Tender documents Enabel in Mozambique
MOZ194/ MOZ1403411-10004 of 01/09/2020

Public services contract for the “Consultancy for elaboration of a Planning, Monitoring and Evaluation Manual for the Ministry of Mineral Resources and Energy in Mozambique”

Country: Mozambique

Navision code: MOZ1403411
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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 Cooperation\(^1\), the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company\(^2\) as well as the Belgian Law of 23 November 2017\(^3\) 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
\(^4\) Belgian Official Gazette of 18 November 2008.
• In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation 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;

• The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts;

• The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector;

• The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts;

• Circulars of the Prime Minister with regards to public contracts.

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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4 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 a “Consultancy for elaboration of a Planning, Monitoring and Evaluation Manual for the Ministry of Mineral Resources and Energy in 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 starts upon award notification and expires at the final acceptance (see point 4.12.1 “Implementation period (Art. 147)” and point 5.6 “Duration and Indicative Deadlines”).

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 6.10 “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).

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 7th of September 2020. Questions shall be addressed in writing to:

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

They shall be answered in the order received. The complete overview of questions asked shall be available as of 11th of September 2020 on the Enabel website. 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 exclusion grounds and qualitative selection documents;
• The financial offer & tender form;
• The technical offer.

The tenderer is strongly advised to use the tender forms in annexes (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) or MZN (Mozambican meticais) 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 lump-sum price includes include all costs, taxes, duties and contributions of any kind, and namely:

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

In case the contract is extended, the unit prices mentioned in the contract apply.
3.4.4 Period of validity
Tenderers will be bound by their tenders for a period of 90 calendar days from the deadline for the submission of tenders.

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

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

The tender and all accompanying documents have to be numbered and signed (original hand-written signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “TENDER”, the tender documents number (MOZ194/ MOZ1403411-10004) and the Navision code (MOZ1403411).

The tender must be received before 21st of September 2020 by 11AM. 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 8:00H to 17:00H/ 14:00H (Monday – Thursday/Friday). All times are in the time zone of the country of the Contracting Authority (Mozambican time).

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

3.6 Amending or withdrawing tenders
To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.
The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

3.7 Opening of tenders

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

3.8 Evaluation of tenders

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

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

3.8.1 Exclusion grounds and selection criteria

Exclusion grounds

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 “Declaration on 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, including the following:

1. Signed and dated declaration of access rights and exclusion criteria form;
2. Copies of the most recent documents showing the legal status and place of registration of the tenderer’s headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the payment of social contributions, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;
4. The document certifying that the tenderer is in order with the payment of taxes, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;
5. An extract from the criminal record made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
6. The document certifying that the tenderer is not into bankruptcy, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State.

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”, if any.

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%

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria for Technical Proposal</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Methodology</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Experience of key experts</td>
<td>50</td>
</tr>
<tr>
<td>a.</td>
<td>Team leader – energy sector planning specialist</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Qualifications</td>
<td>7</td>
</tr>
<tr>
<td>Required experience</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>----</td>
<td></td>
</tr>
<tr>
<td>Language skills</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>b. Monitoring and Evaluation Specialist for Energy statistics</strong></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td><strong>Qualifications</strong></td>
<td>6</td>
<td></td>
</tr>
<tr>
<td><strong>Required experience</strong></td>
<td>13</td>
<td></td>
</tr>
<tr>
<td><strong>Language skills</strong></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>60</td>
<td></td>
</tr>
</tbody>
</table>

Only tenders with average scores of at least 39 points out of 60 points in the technical assessment qualify for the financial evaluation.

- 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. Evert Waeterloos, Intervention Manager, evert.waeterloos@enabel.be

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

The contract manager is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services and signing acceptance and failure report(s).
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 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 or;

- consisting of a single deduction from the 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 Deposit and Consignment Office. Fill out the form [https://finances.belgium.be/sites/default/files/01_marche_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) as completely as possible and return it to the e-mail address: info.cedec@minfin.fed.be. After reception and validation of said form, an agent of Belgium’s Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

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

3. in the case of a collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;

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

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

1. the deposit receipt of the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or

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

3. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or
4. the original of the performance bond stamped by the Caisse des Depôts 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.

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 to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the successful tenderer hoped to obtain by offering the advantage to the employee. The contracting authority can decide independently about the application and the amount of this fine.

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

4.11.1 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 400 calendar days starting from the date of the kick off meeting considered as the official date of start of activities. The kick off meeting is to be held as soon as possible after notification of Award Letter, and no later than 14 calendar days after notification of the Award Letter.

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
teresa.dacruz@enabel.be
Project Finance and Administration Assistant
Capacity Development of MIREME and ARENE
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: “Consultancy for elaboration of a Planning, Monitoring and Evaluation Manual for the Ministry of Mineral Resources and Energy in Mozambique”;
- the reference of the tender documents: “MOZ194/ MOZ1403411-10004”;
- the Navision code: “MOZ1403411”;
- the name of the contract manager: “Mr. Evert Waeterloos”;

The invoice shall be in euros or Mozambican meticais.

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>Nº</th>
<th>After approval of:</th>
<th>% payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Diagnostic report</td>
<td>40%</td>
</tr>
<tr>
<td>2.</td>
<td>Solutions report</td>
<td>30%</td>
</tr>
<tr>
<td>3.</td>
<td>Draft manual</td>
<td>20%</td>
</tr>
<tr>
<td>4.</td>
<td>Final Manual and Executive presentation</td>
<td>10%</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

5.1.1 Capacity Building of MIREME and ARENE by Enabel

Mozambique has abundant resources which can be used to generate cleaner, cheaper and accessible sustainable energy. In 2011, the United Nations launched the Sustainable Energy for All (SE4All) initiative to ensure universal access by 2030 to modern energy services, double the global rate of improvement in energy efficiency, and double the share of renewable energy in the global mix. Belgium supports the energy sector in Mozambique through two bilateral interventions. These interventions aim to contribute to the economic productivity and social service delivery in rural Mozambique through the provision of access to sustainable, affordable and environment-friendly energy. Emphasis is put on capacity development, energy efficiency and access to off-grid renewable energy.

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

Three result areas have been identified:

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

The electrical power or ‘energy’ sector in Mozambique remains however hindered in achieving the target of ‘Energy for all’ by 2030 by an unsystematic implementation throughout MIREME’s units and provincial offices of methodologies and instruments for the planning, monitoring and evaluation of the sector, and especially for the mix with renewable energy sources. It is for that purpose that a consultant’s support is sought to elaborate a manual of energy sector planning, monitoring and evaluation for MIREME.

5.1.2 MIREME’s role in planning, monitoring and evaluation of the energy sector

The Ministry of Mineral Resources and Energy (MIREME) is the central body of the State, which, in accordance with the objectives and tasks defined by the Government, directs the execution of Government policy in geological research, exploration of mineral and energy resources, and in the development and expansion of infrastructure for the supply of electricity, natural gas and oil products. The mineral resources and energy sector should
contribute to the growth of the economy, considering the high potential of reserves of mineral
and energy resources that the country possesses.

The government of Mozambique undertakes different measures to ensure sustainable
growth, universal energy access, competitiveness, and to reach a relevant position in the
energy sector in the Southern Africa Development Community. One of the major
governmental objectives is to achieve the target of universal access to energy by 2030. The
National Electrification Strategy, launched at the end of 2018 under the National Energy for
All Programme, confirms the intention to try to achieve this goal. Additionally, according to
the National Electrification Strategy, one of the institutional challenges the country faces is
to strengthen the institutional and legal framework to promote a conducive environment to
attract public and private investments for the expansion of energy infrastructures. And even
though a wide range of socio-economic and environmental arguments are in favour of
renewable energy systems, policy and legal barriers, technical barriers and financial barriers
do persist. Specific examples are poor policy frameworks, pricing distortions, high initial
capital costs, weak dissemination strategies and lack of skilled manpower or consumer
awareness. Despite positive developments in the sector, the limited rate of access based on
renewable resources remains a complex challenge. Thus, with a population of 29.5 million in
2017 and growth estimated at 2.5% per year, it is estimated that around 70% of population
still face the need for power (or energy) access.

Meanwhile, the access to different forms of energy in a sustainable manner remains a
challenge. There is a need for planning and expansion of sustainable energy infrastructures,
promoting the participation of national business in the national and local energy mix, thus
contributing to the social and economic development of the country.

The Government’s programme (PQG) 2020-2024, points to the need to develop and promote
actions to consolidate the policy for the areas of mineral resources and energy, with special
attention to the following MIREME assignments:

a) Inventory and management of the country’s mineral and energy resources
b) Promotion and control of the activity of prospecting and geological research and
   rational and sustainable use of mineral resources
c) Promotion and control of oil production activity and the development of transport
   and logistics infrastructures
d) Promotion of increased access to energy in its different forms, with a view to
   stimulating the growth and economic and social development of the country

Subordinate Institutions and several units were created in order to decentralize and organize
the action of MIREME. However, this growth of the ministry was not accompanied by a
standardized planning methodology and approach for all units. This means that each unit or
institution has its own planning criteria. That results in a lack of coordination and monitoring
of the activities at a central level. As a coordinator of the Mozambican energy sector,
MIREME should play an essential role to ensure that all the stakeholders of the sector act
under a common national plan. In order to see efficient investments to reach the national
energy objectives, it is primordial for MIREME to reinforce its capacities in planning,
monitoring and evaluation of the country’s energy mix. The proposed development of a
planning, M&E manual for the energy sector for MIREME aims to support the introduction
of a more standardized, coordinated, systematic and internationally compatible approach to
planning, M&E in different units and institutions, both at central and provincial level. Of the
creation and monitoring of energy plans by implementing reproducible standards in the
methods and tools used by MIREME.
5.1.3 Institutional Mandate and Relevant Actors

The National Directorate of Energy (DNE) of MIREME is responsible for the development and promotion of policies related to the energy sector, as well as the supervision of all the activities, ensuring continuity, sustainability and reliability in the supply of energy to the entire country. As part of its mandate, DNE is also responsible for the collection and coordination of statistical data related to the energy sector. To this effect, DNE works together with various implementing institutions in the energy sector, consisting of both public and private actors. The main institutions include:

<table>
<thead>
<tr>
<th>Type of implementing institution</th>
<th>Name</th>
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<tbody>
<tr>
<td>Subordinate institutions</td>
<td>The Energy Fund (FUNAE)</td>
</tr>
<tr>
<td>Institutions under tutelage of MIREME</td>
<td>Electricity of Mozambique, E.P. (EdM)</td>
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<tr>
<td></td>
<td>Hydroelectric of Cahora Bassa, S.A. (HCB)</td>
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<td></td>
<td>National Agency of Atomic Energy (ANEA)</td>
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<td>Independent Power Producers (IPPs)</td>
<td>Elgas</td>
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<td></td>
<td>Karpower</td>
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<td></td>
<td>Gigawatt</td>
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<tr>
<td>Private Public Partnerships (PPPs)</td>
<td>CTRG</td>
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<td>CTM</td>
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<td>Kuvaninga</td>
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5.1.4 Data collection process in the energy sector

Overview of the process:

- Implementing institutions in the energy sector provide the Energy Balance Sheet and Economic and Social Plan (PES) Balance Sheet to DNE between the 10th and 14th of each month.
- DNE conducts a technical consultation meeting in order to validate the statistical data with statisticians, planning experts and focal points of the intervening institutions.
- DNE conducts an internal meeting to analyse the statistical data with key staff of DNE, including the National Director of Energy.
- Once analysed, the statistical data is sent to the Department of Planning and Cooperation (DPC) for further analysis and aggregation of data.

The statistical data collected are:

- Data on production of electricity from different energy sources;
- Data on import and export of electricity;
- Data on usage of electricity;
- Data on public lighting;
- Data on the loss of electricity during transport and distribution;
- Data on invoicing;
- Comparative data with same periods (month/year).

Format and circulation of statistical data:

- The data is stored in Excel files and shared via email.
Constraints of the data collection process:

a) At the level of MIREME:
   • The Energy balance sheets are often shared via e-mail on a non-regular basis.
   • Provincial Directorates often receive information late.
   • Some departments or units responsible for ensuring the collection, processing, analysis and dissemination of statistical information operate with a shortage of (qualified) personnel;
   • The methodologies of statistical data analysis are not harmonized between the different organizational units of the Ministry responsible for the planning area;
   • MIREME’s ICT infrastructure is weak and often experiences internet problems;

b) At the level of implementing institutions in the mineral and energy sector:
   • Some institutions and entities involved in the process provide data after the deadline;
   • The type of data that institutions and entities provide differ from one another;
   • The forum for technical consultation/validation of statistical data with the statisticians, planning experts and intervening institutions does not always take place.

c) Relationship with other sectors:
   • There is no formal link between MIREME and other institutions such as the National Statistical Institute (INE), Tax Authority (AT), the Bank of Mozambique (BM).

Impact of the constraints:

• Statistical data is not reliable, consistent and credible;
• The statistical data available in reports from various actors in the process are often different;
• There is a risk of duplicating efforts resulting from the lack of a working methodology between the actors;
• Analysis and interpretation of statistical data does not follow a consistent methodology.

5.2 Objective and Scope

5.2.1 General Objective
The objective of this consultancy is to elaborate a manual of energy sector planning, monitoring and evaluation for MIREME, to be used across central and provincial levels.

The manual is intended to provide the necessary systematic and uniform information and tools on why, how and by whom sector planning is undertaken. This should allow MIREME to improve its methodology and approach in performing its quarterly, annual and multi-annual planning in alignment with the Government’s PES and PQG 2020-2024 objectives.

The manual will be informed by the prevailing government requirements and (internationally validated) methodologies, and in concertation with relevant planning officials. The manual will be designed in view of resulting in a coherent and user-friendly
manual, which does however provide enough system to enhance the quality, timeliness, and relevance of sector planning within MIREME.

5.2.2 Specific objectives
The manual will provide a specific approach for planning the energy sector in Mozambique. The manual will be based on a diagnostic of the existing constraints and gaps in MIREME. These recommendations will be adapted for the situation and resources of MIREME. Through this manual, it is expected that the consultant will develop the following topics:

a) Step by step methodology to design an energy plan in Mozambique including the preparation of an energy diagnosis, the identification of priorities and objectives, the preparation of energy scenarios, the definition of an energy policy as well as short-, medium- and long term goals, the use of adapted energy models and monitoring or revision of the energy plan. This methodology will suggest how to integrate the specific constraints of the country and the integration of renewable energy.

b) The necessary requirements to develop an informed energy plan in Mozambique. Among them, the requirements in terms of data collection and management, energy statistics and indicators. A specific attention will be paid to the sharing of information among the different stakeholders of the Mozambican energy sector.

c) Internationally (e.g. IRENA) validated methods to project the energy demand and forecast future energy mix scenarios.

d) The process of divulgation and implementation of an energy plan among the different stakeholders. The importance of transparency and of a collaborative process between all the stakeholders will be highlighted.

5.2.3 Scope of services
The Specific tasks contained below are intended to serve as minimum requirement for the Consultant to undertake the assignment. Additional tasks, as result of understanding of the key issues presented in these Terms of Reference, may be presented in the technical proposal.

The consultant will be responsible for the following:

a) The consultants will need to identify and document existing procedures and methodologies for energy sector planning

b) The consultants will need to identify and document existing constraints and gaps in current planning and reporting on the energy sector. These constraints and gaps may relate for instance to information management, procedures or methodologies.

c) The consultants will need to propose for each of these current constraints and gaps appropriate, workable solutions in concertation with MIREME staff and stakeholders.

d) The established procedures, methodologies as well as proposed improvements, once approved, need to be part of an integrated, systematically elaborated and user-friendly manual for use by all relevant staff within MIREME.
5.3 Activities

1) Diagnostic report
   a) Identify and document existing procedures and methodologies for energy sector planning, monitoring and evaluation
   b) Identify and document existing constraints and gaps in current planning, monitoring and evaluation of the energy sector by MIREME

2) Solutions report
   c) Propose for each of these current constraints and gaps appropriate, workable solutions in concertation with MIREME staff and stakeholders.

3 & 4) Design Draft and Final Manual
   d) Document and integrate the established procedures, methodologies as well as approved improvements into a user-friendly manual for all relevant staff within MIREME.
   e) Test drive integrated manual for planning, monitoring and evaluation with relevant staff within MIREME.
   f) Provide digital and 6 (six) hard copy versions of the draft manual and final manual.

5) Executive Presentation of Work
   g) Prepare and deliver an executive presentation of the final approved version of the manual

5.4 Approach and Methodology

5.4.1 General Conditions
   a) 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 and may include the following information:
      • 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.
      • Strategy/Approach: 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.
      • 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.
b) The consultants need to propose an approach and methodology which they deem most efficient and effective, bearing in mind that there are 3 different types of relevant stakeholders they will need to interact with:
- MIREME units and branches at national level
- DIPREME offices at provincial level
- Other implementing organisations.

5.4.2 Specific Conditions
a) All the deliverables need to be submitted in Portuguese.

5.5 Expected Deliverables
It is expected that the consultant delivers the following deliverables for acceptance by the contracting authority:

1) Diagnostic report
2) Solutions report
3) Draft manual
4) Final manual
5) Executive presentation

NB. Please note that all deliverables need to be submitted in an editable, electronic copy only and in Portuguese. The draft manual and approved final manual need to be provided in digital and physical format, in 6 (six) copies.

5.6 Duration and indicative deadline for deliverables
a) The contract will have a maximum duration of 400 calendar days, allowing for enough time for feedback by the contracting authority on the different deliverables. This means that the estimated actual working days of the consultants are expected to be far less.

b) The Award Notification date is the official start of the contract while the kick off meeting considered as the official start of activities (of which the count of 400 calendar days begins). The kick off meeting is to be held as soon as possible after notification of Award Letter, and no later than 14 calendar days after notification of the Award Letter;

b) The consultant is expected to include a feasible workplan, taking into account the total duration of the consultancy, nature of services requested and the indicative deadlines in the table below. The consultant may propose different deadlines according to their experience. The workplan may still be adjusted during the kick-off meeting while respecting the contract conditions.

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverables</th>
<th>Indicative deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kick-off meeting</td>
<td>14 days after contract award</td>
</tr>
<tr>
<td>2</td>
<td>Diagnostic report</td>
<td>60 days after kick-off meeting</td>
</tr>
<tr>
<td>3</td>
<td>Solutions report</td>
<td>120 days after approval of diagnostic report</td>
</tr>
<tr>
<td>4</td>
<td>Draft manual</td>
<td>90 days after approval of solutions report</td>
</tr>
<tr>
<td>5</td>
<td>Final manual</td>
<td>40 days after approval of draft manual</td>
</tr>
<tr>
<td>6</td>
<td>Executive presentation of final manual to relevant stakeholders</td>
<td>21 days after approval of final manual</td>
</tr>
</tbody>
</table>
5.7 Team

The team to work on the elaboration of the MIREME manual for energy sector planning, monitoring and evaluation will include an energy sector planning specialist and a monitoring and evaluation expert. Other specialists can be added to the team if required or as needed, but will not be considered a key expert.

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

**Key expert 1: Team Leader and energy sector planning specialist**

Qualifications:

- University degree in economics, energy engineering or other relevant area of energy planning. Post-graduate degree and specialist training in the area is considered as an asset.

Experience required:

- 5 years of work experience in energy planning. Experiences relative to planning in the public sector will be given priority
- Experience in implementing projects related to energy planning (at least 3 projects/service in the last 5 years) in Sub-Saharan Africa. Please include references and certificates of completion (reference letters, contracts, invoices, etc).

Additional experience which is not mandatory but will be considered favourably:

- Proven experience in the public sector
- Proven experience with renewable energy

It is expected that the team leader has:

- Basic fluency in Portuguese (speaking, reading and writing);

**Key expert 2: Monitoring and Evaluation Specialist for Energy statistics**

Qualifications:

- University degree in Economics, energy policies, statistics or other relevant areas. Post-graduate degree and specialist training in the area is considered as an asset.

Experience required:

- At least 3 years of working experience related to energy policies or dealing with energy models and indicators
- Experience in the public sector will be given priority.
- Experience in similar project/service in Sub-Saharan Africa (at least 1 project/service in the last 3 years). Please include references and certificates of completion (reference letters, contracts, invoices, etc).

It is expected that the M&E specialist has:

- Experience with data analysis;
- Basic fluency in Portuguese (speaking, reading and writing);
Other experts

- CVs for experts other than the key experts will not be evaluated/scored during the tender evaluation but should be included in tenders.

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

### 6.1 Identification form

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

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 or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.

- The board members, staff members or their partners have no financial or other interests in the 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 the 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 clearance with regards to the payments 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.

6.7 Certification of clearance with regards to the payments of applicable taxes
At the latest before award, the tenderer must provide a recent certification from the competent authority stating that the tender is in order with the payment of applicable taxes that apply by law in the country of establishment.

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

6.9 Certification of tenderer not in bankruptcy
The tenderer shall include in his tender the document certifying that the tenderer is not into bankruptcy, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State.

10 In case of a joint venture, the certificate must be submitted for all members of the tendering party.
### 6.10 Financial offer & tender form

Any change to “Financial offer & tender form” must respect the layout of the proposed form below. Please c.f. 3.4.3 “Elements included in the price” for more information on cost elements.

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 lump-sum and unit prices, in EUR or Mozambican meticais and exclusive of VAT (written in figures):

<table>
<thead>
<tr>
<th>Unit</th>
<th>Qty</th>
<th>Total exc. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Man-day</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Key Expert 1: Team Leader and energy sector planning specialist

<table>
<thead>
<tr>
<th>Unit</th>
<th>Qty</th>
<th>Total exc. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Man-day</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Key expert 2: Monitoring and Evaluation Specialist for Energy statistics

<table>
<thead>
<tr>
<th>Unit</th>
<th>Qty</th>
<th>Total exc. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Man-day</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Total excl. taxes

<table>
<thead>
<tr>
<th>VAT percentage (if applicable)</th>
<th>Total incl. taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>…..%</td>
<td></td>
</tr>
</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: ............................................................
6.11 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 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>Educational background</th>
<th>Years of relevant experience</th>
<th>Specialist areas of knowledge</th>
<th>Language skills</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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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\textsuperscript{11}. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority\textsuperscript{12}.

<table>
<thead>
<tr>
<th>Key experts</th>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g. Team Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.g. Mr. John Doe</td>
<td>1\textsuperscript{st} October 2020</td>
<td>31\textsuperscript{st} August 2021</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</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: .................................................................

\textsuperscript{11} 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.

\textsuperscript{12} 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 Model of Proof of posting bond

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:

“X, tender documents Enabel < MOZ” (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 < MOZ and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

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

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 X on X

Signature:

Name:

.................................................................