consultation meetings/workshops, emphasising stakeholder consultations at key stages of the project.
 - Communication channels for sharing information and progress updates with stakeholders.

Draft report

The draft report is due approximately 7 months after the approval of the inception report.

A structured draft report will be submitted for review and feedback. The draft report must be presented for broader stakeholder consultation/ focus groups, discussions must be accessible to a non-technical audience while adhering to high academic and professional standards. At least the below sections will make part of the report:

- **Executive Summary:** Summarizing key findings, methodology, and recommendations.
- **Introduction:** Providing context, objectives, and background information.
- **Methodology:** Detailing the chosen methodology, data sources, and analytical approaches.
- **Results:** Presenting calculated fNRB values, confidence intervals, and uncertainty analysis.
- **Discussion:** Interpreting results, addressing limitations, and comparing findings within sub-national and other African countries.
- **Recommendations:** Providing policy-oriented recommendations based on results (including the capacity-building *proposal for integrating the fNRB value in the national monitoring and reporting systems*).
- **Conclusion:** Summarizing key takeaways, contributions, and further works.
- **Appendices:** Detailed data tables, methodological explanations (*including capacity building guide outlining the principles, methodologies, best practices and step by step* (if applicable) *instructions for fNRB calculation and interpretations*), current and future data collection mechanisms (*including capacity building manual for ongoing data collection*), high-level roadmap for carbon finance opportunities in the clean cooking sector, detailed report on the capacity building workshop/training session tailored to local stakeholders fNRB specific needs and expertise, list of knowledge sharing events prepared together with AMER to facilitate peer learning, collaboration among stakeholders and relevant information.

Final report

The final report is due two weeks after the communication by MIREME and the Ministry of Agriculture, Environment and Fisheries, of centralised comments on the draft report.

After approval of the draft report, the consultant will incorporate the relevant suggestions and produce a final report for approval.

Additional conditions

All intermediary and final documents will first be submitted in a draft version, allowing Enabel, MIREME, and the Ministry of Agriculture, Environment and Fisheries to comment before approval.

The final version will be submitted after receiving all comments, which will be centralised by Enabel and communicated to the Consultant.

It is up to the Consultant to submit additional versions to ensure a correct step-by-step evolution of the works and avoid loss of time or additional revisions, which will be considered included in the services. The Consultant will keep a clear and transparent version management system.

The timeframe for Enabel and stakeholders to approve documents will be no longer than three calendar weeks. If conditions outside Enabel control arise (e.g. the Government of Mozambique requires Ministry level approval), this timeframe will increase and the overall timeframe of the consultancy will increase accordingly.

All documents will be provided in the following formats:

- Minutes of meetings can be in English or Portuguese (preferably in the language the meeting was held)
- For preliminary draft documents (English): Transmission by e-mail of readable PDF files and/or data files (for easy comment in the document) if Enabel requests.
- For draft final documents (English and Portuguese): Transmission by e-mail of readable PDF files and/or data files (for easy comment in the document) if Enabel requests.
- For final documents (English and Portuguese)
 - Transmission by email including written documents, drawings, etc
- For final documents (English and Portuguese):
 - Transmission by email including written documents, drawings, etc.

Transmission to Enabel (electronic and printed) of all data files, maps, etc.

5.5 Methodology

Kick-Off and closure meetings

The consultancy will start with a kick-off meeting between the consultant, Enabel, MIREME and maybe the Ministry of Agriculture, Environment and Fisheries. The objective of the meeting will be to:

- Introduce the team and key roles.
- Define roles and responsibilities.
- Obtain a preliminary understanding of the data needs (only for the **FIXED TRANCHE**).
- Establish roles in communications.
- Confirm the mutual understanding of the scope of works, its **TRANCHES**, phases, methodology, deliverables, timelines and initial limitations.

- Define a clear approach to contacting the UNFCCC under the leadership of the Ministry of Agriculture, Environment and Fisheries. The Ministry of Agriculture, Environment and Fisheries will always lead the communication with the UNFCCC, and MIREME must be involved in all **communications**.

The kick-off meeting will occur within 5 business days of the procurement award notification, and the final version of the meeting minutes will be submitted a maximum of 10 business days after that.

Key deliverable: Approved meeting minutes.

Estimated time: Approximately 2 weeks after contract award

For each **TRANCHE**, the consultancy will end with a final debriefing to MIREME, Ministries of Agriculture, Environment and Fisheries, and any other stakeholders the government will invite. The draft meeting minutes of the final debriefing will be submitted a maximum of 5 days after the debrief. The final version will be produced 5 days after all the comments have been provided.

The proposed methodology for the proposal should consider the following phases:

FIXED TRANCHE - Literature review and data collection
--

Phase I - Literature review and data collection

During this initial phase, the consultant will undertake a comprehensive literature review of existing literature and ongoing fNRB initiatives within Mozambique. In cases where Mozambique specific information is lacking, the consultant will focus on other African countries to draw relevant parallels. A literature review of ongoing international fNRB works and pertinent guidelines and methodologies will also be done.

During this phase, the consultant will also compile and analyse national, and sub-national data on:

- **Biomass production:** The quantitative analysis of biomass obtained from managed and unmanaged forests, plantations, and other sources will be used. The data sources must be reliable sources and include if possible national forest inventories, plantation statistics, sustainable harvesting certifications, etc.
- **Total annual biomass removals:** If possible disaggregated data by category (e.g., wood fuel, charcoal, industrial uses) and source (e.g., formal vs. informal sectors, different forest types, etc). Socioeconomic and spatial distribution factors should be considered.
- **Unsustainable biomass harvesting practices:** Estimation of biomass removals from deforestation, illegal logging, and other unsustainable practices will be undertaken. The consultant may use data from remote sensing, forest cover change analysis, and relevant reports.
- **Conversion factors:** Whenever possible, appropriate conversion factors will be applied to account for differences in energy content and biomass types (e.g., dry tonnes to oven-dry tonnes).
- **Data quality assessment:** At the end of this phase, the consultant will present a list of identified data sources and evaluate the completeness, accuracy, consistency, and timeliness of data sources and gaps and how uncertainties will be addressed. The consultant **must clearly indicate** if a reliable calculation of the fNRB values (national and sub-national) will be possible.
- During this phase, the consultant will prepare 2 socialization meetings/workshops
 - The 1st will be a socialization online meeting where the consultant will present the general aspects related to the fNRB, the current challenges, opportunities and risks associated with the most likely methodologies and the possible impact on

- the current numbers. This socialization meeting must be non-technical and should be seen as a capacity-building meeting for a decision-making audience.
- The 2nd will be an online technical meeting with local experts and should focus on the methodologies and the data sets that will be necessary and how the data sets affect the models. The audience must be considered academics, government technicians and project developers with considerable experience in the field.

If a reliable calculation is possible, the consultant will present a timeline for data collection activities and, if the Government authorities deem it necessary to obtain approval of the datasets from the appropriate UNFCCC supervisory body, this will be done. **The Ministry of Agriculture, Environment and Fisheries and MIREME will always lead the communication with UNFCCC and must be involved in all the communications.**

Depending on the conclusion and results of Phase I, a decision will be made to award (or not) the CONDITIONAL TRANCHE and pursue with the execution of subsequent phases. A key criteria will obviously be the conclusion on the feasibility of the calculation. Key deliverable: Approved report on whether the available data sets can be used to calculate the fNRB accurately.

Estimated time: Approximately 12 weeks after the kick off-meeting

CONDITIONAL TRANCHE – Phase II, III and IV

- **Phase II - Methodological Selection**

In this phase, the consultant will review and compare the different fNRB calculation methodologies, taking into account those endorsed by international organisations (CDM Tool 30, MoFuSS, FAO FRA 2020, etc.) and methodologies tailored to specific contexts. This exercise should identify the methodologies' strengths, limitations and applicability under the Mozambican context. The most appropriate methodology should be selected based on the following criteria:

- Data availability and quality
- Possibility of defining sub-national boundaries (administrative, ecological, biomass usage, etc)
- Project timeline and budget constraints
- Level of detail required for the intended use.
- Alignment with international standards and best practices
- Definition of the level of accuracy
- Potential to establish ongoing data collection and analysis beyond the consultancy period. If possible, this potential should avoid duplication of activities or the creation of new steps beyond the consultancy period.

The chosen methodology will be justified based on its alignment with the abovementioned criteria, and clear references will be provided to support the decision-making process. The rationale behind selecting the methodology will be documented comprehensively to ensure transparency and accountability.

The detailed methodology will have to be approved by MIREME and the Ministry of Agriculture, Environment and Fisheries before moving to Phase III.

Key deliverable: Approval of the methodology by MIREME and the Ministry of Agriculture, Environment and Fisheries

Estimated time: Approximately 3 months after approval of the inception report

- **Phase III - Calculation & Analysis:**

During this phase, the consultant will conduct calculations and analyses based on the selected methodology, international procedures and guidelines. The following tasks will be undertaken:

- Estimating total biomass consumption across various categories and sources, considering differences in usage patterns and sources.
- If possible, quantification of the amount of biomass obtained from sustainable and unsustainable sources will be delineated between managed and unmanaged extraction practices.
- Calculating the fNRB values, expressed in clear units, facilitating interpretation and comparison with international standards and existing default values while providing a comprehensive assessment of non-renewable biomass utilisation.
- Determination of sub-national boundaries based on predefined criteria, ensuring consistency and relevance in the context of the analysis and enabling localised analysis.
- Undertaking sensitivity analysis to evaluate the impact of uncertainties in data and assumptions on the calculated fNRB values, thereby assessing the robustness of the findings.

If MIREME and the Ministry of Agriculture, Environment and Fisheries so decide, the estimation of fNRB values must be approved by the UNFCCC's supervisory body. The Ministry of Agriculture, Environment and Fisheries and MIREME will always lead communication with the UNFCCC and must be involved in all **communications**.

Key deliverables: Approval of the fNRB values by MIREME and the Ministry of Agriculture, Environment and Fisheries.

Estimated time: Approximately 2 months after approval of the methodology by MIREME and the Ministry of Agriculture, Environment and Fisheries.

• **Phase IV - Capacity Building:**

The capacity-building component aims to empower local stakeholders with the necessary skills and knowledge for fNRB data collection and calculation and its practical applications. This may involve:

- Prepare a step-by-step **manual for ongoing data collection and analysis**.
- Developing comprehensive and **detailed guides outlining the principles, methodologies, best practices and step by step instructions for fNRB calculation and interpretation**.
- If possible, propose integrating the fNRB value in the national monitoring and reporting systems.
- Conducting at least 1 (between half a day to one day) **workshop or training session** tailored to local stakeholders' (MIREME, Ministry of Agriculture, Environment and Fisheries, FNDS, AMER, private sector, academic institutions, etc) fNRB specific needs and expertise, including government officials, researchers, and the private sector.
- Together with AMER within the clean-cooking sub-working group and other stakeholders identified, **propose knowledge-sharing events to facilitate peer learning**, networking, and collaboration among stakeholders involved in biomass energy management and sustainable development initiatives.

In addition, the consultant must prepare a draft high-level roadmap for carbon finance opportunities in the clean cooking sector.

Key deliverables: Capacity building report of stakeholders and high-level carbon finance opportunities road map

Estimated time: Approximately 1.5 months after approval of the fNRB value by MIREME and the Ministry of Agriculture, Environment and Fisheries.

The bidder will provide a global price for Phase I (fixed part) and Phase II-IV (conditional parts).

General comments for the FIXED and CONDITIONAL TRANCHES:

Facilities

MIREME will provide facilities (room, chairs, and table) for a maximum of 20 people in the MIREME training room. However, communication, sound services, ICT services, translations, food, etc., are excluded from the facilities MIREME will provide, and should be included in the consultancy price.

Data Ownership and Sharing

- Complete data ownership resides with MIREME and the Ministry of Agriculture, Environment and Fisheries.
- The consultant team will provide aggregated data for public dissemination.

A data sharing agreement between the consultant and Enabel will be established to ensure access to future research and policy initiatives

5.6 Indicative quantities

The level of effort to perform the services for this consultancy is a maximum of 40 working days as follows for the two **TRANCHES**:

FIXED TRANCHE - Phase I	12 working days
CONDITIONAL TRANCHE - Phase II, III and IV	28 working days

The quantities of "man/days" set above are given as an indication, and the tenderer is required to carry out all the services and deliverables described for the **FIXED 1** and **CONDITIONAL TRANCHES** as specified in its tender) for a lump sum price - see "Price form" in section 6.

6.1 Forms

Legal person entity private/public legal body

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

OFFICIAL NAME ①				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION	FOR PROFIT			
TYPE	NON FOR PROFIT	NGO ②	YES	NO
MAIN REGISTRATION NUMBER ③				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN				
REGISTRATION	CITY	COUNTRY		
DATE OF MAIN REGISTRATION	DD	MM	YYYY	
VAT NUMBER				
ADDRESS OF HEAD OFFICE				
POSTCODE	P.O. BOX	CITY		
COUNTRY	PHONE			
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of the entity. See table with corresponding denomination by country.

6.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ⁹	
IBAN/ACCOUNT NUMBER ¹⁰	
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)

⁹ 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.

¹⁰ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.3 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

- 1) The tenderer or one of its 'directors [1]' was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

 - a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
 - b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
 - c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
 - d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
 - e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.
- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous

contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also, failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

.....

Place, date

6.4 Integrity statement for the tenderers

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:

.....

Place, date

6.5 Power of attorney

The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

In case of a **joint venture**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

6.6 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹¹ showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

6.7 Certification of clearance with regards to the payments of social security contributions

The tenderer shall include in his tender a **recent certification**¹¹ from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

6.8 Certification of clearance with regards to the payments of applicable taxes

The tenderer shall include in his tender a **valid certification**¹¹ from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

6.9 References of similar services

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

Description of the main similar works and location	Amount involved	Completion date in the last 5 years	Name of the public or private bodies

¹¹ In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.10 Financial offer & tender form

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global 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.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros:

	Description	Unit Prices in Euro excl. VAT
FIXED TRANCHE	Phase I	
Total price excl. VAT		

VAT %.....

	Description	Prices in Euro excl. VAT
CONDITIONAL TRANCHE	Phase II	
	Phase III	
	Phase IV	
Total price excl. VAT		

VAT %.....

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: