



Tender Specifications

MOZ22005-10079

Services procurement contract: *Evaluation and preparation of renewable energy strategy and strategy for conservation and sustainable use of biomass energy*

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General provisions

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.

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 Director of Finances and ICT and the Coordinator Procurement.

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;

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>.

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.

Processing of personal data by the contracting authority and confidentiality

1.1.1 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.

1.1.2 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>.

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.

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

Evaluation and Update of renewable energy strategy and strategy for conservation and sustainable use of biomass energy.

2.3 Tranches

This tender is divided in two tranches:

-Phase 1 (firm tranche): Evaluation of the two existing strategies

-Phase 2 (conditional tranche): Update of the two existing strategies

Each tranche will be subject to a specific award. The contractor will not be entitled to any compensation if Enabel ultimately decides not to award the conditional tranche.

2.4 Duration of the procurement contract

The contract starts the day of awarding and ends after final acceptance of each tranche.

The consultancy is divided into two distinct phases.

- **Phase 1 (Evaluation of Strategies):** Phase 1 is expected to be completed within approximately **25 to 28 weeks** (approximately 7 months) from the contract award notification, including periods for Enabel/MIREME review and feedback on deliverables.
- **Phase 2 (Update of Strategies):** Should this conditional phase be activated, Phase 2, leading to the submission of the Final Updated Strategies, is expected to be completed within approximately **35 to 38 weeks** (approximately 9-10 months) from the formal notification to proceed with Phase 2. This includes periods for Enabel/MIREME review and feedback. An additional period of approximately 6 weeks is anticipated for the Government's formal approval process of the updated strategies, during which the tenderer will provide support as needed.
- **Total Contract Duration:** To accommodate the phased approach, review periods, and the potential duration of the government approval process for the updated strategies (Phase 2.6), the overall contract will remain valid for up to **22 months** from the initial contract award notification.

2.5 Quantity

See part V Term of references.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

Open Procedure following article 36 of the Law of 17 June 2016.

3.2 Notification

This procurement contract is published on European and Belgian official gazette and on the Enabel website (www.enabel.be). The publication of these tender specifications 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 Juliette Campogrande, ECA Junior 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 juliette.campogrande@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: Price form
11. Technical offer;
12. **ESPD document (Bid without ESPD document originally signed will be rejected!**

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;

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

Customs and excise duties for equipment and products used.

Transport, accommodation and any other costs related to the mission.

The consultant's accommodation and all his personal expenses.

The prices must include the WITHHOLDING Taxes applicable (it is the tenderer responsibility to collect all necessary information relating withholding tax applicable for his situation).

Additional information on withholding tax

In the countries of operation, Enabel must almost always deduct local taxes from the income received by non-resident service providers, through a withholding tax.

The unit price quoted by the tenderer in its tender must include any applicable tax, including the tax that will be deducted at source by Enabel (or another beneficiary of the framework agreement) at the time of payment of the invoice.

When the contract is performed, Enabel (or another beneficiary of the framework agreement) will deduct the tax from the amount invoiced by the service provider by means of a deduction of the percentage provided for (and defined by local legislation) (Withholding Tax).

In the case of an order originating from a representation or intervention abroad (outside the EU), the withholding tax will be applied to the totality of the services carried out by the service provider (without distinction between work at home or work in the country of intervention).

DOUBLE TAXATION CONVENTIONS

Tenderers' attention is drawn to the fact that some countries have signed double taxation treaties [e.g. between the tenderer's State of residence and the State of origin (or source, i.e. the State in which the income has its source and Enabel or one of the beneficiaries of this framework agreement has a representation or project - outside the EU)].

If such an agreement applies, it is the responsibility of each tenderer to check what the legal effects of its application are and how this agreement will affect the taxes charged on the services.

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 04/08/2025 at 12:00**.

It is submitted in a properly sealed envelope bearing the following information:
Tender **MOZ2200-1009**

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.

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

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, if 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**.
5. Criminal record of the entity if criminal record for legal body exists in the country where the tenderer is registered

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 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 tendered must attach the following documents to his offer:

1) References

The tenderer will join to his bid, the description of two (2) similar services performed in the last three (3) 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

To be considered for this tender, the CVs must show at least the following minimum requirements:

Team Leader

- **Education:** Minimum a Master's degree in Energy, Policy, Economics, Engineering, Development Studies, or a closely related field.
- **Experience:**
 - At least 7 years of demonstrable experience in leading and managing complex policy-related consultancies or projects within the renewable energy sector, including at least 3 consultancies conducted in developing countries.
 - Proven experience as a team leader in at least 3 distinct multi-phase consultancies or projects of similar complexity (e.g., involving the evaluation or development of national strategies), with a clear role in overseeing transitions between phases.
 - Proven experience as a team leader in at least 3 consultancies or projects managing multidisciplinary teams (including technical, economic and social experts) for the evaluation or development of strategies.
 - Proven track record in facilitating national stakeholder engagements related to national-level policy evaluation or strategy development, demonstrated through at least 3 distinct consultancies or projects.
 - Strong understanding of renewable energy technologies, policies, and implementation challenges within the African context, evidenced through project roles/responsibilities and outcomes.
- **Language:** Basic fluency (spoken) of Portuguese.

Energy Policy / Strategy Specialist

- **Education:** Minimum a Master's degree in Energy Policy, Economics, Engineering, Development Studies, or a closely related field.
- **Experience:**
 - At least 5 years of professional experience conducting renewable energy or biomass policy analysis; developing renewable energy or biomass policy regulatory frameworks or strategies; and/or supporting renewable energy or biomass policy implementation, including at least 2 conducted in Africa.
 - Proven experience in designing and conducting qualitative data collection (e.g., key informant interviews, focus group discussions) and quantitative data analysis, evidenced through at least 3 project roles.

Local / Regional Energy Expert:

- **Education:** A relevant degree in Energy, Economics, Development Studies, Social Sciences, or a closely related field.
- **Experience:**
 - At least 5 years of experience in the energy sector or related development areas in Mozambique or the Southern African region.
 - Strong understanding of the Mozambique energy institutional landscape, including key actors and policies, demonstrable through at least 3 consultancies or project roles.
 - Involvement in at least 3 distinct consultancies or projects involving primary and secondary data collection in the Mozambican context.
- **Language:** Fluency in Portuguese (written and spoken).

The tenderer can suggest additional team members it deems required to implement the services requested.

In addition to the CV, the tenderer must complete the table below for each team member:

General Information	
Full Name	
Proposed Role (Team Leader / Energy Policy Specialist / Local Energy Expert, etc.)	
Nationality	
Email Address	
Phone Number	
Education	
Highest Degree Obtained	
Field of Study	
Institution and Year Awarded	
Language Proficiency	
Portuguese Proficiency (Spoken) (None/Basic / Intermediate / Fluent / Native)	
Portuguese Proficiency (Written) (None/[Basic / Intermediate / Fluent / Native)	
Professional Experience	

Please indicate how you meet the role-specific requirements for your proposed role. Be specific, concise, and refer to relevant projects or roles. Include years of experience, scope of responsibility, countries/regions of implementation, and nature of tasks.	
Relevant Projects/Assignments	
Title	
Client	
Location	
Dates	
Your Role	
Brief Description of the Project	
Confirmation of availability	
Signature	
Date	

ATTENTION! In addition to the documents requested above relating to the references and members of the proposed team, the tenderer must imperatively enclose with his tender the **European Single Procurement Document (ESPD) in annex.**

By submitting its tender accompanied by the completed European Single Procurement Document (ESPD), the tenderer officially declares on its honour:

- that it is not in one of the cases of compulsory or optional exclusion, which must or may lead to its exclusion;
- that it meets the selection criteria established by the contracting authority in this contract.

The ESPD (attached to this tender documents) must be signed by hand by the tenderer who are submitting its bid physically in Maputo. This provision also applies to each participant when the tender is submitted by a group of economic operators. The signatures shall be issued by the person(s) competent or authorised to bind the tenderer.

3.5 Award criteria

The tenderer must join to his bid a technical note of maximum 15 pages.

The following awarding criteria will be used, including the detailed criteria below.

Category	Points	Points (Max 100)	(Max
Technical offer		70	
Understanding of the TOR		10	
<p>Understanding of:</p> <ul style="list-style-type: none"> TOR objectives and outputs for phase 1 and phase 2 (4 points) <p>Identification and articulation of key challenges, risks and assumptions, supported by tenderer experience, regarding:</p> <ul style="list-style-type: none"> Data limitations (2 points) Stakeholder complexities (2 points) Alignment of the updated strategies with evolving national objectives (1 point) 	10		
Methodology – Clarity and comprehensiveness of the proposed approach		30	
<p><u>Phase 1 – Evaluation of the strategies</u></p> <ul style="list-style-type: none"> Document review approach (1 point), Data sources, collection and analysis approach (5 points), Stakeholder consultation process design (1 point), Specific plan to assess evaluation criteria (2 points), Approach to identifying and documenting challenges, successes and lessons learned (2 points), Overall coherence and logic of the evaluation approach (1 point). 	10		
<p><u>Phase 2 – Update of the strategies</u></p> <ul style="list-style-type: none"> Suitability of the proposed methodology for gathering all relevant content (document review, interviews, focus group discussions, etc.) (4 points), Identification of specific data sources (both primary and secondary) (4 points), Methods for analysing qualitative and quantitative data (2 points), Clarity on how phase 1 outputs will directly feed and inform phase 2 activities (6 points), Proposed process for drafting the updated strategies (3 point), Plan for validating updated strategies with stakeholders (stakeholder workshops, review periods, etc.) (1 point). 	20		
Work Plan and Chronogram – logic, realism, and coherence of the work plan to deliver the assignment on time and with quality.		10	
<p>Clarity and detail of the proposed Chronogram per phase</p> <ul style="list-style-type: none"> Granularity and logical breakdown of tasks (4 points), Realistic timelines (1 point), Clear identification of dependencies between tasks, especially across phases (1 point), Inclusion of critical milestones and review periods (1 point). 	10		
Stakeholder Engagement Plan		20	

Preliminary stakeholders identification and analysis	10
<ul style="list-style-type: none"> • Comprehensiveness in identifying relevant stakeholder groups and their members (6 points), • Depth of understanding of each stakeholder group's relevance and role (6 points). 	
Proposed stakeholder engagement strategy	10
<ul style="list-style-type: none"> • Appropriateness of engagement methods for different stakeholder groups (6 points), • Specific measures to ensure inclusive participation, including gender and social inclusion (4 points). 	
Financial offer	30
Price Points tender A = amount of lowest tender/amount of tender A * 30	

3.6 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.

3.7 Awarding the procurement contract

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.

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.

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.

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.

Protection of personal data

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.

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).

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.

Performance bond (Art. 25 to 33)

Performance bond is requested for the present tender.

The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office outside Belgium. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to

submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office. Fill out the form

https://finances.belgium.be/sites/default/files/O1_marche_public.pdf

return it to the e-mail address: info.cdcdck@minfin.fed.be. After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash,

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

1° deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function, or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary' as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

Request by the contractor for the acceptance procedure to be carried out:

1° For provisional acceptance: This is equal to a request to release the first half of the performance bond

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

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.

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

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.

Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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.

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.

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...).

Performance modalities (Art. 146 et seq.)

Deadlines and terms (Art. 147)

The consultancy is divided into two distinct phases.

- **Phase 1 (Evaluation of Strategies):** Phase 1 is expected to be completed within approximately **25 to 28 weeks** (approximately 7 months) from the contract award notification, including periods for Enabel/MIREME review and feedback on deliverables.
- **Phase 2 (Update of Strategies):** Should this conditional phase be activated, Phase 2, leading to the submission of the Final Updated Strategies, is expected to be completed within approximately **35 to 38 weeks** (approximately 9-10 months) from the formal notification to proceed with Phase 2. This includes periods for Enabel/MIREME review and feedback. An additional period of approximately 6 weeks is anticipated for the Government's formal approval process of the updated strategies, during which the tenderer will provide support as needed.
- **Total Contract Duration:** To accommodate the phased approach, review periods, and the potential duration of the government approval process for the updated strategies (Phase 2.6), the overall contract will remain valid for up to **22 months** from the initial contract award notification.

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

The consultancy will require a combination of presence in Mozambique and remote work.

- **Maputo-Based Work:** This will be a significant portion of the work, particularly for stakeholder consultations and validation workshops. The tenderer is expected to have a strong presence in Maputo during key Phases 1 and 2.
- **Remote Work:** Activities such as desk reviews, data analysis, report drafting, and presentation preparation can be conducted remotely. However, the tenderer must ensure seamless communication and availability for meetings (virtual or in-person as required) with MIREME and Enabel.

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.

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.

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.

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 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.

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.

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.

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.

End of the procurement contract

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.

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 **MOZ22005-10079** to the following address:

Enabel Representation

Av. Kenneth Kaunda, 264

Maputo, Mozambique

The invoice will mention:

- “Enabel, the Belgian Agency for International Cooperation, in Mozambique the name of the contract: **Evaluation and Update of renewable energy strategy and strategy for conservation and sustainable use of biomass energy** for Mozambique the reference of the tender documents: “MOZ22005-10079”
- The name of the managing official

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.

Remark: the successful bidder is authorized to request an advance of max 20% of the contract value after awarding.

Schedule of payments

Phases	Conditionality (Deliverables)	Percentage
Phase 1		
Inception report	Approval	20% of Phase 1 Lump sum
Phase 1 evaluation report	Approval	80% of Phase 1 Lump sum
Phase 2 - conditional		
Inception report	Approval	20% of Phase 2 Lump sum
Stakeholder report and both draft strategies	Approval	70% of Phase 2 Lump sum
Final updated strategies	Formal approval and formatted as required for official publication	10% of Phase 2 Lump sum

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

Background

Enabel

Enabel is the Belgian Development Agency responsible for implementing the Belgian development cooperation. It also carries out projects on behalf of other national and international partner organisations. Together with its Belgian and international partners, Enabel delivers solutions to address pressing global challenges - climate change, social and economic inequalities, demographic trends, peace and security. With a team of 2,000 employees, Enabel manages some 170 projects across 20+ countries in Belgium, Africa and the Middle East.

Context

Enabel Mozambique, through the cooperation portfolio 2023-2028, aims to consolidate the lessons learned over the past 20 years while supporting emerging themes. The €25 million portfolio aims at supporting the country in embarking on a just and inclusive low-carbon development pathway 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 policy dialogue to promote climate resilience and energy transition, enhancing 3 public services (water, waste, energy), while working on losses and damages as a transversal theme. Specifically, the intervention is designed around three actions:

- A multi-stakeholder intervention that will further develop local experience and expertise in climate-proof public services related to access to water and energy, as well as waste management and circular economy, to improve the living conditions of local communities and feed the overarching policy dialogue and preparedness to disasters.
- A complementary intervention to the first one, reinforcing the work on disaster preparedness, through a debt swap funding mechanism.
- A study, expertise, and preparation facility intervention that will act as a catalyst for mobilising climate finance for national priorities within the priority sectors of multi-stakeholder intervention.

Partner institutions

The partner institutions involved in this consultancy are:

- **MIREME - The Ministry of Mineral Resources and Energy:** 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 national directorate of energy (DNE), is receiving support from Enabel to implement the Mozambique Energy Transition Strategy (ETS). One of the pillars of the ETS is to develop a modern energy system based on renewable sources. Although the country has a renewable energy atlas and significant work has been done for hydro and solar sources, the remaining renewable sources still need to be developed.

- **FUNAE - The Fund for Energy:** This public body, subordinated to MIREME, 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 off-grid areas 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.

Strategies Covered Under This Assignment

In the last decade, the energy sector adopted the Strategy for the Development of New and Renewable Energies (EDENR) and the Biomass Energy Strategy for Mozambique (BEST). However, these core strategies are approaching the end of their respective time horizon, and they need an update. Currently, these strategies have the following directives:

Strategy for the Development of New and Renewable Energies (EDENR) for 2011-2025

- **Overall Goal:** To guide the development and implementation of projects utilizing and converting renewable energy sources to meet national energy needs and support the development of Mozambique while promoting poverty alleviation.
- **Key Focus Areas:**
 - Improving access to higher-quality energy services from renewable sources involves several key strategies, such as developing technology to convert renewable sources into energy services. This development should have been supported by promoting public and private sector investment. Additionally, renewable energy development should be aligned with the national development agenda, resulting in coherent growth. Lastly, sustainability and progress were to be achieved by attracting investment for the growth of the renewable energy sector in Mozambique.
- **Core Approaches:**
 - The strategy recommends utilizing off-grid and on-grid approaches while recognizing the distinct requirements for supplying energy through decentralized energy solutions compared to grid-connected solutions. Additionally, the Clean Development Mechanism (CDM) funds should have been mobilized to support these initiatives.
- **Main Actions:**
 - Local-level sustainable energy plans that involved several key components to enhance energy sustainability should have been developed. This development should first be associated with promoting renewable technologies, including solar, wind, and micro/mini hydro systems. Secondly, simplified regulatory procedures that facilitated the more straightforward implementation of these technologies should have been developed. Thirdly, favourable tariff regimes that could further incentivize the adoption of renewable energy should have been developed. Cross-cutting issues such as gender, health, environment, energy efficiency, and food security that are crucial for creating holistic energy solutions should have been addressed. Finally, clear regulations and technical standards should have been established to ensure consistency and reliability in energy projects.

- **Institutional Framework:**
 - The implementation of the strategy should have been overseen by an Implementation body within the previous National Directorate of New and Renewable Energies (DNER).

The Biomass Energy Strategy for Mozambique (BEST)

- **Overall Goal:** To outline an approach to sustainably use biomass resources in the energy sector, while improving energy security, reducing poverty, using sustainable management practices to maintain forest resources, and promoting health and safety standards.
- **Key Focus Areas:**
 - The sustainable management of the biomass energy sector should have played a vital role in improving energy security and reducing poverty. It emphasized the importance of maintaining forest resources through sustainable practices and promoting health and safety standards. Furthermore, modern biomass was advocated as a preferable option over traditional biomass fuel, as it required lower government investment while offering significant benefits in job creation and the sustainability of natural resources.
- **Core Approaches:**
 - Implementation was based on regulatory and fiscal changes that decentralized resource management while involving several key strategies, such as a proposed new taxation mechanism to enhance revenue and ensure fairer distribution of resources. Additionally, community capacity for sustainable resource management should have been developed to empower local communities, allowing them to oversee their resources effectively. Another important aspect is the formalization and professionalization of the charcoal value chain, which should have helped to streamline operations and ensure compliance with regulations. Controlling charcoal flows and monitoring tax payments were crucial to maintaining transparency and accountability in the sector. Furthermore, promoting improved cookstoves was expected to reduce emissions and increase energy efficiency significantly. To complement this, adopting modern biomass fuels as conventional alternatives to LPG and electricity should have been encouraged as sustainable energy solutions. Finally, using development scenarios, such as comparing business-as-usual and promoting alternative scenarios based practices with modern biomass adoption, should have guided investment and policy decisions that foster a more sustainable and decentralized approach to resource management.
- **Main Actions:**
 - Included the introduction of new taxation mechanisms for biomass resources, developing community capacity for sustainable resource management, and formalising and professionalising the charcoal value chain. Further actions should have involved implementing measures to control charcoal flows and monitor tax payments, while promoting the widespread use of improved cookstoves, and

encouraging the adoption of modern biomass fuels as viable alternatives to traditional biomass, LPG, and electricity for cooking

- **Institutional Framework:**

- Proposed establishing a National Biomass Energy Agency.

Objective

General Objective

To support Mozambique in strengthening its policy framework for renewable and biomass energy by evaluating and updating the national strategies (EDENR and BEST) to enhance energy access, promote sustainability, and align with the country's climate and development goals.

Specific Objectives

Firm tranche (phase 1):

- Evaluate the current implementation of Mozambique's Strategy for the Development of New and Renewable Energies (EDENR) and the Biomass Energy Strategy for Mozambique (BEST).

Conditional tranche (phase 2):

- Lead the update of Mozambique's Strategy for the Development of New and Renewable Energies (EDENR) and the Biomass Energy Strategy for Mozambique (BEST).

This process will be conducted collaboratively, considering the country's current situation, findings from the evaluation report, and alignment with other national strategies approved by the government.

The updated EDENR and BEST must create coherent, relevant, and actionable frameworks to guide the renewable energy and biomass sectors. These strategies should contribute to enhanced energy security and access, promote sustainable development, and support Mozambique's climate ambitions, including climate resilience and just energy transition.

Approach

This assignment will be conducted in two distinct phases:

- **Phase 1 (firm tranche): Evaluation of the two existing strategies**
- **Phase 2 (conditional tranche): Update of the two existing strategies**

The transition between the two phases will involve a formal review and acceptance process. Upon submission of the Phase 1 Final Report, MIREME and Enabel will review the report to assess the quality of the work, its relevance, ownership by stakeholders, and the appropriateness and timing of proceeding with Phase 2, prior to issuing formal acceptance. If confirmed, the consultant will then be formally notified of the award or not of the conditional tranche (phase 2).

Methodology

The consultancy will follow a structured and participatory methodology across both phases to ensure the quality, relevance, and ownership of the evaluation findings and the updated strategies.

Firm tranche – Phase 1 – Methodology for Strategies Evaluation

Phase 1 will focus on a comprehensive evaluation of the implementation and performance of the existing EDENR and BEST strategies.

The methodology should include:

1. Phase 1.1 - Kick-off:

Conduct a meeting between the tenderer, Enabel, and MIREME to introduce the team, define roles and responsibilities, and confirm mutual understanding of the scope, overall methodology, key deliverables (as detailed in the Deliverables section), timelines, and initial limitations.

- *Key deliverable: Approved meeting minutes.*
- *Estimated time: Approximately 2 weeks after award notification of Phase 1.*

2. Phase 1.2 - Inception Period:

This phase aims to:

- Clarify any unclear aspects of the assignment
- Adapt the evaluation approach to the current country context
- Propose initial evaluation criteria for each strategy
- Identify potential limitations
- Agree with Enabel and MIREME on a refined and context-appropriate methodological approach.

Furthermore, building upon the initial methodology and work plan submitted as part of the tender, this phase will be used to :

- Review and update the methodology and detailed work plan for Phase 1
- Prepare the Stakeholder Engagement Plan for Phase 1 and clarify how stakeholder engagements will be reflected in the final outputs
- Develop draft data collection instruments (such as focus groups and group guides) for review and approval.

To ensure a shared and precise understanding of the assignment, the tenderer will undertake a series of preparatory activities, such as:

In-depth consultations with Enabel and MIREME, building on discussions from the kick-off meeting.

Exploratory interviews to gain early insights into the context and stakeholder expectations.

A targeted preliminary review of key strategy documents or other relevant literature to clarify ambiguities related to the evaluation's scope and methodological design.

An initial assessment of readily available secondary data to inform and refine the evaluation approach.

- *Key deliverable: A single Phase 1 Inception report for both strategies.*
- *Estimated time: Approximately 4 weeks after approval of kick-off meeting minutes.*

3. Phase 1.3 - Draft evaluation report:

This phase aims to conduct the core evaluation work, leading to a single draft evaluation report covering the EDENR and the BEST strategies.

The evaluation activities will involve:

- **Desk Review and Document Analysis:** Conducting a comprehensive review and analysis of key documents related to both strategies, including implementation plans, progress reports, monitoring data, relevant policies, regulations, and existing studies. This should also include a review and compilation of current data on renewable energy production, consumption, technology deployment, investment, environmental and socio-economic impacts that analyses the progress against some baseline data (if available).
- **Stakeholder Consultation and Primary Data Collection:** Conduct in-depth quantitative and qualitative data collection through interviews and focus group discussions with relevant stakeholders (Government, public institutions, academic institutions, private sector, civil society, development partners, communities). Site visits are recommended to gather on-site information.
- **Data Analysis and Synthesis:** Compiling and analysing quantitative and qualitative data collected to identify trends, assess progress, evaluate performance against evaluation criteria (effectiveness, relevance, efficiency, impact, sustainability), and triangulate findings for robustness and validity. The analysis must also explicitly consider cross-cutting themes like gender, social inclusion, climate resilience, and just transition, where relevant to the evaluation
- **Identification of Challenges, Successes, and Lessons Learned:** Analysing the data to identify key challenges, significant successes, and articulate lessons learned from implementing each strategy. The lessons learned must have a forward-looking perspective and be actionable.
- **Assessment of Alignment and Synergies:** Evaluating the alignment between the EDENR and BEST and their coherence with other relevant national strategies and policies (e.g., national development plans, climate change strategies, etc.), as well as identifying potential synergies and conflicts. The assessment should explicitly consider cross-cutting themes like gender, social inclusion, climate resilience, and just transition, where relevant to the evaluation
- **Stakeholder Validation:** Presenting findings and conclusions to key stakeholders through validation workshops or meetings to verify accuracy and gather additional insights while ensuring stakeholder buy-in. The feedback from the stakeholders will be considered and incorporated.
 - *Key deliverable: A single draft evaluation report incorporating findings, analysis, conclusions of the evaluation of the EDENR and the BEST, and recommendations for updating the strategies.*
 - *Estimated time: Approximately 8 weeks after approval of the inception report.*

4. **Phase 1.4 - Final Report:**

The tenderer will incorporate the feedback from MIREME and Enabel on the draft evaluation report and submit a single, consolidated Final Evaluation Report covering both the EDENR and BEST strategies.

- Key deliverable: Approved final report.
- *Estimated time: Approximately 2 weeks after receiving comments on the draft evaluation report for Phase 1.*

Conditional tranche – Phase 2 – Methodology for Strategies Update

As previously mentioned, awarding of Phase 2 will be decided after completion of Phase 1 based on the quality of the work, its relevance, ownership by stakeholders, and the appropriateness and timing of proceeding with Phase 2.

This phase will focus on updating the strategies and should follow a structured and participatory methodology, building upon the outcomes of Phase 1.

The methodology should include:

1. **Phase 2.1 - Kick-off Meeting:**

The tenderer will meet with Enabel and MIREME to formally launch Phase 2, confirm the work plan, and align the approach for Phase 2 based on the Phase 1 results.

- *Key deliverable: Approved minutes of the meeting.*
- *Estimated time: Approximately 2 weeks after award notification of Phase 2.*

2. **Phase 2.2 - Inception Report:**

This phase aims to produce the Phase 2 Inception Report. The tenderer will undertake a set of preparatory activities aimed at ensuring a robust and context-responsive foundation for the strategy update process, including:

- Finalizing the detailed work plan for Phase 2, focussing on the tasks required to update the two strategies. This will build on the initial bid proposal and be critically informed by the findings and recommendations from Phase 1.
- Defining the approach for integrating Phase 1 recommendations into the strategy update process in a coherent and practical manner
- Developing a comprehensive Stakeholder Engagement Plan for Phase 2, identifying key actors, engagement methods, and sequencing.
- Outlining a simplified, fit-for-purpose approach to data collection, modelling, and scenario development, aligned with the objectives and constraints of the strategy update.

The technical approach may include, for example:

- Updating key energy balances data
- Assessing policy impacts on the future of energy demand/supply
- Developing basic scenarios

All elements of the proposed approach will be clearly explained and justified based on available data, analytical feasibility, and the specific needs of the strategies.

- *Key deliverable: a single Phase 2 Inception report for both strategies.*

- *Estimated time: Approximately 4 weeks after accepting the Phase 2 kick-off meeting minutes.*

3. Phase 2.3- Stakeholder engagement

Stakeholder engagement is a cornerstone of this consultancy, essential for ensuring the relevance, comprehensiveness, and ultimate ownership and successful review of the previous strategies and the future implementation of the updated energy strategies. The participatory approach will be adopted throughout both phases of the assignment. This will involve:

- **Identification and Mapping:** Identifying and mapping key stakeholders at national and potentially subnational levels, covering government (including MIREME, FUNAE, EDM), public institutions, the private sector (formal and informal, including project developers and financial institutions), civil society, academia, development partners, and affected communities. The initial mapping will be refined during Phase 1.
- **Phased Engagement Plans:** Developing detailed engagement plans for each phase (as part of the Inception Reports), specifying objectives, target groups, methods, and timing of consultations. The plans will be dynamic and adapted as needed.
- **Diverse Methods:** Various methods, such as bilateral interviews, focus group discussions, workshops (including validation workshops), and meetings, tailored to the audience and objectives, may be utilised. Digital tools may be considered when suitable. For phase 2 of the consultancy, the stakeholder engagement must employ an appropriate methodology to validate the conclusions and recommendations of Phase 1. It should also assess the feasibility and practicability of proposed recommendations, identify new developments, priorities, and challenges, and gather specific revision suggestions while ensuring buy-in and ownership.
- **Documentation and Utilisation:** Properly document all consultations and systematically analyse and utilise the input to inform the evaluation findings and the content of the updated strategies. A dedicated Stakeholder Consultation Report will be produced for Phase 2.
 - *Key deliverable: Stakeholder engagement report (capturing inputs through drafting)*
 - *Estimated time: Submitted concurrently with the Draft Updated Strategies (BEST and EDENR). Approximately 12 weeks after approval of the inception report for phase 2*

4. Phase 2.4 - Drafting of The Two Updated Strategies:

This phase aims to develop the Draft Updated Biomass Energy Strategy (BEST) and the Draft Updated Strategy for Developing New and Renewable Energies (EDENR).

These drafts will be based on:

- (i) Findings and recommendations from Phase 1, including a systematic review and integration of the Phase 1 evaluation report's conclusions;
- (ii) Agreed outlines and inputs developed in collaboration with MIREME, Enabel, and other key stakeholders;

- (iii) Recent developments in the energy sector, including any relevant policy changes, regulatory updates, or changes in national planning frameworks;
- (iv) Insights from targeted stakeholder consultations, particularly the results captured in the Phase 2 stakeholder consultation report.
 - *Key deliverable: Two separate draft updated strategies (BEST and EDENR).*
 - *Estimated time: Approximately 12 weeks after approval of Phase 2 inception report.*

5. Phase 2.5 - Final Updated Strategies (Review, Feedback, and Refinement):

The tenderer will incorporate the feedback from MIREME, Enabel and other key stakeholders on the draft updated strategies and submit consolidated Final Updated Strategies.

- *Key deliverables: Two final updated strategies (BEST and EDENR).*
- *Estimated time: Approximately 2 weeks after receiving comments on the draft updated strategies.*

6. Phase 2.6 - Support to Formal Approval Process:

The tenderer will support MIREME during the formal government approval process of the updated strategies. This includes clarifying elements of the documents, responding to feedback, and incorporating any final minor revisions or formatting changes required as part of the approval process.

- *Key deliverable: Published strategies.*
- *Estimated time: This approval process is expected to take approximately 6 weeks after submission of the final updated strategies. However, this timeline may vary depending on government procedures. The tenderer will remain available to provide support as needed during this period.*

Deliverables

This consultancy is divided into two phases, with specific deliverables expected for each phase.

Firm tranche – Phase 1 – Deliverables for Strategies Evaluation

- **Phase 1.1 – Approved Kick-Off Meeting Minutes:**
 - **Content:** Meeting minutes of the kick-off meeting between the tenderer, Enabel and MIREME. These minutes should capture the introductions of the team, define roles and responsibilities and the confirmed mutual understanding of the scope, methodology, deliverables, timelines and initial limitations
 - **Timeline:** To be submitted for approval no later than 2 weeks after the procurement Phase 1 award notification.
- **Phase 1.2 - Inception Report:**
 - **Content:** A detailed plan for evaluating the EDENR and BEST strategies. The inception report will elaborate on the tenderer's understanding of the

assignment, the proposed methodology for Phase 1, the detailed workplan for Phase 1, and the planned stakeholder engagement activities for Phase 1. The inception report must include the following key elements:

- **Introduction and Context:** This section will provide a brief overview, the assignment objective (evaluating EDENR and BEST), context within Mozambique's energy sector and national development goals, and the purpose of the inception report.
 - **Updated Evaluation Methodology:** This section will present a detailed description of the tenderer's updated and finalized approach to evaluating the implementation of the existing strategies. This will include, but not be limited to, document review, data analysis, identification of challenges and solutions, and stakeholder consultations. The tenderer will also outline the specific methodology for assessing the existing strategies' effectiveness, relevance, efficiency, impact, and sustainability. The section will also include a clear data collection plan, identifying the data sources and the analytical tools employed. This section will also present draft data collection instruments and proposed evaluation criteria, including interview and focus group discussion guides.
 - **Phase 1's Updated Work Plan:** This section will provide a visual updated chronogram (e.g., a Gantt chart) of the consultancy work plan for Phase 1, presenting a realistic timeline for their completion. The chronogram will illustrate the dependencies between tasks, identify critical milestones, and indicate key deliverables and project completion deadlines.
 - **Phase 1's Stakeholder and Mapping Engagement Plan:** This section will outline the tenderer's plan for engaging relevant stakeholders throughout the project. It will include a list of the stakeholders to be consulted and involved in the participatory process, including relevant government ministries, public institutions, private sector entities, civil society organisations, development partners, and community representatives. The section will also detail the proposed strategy for engaging each stakeholder group.
 - **Phase 1's Assumptions and Potential Challenges:** List of assumptions for Phase 1, potential risks/challenges, proposed mitigation measures
 - **Timeline:** Due within 4 weeks after approval of the kick-off meeting minutes
- **Phase 1.3 - Draft Evaluation Report:**
 - **Content:** A report presenting the findings of evaluating the EDENR and BEST strategies. This report will be non-technical and structured to facilitate stakeholder review and feedback. The draft evaluation report will include the following key sections:
 - **Executive Summary:** Concise overview (purpose, key findings on implementation/effectiveness, major successes, challenges, lessons learned, key conclusions).

- **Introduction and Background:** Background/context of EDENR and BEST, brief recap of their original objectives/pillars/actions/scope, purpose and objectives of the evaluation, scope of the evaluation (aspects, time, etc).
- **Methodology (Phase 1):** Description of the evaluation approach, detailed data collection methods (document review, interviews, etc., specifying stakeholders and participatory process), data analysis methods, acknowledged methodology limitations.
- **Evaluation Findings:** Separate findings for EDENR and BEST. The findings will be associated with implementation status, effectiveness, relevance, efficiency, impact, and sustainability.
- **Cross-Cutting Analysis:** of synergies/conflicts with other national or sector strategies, main findings concerning the cross-cutting issues, the enabling environment and a synthesis of participatory process findings.
- **Challenges, Successes, and Lessons Learned:** Detailed discussion of major implementation challenges, key successes/achievements and their drivers, and emphasis on actionable lessons learned (with forward-looking perspective).
- **Conclusions:** Summary of main conclusions and overall performance/effectiveness of the strategies.
- **Recommendations for Updates:** Specific, actionable recommendations for updating/revising EDENR and BEST.
- **Annexes:** Supporting materials (documents reviewed, stakeholders consulted, data collection instruments, other relevant info).
- **Timeline:** Due 8 weeks after approval of Phase 1 Inception report
- **Phase 1.4 - Final Evaluation Report.**
 - **Content:** Report with comments incorporated and in a format requested by MIREME for formal acceptance.
 - **Timeline:** Due approximately 2 weeks after receiving comments on the draft evaluation report for Phase 1.

Phase 2 (conditional tranche) Deliverables – Strategies Update

- **Phase 2.1 – Approved Kick-Off Meeting Minutes:**
 - **Content:** Meeting minutes of the kick-off meeting between the tenderer, Enabel and MIREME. These minutes should capture key outcomes of this meeting, including confirmation of the detailed workplan and alignment on the approach for Phase 2 based on Phase 1 results.
 - **Timeline:** Due 2 weeks after formal notification of the award of Phase 2.
- **Phase 2.2 - Inception Report (Phase 2):**
 - **Content:** A report detailing the finalized plan for updating the EDENR and BEST strategies. This report expands on the original bid proposal tasks

related to updating the strategies and must include the following essential elements:

- **Introduction and Phase 2's Objectives:** Recap of overall assignment, specific objectives of Phase 2, reference to Phase 1 outcomes/recommendations and how they inform the update. These objectives should be aligned with measurable indicators to facilitate monitoring and evaluation
- **Updated Understanding of the Assignment (Phase 2):** Demonstrates a clear and refined understanding of the strategy objectives based on Phase 1 findings/recommendations and any new contextual information.
- **Phase 2's Updated Methodology:** Detailed approach and steps for how Phase 1 recommendations will be reviewed, prioritised and integrated into the updated strategies. This includes the process for identifying/incorporating additional relevant info or data. It also details the proposed simplified data collection, modelling and scenario approach (with scope and nature detailed and justified, including examples like updating energy balances data, assessing policy impacts or developing basic scenarios using available data and expert judgment) that will guide policy choices. A clear plan for integrating current cross-cutting themes (climate resilience, just transition, social inclusion, gender, etc.) must be included.
- **Phase 2's Updated Work Plan:** An updated visual chronogram (e.g., Gantt chart) of Phase 2 tasks, sub-tasks, clear/realistic timeline, dependencies, critical milestones, deadlines. This includes the proposed timeline for drafting and finalizing the updated strategies.
- **Phase 2's Updated Stakeholder Engagement Plan:** an updated list of stakeholders based on Phase 1 findings, and Phase 2 objectives. It will detail the proposed strategy for engaging each group, frequency and methodology to gather inputs and validate the revised strategies throughout the drafting process.
- **Proposed Strategy Outlines:** Proposed final outline structure for the updated BEST and EDENR strategies, including objectives of each section.
- **Phase 2's Assumptions and Potential Challenges:** Based on the findings of Phase 1, an updated list of assumptions for Phase 2, potential risks and challenges (e.g., data availability, stakeholder coordination, timely reviews), and proposed mitigation measures.
- **Timeline:** Due 4 weeks after the acceptance of the phase 2 kick-off meeting minutes
- **Phase 2.3 - Stakeholder Consultation Report**
 - **Content:** A report documenting the process and outcomes of the stakeholder engagement activities conducted during Phase 2, **capturing inputs gathered throughout the drafting process**. The stakeholder consultation report for Phase 2 will include the following key elements:

- **Introduction:** Briefly outlines the overall Phase 2 goal (updating strategies) and the role of stakeholder consultation in achieving it.
- **Stakeholder Engagement Objectives (Phase 2):** Details the specific objectives of Phase 2 engagement activities, which include, amongst others, validating Phase 1 conclusions/recommendations, assessing the feasibility and practicality of the proposed changes, identifying new developments, priorities and challenges, ensuring ownership of the updated strategies.
- **Methodology (Phase 2 Consultations):** Description of the consultation approach, dates, locations, and specific stakeholder groups consulted. This section can also include key questions and their objectives at different consultation stages.
- **Findings and Analysis:** Presentation of key inputs, perspectives, feedback, and stakeholder recommendations for each strategy. This should be organized by theme or strategy aspect for clarity. A clear indication of consensus areas or significant divergence must be emphasized. Lastly, it should outline the approach to incorporating stakeholder input into the updated strategies.
- **Timeline:** Submitted concurrently with or shortly after the Draft Updated Strategies (BEST and EDENR). Approximately 12 weeks after the submission of the inception report for phase 2
- **Phase 2.4 – Two (BEST and EDENR) Draft Updated Strategies :**
 - **Content:** The complete first drafts of the updated Biomass Energy Strategy (BEST) and the updated Strategy for the Development of New and Renewable Energies (EDENR). These documents should be well-structured, clearly written, and presented in a format suitable for review and feedback. They must integrate findings from Phase 1, relevant new developments, and inputs from the stakeholder consultations conducted during Phase 2. Each draft strategy should be a comprehensive, actionable framework ready for stakeholder validation.
 - **Timeline:** Due 12 weeks after formal notification of the approval of the inception report
- **Phase 2.5 – Two (BEST and EDENR) Final Updated Strategies:**
 - **Content:** The final versions of the updated BEST and EDENR strategies, incorporating all comments and suggestions from MIREME, Enabel, and other key stakeholders on the draft versions. These documents should be polished, coherent, and ready for submission for the formal government approval process
 - **Timeline:** Due 2 weeks after receiving comments from MIREME and Enabel.
- **Phase 2.6 - Support to Formal Approval Process:**
 - **Content:** The final, print-ready versions of the EDENR and BEST strategies, incorporating all approved final edits, formatted as required for official publication.

- **Timeline:** The Government approval process is expected to take 6 weeks, but this may vary.

General remarks for deliverables

All intermediary and final documents will first be submitted in a draft version, allowing Enabel and MIREME to comment before approval. The final version will be submitted after receiving all comments, which will be centralised by Enabel and communicated to the tenderer.

It is up to the tenderer 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 tenderer will keep a clear and transparent version management system.

The timeframe for Enabel and stakeholders to approve documents or provide comments will be no longer than three calendar weeks. If conditions outside Enabel's control arise (e.g. the Government of Mozambique requires Minister 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:

- All draft final documents should be produced in Portuguese.
- For draft final documents, transmission by e-mail in readable Word files and/or data files (for easy comment in the document) if Enabel requests.
- For final documents, transmission by email, including written documents, drawings, etc., and transmission to Enabel (electronic) of all data files, maps, etc.

Overall Duration

The consultancy is divided into two distinct phases.

- **Phase 1 (Evaluation of Strategies):** Phase 1 is expected to be completed within approximately **25 to 28 weeks** (approximately 7 months) from the contract award notification, including periods for Enabel/MIREME review and feedback on deliverables.
- **Phase 2 (Update of Strategies):** Should this conditional phase be activated, Phase 2, leading to the submission of the Final Updated Strategies, is expected to be completed within approximately **35 to 38 weeks** (approximately 9-10 months) from the formal notification to proceed with Phase 2. This includes periods for Enabel/MIREME review and feedback. An additional period of approximately 6 weeks is anticipated for the Government's formal approval process of the updated strategies, during which the tenderer will provide support as needed.
- **Total Contract Validity:** To accommodate the phased approach, review periods, and the potential duration of the government approval process for the updated strategies (Phase 2.6), the overall contract will remain valid for up to **22 months** from the initial contract award notification.

Location of Work:

The consultancy will require a combination of presence in Mozambique and remote work.

- **Maputo-Based Work:** This will be a significant portion of the work, particularly for stakeholder consultations and validation workshops. The tenderer is expected to have a strong presence in Maputo during key Phases 1 and 2.

- **Remote Work:** Activities such as desk reviews, data analysis, report drafting, and presentation preparation can be conducted remotely. However, the tenderer must ensure seamless communication and availability for meetings (virtual or in-person as required) with MIREME and Enabel.

Data Ownership and Sharing

Complete data ownership resides with MIREME. The service provider team will provide aggregated data for public dissemination if requested. A data sharing agreement between the service provider and Enabel will be established to ensure data access by MIREME for future research and policy initiatives.

Facilities

MIREME will provide facilities (room, chairs, and table) for 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 service provider price.

Team Composition

The tenderer shall propose a multidisciplinary team with the necessary expertise and experience to execute Phase 1 (Evaluation of Existing Strategies) and Phase 2 (Update of Strategies) successfully.

The team members must collectively demonstrate strong capabilities in the following areas:

- Energy policy and strategy,
- Renewable energy technologies and biomass energy systems,
- Socio-economic and environmental aspects of energy use,
- Stakeholder engagement and consultation processes,
- Data collection, analysis, and modelling,
- Policy evaluation and strategy development within the Mozambican context or similar environments.

Fluency in Portuguese is essential for key team members to ensure effective communication and engagement with national stakeholders.

While the minimum requirements for key roles must be met, tenderers are encouraged to propose team members with complementary skills. They may suggest adjustments to the distribution of responsibilities to best suit their proposed approach. The combined expertise and complementarity of the proposed team will be a key selection criterion, reflecting the team's assessment of their capacity to deliver a high-quality, effective evaluation of existing strategies and develop robust, coherent, actionable, and forward-looking updated strategies.

Indicative Quantities

The level of effort indicated below is provided as an estimation for the consultancy services required for each phase. Tenderers should propose the necessary level of effort in their technical and financial proposals to deliver all the services and deliverables for both phases as described in these Terms of Reference.

Phase	Description	Indicative Quantity (Working Days)
Phase 1	Evaluation of the strategies	95
Phase 2	Update of the strategies	235
Total	Overall Consultancy	330

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 Evaluation and Update of the strategies for a lump sum price.

This procurement contract is a lump sum contract in which a flat rate price covers the contract's whole performance or inventory items.

Tenderers must propose **a lump sum for Phase 1 and Phase 2** in their financial proposal, using the "Price form" in the relevant section of the tender documents.

Phase	Description	Lump sum price (EUR)
Phase 1 Firm tranche	Evaluation of the strategies	
Phase 2 Conditional tranche	Update of the strategies	
Total		

The tenderer is to include in their 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.

The following are 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 tenderer's accommodation and all his expenses

Payment Schedule

Phases	Conditionality (Deliverables)	Percentage
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Phase 1		
Inception report	Approval	20% of Phase 1 Lump sum
Phase 1 evaluation report	Approval	80% of Phase 1 Lump sum
Phase 2 – conditional		
Inception report	Approval	20% of Phase 2 Lump sum
Stakeholder report and both draft strategies	Approval	70% of Phase 2 Lump sum
Final updated strategies	Formal approval and formatted as required for official publication	10% of Phase 2 Lump sum

Form for Similar Services - Company

Field	Description
Project Title	
Client Name	
Project Duration	Start Date: [DD-MM-YYYY] End Date: [DD-MM-YYYY]
Contract Value	(Specify currency, if disclosable)
Project Country	
Overall Objective & Scope	Describe the project's main goal and scope.
Evaluation/Development Methodology	<ul style="list-style-type: none"> • Evaluation Projects: Describe methodologies used • Strategy Development Projects: explain your process
Stakeholder Engagement Approach	Describe stakeholder mapping and engagement (national workshops, interviews, consultations...).
Thematic Relevance (Renewable/Biomass)	State focus on renewable/biomass energy or broader policy, and describe the company role.
Key Deliverables	List main outputs (Final Report, Strategy, Policy Briefs...).
Evidence Option	
<input type="checkbox"/> Option 1: Attached Documentation	<input type="checkbox"/> Client Completion Certificate <input type="checkbox"/> Letter of Good Standing / Recommendation (Reference filename of the attachment):
<input type="checkbox"/> Option 2: Client Reference	Reference Name: Reference Title: Organization: Email: Phone Number:

6 Forms

6.1 Legal entity

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%A9sorier/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 **five (5) similar services performed in the last seven (7) 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.

The tenderer must fill in the following form for each reference.

Field	Description
Project Title	
Client Name	
Project Duration	Start Date: [DD-MM-YYYY] End Date: [DD-MM-YYYY]
Contract Value	(Specify currency, if disclosable)
Project Country	
Overall Objective & Scope	Describe the project's main goal and scope.
Evaluation/Development Methodology	• Evaluation Projects: Describe methodologies used

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

	<ul style="list-style-type: none"> • Strategy Development Projects: explain your process
Stakeholder Engagement Approach	Describe stakeholder mapping and engagement (national workshops, interviews, consultations...).
Thematic Relevance (Renewable/Biomass)	State focus on renewable/biomass energy or broader policy, and describe the company role.
Key Deliverables	List main outputs (Final Report, Strategy, Policy Briefs...).
Evidence Option	
<input type="checkbox"/> Option 1: Attached Documentation	<input type="checkbox"/> Client Completion Certificate <input type="checkbox"/> Letter of Good Standing / Recommendation (Reference filename of the attachment):
<input type="checkbox"/> Option 2: Client Reference	Reference Name: Reference Title: Organization: Email: Phone Number:

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:

Item	Description	Lump sum Prices in Euro excl. VAT
1.	LUMP SUM for Phase 1 – Firm Tranche	
2.	LUMP SUM for Phase 2 – Conditional Tranche	
Total price excl. VAT		

VAT %.....

Attention! The prices must include the WITHHOLDING Taxes applicable (it is the tenderer responsibility to collect all necessary information relating withholding tax applicable for his situation)!

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

ATTENTION! The ESPD document must be attached to the bid and must be signed by hand by the tenderer who are submitting its bid physically in Maputo. This provision also applies to each participant when the tender is submitted by a group of economic operators. The signatures shall be issued by the person(s) competent or authorised to bind the tenderer. **Bid without ESPD originally signed will be rejected!**

6.11 Model posting bond

Only for the successful tenderer

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract, tender documents Enabel MOZ22005-10079 (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel MOZ22005-10079 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference: Enabel MOZ22005-10079

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Company stamp:

Last name, first name:

Function:

Date:

Signature: