Tender documents Enabel in Mozambique
MOZ183 of 10/04/2019

Public services contract for the “Feasibility Study for a small hydro power plant based mini-grid in Nintulo, Gurué district in the Province of Zambezia, Mozambique”

Country: Mozambique

Navision code: MOZ1503411
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## 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 4.7 “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;


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1 Belgian Official Gazette of 26 March 2013
2 Belgian Gazette of 30 December 1998
3 Belgian Official Gazette of 11 December 2017
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 Organisation\(^5\) 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.

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 procurement\(^6\);
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts\(^7\);
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector\(^8\);
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts\(^9\);
- Circulars of the Prime Minister with regards to public contracts\(^6\).

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;

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\(^6\) 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.
• **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;

• **Option**: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the contracting authority or on the initiative of the tenderer;

• **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.

### 1.6 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 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

Any failure to conform with one or more of the deontological terms may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with Enabel.

For the duration of the contract, the contractor and its 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.
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, the clarification, evaluation of tenders and applicants comparison procedures will lead to the rejection of the application or the tender.

Moreover, 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 rank.

Any tender will be rejected and any (public) contract will be cancelled once it appears that the contract awarding or its performance was related to the transfer of ‘extraordinary commercial expenditure’. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

The contractor of the public 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 the 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 his contract cancelled or to be permanently excluded.

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 4.16 “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 “Feasibility Study for a small hydro power plant based mini-grid in Nintulo, Gurué district in the Province of Zambezia, Mozambique”, in conformity with the conditions of these tender documents.

2.3 Lots
This contract is a contract with one lot.

2.4 Duration
The contract begins the date after the award notification and has a duration of 119 calendar days.

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

2.6 Quantities
The public contract’s minimum quantities are mentioned under points 6.9 “Financial offer & tender form” and 5 “Terms of Reference”. Without prejudice to the possibility for the contracting authority to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract the contractor acquires the right to perform these quantities.
3 Procedure

3.1 Award procedure
This contract is awarded in accordance with Art. 42, § 1, 1° 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).
The contract notice was also published in FUNAE’s website (www.funae.co.mz) and local newspapers – O Pais and Noticias.

3.3 Information
The awarding of this contract is coordinated by Akila Munir, 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 22nd of April 2019 at 5 PM. Questions shall be addressed in writing to:

Ms. Akila Munir  
Procurement Officer Enabel in Mozambique  
akila.munir@enabel.be

The complete overview of questions asked shall be available as of at the latest as of 26th April 2019 by 12PM at 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”):

- The identification form;
- The power of attorney;
- The integrity statement for the tenderers;
- The access right and qualitative selection documents;
- The financial offer & tender form;
- The technical offer.

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 and Portuguese** (or French or Dutch if requested). 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.

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) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

This contract is a lump-sum price contract, i.e. the global price is an all-in price which covers all the works/supplies/services concerned by the contract. The all-in price will, if necessary, be calculated on the basis of a breakdown of the lump-sum price. In the latter case, an all-in price will be given for each separate item in the itemised breakdown. The total price will be calculated by adding together the various all-in prices for all such items.

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 global price includes 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.

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 4 copies, one of which will mention “original” and three of which will mention “copy”. In total 3 hard copies need to be submitted and 1 soft copy (USB).

- Original – hard copy
- Copy 1 – hard copy
- Copy 2 – hard copy
- Copy 3 – PDF in soft copy (USB)

The tender can be submitted in either English or Portuguese. It is NOT necessary to submit the tender in both languages.

The technical proposal and financial proposal need to be clearly named and submitted in separate and sealed envelopes.

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 envelope mentioning: “TENDER”, the tender documents number (MOZ183) and the Navision code (MOZ1503411).

The tender must be received before 27th May 2019 at 5 PM. It must be sent to:

Ms. Akila Munir
Enabel in Mozambique
Av. Kenneth Kaunda, 762
Maputo, Mozambique

a) Either by mail (standard mail or registered mail): 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 8:00 AM to 5:00 
PM/2:00PM (Mon-Thurs/Fri). 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 Access rights and selection criteria

Access rights

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 access rights and 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.

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.

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in point 6 “Forms” with regards to his economic and financial capacity as well as his technical capacity.

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:

- Technical Proposal: 60%

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<th>Criteria for Technical Proposal</th>
<th>Points</th>
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<td>Experience of the consultant for execution of services</td>
<td>12</td>
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<tr>
<td>a.</td>
<td>Experience in similar projects (at least 3 works in last 5 years)</td>
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<tr>
<td>b.</td>
<td>Experience in sub-Saharan region in similar projects</td>
<td>3</td>
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<td>c.</td>
<td>Proof of similar services over the last 5 years with a value of at least 100,000 euros</td>
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Methodology (Refer to Annex 6.10)

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<tr>
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<td>Energy Needs Assessment</td>
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<td>Understanding of ToR</td>
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<tr>
<td>(ii)</td>
<td>Strategy</td>
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<tr>
<td>b.</td>
<td>Feasibility Study</td>
</tr>
<tr>
<td>(i)</td>
<td>Understanding of ToR</td>
</tr>
<tr>
<td>(ii)</td>
<td>Strategy</td>
</tr>
<tr>
<td>c.</td>
<td>Work plan &amp; timetable of activities</td>
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Qualification of team members proposed

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<td>3</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Civil/hydraulic engineer</td>
</tr>
<tr>
<td>b.</td>
<td>Mechanic/Industrial engineer</td>
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<tr>
<td>c.</td>
<td>Electrical Engineer</td>
</tr>
<tr>
<td>d.</td>
<td>Geologist</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

- Price: 40%

With regards to the ‘price’ criterion, the following formula will be used:

\[
\text{Points tender A} = \frac{\text{amount of lowest tender} \times 40}{\text{amount of tender A}}
\]

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.

3.9 Concluding the contract

Pursuant to Art. 95 of the Royal Decree of 18 April 2017, the 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.
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 4.7 “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. Mark Tjebbe Hoekstra, Intervention Manager, [mark.hoekstra@enabel.be](mailto:mark.hoekstra@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).
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.

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.

4.6 Intellectual property (Art. 19-23)

The contracting authority acquires 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.
4.7 Performance bond (Art. 25-33)

4.7.1 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 (see “Model of Proof of posting bond”) 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.
- constituted by a one-off deduction from payment of the first invoice.

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 Caisse des Dépôts et Consignations [bpost bank account n° BE58 6792 0040 9979 (IBAN), PCHQBEBB (BIC)] or an equivalent public body (hereinafter referred to as “public body fulfilling a similar function”);

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.

4.7.2 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.

4.7.3 Release of the Bond (Art. 33)
At the request of the contractor, the bond will be released after final acceptance of the contract.

4.8 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.

4.9 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 contract, Enabel will do everything reasonable to agree a maximum compensation figure.

**4.10 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...).

**4.11 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 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.

**4.11.1 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.

**4.11.2 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.

**4.11.3 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.

**4.12 Performance modalities (Art. 146 and seq.)**

**4.12.1 Implementation period (Art. 147)**

The services must be performed within **119 calendar days** from the day following the date of dispatch of the contract award notification letter. The closure of the service provider’s business for annual holidays is not included in this calculation.

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

The services shall be performed at the address mentioned in the terms of references.
4.12.3 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.

4.12.4 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.

4.13 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 4.14.1 “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  
Project Finance and Administration Assistant  
Renewable Energy for Rural Development Phase II (RERD II)  
Av. Kenneth Kaunda, 762  
Maputo, Mozambique

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: “Feasibility Study for a small hydro power plant based mini-grid in Nintulo, Gurué district in the Province of Zambezia, Mozambique”;
- the reference of the tender documents: “MOZ183”;
- the Navision code: “MOZ1503411”;
- the name of the contract manager: “Mr. Mark Tjebbe Hoekstra”;

The invoice shall be in euros.

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

Payment shall be made in instalments (progress payment) as follows:
<table>
<thead>
<tr>
<th>№</th>
<th>After approval of:</th>
<th>% payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Inception report</td>
<td>10%</td>
</tr>
<tr>
<td>2.</td>
<td>Survey Report</td>
<td>10%</td>
</tr>
<tr>
<td>3.</td>
<td>Energy Needs Assessment Report</td>
<td>30%</td>
</tr>
<tr>
<td>4.</td>
<td>Feasibility Study</td>
<td>50%</td>
</tr>
</tbody>
</table>

4.14 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”).

4.14.1 Acceptance of the services performed

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 4.13 “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.

4.15 Modifications to the contract (Art. 37-38 and 151)

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.

4.16 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

In its development plans, the Government of Mozambique (GoM) stipulates achievements with a visible impact on the lives of communities in various sectors as a key vector for meeting the targets set out in the Government's Five-Year Plan (2014-2019) with a view to ensuring the achievement of the Millennium Development Goals\(^6\).

The availability and sustainable use of energy are seen as drivers for the country's socio-economic development. With this in mind, in its plans the Government of Mozambique prioritized increasing access to electricity in rural areas.

In this context, FUNAE (Fundo de Energia - Energy Fund) intends to carry out feasibility studies for a small hydro power plant based mini-grid in Nintulo, Gurué District, Zambezia Province. The Project aims to supply energy to the headquarters of the Nintulo locality and its surrounding villages.

In the framework of the Programme “Renewable Energy for Rural Development I (RERD I)” of the Belgian Cooperation Agency (BTC\(^1\)), the Nintulo small-hydro project began in 2012 with the preparation of a pre-feasibility study on the Lotiwa River. This study analyses various scenarios for the location of the water intake and the generation plant, as well as the layout of the hydraulic circuit. This study indicates generation capacities between 14 and 113 kW.

Based on the pre-feasibility study referred to above, a contractor was hired in 2014 with the aim of preparing the detailed executive project and carrying out the works under an ‘Engineering, Procurement and Construction’ (EPC) Contract. The Executive Project recommends the use of the existing dam for the water intake, a hydraulic circuit of about 1.0 km and a generation plant with a capacity of 108 kW. However, the work has not progressed because the useful head determined in the Executive Project is 5.0 m, which is considered insufficient and risky for the full operation of the project.

In this context an alternative site was identified on the same Lotiwa River, about 5 km upstream of the site described above. This alternative site has a gross head of over 300 m and provides over 620 kW of power. As the beneficiary of the project is the same (the headquarters of the Nintulo locality and its surrounding villages) the socio-economic study referred to above only needs to be updated. There is a need however to execute the energy generation / transmission project from scratch for this new location.

These Terms of Reference (ToRs) describe the scope of the consultancy services, activities to be developed as well as the expected results of the Nintulo small-scale hydro power plant Feasibility Study undertaken within the framework of the RERD II Programme of the Belgian Cooperation (Enabel, ex-BTC).

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\(^6\) In September 2015 the Millennium Development Goals were replaced by the Sustainable Development Goals.

\(^1\) In January 2018 BTC was renamed to Enabel, Belgian Development Agency.
5.2 Purpose and Scope

5.2.1 Objectives of the services to be contracted

The general goal of this consultancy is to carry out the technical, financial and environmental feasibility study of the Nintulo mini-hydro power plant in Gurué District, Zambezia Province.

The specific objectives of the Consultancy are:

- Collect technical data and update the existing socio-economic data relating to the study area;
- Carry out the technical study of alternative solutions for the different components of the hydroelectric power plant, including low and medium voltage lines. The proposed solutions must include at least one solution in two phases of installation in order to take into account the growth in demand;
- Study and compare the technical options for generating electricity, including a small hydro power plant, extension of the National Electricity Grid and realization of a mini-grid based on solar energy and individual systems and possibly other renewable energy sources;
- Optimize the best generation option and sizing of the various components of the venture, including transmission and distribution lines;
- Forecast energy consumption and demand;
- Establish the investment, operation and maintenance costs for the different options.
- Carry out a Preliminary Environmental Impact Assessment;
- Propose a mini-hydro power plant management model indicating the profile of the necessary technical staff with respective tasks and the financial management model.

5.2.2 Scope of work

FUNAE identified a site on the Lotiwa River, in the locality of Nintulo, Administrative Post of Lioma, Gurué District in Zambezia Province, which presents a hydroelectric potential in a preliminary assessment. The site’s approximate coordinates are as follows:

- Latitude -15.18093 or (15°10’42.87”S)
- Longitude 37.107746 or (37°06’14.37”E)

The development of a mini-hydro power plant is proposed for this site, to supply electricity to the Nintulo locality and surrounding villages, not only for domestic or public use, but also for the implementation of productive activities such as irrigation, small industry and others.

The general characteristics of the study area are:

- **Location:** The village of Nintulo is located in the Administrative Post of Lioma, Gurué District in Zambezia Province, about 25 km from the District Headquarters of Malema in Nampula Province. The site identified for the hydroelectric plant is located on the Lotiwa River.

The Nintulo locality comprises 6 villages, the furthest being located 1.5 km from the locality’s headquarters. The villages that make up this town are: Nintulo-Sede, Rambwa, which is located a few meters from the locality’s headquarters, Namucuilo, Muanhupo, Elema and Murrapacha. According to the pre-feasibility study mentioned
above which cites projection data from the National Institute of Statistics (Instituto Nacional de Estatística - INE) 2007 Census, the Nintulo locality has a population of 16,575 inhabitants, of which 5,047 live in the locality’s headquarters\textsuperscript{12}.

- **Climate:** The District of Gurué is influenced by a rainy, tropical savanna climate with an average annual precipitation of 800 mm, which often reaches 1,200 or even 1,400 mm. The average annual evapotranspiration is between 1,000 to 1,400 mm with average temperatures of 24 to 26 °C.

- **Main Activities:** The main activity is agriculture, practiced by almost all households. Maize and beans are the predominant crops, not only for self-consumption but also for trading.

- **Energy Sources:** Some facilities and households use solar energy and diesel generators; however, most households use wood and charcoal for cooking, battery flashlights and sometimes oil for lighting.

- **Sources of Water Supply:** A large part of the population consumes water collected from rivers and lagoons as well as groundwater from boreholes and open-air wells.

- **Water availability throughout the year and potential for hydropower generation:** The Lotiwa River is of a permanent nature and is a tributary of the River Lúrio, with considerable discharges throughout the year. The topographic configuration of the river suggests that there are sites with appropriate characteristics for the implementation of mini-hydro projects. The study to be carried out will reveal the actual capacities that can be installed taking into account the conditions of the river, topographical conditions, current demand and a demand evolution forecast.

### 5.3 Activities

Based on the preliminary survey carried out by FUNAE, the consultant must carry out measurements and collect data to obtain a first indication of the feasibility of the project described here, from a social, technical, economic and environmental perspective.

The consultant should take the country’s river basin development plans into account. The Lotiwa River is located in the Lúrio catchment area, locally managed by the Regional Water Administration of the Centre and North (ARA Centro Norte). At the central level the National Directorate for Water Management (DNGRH) should be contacted.

As mentioned in the introductory chapter, FUNAE is in possession of a pre-feasibility study and an executive project for the site first identified. These studies are considered important for consultation purposes and for updating information, especially on socio-economic and distribution network data. The Simplified Environmental Study is also available.

The activities foreseen in this Consultancy will be undertaken in the following phases:

#### 5.3.1 Phase I: Energy needs assessment

**5.3.1.1. Collection and updating of existing socio-economic information**

- Establish a methodology and produce a map of the project area. The methodology must be presented and approved by FUNAE and Enabel;

\textsuperscript{12} Data from the 2017 census is not yet available for this area but there are indications that there are no major differences.
• Determine the survey sample size; the consultant will determine a statistically significant population sample, which will be taken as the basis for assessing energy demand;

• Identify and analyze indicators on the area’s economic basis and its evolution prospects;

• Prepare survey questionnaires and include all the necessary items for response to the following elements:
  o Current energy consumption;
  o Domestic loads, loads for productive use, loads for commercial use;
  o Energy demand by type of connection;
  o Possible ‘anchor loads’;
  o Women’s energy needs;
  o Current and potential economic and social activities;
  o Seasonality of economic activities;
  o Capacity and willingness of households and businesses to pay for electricity;
  o Affordability of the cost of connection and household appliances;
  o Opportunities for productive use, research and market opportunities
  o Existing financial institutions (or others) to finance electrical appliances
  o Providers of electrical appliances in villages

• Identify the current situation as well as the population evolution forecast as a consequence of electrification;

• Geolocate the “anchor loads”, public institutions, productive energy users, commercial activities and surveyed households;

• Identify the current situation, social aspects and evolution forecast as a result of electrification, inquiring at least about:
  o Population distribution;
  o Number of villages / families present in the catchment area;
  o Evolution forecast of the number of households/residences classified by category of worker (ex: public sector/technicians/doctors, teachers, nurses).
  o Survey of the current situation in households/residences and commercial activities, with a view to identifying the types of energy they use, the main problems they face and their current and medium-term needs.
  o Number of people disaggregated by gender (Men / Women);
  o Socio-economic background;
  o Opportunity for productive uses of energy;

• Survey, map and forecast the evolution of the number of economic, social and institutional infrastructures, by sector, and identify the prospects for future public lighting infrastructures.

5.3.1.2 Collecting and updating information on the energy situation

• Survey the current situation and map the main infrastructures:
  o Main roads;
  o Public infrastructures (schools, public buildings, health centers, water sources / fountains, ...);
Regarding public infrastructures: identification of the types of energy currently used, main problems faced and current and medium-term needs (load curves).

- Identification of current and desired energy use (load profile) of households/residences and commercial users, as well as the prices corresponding to their capacity and willingness to pay (revealed and expressed);

- Characterization of the energy supply and demand situation

- Classification of beneficiaries by energy needs and payment capacity, with an indication of the capacity to be used in the immediate and medium terms.

- Identification of current and/or future presence of (other) donors in the field of rural development and complementary energy-using activities (milk, cold chain, irrigation, leisure, etc.);

- Identification of the preliminary socio-economic and environmental impact expected from the implementation of the project, regarding the increase of access to energy services, productive growth and improvement of the population’s quality of life.

- Definition of objective and measurable indicators for the evaluation of the socio-economic and environmental impact expected from the installation of the electricity system.

All research tools must be presented to and approved by FUNAE and Enabel. The consultant will present the collected data in the form of an easily accessible database, preferably in Excel format.

5.3.2 Phase II: Feasibility Study

5.3.2.1. Collection and analysis of geological, geotechnical and topographical information

- Geological and geotechnical survey of the areas planned for the construction of the dam and the power station.

- Topographic survey and determination of the gross and usable head for the power plant.

- Topographic survey and definition of the hydraulic circuit and its layout;

- Analysis and description of the conditions of the region (including soil) at both the sites planned for construction works and for the placement of electricity poles, using existing data (reports/studies), measuring and/or testing devices.
5.3.2.2. Collection and analysis of hydrological information

- Survey of all hydrological information from existing historical data (DNGRH, ARA-Centro Norte and other sources) and measurements of the river flow using appropriate instruments and/or methods presented to and approved by FUNAE and Enabel;
- Determination of flow based on hydrologic modelling and determination of flow during the dry season and centenary floods;
- Determination of the exploitable flow rate for a hydroelectric project;
- Establishment of the flow duration curve in % or logarithmic and the flow characteristics;
- Conduct a survey of water use upstream and downstream of the mini-hydro power plant construction site with a view to avoiding the emergence of conflicts;
- Determine the necessary flow for irrigation of agricultural fields and define the respective point(s) of water intake and delivery;

5.3.2.3. Outline of technical options for the Small Hydroelectric Power Plant and for supplying electricity to the Nintulo locality

- Approximate definition of the various technical options for electrification of the villages through a mini hydroelectric power plant and/or connection to the national grid;
- Analysis of several technical options for the components of the mini-hydroelectric power plant, regarding:
  - Options for civil works (dam placement, feed channel, loading chamber, penstock, powerplant, among others);
  - Options for the hydro and electromechanical system (generator type, turbine type and others);
  - Options for the electrical system (transmission and distribution lines, voltage levels, home installations and others);
  - Operation and maintenance options for the system;
- Distribution component:
  - Options for the electrical system (distribution, voltage levels, home installations), connection to the Electricidade de Moçambique - EDM network;
  - Options for household connections, shops, Anchor Loads, medium voltage (MV)/low voltage (LV), number of transformers, LV switchgears;
  - Public / street lighting;
  - Meter system, Credelec¹³ or similar for isolated mini-grids;
  - Options for system operation and maintenance;
  - Options for out-of-network population with individual systems.

Propose the villages to electrify, with the distances and their estimated future consumption.

¹³ EDM prepaid electricity system in Mozambique.
5.3.2.4. Project’s economic viability analysis

- Elaboration of a detailed study for the installation of a mini-hydroelectric power plant that globally responds to the set of components necessary for the functioning of this system/technology, namely:
  - Investment costs (supply of equipment, transport, installation, testing);
  - Maintenance costs (preventive and corrective);
  - Acquisition of spare parts and availability of technical capacity;
  - Proposal for an immediate intervention modality for electrification of the selected villages and for a medium-term strategy of action;
  - The proposal should consider at least one solution in two phases of installation in order to take into account growth in demand.

- Indication of an action plan for its implementation, deadlines and responsibilities;

- Risk assessment and critical success factors;

- Identification and analysis of indicators on the economic basis and its evolution prospects:
  - Number of people engaged in formal and informal employment and an estimation of potential jobs to be created;
  - Assessment of the contribution of the main areas of economic activity in production and trading;
  - Identification of the main companies and enterprises in the public and private sectors operating in the area;
  - Investigation and elaboration of legal requirements on water use rights and licenses to operate a mini-hydro system;
  - Investigation of legal developments in the sphere of ownership and concessions in the area of mini-grids in Mozambique;
  - Research and elaboration of possible configurations of private sector intervention in the Nintulo electrification project.

- To study and compare technical options for electrification of the project’s target villages from the mini-hydroelectric power plant and from the nearest point of the National Electricity Grid. The options to be considered are as follows:
  - Small hydroelectric power plant with a distribution network;
  - Two-phase mini-hydroelectric plant with distribution network;
  - Solar installation with a distribution network;
  - Connection to National Electricity Grid for electrification;
  - Small hydroelectric plant with distribution network and connection to the National Electricity Grid for selling electricity.

- All options considered should include at least:
  - Layout;
  - Technical sizing of the generation system;
  - Project costing;
  - Business model including at least: Capital expenditure (CAPEX), Operational expenditure (OPEX), management costs, levelized cost of electricity (LCOE) and Net Present Value (NPV).
• Risk assessment and critical success factors;
• Estimated average and potential daily energy production calculated on a monthly basis.

5.3.2.5. Preliminary environmental impact assessment and analysis

• Collection and systematization of the necessary information for the preparation of the project’s environmental impact study and technology to be implemented in accordance with Decree 45/2004 of 29 September.

5.4 Approach and Methodology

5.4.1 General aspects

In the execution of this assignment the consultant must pay attention to the following general aspects:

a. The consultant must work in close interaction with FUNAE, always taking into account FUNAE’s present quality management system (see d. below);

b. The consultant shall indicate the approach and methodology to be used in order to respond to the ToRs, as well as the approach for transferring knowledge to FUNAE’s team;

c. The consultant shall present the project/contract management structure, i.e. indicate the form of organization for management and implementation of the work and for the quality management of deliverables;

d. The consultant shall report on the project status at appropriate intervals for the normal monitoring of the work. The reporting will be in writing and the frequency will be agreed at the meeting at which the services commence. This meeting will also brief the consultant on FUNAE’s quality management system mentioned under a. above.

5.4.2 Specific aspects

The appropriate approach and methodology for carrying out the services to be contracted will be defined and indicated in the consultant’s proposal and will be discussed before the commencement of services. However, the consultant should take into account the following specific aspects:

a. The information shall be collected from primary and secondary sources. At the central level the following institutions should be consulted: FUNAE, the Provincial Directorate of Mineral Resources and Energy of Zambezia (DPREME - Zambezia), INE, DNGRH, ARA Centro and Norte and others that may be deemed necessary. At the local level, local authorities, Non-Governmental Organizations (NGOs) and relevant projects should be consulted and economic agents, local personalities, state and business officials, households and other relevant stakeholders should be interviewed, such as any entrepreneur interested in investing in the area.

b. Direct site visits and surveys are mandatory and existing infrastructure should be identified with accuracy, geo-referenced and photo documented. In advance of all field missions and visits (location and duration), the consultant shall propose a plan to be approved by FUNAE and Enabel. This procedure will allow FUNAE and Enabel to mobilize the FUNAE delegation and Enabel expert in the field. FUNAE and Enabel reserve the right to accompany the mission with their own technicians.
c. For the collection of information on the preliminary environmental impact assessment process, please refer to Decree 45/2004 of 29 September.

d. The consultant shall indicate in his/her technical proposal the list of suitable and available equipment for the execution of the contract, indicating all the data necessary for its verification.

e. In preparing his/her technical proposal, the consultant shall explain how he/she will transfer knowledge to the FUNAE technical team which is involved in the management of small-scale hydro projects.

5.5 Expected Results

The deliverables must meet the objectives described in section 2 and must be the result of the activities carried out, the main of which is described in section 3. Other activities may have to be carried out if they are considered relevant by the consultant, FUNAE or Enabel.

Whenever the resulting deliverables are substantiated in reports, it is expected that they are structured in such a way as to have a clear and precise understanding of the topics covered, the intended objectives and the conclusions and recommendations made and their rationale.

5.5.1 Phase I: Energy Needs Assessment

a) Inception report
The Inception Report should present the methodology, the questionnaires that the consultant intends to use during the field surveys and the work plan that the consultant intends to use. The methodology and the questionnaires must be discussed with and approved by FUNAE and Enabel.

b) Survey Report
The data collection report should show in a systematic way all the information/data collected in the field. At this stage the planned data processing needs to be clearly described.

c) Energy needs assessment report
The Energy Needs Assessment Report shall include the activities set out in point 3.1. Additionally, the following shall be submitted:

- Details of calculations and data processing performed;
- Processed and unprocessed data;
- Characterization of the socio-economic and energy situation;
- Recommendations on willingness and ability to pay, socio-economic and gender aspects, business development, anchor loads and productive energy use.

5.5.2 Phase II: Feasibility Study

a) Feasibility Report
In addition to the information from the previous studies, the feasibility report shall include all the information contained in section 3.2.
5.6 Timetables and Deadlines

The maximum duration of the consultant’s team work is 17 weeks. The consultant must submit in advance the activity plan and the expected delivery dates of the resulting products (deliverables) specified in point 5. The preparation of work involves the submission of the following reports against the deadlines stated below for the approval and decision by FUNAE and Enabel:

- **Inception report**: 10 (ten) days after the start of activities with 1 (one) original and 2 (two) copies;
- **Survey report**: 20 (twenty) days after the commencement of the activities, with 1 (one) original and 2 (two) copies;
- **Energy Needs Assessment Report**: 25 (twenty-five) days after approval of the Data Collection Report, with 1 (one) original and 2 (two) copies;
- **Feasibility Study**: 60 (sixty) days after the approval of the Energy Needs Assessment Report, with 1 (one) original and 2 (two) copies;

**Note**: All documentation and data referred to above must be submitted to FUNAE and Enabel in electronic format. Reports in electronic format should be in Portuguese and English, while printed copies should be in Portuguese.

5.7 Team

The team must include the necessary experience and skills for the work to be carried out, in particular:

- 1 Civil/Hydraulic Engineer with a minimum of 7 years experience in studies and projects of hydroelectric power plants (mini-hydro), with specific experience in Africa, preferably in rural electrification projects;
- 1 Mechanical/Industrial Engineer, with a minimum of 5 years experience in studies and projects of rural electrification and mini-grids, with specific experience in the study of energy needs;
- 1 Electrical Engineer, with a minimum of 5 years experience in LV-MV distribution network studies;
- 1 Geologist, with a minimum of 7 years experience in dam studies and projects;

5.8 Language of the Contract

The languages of communication shall be Portuguese and English.
# 6 Forms

## 6.1 Identification form

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and first name of the tenderer or name of the company and legal form</td>
<td></td>
</tr>
<tr>
<td>Nationality of the tenderer and of staff (if different)</td>
<td></td>
</tr>
<tr>
<td>Domicile / Registered office</td>
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</tr>
<tr>
<td>Telephone number</td>
<td></td>
</tr>
<tr>
<td>National Social Security Office registration number</td>
<td></td>
</tr>
<tr>
<td>Company number</td>
<td></td>
</tr>
<tr>
<td>Represented by the undersigned (Surname, first name and function)</td>
<td></td>
</tr>
<tr>
<td>Contact person (telephone number, e-mail address)</td>
<td></td>
</tr>
<tr>
<td>If different: Project manager (telephone number, e-mail address)</td>
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</tr>
<tr>
<td>Account number for payments, Financial institution, Under the name of</td>
<td></td>
</tr>
</tbody>
</table>

Done in ................................, on ................................

Signature:

Name:
6.2 Integrity statement for the tenderers

By submitting this tender, the tenderer declares on honour the following (cf. Art. 52 and seq. of the Law of 17 June 2016):

• Neither members of administration or staff members, or any person or legal person the tenderer has concluded an agreement with in view of performing the contract, may obtain or accept from a third party, for themselves of 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 firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

• He has read and understood the articles about deontology and anti-corruption included in the tender documents and declares going along completely and respecting these articles.

He is also aware of the fact that the personnel of Enabel are tied to the provisions of an ethical code, which states that: “In order to ensure the impartiality of personnel, they are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”.

If above-mentioned contract is awarded to the tenderer, he declares, 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 contract, it is strictly forbidden to the contractor of the contract (i.e. members of 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 contract, regardless of their hierarchical position.

• Any (public procurement) 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 conform with one or more of the deontological terms may lead to the exclusion of the contractor from this contract and from other contracts for Enabel.

• The contractor of the public 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.

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.

Name and first name: ………………………

Duly authorised to sign this tender on behalf of: ………………………

Date: ……………………… Signature: ………………………
6.3 Declaration on access rights and exclusion criteria

By submitting this tender, the tenderer declares on honour the following (cf. Art. 67-70 of the Law of 17 June 2016 and 61-64 of the Royal Decree of 18 April 2017):

He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity:

1° Participation in a criminal organisation as defined in Art. 324bis of the Criminal Code or in Art. 2 of Council Framework Decision 2008/841/JAI of 24 October 2008 on the fight against crime;

2° Corruption, as defined by Art. 246 and 250 of the Criminal Code or Art. 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union or Art. 2.1 of the Council Framework Decision 2003/568/JAI of 22 July 2003 on the fight against corruption in the private sector;

3° Fraud within the meaning of Art. 1 of the Convention on the protection of the European Communities’ financial interests, approved by the Law of 17 February 2002;

4° Terrorist offenses or offenses related to terrorist activities, as defined in Art. 137 of the Criminal Code, Art. 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on the fight against terrorism, or inciting, aiding or abetting an offence as referred to in Art. 4 of that Framework Decision;

5° Money laundering or terrorist financing as defined in Art. 5 of the Act of 11 January 1993 on preventing use of the financial system for purposes of money laundering and terrorist financing, or in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;


7° Occupation of third-country nationals who are unlawfully staying within the meaning of Art. 35/7 of the Act of 12 April 1965 on the protection of workers’ remuneration or within the meaning of the Act of 30 April 1999 on the occupation of Foreign Workers

He has paid his social security contributions in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 62 of the Royal Decree of 18 April 2017);

He is in order with his obligation pertaining to the payment of his taxes in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 63 of the Royal Decree of 18 April 2017);

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties within the meaning of the Law of 17 June 2016. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

Name and first name: __________________________

Duly authorised to sign this tender on behalf of: __________________________

Date: __________________________ Signature: __________________________
6.4 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.

6.5 Certification of registration and / or legal status

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

6.6 Certification of social security contributions

At the latest before award, the tenderer must provide a recent certification 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. The tenderer registered in Belgium must be in order for the latest trimester of 2018.

6.7 Tax certificate

At the latest before award, the tenderer must provide a recent certification (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.

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14 In case of a joint venture, the certificate must be submitted for all members of the tendering party.
6.8 List of the main similar services

The tenderer must provide in his offer the list of the **main similar consultancy services (min. 3) in the last five years**, including the amount involved, relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services. The minimum total amount of services during the last 5 years must **exceed or equal 100,000 euros**.

For each of the projects listed, the tenderer must provide in his offer the certificates of completion (reference letter or certificate without major reservation) and / or any supporting documents (contracts, invoices…) approved by the entity which awarded the contract. Please note that without the certificates of completion, the similar services will not be considered.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of the main similar services performed</th>
<th>Amount involved (Euros)</th>
<th>Relevant dates in the last 5 years</th>
<th>Name of the public or private bodies (include contact details)</th>
<th>Attached certificate of completion? Type?</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g.</td>
<td>Feasibility study for hydro-plant in Malawi</td>
<td>20,000 euros</td>
<td>June 2016 – February 2017</td>
<td>Company X</td>
<td>Yes, reference letter</td>
</tr>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td>3.</td>
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</tbody>
</table>
### 6.9 Financial offer & tender form

If additional resources need to be considered, please follow the exact format as provided below. Financial offers will be evaluated per team member disaggregated by the deliverables.

*All costs/elements should be included in the unit prices*

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 global and unit prices, in EUR and exclusive of VAT (written in figures):

<table>
<thead>
<tr>
<th></th>
<th>Unit</th>
<th>Unit price excl. VAT*</th>
<th>Quantity (days)</th>
<th>Total excl. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Civil/Hydraulic Engineer</strong></td>
<td></td>
<td></td>
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<tr>
<td>Inception Report</td>
<td>Man-day</td>
<td>€</td>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Energy Needs Assessment Report</td>
<td>Man-day</td>
<td>€</td>
<td></td>
<td>€</td>
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<tr>
<td>Survey Report</td>
<td>Man-day</td>
<td>€</td>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Feasibility Study</td>
<td>Man-day</td>
<td>€</td>
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<td>€</td>
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<tr>
<td><strong>Sub-Total (1)</strong></td>
<td></td>
<td></td>
<td></td>
<td>€</td>
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<tr>
<td><strong>Mechanical/Industrial Engineer</strong></td>
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<tr>
<td>Inception Report</td>
<td>Man-day</td>
<td>€</td>
<td></td>
<td>€</td>
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<tr>
<td>Energy Needs Assessment Report</td>
<td>Man-day</td>
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<tr>
<td>Survey Report</td>
<td>Man-day</td>
<td>€</td>
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<td>€</td>
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<tr>
<td>Feasibility Study</td>
<td>Man-day</td>
<td>€</td>
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<td>€</td>
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<td><strong>Sub-Total (2)</strong></td>
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<td>€</td>
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<tr>
<td><strong>Electrical Engineer</strong></td>
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<td>Inception Report</td>
<td>Man-day</td>
<td>€</td>
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<td>€</td>
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<tr>
<td>Energy Needs Assessment Report</td>
<td>Man-day</td>
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<td>Survey Report</td>
<td>Man-day</td>
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<td>€</td>
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<tr>
<td>Feasibility Study</td>
<td>Man-day</td>
<td>€</td>
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<td>€</td>
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<tr>
<td><strong>Sub-Total (3)</strong></td>
<td></td>
<td></td>
<td></td>
<td>€</td>
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<tr>
<td><strong>Geologist</strong></td>
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<tr>
<td>Inception Report</td>
<td>Man-day</td>
<td>€</td>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Energy Needs Assessment Report</td>
<td>Man-day</td>
<td>€</td>
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<tr>
<td>Survey Report</td>
<td>Man-day</td>
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<tr>
<td>Feasibility Study</td>
<td>Man-day</td>
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<td>€</td>
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<tr>
<td><strong>Sub-Total (4)</strong></td>
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<td></td>
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<tr>
<td><strong>Total excl. VAT</strong></td>
<td></td>
<td>€</td>
<td></td>
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</tr>
<tr>
<td><strong>VAT % (if applicable)</strong></td>
<td>%</td>
<td>€</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total incl. VAT</strong></td>
<td></td>
<td>€</td>
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</tbody>
</table>

* 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 4.13“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: .................................................................
6.10 Methodology

The tenderer must propose in his offer a methodology (understanding of ToR, strategy, timetable of activities and statement of availability) based on the instructions given in the Terms of Reference.

1. **Understanding of ToR**: Any comments on the ToR for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Previous lessons learnt especially in execution of similar services in the region. Opinion on the key issues related to the achievement of the contract objectives and expected results. An explanation of the risks and assumptions affecting the execution of the contract.

2. **Strategy**: An outline of the approach proposed for contract implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives, inputs and outputs.

3. **Work plan & timetable of activities**: Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the contracting authority and taking into account travel time). The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference. The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

Please note that the “understanding of ToR” and “strategy” of the methodology should not exceed 15 pages. Do not repeat/copy the ToR.
6.11 Key experts

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 consultancy team must be comprised of at least 4 members. 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**.

<table>
<thead>
<tr>
<th>Name of expert</th>
<th>Proposed position</th>
<th>Years of relevant experience</th>
<th>Educational background</th>
<th>Specialist areas of knowledge</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
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 methodology\(^\text{15}\). Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority\(^\text{16}\).

<table>
<thead>
<tr>
<th>Key experts</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil/Hydraulic Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical/Industrial Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Geologist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name and first name: ..........................................

Duly authorised to sign this tender on behalf of: ..........................................

Place and date: ..........................................

Signature: ..........................................

---

\(^{15}\) 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.

\(^{16}\) 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 Subcontractors

<table>
<thead>
<tr>
<th>Name and legal form</th>
<th>Address / Registered office</th>
<th>Purpose of service</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
6.14 Model of Proof of posting bond

Date
Bank X

Address

Performance bond n° X

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

X, address (the “Bank”)

hereby declares posting security for a maximum amount of

X € (X euros)

for the Belgian Development Agency (Enabel)

for the obligations of X, address for the contract:

“Feasibility Study for a small Hydro Power Plant ased Mini-Grid in Nintulo, Guroé district in the Province of Zambezia, Mozambique, tender documents Enabel MOZ183” (the “Contract”).

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

This performance bond shall be released in accordance with the provisions of the tender documents Enabel MOZ183 and of Art. 25-33 of the Royal Decree of 22 June 2017.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference: Enabel MOZ183.

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

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

Done in ........................., on ........................

Signature:

Name: