

## REQUEST FOR PRICE

<b>1. PROJECT</b>	
NAME OF THE PROJECT:	Capacity Development of the Ministry of Mineral Resources and Energy (MIREME) and Energy Regulatory Authority (ARENE)
CODE OF THE PROJECT:	MOZ1403011
<b>2. OBJECT OF THE REQUEST</b>	
CONTRACT TITLE:	Consultancy to identify, design and produce vulgarization information on renewable energy (productive) use for the Ministry of Mineral Resources and Energy (MIREME) in Mozambique
REFERENCE:	MOZ1403011-10007
DATE OF THE REQUEST:	3 <sup>rd</sup> of September 2020
<b>3. GENERAL IMPLEMENTATION INFORMATION</b>	
IMPLEMENTATION PERIOD:	The services must be performed within <b>150 calendar days</b> starting from the date of the kick off meeting considered as the start date 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.
PERFORMANCE ADDRESS:	All work will be done in the consultants' work environment, including telecommunication for conferencing and meetings. When necessary, meetings will be set up with experts in MIREME, FUNAE and other stakeholders.
CONTRACT MANAGER:	Evert Waeterloos, Intervention Manager, <a href="mailto:evert.waeterloos@enabel.be">evert.waeterloos@enabel.be</a>
PAYMENT:	<p>Payment will be made as follows:</p> <ol style="list-style-type: none"> <li>1. 40% of the total sum will be paid after approval of deliverable 5.3 "Review report with recommendations on priority information and vulgarization needs for rural population";</li> <li>2. 40% will be paid after formal acceptance of deliverable 5.4 "Interim report with proposal of design of vulgarization materials"</li> <li>3. 20% will be paid after formal acceptance of deliverable 5.6 "Final report and formats of materials"</li> </ol> <p>Invoice(s) will mention the name of the project, the reference "MOZ1403011-10007" and "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)". Invoice(s) will be submitted to Ms. Teresa Da Cruz, Project MOZ1403011, Enabel in Mozambique, Av. Kenneth Kaunda, 762, Maputo, Mozambique</p>
<b>4. INSTRUCTIONS TO TENDERERS</b>	

SUBMISSION OF TENDERS:	DATE:	21 <sup>st</sup> of September 2020 by 10AM
	PLACE:	<p>Original tender must be signed, dated and sent in a sealed enveloped (mentioning: “MOZS1403011-10007”) to: Ms. Akila Munir, Project MOZ1403011, Enabel in Mozambique, Av. Kenneth Kaunda, 762, Maputo, Mozambique</p> <p>Please submit 2 copies of the offer: 1 hard copy and 1 soft (digital) copy in a USB pen drive. Both copies have to be in a sealed envelope.</p> <p>Offers can be submitted in English OR Portuguese.</p>
VALIDITY PERIOD OF TENDERS:		60 calendar days
AWARD CRITERIA:	<p>Technical proposal: 60%</p> <ul style="list-style-type: none"> <li>• Methodology: 10%</li> <li>• Qualification and experience of key experts: 26%</li> <li>• Vulgarisation experience: 12%</li> <li>• Knowledge of renewable energy in rural areas: 12%</li> </ul> <p>Price: 40%</p>	

<b>5. TENDER DOCUMENTS</b>		
<b>N°</b>	<b>TITLE</b>	<b>ANNEX N°</b>
1.	Tender form	Annex 1*
2.	Financial proposal	Annex 2*
3.	Contractual dispositions	Annex 3*
4.	Terms of Reference	Annex 4*
5.	Methodology	To be included in the proposal*
6.	Detailed activity schedule / work programme	
7.	CV of the expert(s) proposed for implementing this services contract	
8.	List of the main similar assignments proving experience in vulgarisation of materials (please include references or examples)	
9.	Certification from the competent authority stating that the tenderer is in order with the payment of applicable taxes that apply by law in the country of establishment.	
10.	Incorporation certificate from the competent authority	

\* To be included in the proposal, the notification and these documents consisting of the full contract agreement.

## ANNEX 1. TENDER FORM

CONTRACT TITLE:	Consultancy to identify, design and produce vulgarization information on renewable energy (productive) use for the Ministry of Mineral Resources and Energy (MIREME) in Mozambique
REFERENCE:	MOZ1403011-10007

<b>IDENTIFICATION OF THE TENDERER</b>	
NAME OF THE COMPANY / LEGAL FORM:	
DOMICILE / REGISTERED OFFICE:	
REGISTRATION NUMBER:	
REPRESENTED BY (NAME):	
FUNCTION:	
TEL:	
E-MAIL:	
ACCOUNT NUMBER FOR PAYMENTS:	
FINANCIAL INSTITUTION:	

By submitting this tender, the tenderer declares renouncing his own (sales) conditions and commits to performing this public contract in conformity with the provisions of the specific purchase conditions attached and for the prices offered. The tenderer declares on honour the following:

- 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; 2° Corruption; 3° Fraud; 4° Terrorist offenses or offenses related to terrorist activities; 5° Money laundering or terrorist financing; 6° Child labour and other forms of trafficking in human beings; 7° Occupation of third-country nationals who are unlawfully staying within the meaning;
- He is in order with payment of social security and taxes in accordance with the legislation of the country where he has his registered office;
- Neither members of administration or staff members, or any person or legal person who 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).

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

DATE:	
AUTHORIZED SIGNATURE:	

**ANNEX 2. FINANCIAL PROPOSAL**

<b>N°</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit price* excl. VAT</b>	<b>Total price* excl. VAT</b>
1.	Key Expert 1:	Man-day			
2.	Key Expert 2:	Man-day			
<b>Total excl. VAT</b>					
<b>VAT (if applicable):</b>				<b>%</b>	
<b>Total incl. VAT</b>					

\* In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions.

If other items are to be included in the financial proposal, it is expected that the tenderer adapt form but follow the same layout.

All prices in the tender are given in Euros (EUR) or Mozambican Meticaais (MZN). Prices given are exclusive of VAT.

DATE :	
AUTHORIZED SIGNATURE:	

## **ANNEX 3: CONTRACTUAL DISPOSITIONS**

### **Acceptance of the order**

Any remark or dispute of the contractor about an order must be formulated in writing within 8 calendar days after the reception of the order. By default, the order is considered accepted. In case there is a remark or dispute formulated in the above-mentioned form and within the above-mentioned deadline, the contracting authority reserves the right to cancel the order with a simple written notification. Annulment does not entitle to any form of indemnity. The acceptance of the order implies the acceptance of all related conditions, including these Specific Purchase Conditions. The sales conditions of the contractor do NOT apply to the order even if the acceptance refers to them. Moreover, the acceptance of an order supposes that the contractor undertakes to supply possible spare parts for the whole planned period of use of the goods delivered. The fact, for the contracting authority, not to have one of these specific conditions respected during the performance of the order does not mean that it has renounced to that condition.

### **Price**

Both unit and global prices are given in the currency mentioned in the tender forms. Except for VAT, these prices include all costs, taxes, duties and contributions of any kind, and namely:

- The costs for (un)packaging, (un)loading, transportation, insurance, customs clearance, delivery and unloading at the place of delivery, unless explicitly mentioned otherwise, the costs for documentation relating to the supply which may be demanded by the contracting authority, the costs for assembly and commissioning, the costs for necessary training. All prices are DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules>.
- Fees, the per diems, accommodation costs, international travel costs, insurance 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 reception 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. Costs for any possible intellectual property rights.

If this contract is a lump sum price contract, the global price covers the whole performance of the contract or each of its items. The total contract price remains fixed irrespective of the actual quantities provided. If this contract is a price scheduled contract, only the unit prices are lump-sum prices. The contractor is deemed to have included in his unit prices all the charges of any kind normally applied to works/supplies/services, with the exception of VAT. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract. Unless contrary provisions have been agreed upon in writing and by mutual agreement, the fixed prices may in no case be increased, not for a later cost of raw material, nor by applying a clause referring to price indexation, nor for any other reason whatsoever.

### **Delivery / Performance modalities**

The delivery/performance deadlines agreed as well as the instructions about the delivery/performance address must be strictly observed. Any delivery must be accompanied by a delivery note mentioning the name of the contractor, the contract reference and the reference of the order form, the content of the package (nature of the goods and quantity), the information required by the regulations as well as all related certificates and documents. Any exceeding of the delivery date specified for the goods, services and/or related documents or the given dates for the performance of the works, and this for whatever reason, shall result as of right and by the expiry of the deadline in the application of a fine for late performance of 0.07% of the amount of the order per commenced week of delay. This fine is limited to a maximum of 20% of the total amount of the order. A lump sum amount of € 250, for administrative costs, is also applicable for the same reasons. Moreover, the contracting authority reserves the right to possibly cancel the order and to turn to another tenderer. Any possible extra cost shall be borne by the defaulting tenderer. Any costs for removing, transferring, forwarding and more in general any costs run by the contracting authority that can be charged to the defaulting contractor, are to be paid by it and are deducted from the amounts being owed to it.

### **Refusal and Acceptance of supplies and services, provisional acceptance**

The contractor provides only goods and services that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the contractor knows or at least should know. Acceptance (provisional acceptance) only takes place after the complete verification by the contracting authority of the conformity of the goods and services delivered. The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the materials, does consequently only count as evidence of taking possession and does not concern the acceptance of the materials. Acceptance on the premises of the contracting authority or, otherwise, on site, counts as full provisional acceptance. Acceptance implies the transfer of ownership and of risks of damage and loss. In case of full or partial refusal of a delivery, the contractor is bound to take back, at its own costs and risks, the products refused. The contracting authority may ask the contractor to supply goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

### **Warranty – final acceptance for supplies and services**

In addition to the legal guarantee against hidden defects, the products are guaranteed for (one) 1 year from the date of commissioning. During that time, at its own expense, the contractor repairs or replaces, as the contracting authority prefers, any defect, shortcomings and nonconformity found, and reimburses the contracting authority for any damage sustained as a direct or indirect result by itself or third parties. A new guarantee period of (one) 1 year applies to repairs and goods or services delivered as a replacement. Final acceptance occurs after the guarantee period.

### **Technical acceptance, acceptances and guarantee for works**

A warranty of one (1) year is applicable on works done. It starts upon provisional acceptance.

## **Security**

Any performance of a contract must meet the provisions of the Law of 4 August 1996 on the welfare of workers in the performance of their work, the general regulations for the protection of employment, the Codex about welfare in the workplace, and their executive arrests. The operations performed by the staff of the contractor when performing a contract are under the exclusive responsibility of the contractor. This responsibility includes any breach of the legal or regulatory prescriptions with regards to prevention and protection in the workplace.

## **Subcontracting and cession**

Contractors may, under their sole responsibility, call upon subcontractors for certain components of the contract. Subcontracting is under the sole responsibility of the contractor and does in no way discharge the contractor of performance obligations under the contract vis-à-vis the contracting authority, which recognizes no legal relation with subcontracting third parties. One contracting party may not cede its rights and relinquish its obligations resulting from the order to a third party, without having obtained in advance the written approval of the other party. Any cession requires the signing of an amendment to the existing contract.

## **Invoicing and payment**

Invoices are submitted in duplicate (two copies) and mention the reference numbers and the date of the order form, the description of the goods or services delivered or of the works done with for each item the quantities as well as the unit prices and global prices exclusive and inclusive of VAT. For works, two copies of the technical acceptance report and of the provisional acceptance report and/or a copy of the works logbook must be attached to the invoices. Invoices in due form and not disputed are paid within 30 calendar days after reception of the invoice.

## **Responsibilities**

The contractor shall bear all risks related to the performance of the contract. The contractor is liable to the contracting authority for any damage of any kind sustained by the contracting authority due to the non-respect of its obligations by the contractor. In this respect, the contractor also covers the contracting authority against any third party claims.

## **Insurance**

The contractor is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of the contract, especially insurance covering “civil liability”, “work accidents and “transport-related risks”, and this for the whole period of the mission. The policies to be taken out by the contractor must stipulate that no changes or termination of the policy or no suspension of the coverage may be applied without the insurer informing the contracting authority of this measure at least one month in advance. The contractor will send the contracting authority, upon simple demand, a copy of proof of regular payment of the premiums that are borne by it.

## **Intellectual property rights**

The contractor must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered. The contractor must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, in so far as the contractor supervises its defence and negotiations with a view to an amicable settlement. The contractor undertakes, either to obtain the right for the contracting authority to use the products concerned, or to modify or replace the products, at its cost, in order to put an end to any imitation, albeit without altering the fundamental specifications of the products. The acquisition price of any patent rights and any other intellectual property rights, as well as the royalties owed for the exploitation licence of the patent and any other royalties are borne by the contractor, regardless whether their existence was mentioned or not in the contract documents. The service provider integrally, definitively and exclusively and without any financial compensation cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the works that are protected by author rights.

## **Obligation of confidentiality**

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the contractor gets hold of through this order remain the property of the contracting authority. The contractor undertakes to:

- Keep confidential any information received and not to transfer it to a third party without the preliminary written permission of the contracting authority;
- Use the information received only for the purpose of the order;
- Communicate information received only to staff members who need it for the order;
- Send back information received and any possible copies upon simple demand to the contracting authority.

This obligation of confidentiality applies for the whole duration of the order, and, except if there is a different agreement, continues for a period of two years, starting on the due date of the order.

## **VAT exemption**

For deliveries, Enabel is exempted from paying VAT for the goods purchased in view of using them in the countries outside the European Community for the execution of its development tasks in these countries. For services, the place of the performance of the services is determining. In principle it is the place where the service provider has established the office of its economic activity or a fixed institution where the service is performed. If the service provider has no such office or fixed institution, its domicile or its usual fixed residence is determining. When the service provider is outside a country of the European Community, Enabel is subject to the fiscal regime of the country and not to the Belgian VAT obligation. This only applies for certain services (Art. 21§3, 7°, a) to l) of the VAT Law).

## **Litigation**

Only Belgian law applies. Any litigation about the order and these Specific Purchase Conditions are the exclusive competence of the Brussels Courts.

## **ANNEX 4: TERMS OF REFERENCE**

### **1. Background**

#### **1.1 Capacity Building of MIREME and ARENE by ENABEL**

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 14 030 11) 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.

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. 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 generally persist. Specific examples are poor policy frameworks, pricing distortions, high initial capital costs, weak dissemination strategies and lack of skilled manpower or consumer awareness.

It is in this context that in the past year, support has been given to MIREME to disseminate information material on renewable energy for productive use. The main lessons taken away from such activities are that there is a clear need for reliable information on the opportunities, usage, maintenance and costs involved in SE4All and various types of renewable energy technologies. It is for that purpose that a consultant's support is sought to improve relevant and appropriate information on and promotion of renewable energy for productive use.



## **2. Objective and Scope**

### **2.1 General Objectives**

The consultant will assist with the identification, vulgarization, design and production of information on priority sustainable renewable energy technologies for rural areas of Mozambique.

### **2.2 Scope of the service part 1 ‘analyse available information on present status of awareness of and willingness to adopt/pay renewable energy technology throughout Mozambique’:**

- desk-top analysis of available primary and secondary information on present awareness of and willingness to adopt/pay for renewable energy technology, its uses, benefits and costs throughout Mozambique
- inventorise and categorise commonly available renewable energy technologies for various tiers of access to electricity and uses in Mozambique
- establish information gaps and needs among rural population
- review report with recommendations on priority information and vulgarization needs for rural population

### **2.3 Scope of the service part 2 ‘design of information material for vulgarization for rural users/producers’:**

- identify priority target groups for dissemination of information and vulgarization needs for rural population
- design of vulgarization materials on appropriate renewable energy technologies for sustainable access to energy for rural areas in Mozambique.
- fit-for-purpose information material
- visual, written and oral material
- different formats and languages
- Interim report with proposal of design of vulgarization materials

### **2.4 Scope of the service part 3 ‘production of information material for vulgarization for rural users/producers’:**

- produce materials on renewable energy for vulgarization, dissemination and promotion of SE4All for rural users/producers
- provide prototypes of materials
- provide final formats of materials, ready for distribution

## **3. Activities**

- inventorise and categorise commonly available renewable energy technologies for various tiers of access to electricity and uses in rural Mozambique
- analyse available information on rural awareness on renewable energy technology
- design of vulgarization materials on appropriate renewable energy technologies for sustainable access to energy for rural areas in Mozambique.

- fit-for-purpose information material
- visual, written and oral material
- different formats and languages
- Interim report with proposal of design of vulgarization materials
- produce materials on renewable energy for vulgarization, dissemination and promotion of SE4All for rural users/producers

## **4. Approach and Methodology**

### **4.1 General conditions**

The consultants need to propose an approach and methodology which they deem most efficient and effective, bearing in mind the information resources and procedures that prevail in MIREME units and branches at national level

### **4.2 Specific Conditions**

All the deliverables need to be delivered in Portuguese.

Information will be collected from sources proposed by the consultants and through interaction with members of MIREME, FUNAE, EDM, ARENE and other sources in the private sector.

## **5. Expected Results/Deliverables**

It is expected that the consultants deliver the following:

- 5.1 Propose provisional plan of implementation in tender proposal
- 5.2 Provide final plan of implementation after initial discussion with working group in MIREME.
- 5.3 Review report with recommendations on priority information and vulgarization needs for rural population
- 5.4 Interim report with proposal of design of vulgarization materials
- 5.5 Provide prototypes of materials
- 5.6 Provide final report and formats of materials, ready for distribution

\* Please note that deliverables 5.1 to 5.4 need to be submitted in electronic copy only. All versions need to be submitted in editable format (.doc, .docx). Deliverables 5.5 and 5.6 need to be provided in digital as well as 3 hard copies.

## **6. Duration and indicative deadlines**

The services must be performed within **150 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.

The indicative deadlines for the deliverables are:

- 6.1 Kick-off meeting no later than **14 calendar days** after Award Notification
- 6.2 Provide final plan of implementation **5 calendar days** after initial discussion with Project Working Group in MIREME.
- 6.3 Review report with recommendations on priority information and vulgarization needs for rural population **40 calendar days** after initial discussion with working group in MIREME.
- 6.4 Interim report with proposal of design of vulgarization materials **21 calendar days** after approval of 6.3 by Project Working Group

6.5 Provide prototypes of materials **21 calendar days** after approval of 6.4

6.6 Provide final report and formats of materials, ready for distribution **15 calendar days** after approval of 6.5

## **7. Team profile**

The team of consultants to work on the identification, vulgarization, design and production of information on priority sustainable renewable energy technologies for rural areas of Mozambique will consist of at least 2 key experts.

One key expert will have formal qualifications in publishing and/or communication and one key expert will have formal qualifications in electrical technology, with an emphasis on renewable electricity generation and/or use.

The team is expected to have experience in vulgarisation of materials, as well as an understanding of energy issues in rural areas and small towns, with an emphasis on productive use.

The tenderer may include other profiles as required to complete the tasks identified in these Terms of Reference, but they will not be considered key experts and as such will not be assessed. 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 must be provided.

## **8. Place where services will be delivered**

All work will be done in the consultants' work environment, including telecommunication for conferencing and meetings. When necessary, meetings will be set up with experts in MIREME, FUNAE and other stakeholders