



Tender documents Enabel in Mozambique
MOZ1403011-10034 of 22/10/2021

Public services contract for the “Provision of periodical support and backstopping services to the Ministry of Mineral Resources and Energy and Energy Regulatory Authority in Mozambique”

Country: Mozambique

Table of contents

1	General point	4
1.1	Deviations from the General Implementing Rules	4
1.2	Contracting authority	4
1.3	Institutional framework of Enabel	4
1.4	Rules governing the public contract	5
1.5	Definitions	6
1.6	Processing of personal data by the contracting authority and confidentiality	7
1.7	Deontological obligations	8
1.8	Applicable law and competent court	8
2	Object and scope of the contract	9
2.1	Type of contract	9
2.2	Object and scope of the contract	9
2.3	Lots	9
2.4	Duration	9
2.5	Variants	9
2.6	Quantities	9
3	Procedure	10
3.1	Award procedure	10
3.2	Publication	10
3.3	Information	10
3.4	Tender	10
3.5	Submission of tenders	12
3.6	Amending or withdrawing tenders	13
3.7	Opening of tenders	13
3.8	Evaluation of tenders	13
3.9	Concluding the framework contract	17
4	Specific contractual provisions	18
4.1	Definitions (Art. 2)	18
4.2	Correspondence with the service provider (Art. 10)	18
4.3	Contract manager (Art. 11)	18
4.4	Subcontractors (Art. 12-15)	19
4.5	Confidentiality (Art. 18)	19
4.6	Protection of personal data	20
4.7	Intellectual property (Art. 19-23)	20
4.8	Performance bond (Art. 25-33)	21
4.9	Conformity of performance (Art. 34)	23
4.10	Changes to the procurement contract (Art. 37 to 38/19)	23

4.11	Preliminary technical acceptance (Art. 41-42).....	24
4.12	Means of action of the contracting authority (Art. 44-51 and 154-155).....	24
4.13	Performance modalities (Art. 146 and seq.).....	25
4.14	Zero tolerance sexual exploitation and abuse.....	27
4.15	Means of action of the contracting authority (Art. 44-51 and 154-155)... Error! Bookmark not defined.	
4.16	General payment modalities (Art. 66-72 and 160).....	27
4.17	End of the contract (Art. 64-65, 150 and 156-157).....	27
4.18	Litigation (Art. 73).....	28
5	Terms of reference	29
5.1	Background	29
5.2	Objective	30
5.3	Scope of Work and Expected Outputs.....	30
5.4	Duration of the contract	33
5.5	Methodology for implementation of services	33
5.6	Required expertise and qualifications	33
6	Forms.....	36
6.1	Identification forms.....	36
6.2	Financial identification.....	41
6.3	Declaration on honour – exclusion criteria.....	42
6.4	Integrity statement for the tenderers.....	44
6.5	Power of attorney	45
6.6	Certification of registration and / or legal status.....	45
6.7	Certification of clearance with regards to the payments of social security contributions	45
6.8	Certification of clearance with regards to the payments of applicable taxes	45
6.9	Extract from the criminal record.....	45
6.10	Financial offer & tender form	46
6.11	Key experts.....	49
6.12	Availability of key experts	50
6.13	Overview of documents to be submitted	51

1 General point

1.1 Deviations from the General Implementing Rules

Point 4 “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 “Performance bond (Art. 25-33)”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “Enabel”, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Enabel, supports the developing countries in the fight against poverty on behalf of the Belgian government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this public contract, Enabel is represented by Ms. Laurence Janssens, Resident Representative of Enabel in Mozambique.

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

The following developments are also a leitmotiv in Enabel 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 are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, 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;

¹ Belgian Official Gazette of 26 March 2013.

² Belgian Gazette of 30 December 1998.

³ Belgian Official Gazette of 11 December 2017.

⁴ Belgian Official Gazette of 18 November 2008.

- 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 Organisation⁵ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 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 respecting the environment: 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 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the public contract

This public contract shall be governed by the Belgian law, among others:

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶;
- 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.

⁵ <http://www.ilo.org/ilolex/english/convdisp1.htm>.

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

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

1.5 Definitions

The following definitions shall be used for the purposes of this contract:

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- Contract manager: The official or any other person who manages and controls the performance of the contract;
- 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 contract or implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Litigation: Court action;
- 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 kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;
- 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;
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is

understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

- Controller in the meaning of the GDPR: The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Sub-contractor or processor in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- Recipient in the meaning of the GDPR: A natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.
- Personal data: Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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

1.6.2 Confidentiality

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

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. 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>

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 contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they will comply therewith.

1.7 Deontological obligations

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

1.7.2. For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. 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 on 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 candidate's procedure will lead to the rejection of the application or the tender.

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

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

1.8 Applicable law and competent court

The public 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 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. See also point 4.17 "Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

Public contract for services.

2.2 Object and scope of the contract

This public services contract consists of “Provision of periodical support and backstopping services to the Ministry of Mineral Resources and Energy and Energy Regulatory Authority in Mozambique”, in conformity with the conditions of these tender documents.

Framework contract

This public contract is awarded as a framework agreement with an economic operator in accordance with Article 43 of the Law of 17 June 2016.

This public contract establishes the terms governing public contracts to be concluded during the validity period of the agreement.

2.3 Lots

The contract has 3 lots, each of which is indivisible. The tenderer may submit a tender for one, several or all/the three lots. A tender for part of a lot is inadmissible.

The lots are:

- Lot 1: Energy Data Collection, Management and Analysis
- Lot 2: Gender Mainstreaming
- Lot 3: Regulation

The detailed description of each lot is included in point 5 of these tender documents.

Contracts will be awarded lot by lot, but the contracting authority must choose the most favourable overall solution.

2.4 Duration

For each of the lots, the contract starts upon award notification and expires at the final acceptance, fixed on the 31st of December 2022 (see point 4.13.2 “Implementation period (Art. 147)”).

2.5 Variants

Each tenderer may submit only one tender. Variants are forbidden.

2.6 Quantities

The public contract has no minimum quantities. The estimates given under point 6.10 “Financial offer & tender form” are for information purposes only and regard the whole duration of the contract. The contractor must therefore be able to perform these quantities for the period that covers the duration of the public contract.

Exact quantities shall be determined in order forms. The contracting authority does not commit in any way as to quantities that will actually be ordered through this contract. The contractor cannot use the fact that the listed quantities were not attained as a basis for claiming compensation. See also point 4.13 “Performance modalities (Art. 146 et seq.)”.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1^o a) of the Law of 17 June 2016 pursuant to a negotiated procedure without publication.

3.2 Publication

These tender documents are published on the Enabel website (www.enabel.be).

3.3 Information

The awarding of this contract is coordinated by Mr. Armando Panguene, Procurement Officer of Enabel in Mozambique. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

Tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016 until the 1st of November 2021. Questions shall be addressed in writing to:

Mr. Armando Panguene
Procurement Officer
Enabel in Mozambique
armando.panguene@enabel.be

They shall be answered in the order received. The complete overview of questions asked shall be available as of 8th of November 2021 on the Enabel website (www.enabel.be). Until the notification of the award decision, no information shall be provided 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 contract notice or the tender documents that are published and/or that are sent to him by individual registered letter or by electronic mail.

To do so, when tenderers have downloaded the tender documents, they are requested to contact the above-mentioned persons, to provide him/her with their contact details and to be informed of possible changes or additional information. Tenderers who have downloaded the tender documents are also advised to consult Enabel website (www.enabel.be).

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

3.4 Tender

3.4.1 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. Identification form;
2. Financial identification;

3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderers;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - Copies of recent documents showing the legal status and place of registration of the Tenderer (certificate of incorporation or registration...);
 - The document certifying that the Tenderer is in order with the payment of social contributions;
 - The document certifying that the Tenderer is in order with the payment of taxes;
 - An extract from the criminal record made out to the name of the Tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
7. Key Experts forms and availability of key experts;
8. Financial offer & Tender form;
9. CVs of Key Experts.

The tenderer is strongly advised to use the tender forms in annexe (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. In case of divergences and/or disputes regarding the interpretation of the filled out Tender Documents (and annexes) and subsequent documents relating to this public Contract, the English version shall prevail and be used as the key reference

The tenderer may submit one copy of administrative documents for all lots and different technical bids for the different lots.

By submitting a tender, the tenderer automatically renounces to 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.

3.4.2 Price determination

All prices shall be given in EUR (euros) or Mozambican Meticaís (MZN) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

To enable a comparison of prices, offers submitted in currency other than EUR, will be converted using the average exchange rate of the date of submission of tenders. The exchange rate used is that of the European Commission’s official monthly conversion rates (https://ec.europa.eu/info/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en).

This contract is a price scheduled contract, i.e., only the unit prices are lump-sum prices. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract.

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

3.4.3 Elements included in the price

Except for VAT, the unit prices include all costs, taxes, duties and contributions of any kind, and namely:

Fees, the per diems, accommodation costs, international travel costs, insurance costs, security costs, visa costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

The per diems, accommodation costs, (international) travel costs only need to be included in the 'on-site' price (see form 6.10)

In case the contract is extended, the unit prices mentioned in the contract apply.

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of **90 calendar days** from the deadline for the submission of tenders.

3.5 Submission of tenders

The tender will be drawn up in **3 copies**, one of which will mention "**original**" and two of which will mention "**copy**". **The "original" and one "copy" must be submitted on paper (hard copy)**. The second "copy" must be submitted in one or more PDF files on a CD-ROM / USB stick. Without prejudice to any variants, each tenderer may only submit one tender per contract.

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 signed and dated original and "copies" will be sent in a sealed enveloped mentioning: "**TENDER**", the tender documents number (**MOZ1403011-10034**).

The tender must be received **before 10AM (Mozambican time) on the 15th of November 2021**. It must be sent to:

**Mr. Armando Panguene
Enabel in Mozambique
Av. Kenneth Kaunda, 762
Maputo, Mozambique**

a) Either by mail (standard mail or registered mail or courier express): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

b) or hand delivered directly to the contracting authority against a signed and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 08:00 to 17:00 (Monday to Friday). All times are in the time zone of the country of the contracting authority (Mozambican time).

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted.

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 “Submission of tenders”. The tenders shall be opened behind closed doors without the tenderers.

3.8 Evaluation of tenders

The tenderers' attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet).

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.

3.8.1 Grounds for exclusion and selection criteria

Grounds for exclusion

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 – exclusion criteria”.

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, including:

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**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;

4. The document certifying that the tenderer is in order with the **payment of taxes**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;
5. An **extract from the criminal record** made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities.

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.

Selection criteria

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

For this tender, there is **no selection criteria** applicable.

A tenderer may, if necessary and for a specific contract, submit the capacities of other entities, whatever the legal nature of the relations existing between himself and these entities. In that case, he must prove to the contracting authority that, for the performance of the contract, he shall have the necessary resources by presenting the commitment of these entities to make such resources available to the service provider. Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group's participants or those of other entities.

3.8.2 Regularity of tenders

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

3.8.3 Negotiations

The formally and materially regular tenders shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned below.

The contracting authority may decide to conduct negotiations with the most advantageous tenderers. After these negotiations, the tenderers can submit a best and final offer.

The tenderer whose tender is regular and the most advantageous on the basis of the award criteria mentioned below shall be designated the successful tenderer for this contract.

3.8.4 Award criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria, depending on the lot applied:

Lot 1: Energy Data Collection, Management and Analysis

- Criterion 1: Technical proposal (70%)
- Criterion 2: Price (30%)

No.	Detailed award criteria	Maximum points
1.	Technical Proposal	70
1.1	Key expert 1: Energy sector planning specialist	40
	University Degree	8
	Work experience	10
	Proven experience in Mozambican public sector and with MIREME	15
	Proven experience in training and coaching	7
1.2	Key expert 2: GIS Specialist	15
	University Degree	3
	Work experience	4
	Proven experience in Mozambican public sector and with MIREME	5
	Proven experience in training and coaching	3
1.3	Key expert 3: Survey Specialist for Energy statistics	15
	University Degree	3
	Work experience	4
	Proven experience in Mozambican public sector and with MIREME	5
	Proven experience in training and coaching	3
2.	<p>Price</p> <p>With regards to the 'price' criterion, the following formula will be used:</p> <p>Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$</p>	30
	Total	100

Lot 2: Gender Mainstreaming

- Criterion 1: Technical proposal (70%)
- Criterion 2: Price (30%)

No.	Detailed award criteria	Maximum points
1.	Technical Proposal	
1.1	Expert in Gender Mainstreaming	70
	University Degree	14
	Work experience	18
	Proven experience in Mozambican public sector and with MIREME	26
	Proven experience in training and coaching	12
2.	Price With regards to the 'price' criterion, the following formula will be used: Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$	30
	Total	100

Lot 3: Regulation

No.	Detailed award criteria	Maximum points
1.	Technical Proposal	
1.1	Expert in Renewable Energy Policies and Regulations	70
	University Degree	14
	Work experience	18
	Proven experience in Mozambican public sector and with MIREME	26
	Proven experience in training and coaching	12
2.	Price With regards to the 'price' criterion, the following formula will be used: Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$	30
	Total	100

3.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above. We

need to point out though, that in conformity with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority can either renounce to award the contract, either redo the procedure, if necessary, through another awarding procedure.

The contracting authority maintains the right to award only a certain lot or certain lots.

3.9 Concluding the framework contract

Pursuant to Art. 95 of the Royal Decree of 18 April 2017, the framework contract is formalized by the notification to the chosen tenderer of the approval of his tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- the notification of the award decision,
- these tender documents and the annexes,
- if any, minutes of the information session and/or clarifications and/or the addendum,
- the tender and all its annexes,
- any later documents that are accepted and signed by both parties.

Please note that in case of divergences and/or disputes regarding the interpretation of the Tender Documents (and annexes) and subsequent documents relating to this public contract, the English version of the Tender Documents (and annexes) and subsequent documents will prevail and be used as the key reference.

4 Specific contractual provisions

This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the 'General Implementing Rules of public contracts' of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 "Performance bond (Art. 25-33)"). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

4.1 Definitions (Art. 2)

- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery is accepted;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Correspondence with the service provider (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender. The contracting authority allows the use of electronic means for the purpose of notification. Whether electronic means are used or not, when communicating, sharing and storing information, data must be kept complete and confidential.

4.3 Contract manager (Art. 11)

The contract manager is Mr. Evert Waeterloos, Intervention Manager, evert.waeterloos@enabel.be

Once the contract is concluded, the contract manager is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The contract manager is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services and signing acceptance and failure report(s). (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 a deviation from the essential terms and conditions of the contract are not part of the competence of the contract manager. For such decisions the contracting authority is represented as stipulated under point 1.2 “Contracting authority”.

Under no circumstances is the contract manager allowed to modify the terms and conditions (e.g., performance deadline, etc.) 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 documents and that has not been notified by the contracting authority, shall be considered null and void.

4.4 Subcontractors (Art. 12-15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority. The contractor commits to having the 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 contract. Any replacements must be approved by the contracting authority.

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

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.5 Confidentiality (Art. 18)

The contractor and his employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this contract. This information cannot under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, give this contract as a reference, provided that it indicates its status correctly (e.g. ‘in performance’) and that the contracting authority has not withdrawn this consent due to poor contract performance.

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, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.6 Protection of personal data

4.6.1 Processing of personal data by the contracting authority

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

4.6.2 Processing of Personal Data by a Subcontractor

During contract performance, the contractor may process personal data of the contracting authority 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.

Given the public contract, it is to be considered that the contracting authority and the contractor will each be responsible, individually, for the processing.

4.7 Intellectual property (Art. 19-23)

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

Without prejudice to paragraph 1 and unless otherwise stipulated in the contract documents, when the object of the contract consists of the creation, manufacture or the development of drawings and models 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 contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the contract documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a licence to exploit the results protected by the intellectual property rights for the exploitation modes that are mentioned in the contract documents.

4.8 Performance bond (Art. 25-33)

Performance bonds are required for contracts with a value over €50,000 excl. VAT.

4.8.1 Provision of a bond

The successful tenderer is required to provide a financial guarantee to cover its obligations until final and good performance of the contract. The performance bond is set per lot at 5% of the total amount, excluding VAT, of the contract. The amount thus obtained shall be 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 collective performance bond. The performance bond may also take the form of a guarantee issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch 15 (bonds).

As a deviation from Art. 26, the performance bond may be:

- posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

The successful tenderer must, within 30 calendar days, as from the day of the awarding of the contract, 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/01_marche_public.pdf as completely as possible and 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 collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;

4. in the case of a surety, by the written undertaking of the credit institution or the insurance company.

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

1. the deposit receipt of the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
2. a debit notice issued by the credit institution or the insurance company; or
3. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or
4. the original of the performance bond stamped by the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
5. the original of the written undertaking issued by the credit institution or the insurance company granting a surety.

These documents, signed by the depositor, must state for whom the performance bond has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful tenderer and, if applicable, of the third party making the deposit, with the words "lender" or "representative" as applicable.

The period of 30 calendar days specified above shall be suspended during the period of closure of the successful tenderer's business during paid annual holidays and the days off in lieu stipulated by regulation or by a compulsory collective labour agreement.

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

4.8.2 Failure to post the performance bond (Art. 29)

When the contractor fails to prove that the performance bond has been posted within 30 calendar days, he will be set in default by registered mail. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by registered letter, the contractor has still failed to produce proof that the performance bond has been posted within a further period of 15 calendar days dating from the date of dispatch of the registered letter, the contracting authority may:

- 1° Post the performance bond itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

4.8.3 Release of the Bond (Art. 33)

At the request of the contractor, the bond will be released after final acceptance.

4.9 Conformity of performance (Art. 34)

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

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

4.10.1 The value of the change is minimal (Art. 38/4)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered;

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

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

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

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

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

4.10.3 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

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

- The suspension lasts in total longer than one twentieth of the performance time and

at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;

- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

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

4.10.5 Unforeseen circumstances (Art. 38/9)

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

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

4.11 Preliminary technical acceptance (Art. 41-42)

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

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

Failure of the contractor is not only related to services themselves but also to the whole of his obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the contractor 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 contract, regardless of their hierarchical position.

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

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

4.12.1 Failure of performance (Art. 44)

The contractor is considered to be in failure of performance of the contract:

- When services are not performed in accordance with the conditions defined by the contract documents;

- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the contractor does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a 'failure report', a copy of which shall be sent immediately to the successful tenderer by registered letter or equivalent.

The contractor shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the 'failure report'. His silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.

4.12.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Art. 45. They shall be due, without the need for notice, simply by the expiry of the implementation period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

4.12.3 Measures as of right (Art. 47-155)

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter 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 expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire 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 of the contract;

2° Performance under own management of all or part of the non-performed contract;

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

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

4.13 Performance modalities (Art. 146 and seq.)

4.13.1 Partial orders

If, for all or part of the services to be provided, the contract documents provide for one or more partial orders, performance under the contract shall be dependent upon notification of each of these orders.

Upon notification of the Award to the successful service provider, the service provider must organise a planning meeting with the focal points of MIREME, ARENE and Enabel to elaborate the 3-monthly plan for activities. The plan should clearly indicate the activities, key experts to be involved and timeframes, which will need to be submitted to the contracting authority. Only after approval of the request by the contracting authority and the notification of an order form, can the consultancy services commence.

The order form will include at least:

- Description of activities for the cycle;
- Number of work days to be performed;
- Designated experts to be allocated to the cycle;
- Estimated timeframe for completion;
- Expected deliverables;

The successful service provider is expected to undertake a planning session and submit a request for each 3-month cycle, prior to the contracting authority's approval and subsequent notification of an order form.

4.13.2 Implementation period (Art. 147)

Each partial order must be performed over a 3-month cycle.

4.13.3 Place where the services shall be performed (Art. 149)

The services shall be performed in Mozambique, in the offices of MIREME and ARENE but the service provider may also undertake distance mode of working for part of the services to be provided.

4.13.4 Evaluation of the services performed

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

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

4.13.5 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 shall guarantee the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.14 Zero tolerance sexual exploitation and abuse

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

4.15 General payment modalities (Art. 66-72 and 160)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.16.1 "Acceptance of the services performed"), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

Ms. Teresa Da Cruz
teresa.dacruz@enabel.be
Project Finance and Administration Assistant
Capacity Development of MIREME and ARENE
Av. Kenneth Kaunda, 762

The invoice will mention:

- **"Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)";**
- the name of the contract: **"Provision of periodical support and backstopping services to the Ministry of Mineral Resources and Energy and Energy Regulatory Authority in Mozambique";**
- the reference of the tender documents and the lot number: **"MOZ1403011-10034 Lot X";**
- the name of the contract manager: **"Mr. Evert Waeterloos";**

The invoice shall be in Euros or Mozambican Meticals.

No advance payments may be requested and payment will be made only after performance and acceptance. Payment will be by bank transfer only.

The payments will be made after conclusion and formal acceptance of each partial order by the contracting authority, which shall be on the basis of the agreed three-month planning. Payments can be made on a quarterly basis (every 3 months), as agreed by the contracting authority and the service provider.

4.16 End of the contract (Art. 64-65, 150 and 156-157)

A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 "Contract manager (Art. 11)").

4.16.1 Acceptance of the services performed

Services will be formally accepted by the issuance of an acceptance report after the completion of each service as part of the partial order to be provided by this contract.

The services shall be only accepted after fulfilling requirements and after technical acceptance(s).

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.15 “General payment modalities (Art. 66-72 and 160)”).

Upon expiration of the thirty-day period 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 shall be drawn up.

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

4.17 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. 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 competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

The contracting authority shall 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 contract. The contractor guarantees the contracting authority against any claims for compensation by third parties in this respect.

In case of “litigation”, i.e., court actions, correspondence must (also) be sent to the following address:

Enabel, Public-law Company with social purposes
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms. Inge Janssens
Rue Haute 147, 1000 Brussels, Belgium.

5 Terms of reference

5.1 Background

5.1.1 Capacity Building of MIREME and ARENE by Enabel

Mozambique has abundant resources which can be used to generate cleaner, cheaper and accessible sustainable energy. In 2011, the United Nations launched the Sustainable Energy for All (SEforAll) initiative to ensure universal access by 2030 to modern energy services, double the global rate of improvement in energy efficiency, and double the share of renewable energy in the global mix. Even though a wide range of socio-economic and environmental arguments are in favour of renewable energy systems, a number of barriers persist. These include policy and legal as well as technical and financial barriers. Specific examples are weak policy frameworks, pricing distortions, high initial capital costs, poor dissemination strategies and lack of skilled manpower or consumer awareness.

The government of Mozambique undertakes diverse measures to ensure sustainable growth in the energy sector, universal energy access, competitiveness, and to reach a relevant position in the energy sector in the Southern Africa Development Community. One of the major governmental objectives is to achieve the target of universal access to energy by 2030. The National Electrification Strategy, launched at the end of 2018 under the National Energy for All Programme, confirms the intention to try to achieve this goal. Additionally, according to the National Electrification Strategy, one of the institutional challenges the country faces is to strengthen the institutional and legal framework to promote a conducive environment to attract public and private investments for the expansion of energy infrastructures. And even though a wide range of socio-economic and environmental arguments are in favour of renewable energy systems, the above-mentioned barriers persist. Despite positive developments in the RE sector, the limited level of access to renewable energy resources remains a complex challenge. Thus, with a population of around 30 million in 2019 and growth estimated at 2.5% per year, it is estimated that around 70% of the population still lack secure access to sustainable sources of power and energy.

The Specific Agreement of 19 April 2017 between the Government of Mozambique and Belgium on “CAPACITY DEVELOPMENT OF THE MINISTRY OF MINERAL RESOURCES AND ENERGY AND ARENE MOZAMBIQUE” (MOZ 1403011) covers a capacity strengthening project to improve the functioning and performance of the recently created Ministry of Mineral Resources and Energy (MIREME) and of the new multi-stakeholder regulator for the sector ARENE. The project is implemented by the Belgian Development Agency (Enabel) with a budget of 4 million Euro. The duration of the intervention is 5 years, with a General Objective of “The development of the energy sector is enhanced in order to power the socioeconomic development of the country and to contribute to the welfare of its people”. The Specific Objective is “The performance of MIREME and ARENE in advancing access to renewable electricity in rural areas is enhanced”.

Three result areas have been identified:

- R1: MIREME's capacities at the central level are strengthened to improve planning and policy-making in the energy sector
- R2: DIPREME's capacities are strengthened in order to improve the planning, coordination and M&E of the energy sector in the selected provinces (Zambezia, Sofala, Manica)
- R3: Capacities of ARENE are strengthened to become a strong and independent regulator able to regulate new and renewable off-grid electricity

It is for this purpose that a range of external interventions have been initiated and financed by Enabel to support MIREME and ARENE. These include the provision of IT equipment at central and provincial level, the design of an IT platform for centralised reporting and information management, a strategy for the introduction of GIS in MIREME, training in renewable energy technologies and regulations, additional human resources, capacity strengthening for data management and modelling, the design of a planning, M&E Manual, an action plan to start the mainstreaming of gender in the energy sector, the identification and recommendation of professional and staffing requirements for ARENE, the elaboration of an HR Development Plan with a Retention Strategy for MIREME, an overview of priority regulatory needs for the off-grid renewable energy sector in Mozambique, the design, development and maintenance of the new website of MIREME, the production of simplified information on renewable energy (productive), the development of a digital database for MIREME for planning, monitoring and evaluation of international cooperation projects (e-Cooperation), and the foreseen development of a strategic plan 2021-2025 and Energy Cadaster for ARENE.

Nonetheless, to succeed in the implementation -or to achieve the right impact- of many of the identified recommendations, more on-going capacity strengthening is required through periodical hands-on and often ad hoc support, as well as systematic coaching over a longer term of staff on different levels of MIREME and ARENE.

5.2 Objective

The objective of this consultancy is therefore to provide periodical support and client-oriented, often ad-hoc backstopping services to MIREME and ARENE in the following 3 areas: (i) energy data collection, management and analysis, (ii) gender mainstreaming and (iii) matters of energy regulation. Each area is represented in a specific lot in these ToR.

5.3 Scope of Work and Expected Outputs

5.3.1 Lot 1: Energy Data Collection, Management and Analysis

The aim is to assist MIREME and ARENE staff in aspects of data collection, management and analysis for the purpose of such activities as energy planning, energy balance compilation and use, energy economics, energy and climate modelling, energy access surveys.

The scope of work for Lot 1: Energy Data Collection, Management and Analysis will be the following:

1. Provide periodical support and hands-on training in the area of energy data collection and statistical analysis (Excel based) aligned to international standards such as those of IRENA, RENAC, IAEA to relevant staff members of MIREME and Arene
2. Provide periodical support and hands-on training in the use and analysis of available GIS data to relevant staff members of MIREME and ARENE
3. Provide periodical support and hands-on training in energy planning, energy balance compilation and use, energy economics and energy and climate modelling
4. Provide periodical support and hands-on training in the area of administering pre-designed energy access surveys (Excel based data collection, management and analysis) at provincial level to relevant staff members of MIREME
5. Provide assistance in networking activities with academia, research institutes and the private sector in energy planning, energy balances, energy economics, energy and

climate modelling, energy access surveys (e.g. understudy, research collaboration, exchange of data and information,...)

Expected Deliverables /Outputs Lot 1: Energy Data Collection, Management and Analysis:

- Regular periodical support and hands-on training in the area of energy data collection and statistical analysis provided
- Regular periodical support and hands-on training provided in the use and analysis of available GIS data to relevant staff members of MIREME and ARENE
- Regular periodical support and hands-on training in energy planning, energy balance compilation and use, energy economics and energy and climate modelling provided
- Periodical support and hands-on training provided in administering predesigned energy access surveys (Excel based data collection, management and analysis) at provincial level in the Central Region provided to relevant staff members of MIREME
- Networking activities with academia, research institutes and the private sector in energy planning, energy balances, energy economics, energy and climate modelling, energy access surveys initiated

5.3.2 Lot 2: Gender Mainstreaming

The aim is to align policies, practices, staff and stakeholders of MIREME towards gender inclusion on various levels within the ministry and its directorates, as well as in its areas of implementation. The first step in this process is to empower the Focal Points of Gender (PFG) through additional training on gender and energy and its interfaces, and to formally establish their role in decision-making processes on the various levels within MIREME.

The scope of work for Lot 2: Gender Mainstreaming and expected outputs/deliverables are the following.

The consultants will provide periodical, hands-on and client-oriented assistance to PFG of MIREME and ARENE at national and provincial levels through:

1. Technical training on gender, energy and their interfaces
2. Training in sensitization of the population in general, and women of rural areas in particular, about the advantages of using renewable technologies on health, personal finances, education, productive and domestic use of energy
3. Coaching on setting up internal dialogue within MIREME on gender approach at sectoral level, including Monitoring & Evaluation of previously identified short-term actions steps
4. Support in definition of KPIs for gender mainstreaming
5. Coaching of advocacy within MIREME to remove administrative bottlenecks in accreditation of PFG
6. Support to the mapping of and networking with cooperation partners on available funding opportunities to support interventions, as well as project proposal writing
7. Support to the process of setting up a digital database/library oriented to the renewable energy and gender sub-sector, for sharing and analysing quantitative and qualitative information on access to energy
8. Coaching in compiling the capacity building curriculum with the components that justify certification /accreditation for successful participant responsibilities and an accordingly adjusted salary scale.

Expected Deliverables/Outputs Lot 2: Gender Mainstreaming:

- The role and attributes of PFG are more clearly defined
- Training on gender, energy and sensitization delivered at national and provincial levels
- Internal dialogue within MIREME on gender mainstreaming is established
- Mapping of cooperation partners with funds to support intervention is done
- The requirements for a digital database/library are defined and Terms of Reference for outsourcing are elaborated
- KPIs for gender mainstreaming are defined
- Existing documentation on gender and energy, as well as capacity building curriculum are compiled

5.3.3 Lot 3: Regulation

The aim is to guide and assist ARENE and MIREME towards the completion of legal frameworks on electrical energy regulation that foresee appropriate regulatory incentives for the inclusion of Renewable Energies as a more prominent share in the national energy mix. Therefore, the 'Implementation Plan' as outlined in the consultancy report on EREL's DESENVOLVIMENTO DE UMA VISÃO GERAL DAS NECESSIDADES REGULATÓRIAS PARA O SUBSECTOR DE ENERGIAS RENOVÁVEIS FORA DA REDE EM MOÇAMBIQUE of 08-03-202, must be promoted and supported through practical sessions of technical, legal and advisory support and coaching.

The scope of work for Lot 3: Regulation:

Practical sessions of technical, legal and advisory support and coaching with technical staff and decision makers of MIREME and ARENE that will cover at least the following:

1. A tariff calculation tool for renewable energy
2. Incentives, including import duty and VAT exemption on renewable energy equipment
3. Regulatory instruments for licensing, concessioning and power purchase agreements for autonomous systems and mini-grids
4. Environmental and social impact assessments
5. Updating the current grid code to include renewable energy
6. Energy efficiency
7. Quality and technical standards for equipment...

Expected Deliverables /Outputs Lot 3: Regulation:

Improved understanding, skills and proposals in the above areas of

- A tariff calculation tool for renewable energy
- Incentives, including import duty and VAT exemption on renewable energy equipment
- Regulatory instruments for licensing, concessioning and power purchase agreements for autonomous systems and mini-grids
- Environmental and social impact assessments
- Updating the current grid code to include renewable energy

- Energy efficiency
- Quality and technical standards for equipment...

5.4 Duration of the contract

Each lot comprises of a total of **45 working days** starting from the award of the contract and end of the contract, fixed on the 31st of December 2022.

5.5 Methodology for implementation of services

The consultant may undertake a distance mode of working, but needs to provide a periodical and physical hands-on support in MIREME and ARENE in Maputo through interaction and agreement with the respective focal points of the partner organisations.

The consultant will work closely with the focal points of MIREME and ARENE to specify outputs/deliverables in an agreed three-monthly planning and will subsequently also report on the progress of activities on a three-monthly basis to the Contracting Authority.

It is foreseen a maximum of 15 working days per three-month cycles for each lot, however this is not fixed. Depending on the agreed three-month planning, the working days may be adjusted.

The consultant is expected to use own computer and other equipment required for the tasks outlined in Section 5.3.

Upon notification of the Award to the successful service provider, the service provider must organise a planning meeting with the focal points of MIREME, ARENE and Enabel to elaborate the 3-monthly plan for activities. The plan should clearly indicate the activities, key experts to be involved and timeframes, which will need to be submitted to the contracting authority. Only after approval of the request by the contracting authority and the notification of an order form, can the consultancy services commence.

The order form will include at least:

- Description of activities for the cycle;
- Number of work days to be performed;
- Designated experts to be allocated to the cycle;
- Estimated timeframe for completion;
- Expected deliverables.

The successful service provider is expected to undertake a planning session and submit a request for each 3-month cycle, prior to the contracting authority's approval and subsequent notification of an order form.

5.6 Required expertise and qualifications

The consultant shall propose a team of specialists with the appropriate skills and experience to cover the required outputs for each Lot.

All proposed experts need to be fluent in Portuguese.

5.6.1 Lot 1: Energy Data Collection, Management and Analysis

The team to work on Lot 1 will include relevant experts such as an energy sector planning specialist, a GIS specialist, and a survey specialist for energy data. Other specialists can be added to the team if required or as needed, but will not be considered a key expert.

The consultants will work as a team taking responsibility for gathering information, liaising with stakeholders, and arranging the consultation process.

Key expert 1: Energy sector planning specialist

1. Qualifications: University (at least Master) degree in economics, energy engineering or other relevant area of energy planning. Post-graduate degree and specialist training in the area is considered as an asset.
2. Experience required:
 - 10 years of work experience in energy planning in Mozambique.
 - Proven experience in Mozambican public sector and with MIREME
 - Proven experience in training and coaching
 - Full fluency in Portuguese (speaking, reading and writing)

Key expert 2: GIS Specialist

1. Qualifications: relevant University (at least Masters) degree with accredited training in GIS.
2. Experience required:
 - At least 6 years of relevant working experience;
 - Experience in the in Mozambican public sector and with MIREME;
 - Proven experience in training and coaching;
 - Full fluency in Portuguese (speaking, reading and writing).

Key expert 3: Survey Specialist for Energy statistics

1. Qualifications: University (at least Master) degree in Economics, energy policies, statistics or other relevant areas. Post-graduate degree and specialist training in the area is considered as an asset.
2. Experience required:
 - At least 4 years of working experience related to surveys and energy data
 - Experience in the in Mozambican public sector and with MIREME
 - Proven experience in training and coaching
 - Full fluency in Portuguese (speaking, reading and writing);

Other experts

The tenderer may include other experts as required to complete the tasks identified in this Terms of Reference. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them. Their role must be clearly identified in the technical offer and their CVs (no longer than 3 pages) must be provided.

5.6.2 Lot 2: Gender Mainstreaming

It is compulsory that the team for Lot 2 includes the necessary competencies and experience for the successful completion of the assignment indicated below. Other specialists can be added to the team if required or as needed, but will not be considered a key expert.

Expert in Gender Mainstreaming

1. Qualifications: University (at least Bachelor) Degree in Gender studies, Social Sciences, Economics, or relevant other areas
2. Experience required:
 - Proven experience in gender analysis (please include traceable references and/or examples)
 - Proven experience in the energy sector, preferably renewable energy sector (please include traceable references and/or examples)
 - At least 4 years of working experience related to surveys and energy data
 - Experience in the in Mozambican public sector and with MIREME
 - Proven experience in training and coaching
 - Full fluency in Portuguese (speaking, reading and writing);

Other experts

The tenderer may include other experts as required to complete the tasks identified in this Terms of Reference. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them. Their role must be clearly identified in the technical offer and their CVs (no longer than 3 pages) must be provided.

5.6.3 Lot 3: Regulation

It is compulsory that the team includes the necessary competencies and experience for the successful completion of the assignment indicated below.

Expert in Renewable Energy Policies and Regulations

1. Qualifications: University (at least Master) degree in Engineering, Economics, Law or related areas;
2. Experience required:
 - Proven experience in the energy sector, preferably renewable energy sector
 - Experience in local legal frameworks (e.g. Electricity Law) & associated regulations, power purchase agreements, concession contracts, among others
 - Proven experience with public sector regulation and administration in Mozambique
 - Experience in the in Mozambican public sector and with MIREME and ARENE
 - Proven experience in training and coaching
 - Full fluency in Portuguese (speaking, reading and writing);

Other experts

The tenderer may include other experts as required to complete the tasks identified in this Terms of Reference. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them. Their role must be clearly identified in the technical offer and their CVs (no longer than 3 pages) must be provided.

6 Forms

6.1 Identification forms

6.1.1 Natural person

To fill the form, please click here : <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

I. PERSONAL DATA	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
JJ MM YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD PASSPORT DRIVING LICENCE② OTHER③	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?	BUSINESS NAME (if applicable)
YES NO	VAT NUMBER
	REGISTRATION NUMBER
	PLACE OF REGISTRATION
	CITY
	COUNTRY
DATE	SIGNATURE

① As indicated on the official document.

- ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
- ③ Failing other identity documents: residence permit or diplomatic passport.
- ④ See table with corresponding denominations by country.
- ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2 Legal person entity private/public legal body

To fill the form, please click here :

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

OFFICIAL NAME ②			
ABBREVIATION			
MAIN REGISTRATION NUMBER③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY			PHONE
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

- ① **Public law body WITH LEGAL PERSONALITY**, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② **National denomination and its translation in EN or FR if existing.**
- ③ **Registration number in the national register of the entity.**

6.1.3 Public law entity

To fill the form, please click here :

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

OFFICIAL NAME ①			
BUSINESS NAME (if different)			
ABREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT	NOT 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 companies. See table with corresponding field denomination by country.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Object

6.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹⁰	
IBAN/ACCOUNT NUMBER ¹¹	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS OF BANK BRANCH		
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)

¹⁰ 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.

¹¹ 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

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 documents¹² 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

At the latest before award, the tenderer must provide a **recent certification**¹² 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

At the latest before award, the tenderer must provide a **recent certification**¹² (up to 1 year) 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 Extract from the criminal record

At the latest before award, the tenderer must provide an **extract from the criminal record**¹² in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons.

¹² In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.10 Financial offer & tender form

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following prices, in EUR/MZN and exclusive of VAT (written in figures):

6.10.1 Lot 1: Energy Data Collection, Management and Analysis

	Unit	Unit price*	Quantity	Total exc. VAT*
Team of experts to assist MIREME and ARENE staff in aspects of data collection, management and analysis - Home working	Man-day		10	
Team of experts to assist MIREME and ARENE staff in aspects of data collection, management and analysis - On site	Man-day		35	
VAT percentage (if applicable)			Global price (excl. VAT)	

In his proposal, the tenderer must enclose the details of the composition of the unit price, including the day rates of each key expert submitted.

In case the contract is extended, the prices mentioned in the contract apply. Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.15 “General payment modalities (Art. 66-72 and 160)”.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following prices, in EUR/MZN and exclusive of VAT (written in figures):

6.10.2 Lot 2: Gender Mainstreaming

	Unit	Unit price*	Quantity	Total exc. VAT*
Team of experts to provide periodical, hands-on and client-oriented assistance to PFG of MIREME and ARENE at national and provincial levels – Home working	Man-day		10	
Team of experts to provide periodical, hands-on and client-oriented assistance to PFG of MIREME and ARENE at national and provincial levels – On site	Man-day		35	
VAT percentage (if applicable)			Global price (excl. VAT)	

In his proposal, the tenderer must enclose the details of the composition of the unit price, including the day rates of each key expert submitted.

In case the contract is extended, the prices mentioned in the contract apply. Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.15 “General payment modalities (Art. 66-72 and 160)”.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following prices, in EUR/MZN and exclusive of VAT (written in figures):

6.10.3 Lot 3: Regulation

	Unit	Unit price*	Quantity	Total exc. VAT*
Team of experts to assist with practical sessions of technical, legal and advisory support and coaching with technical staff and decision makers of MIREME and ARENE – Home working	Man-day		10	
Team of experts to assist with practical sessions of technical, legal and advisory support and coaching with technical staff and decision makers of MIREME and ARENE – On site	Man-day		35	
VAT percentage (if applicable)			Global price (excl. VAT)	

In his proposal, the tenderer must enclose the details of the composition of the unit price, including the day rates of each key expert submitted.

In case the contract is extended, the prices mentioned in the contract apply. Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.15 “General payment modalities (Art. 66-72 and 160)”.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.11 Key experts

For each lot, the tenderer must complete the **table hereunder**. He must provide in his offer the **CV's of the key experts proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV should be no longer than 3 pages.

Lot n°: ...

Name of expert	Proposed position	Years of relevant experience	Educational background	Specialist areas of knowledge

6.12 Availability of key experts

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the methodology¹³. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority¹⁴.

Lot n°: ...

Key experts	From	To
X		
Name:		
X		
Name:		

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

¹³ Any expert working on another contract, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates / period included by a key expert in his/her statement of availability must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

¹⁴ In case of replacement, the expert's qualifications and experience must be at least as high as those of the expert proposed in the tender.

6.13 Overview of documents to be submitted

1. Identification form;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderers;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - Copies of recent documents showing the legal status and place of registration of the Tenderer (certificate of incorporation or registration...);
 - The document certifying that the Tenderer is in order with the payment of social contributions;
 - The document certifying that the Tenderer is in order with the payment of taxes;
 - An extract from the criminal record made out to the name of the Tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
7. Key Experts forms and availability of key experts.
8. Financial offer & Tender form;
9. CVs of Key Experts.