

Terms of reference (ToR) for the procurement of services below the EU threshold



CONFIDENTIAL

Legal advice to the Government of Mauritania during negotiations on several large-scale investment contracts in the green hydrogen sector	Project number/ cost centre: G-012419-003
	Tender number 10052170

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0. List of abbreviations

AVB	General Terms and Conditions of Contract for supplying services and work
GC	Global Convention
GoM	Government of Mauritania
ToR	Terms of reference

1. Context

1.1. Brief information on ProH2 and CONNEX

The ProH2 project ("Promotion of bases and frameworks for the production of Green Hydrogen in Mauritania") aims to improve the framework conditions for the development of a green hydrogen economy in Mauritania. It supports the Mauritanian government in the implementation of the national roadmap for the sector, with a particular focus on strengthening the institutional capacities of the Ministry of Energy. The objective is to foster a sustainable, inclusive and integrated development of the hydrogen industry, ensuring the involvement of local skills and national companies in value chains. Its current project period runs from 12/2024 until 11/2027.

This assignment is financed from ProH2 funds, using the methodology and organizational resources of the Global Program "CONNEX Support Unit", which focusses on improving large-scale investment contracts as a tool to promote sustainable and inclusive development.

Well-negotiated and professionally implemented investor-state contracts play a key role in leveraging the potential of large investment projects. However, partner countries often lack the necessary information, capacities and expertise to (re-)negotiate contracts with investors on an equal footing. Against this backdrop, the CONNEX initiative was launched by the G7 states in 2014. Since 2017, the GIZ-implemented Global Project "CONNEX Support Unit" has been acting as the initiative's implementation structure, providing flexible, independent, and multidisciplinary expertise at the request of governments. In 2021, CONNEX started to expand its advisory portfolio from mining into the area of infrastructure and renewable energies.

The aim is to provide partner countries with international experts to assist them in concluding contracts in the extractive sector and increasingly also in the field of infrastructure, in order to maximize the benefits for the partner countries and at the same time consider the interest of international investors in economically viable projects. In its role as the initiative's secretariat, the CONNEX Support Unit identifies and provides independent renowned experts to provide governments with precisely the expertise they need. CONNEX thus acts as a facilitator and intermediary, and does not actively intervene in the process itself, to guarantee the independence of the advice.

In their role, the CONNEX experts shall provide their professional opinion on issues under consideration, as well as information and analysis, to help the government decide upon its interests, priorities, and strategies, to assist the government in understanding options, and to weigh the trade-offs that may be involved when goals conflict. Experts are not decision-makers for the government. Rather, all decisions remain the responsibility of the government. Experts should recognize that their role may extend to the mediation of different views within the government. In such cases, the experts remain sensitive and impartial to the interests and political issues involved. Experts shall provide consistently high-quality advice, based on the qualifications skills, skills, education, and experience necessary to advise on the purposes described in these ToR. Experts shall endeavor to ensure that advice provided is aligned with internationally accepted principles, such as the UN principles for responsible contracts, and values, such as the UN's human rights conventions and other internationally accepted human

rights instruments, as well as internationally accepted standards and goals for sustainable development, such as the UN's Agenda 2030 and the Sustainable Development Goals. The Experts' advice shall also reflect current research and international debate, including but not restricted to aspects of transparency, accountability, and international efforts on fighting illicit financial flows. (Preamble, Role of Experts, Quality of Advice – [CONNEX Code of Conduct](#)).

1.2. Background on the assignment

The Government of Mauritania (GoM) has opened access to international investors to develop its renewable energy sector, since the country is well endowed with necessary resources for this sector, meaning vast, mostly unencumbered desert areas as well as abundant and reliable solar and wind resources.

As a first step in 2021, it signed two memoranda of understanding in with the two developers CWP (Australia) and Chariot (UK) for the future development of integrated green hydrogen projects, based on unsolicited proposals.

These MoUs were later concretised by *Framework Agreements (Accords cadres)*, which govern the negotiation phase of *Global Conventions (GC, French: Conventions globales)*. These are master contracts which form the legal basis for both the remaining development phase and the construction and production phase. The initial development phase is scheduled by law to last five years from the effective date of the Framework Agreement and may be extended once by two more years, under certain conditions. Due to the early stage of project development, the *Global Conventions* delegate technical details mostly to various *Implementation Instruments* (Energy Supply Terms, Water Supply Terms, Hydrogen Supply Terms, Infrastructure Terms, ...), which are yet to be developed during the development phase. During the negotiation phase of the GCs, only key aspects of technical issues are either included in the main body of the *Global Conventions* or as *Heads of Terms*. Under the current legislation, negotiations of GCs are supposed to be finalized within the timeframe of two years from the effective date of the Framework Agreement. This period can be extended by one year, if delays are caused by reasons outside the control of the developer.

Since November 2022, further project proposals were received, with a total of now eight projects being developed in parallel. However, the status of progress of these eight projects varies greatly:

- **CWP:** Project Aman – up to 18 GW renewable energy generating power; this is one of the most advanced projects with active, regular and substantive negotiation sessions between developer and host government. Signature of the GC is expected in late 2026; the initial development phase lasts up to October 2030.
- **Chariot / Total:** Project Nour – up to 10 GW renewable energy generating power and envisaged production of 0.7 Mio. tons of H2 / year or 4 Mio tons of Ammonia / year. Advanced project with regular interaction between the developer and host government. Signature of the GC is expected in late 2026; the initial development phase lasts up to October 2030.
- **SAHAMCO:** Project Nessim – up to 14 GW generating power and envisaged production of up to 4 Mio. tons of ammonia/year; Negotiations of the GC are expected

to resume in second half of 2026 and are required by law to be finalized by May 2027;
The initial development phase runs up to May 2030

- **GreenGo Energy:** Megaton Moon – up to 13 GW renewable energy generating power, 6 GW electrolyzer capacity, production of up to 4 Mio. tons of Ammonia / year. Negotiations of the GC are expected to resume in second half of 2026 and are required by law to be finalized by February 2027; The initial development phase runs up to February 2030.
- **Hynfra:** MGA project – up to 552 MW of renewable energy generation power, production of 0.1 Mio. tons of Ammonia / year. Negotiations of the GC are expected to begin in the second half of 2026 and are required by law to be finalized by September 2027; The initial development phase runs up to September 2030.
- **UEG:** green hydrogen project – up to 3.7 GW of renewable energy generation power, production of 1 Mio. tons of Ammonia / year. Negotiations of the GC are expected to begin in the second half of 2026 and are required by law to be finalized by September 2027; The initial development phase runs up to September 2030.
- **Möhring Energie:** Nayrah project – up to 17.6 GW of renewable energy generation power, production of 4 mio tons of Ammonia / year. Negotiations of the GC are expected to begin at the end of 2026 and are required by law to be finalized by November 2027; The initial development phase runs up to November 2030.
- **Hylron (GER/NAM) & Chariot (UK):** project Green Hadid - for production of Directly Reduced Iron;

Collectively, all developers have the potential to generate approximately up to 77 GW of renewable energy. However, all projects are expected to be developed in stages. This means that this full potential may only be realized within the next one or two decades. Since eight investment projects are being negotiated partly in parallel, it is becoming ever more important to ensure that negotiations are well coordinated and that potential overlaps but also synergies between these projects (e.g. in the area of port- and road infrastructure) are adequately addressed.

The production of green hydrogen is a nascent industry in Mauritania. With Green Hydrogen continuing to enjoy high political attention, the GoM is faced with the two-pronged challenge of establishing a legal and regulatory framework for an emerging field, while at the same time, having to advance on concrete negotiations with interested investors already underway. The current circumstances lend the project-specific negotiations a pilot character and make it even more important to ensure the critical assessment of possible risks and strategic considerations of energy policy objectives at an early stage. From May 2023 onwards, the Government paused the already ongoing negotiations and prioritised the development of a national H2-Code, considering some of the lessons learned during the negotiations up to this point. The Code was eventually approved by Parliament in October 2024. The code now forms the basis and provides guard rails for the negotiations, establishing a level and transparent playing field for all interested investors.

The development of the country's renewable energy potential is a key element for the government's strategy for economic development. While it is planned that a major part of the produced H2 / Ammonia will be exported, the GoM plans to use potential synergies with the

existing iron ore mining sector for entering the market for production of intermediary products in green steel value chains. Additionally, there is potential to establish production of fertilizers as well as the supply of renewable energy for the national electric grid. As further economic benefits, GoM expects positive effects in terms of employment creation, technical and vocational education and training, opportunities for local enterprises as well as tax revenues.

All this is happening in a global market which is still nascent. After an initial hype, the sector as a whole is currently undergoing a cooling down phase marked by consolidation, with several projects worldwide being postponed or called off, further increasing insecurity around framework conditions for the negotiation processes in Mauritania.

In this context, the Government of Mauritania (GoM), through its Ministry of Petroleum, Mines and Energy (MPME – now Ministry of Energy and Petroleum (MEP)), issued three requests to CONNEX to support the preparation and conduct of negotiations with CWP and Chariot (in 2022), as well as bp and Infinity/Conjuncta (in 2023, first project now transferred to SAHAMCO, second project abandoned), and GreenGo, Hyinfra, Möhring, UEG, Hyrion/Chariot (July 2026). Another request, adding negotiation strategy expertise and local value creation expertise was issued in late 2024. All requests were subsequently approved by the CONNEX Governing Board. Besides this present assignment, the MEP receives legal advice through a Mauritanian lawyer. In addition, CONNEX provides financial expertise and negotiation strategy expertise. The requested local value creation expertise was postponed but is expected to be added in late 2026. Currently, the advisory team coordinates its work in short weekly virtual meetings. Technical in-depth discussions and negotiation sessions with individual investors are arranged on an ad-hoc basis.

The **objective** of this consultancy is to **enable the GoM to competently negotiate the *Global Conventions*** of the above-mentioned projects, based on priorities set in accordance with GoM and CONNEX / GIZ. To achieve this, the consultant is to **provide legal and strategic advice** on the Mauritanian and international legal frameworks governing the GH2/PtX value chain, including the production, transport and storage of:

- Electricity from renewable resources (wind and PV)
- demineralized water
- green hydrogen produced through electrolysis and derivative PtX products
- as well as products derived from iron ore processing using GH2
- brine treatment (where applicable)

Besides this, the consultants are expected to advise on legal aspects of:

- market and incentive analysis
- relevant infrastructure
- environmental and social aspects
- and any other activity related to the GH2/PtX value chain.

The legal frameworks and market incentives of potential importing countries to be considered include those of the European Union and East Asian countries, particularly Japan and South Korea.

This assignment is a follow-on assignment to previous, similar assignments, partly carried out on *pro-bono* and *low-bono* basis.

2. Tasks to be performed by the contractor

The initial assignment is limited to the GC negotiation phase up to the adoption of the signed *Global Conventions* by the Mauritanian parliament of approximately four PtX projects out of the list contained in section 1.2 as well as the associated implementation instruments, as far as these are negotiated within the duration of this service contract. These projects shall be identified in accordance with GoM at the start of the assignment, based on current priorities on this date. In case of the commencement of material negotiations with further developers, the contract may be extended as defined in the Option (see: Section 8) to cover additional GC negotiations.

On the **technical (legal) level**, the contractor is required to provide legal assistance to the GoM during the following phases:

Phase 1: Preparation phase

During this phase, the Consultant shall provide legal advice for the preparatory work required before the GoM enters into negotiations with potential project developers.

The indicative tasks to be carried out during this phase include, but are not limited to:

- Preparing specific briefing notes and contributing to internal online sessions on the Global Conventions. These notes and sessions are intended to properly prepare the GoM before engaging in project-specific negotiations;
- Responding to legal questions from the GoM relating to the GH2/PtX sector, either verbally or in writing.

Phase 2: Negotiation phase

During this phase, the Consultant shall provide legal support to the GoM for the following activities, including but not limited to:

- Legal review of draft Global Conventions and associated legal documents (e.g. Implementation Instruments' Heads of Terms) submitted by the developers, to ensure application of international good practice and compliance with relevant standards;
- Assist GoM in the formulation of own draft versions of the Global Conventions and associated legal documents, building on previously negotiated GH2 Global Conventions.
- Legal assistance in negotiation sessions (virtual and in-person) on the Global Convention for each project.
- Responding to legal questions from the GoM relating to the GH2/PtX sector and to project negotiations, either verbally or in writing.

On the **strategic level**, the contractor is required to:

- Support the GoM, in close consultation with negotiation strategy, financial and engineering/environmental experts as well as other involved experts, in
 - the definition of strategic objectives and the development of negotiation positions as well as fallback positions;
 - the identification of legal risks and development of mitigation measures and alternative approaches where relevant;

- Contributing to cross-project comparison dashboards in order to advise the GoM on overlaps and inconsistencies between projects.
- Assist the GoM in the content and program preparation of virtual and physical negotiation sessions, e.g. through legal negotiation briefs and contribution to issue-tracking matrices to enable GoM to actively set the agenda and to pursue its objectives and negotiation positions.

The contractor should provide continuous knowledge transfer to the GoM negotiation team through briefings, explanatory notes, handover materials and lessons-learned sessions after key negotiation milestones. Beyond that, the consultants are expected to contribute as resource person to capacity building measures planned by the World Bank-funded DREAM project, with prior consent by GoM and in line with confidentiality requirements stipulated in the CONNEX Code of Conduct.

Most work will be conducted remotely.

Deliverables shall include but are not limited to:

1. **Memos / briefing papers** on individual topics are to be agreed upon directly with GoM.
2. **Draft versions of the Global Conventions**, as requested by GoM
3. **Analyses** of draft versions of the Global Conventions provided by the developers
4. A **final written report** of 5 – 8 pages shall be submitted to GoM after completion of the assignment and be presented and discussed in a suitable format agreed with GoM. The purpose of this report is to enable capacity building and learning beyond specific negotiations. The final report shall provide an overview of the work done as well as lessons learnt. It shall also reflect on how to integrate these lessons learned into the GoM's system to avoid information loss in case of personnel changes. This report should also contain recommendations for furthering the implementation of the agreements (e.g. gap analysis) and / or additional support requirements.

The GoM may request additional deliverables within the general scope of and related to the agreed advisory services. This may also include virtual and/or physical participation in negotiation meetings with the investors. The contractor shall follow the requests in the agreed time frame, budget and scope of work. If those are at risk to be exceeded, this shall be discussed with CONNEX/GIZ.

Working language within the negotiation team is mostly English, and additionally French. The contractor should be ready to provide deliverables also in French, if requested by GoM.

The consultant(s) shall report directly to the Minister for Energy and Petroleum (Ministre de l'énergie et du pétrole), with the Director of Low Carbon Hydrogen at MEP serving as the designated focal point. All advisory services and written deliverables shall be submitted directly to the GoM and are to be treated as confidential in line with the CONNEX Code of Conduct. Reports shall be submitted to the Director of Low Carbon Hydrogen at MEP or any other official designated by the MEP.

General requirements & deliverables

In derogation from the GIZ AVB (General Terms & Conditions), the contractor is asked to submit the following reports to GIZ:

- 1) **Brief written monthly reports** (1-2 pages) on the implementation status of the project, including current observations on pre-identified risks: The project manager at the CONNEX Support Unit is to be briefed on a monthly basis on the status of implementation and in case of any risk or changes to the general scope and deliverables. The frequency of these reports can be adjusted by mutual written agreement between the contractor and the CONNEX Support Unit.
- 2) A **final written report** shall be submitted to the CONNEX Secretariat after completion of the assignment. The final report shall provide an overview of the work done as well as lessons learnt and recommendations for further support. It shall reflect on the methodical integration of knowledge management, capacity development and ownership in their advisory work and into the GoM's system as well as include recommendations for improving the entire negotiation process. This report can be built on the basis of the report for submission to GoM but should not contain any confidential information from the negotiation process.

These reports are an integral part of the CONNEX risk management and contribute to learning and innovation beyond this assignment. As such, they are part of the advisory work of the contractor. Therefore, and in deviation from AVB, Section 3.3.1, a budget of up to 2 expert days is foreseen to compensate for the additional work incurred beyond the regular reporting requirements as per the AVB.

Initial period of assignment: **16 November 2026 until 30 November 2027**.

3. Concept

In the tender, the tenderer is required to show *how* the objectives defined in Chapter 2 (Tasks to be performed) are to be achieved. In addition, the tenderer must describe the project management system for service provision.

Note: The numbers in parentheses correspond to the lines of the technical assessment grid.

Technical-methodological concept

Strategy (1.1): The tenderer is required to consider the tasks to be performed with reference to the objectives of the services put out to tender (see Chapter 1 Context). This should include a discussion of anticipated risks, challenges and opportunities, including particularities of the Mauritanian context (1.1.1). Following this, the tenderer presents and justifies the explicit strategy with which it intends to provide the services for which it is responsible. This should in particular include a justification of the team composition (see Chapter 2 Tasks to be performed) (1.1.2).

The tenderer is required to present the actors relevant for the services for which it is responsible and describe the **cooperation (1.2)** with them.

Systematic Knowledge Management

The tenderer is required to describe its contribution to knowledge management for the partner (1.5.1) and GIZ under **learning and innovation**: The bidder is required to present how lessons learnt from the assignment can be of further systemic use in the partner system of GoM, as well as how knowledge management, capacity development and ownership of GoM, are systematically integrated in their consulting deliverables (1.5.2).

Project management of the contractor (1.6)

The tenderer is required to draw up a **personnel assignment plan** with explanatory notes that list all the experts proposed in the tender; the plan includes information on estimated assignment dates (number of expert days) and locations of the individual members of the team complete with the allocation of work steps.

The tenderer is required to describe its backstopping concept, in particular regarding the breadth of the required expertise. It is anticipated that the two requested expert pools (see below, personnel concept) may not cover every aspect of the assignment in the required depth and width, as outlined above. In this case, the backstopping concept should explain how the bidder is going to fill potential expertise gaps in the core team through technical backstopping.

The following services are part of the standard backstopping package, which (like ancillary personnel costs) must be factored into the fee schedules of the staff listed in the tender in accordance with Section 3.1 of the GIZ AVB:

- Service-delivery control
- Managing adaptations to changing conditions
- Ensuring the flow of information between the tenderer and GIZ
- Assuming personnel responsibility for the contractor's experts
- Process-oriented steering for implementation of the commission
- Securing the administrative conclusion of the project

4. Personnel concept

The tenderer is required to provide personnel who are suited to filling the positions described, on the basis of their CVs (see Chapter 7), the range of tasks involved and the required qualifications.

The below specified qualifications represent the requirements to reach the maximum number of points in the technical assessment.

4.1.1 Short-term expert pool 1 (principal advisors) with 1-2 members.

Qualifications of the short-term expert pool

- Education/training (2.6.1): All experts with university qualification (Staatsexamen/Master/LLM or other postgraduate-level legal training) in law;
- Language (2.6.2): All members of the pool with C2-level language equivalent proficiency in English (Common European Framework of Reference for Languages; 2

Kommentiert [MS1]: Von der 10 Fachpunkte gehen wie viele auf das erste Teilkriterium und wie viele auf das zweite Teilkriterium?

of 10 points); One member of the pool with C2-level language equivalent proficiency in French (8 of 10 points).

- General professional experience (2.6.3): All members of the pool with 25 years of professional experience working as lawyers (counted from the first higher education degree in law);
- Specific professional experience (2.6.4): All members of the pool with 20 years of experience working as lawyers on the renewable energy, PtX, oil & gas, liquid & gaseous energy carriers, decarbonisation or transport infrastructure sectors.

The position requires a proven track record in project development and financing of large-scale projects in the energy sector, with a strong focus on drafting, reviewing, and negotiating complex agreements and contractual documentation. In addition, the assignment requires detailed knowledge of the Mauritanian PtX sector as well as strong experience with comparable projects globally.

To support this, each member of the pool needs to present 15 relevant reference projects in any of the mentioned sectors; In sum, the reference projects of the members of the pool must cover all of the following subjects:

- project structuration and finance (6 reference projects)
- large-scale investments in renewable energy (6 reference projects globally, of which 2 from Mauritania);
- hydrogen, ammonia, methane, methanol or biofuels (6 reference projects globally, of which 2 from Mauritania);
- carbon markets, emissions regulations, and incentive structures (6 reference projects);
- extractive resources (fossil fuels or mining, 6 reference projects)
- large-scale transport infrastructure (3 reference projects which may include dedicated infrastructure projects as well as projects with significant associated infrastructure, such as ports, railways, airports and long-distance roads)

Note: Projects can be counted multiple times across different subjects; however, within a given subject, each project is counted only once, irrespective of whether one or both pool members contributed to it. Please indicate end and start dates of reference projects.

- Regional experience (2.6.5): All members of the pool with four years prior experience working on Mauritania-based PtX projects (two reference projects);
- Development Cooperation (DC) experience (2.6.6): All members of the pool with three reference projects each for advising governments or state-owned companies of countries contained in the OECD DAC list of ODA recipient countries and territories;
- Other (2.6.7) All members of the pool with prior experience in advising government officials in the context of contract/investment project (re)negotiation or preparation of tendering processes (3 reference projects in total for the pool).

The bidder should designate one of the members of this pool for additionally assuming the role of team leader to ensure close coordination with GoM, other experts, and GIZ.

Kommentiert [MS2]: Bitte die Anzahl an Referenzprojekte angeben.

Kommentiert [MS3]: Bitte geben Sie eine bestimmte Anzahl an Referenzprojekte an, ansonsten ist dieses Kriterium nicht objektiv bewertbar.

Tasks of the team leader

- Overall responsibility for the advisory services of the contractor (quality and deadlines)
- Coordinating and ensuring communication with GIZ, partners and others involved in the project
- Personnel management,
- Regular reporting in accordance with deadlines

4.1.2 Short-term expert pool 2 (supporting advisors) with 1-2 members.

Qualifications of the short-term expert pool

- Education/training (2.7.1): All experts with university qualification (German 'Diplom'/Staatsexamen/Master/LLM or other postgraduate-level legal training) in law;
- Language (2.7.2): All members of the pool with C2-level language equivalent proficiency in English (Common European Framework of Reference for Languages; 2 of 10 Points); One member of the pool with C2-level language equivalent proficiency in French (5 of 10 points). One member of the pool with C1-level equivalent proficiency in Arabic (3 of 10 Points).
- General professional experience (2.7.3): All members of the pool with 6 years of professional experience working in a legal context (counted from the first higher education degree in law);
- Specific professional experience (2.7.4): All members of the pool with 5 years of experience working as lawyers in the renewable energy, PtX, oil & gas, liquid & gaseous energy carriers, decarbonisation or transport infrastructure sectors. Each proposed member of the pool needs to present 10 relevant reference projects in any of these sectors.
- Regional experience (2.7.5): all experts with two references each for prior experience with projects in Mauritania or the MENA region (4 of 10 points). Prior experience with PtX projects in Mauritania (2 references each, 6 of 10 points);

4.1.3 National short-term expert (2.2 Expert 1 in the assessment grid)

- Education/training (2.2.1): university qualification (German 'Diplom'/Staatsexamen/Master/LLM or other postgraduate-level legal training) in law;
- Language (2.2.2): C2-level language equivalent proficiency in French (Common European Framework of Reference for Languages, 5 of 10 points). C1-level equivalent proficiency in Arabic (5 of 10 points).
- General professional experience (2.2.3): 20 years of professional experience working in a legal context (counted from the first higher education degree in law);
- Specific professional experience (2.2.4): 10 years of experience working in the renewable energy, PtX or extractive sector in Mauritania with 2 relevant reference projects in any of these sectors (5 of 10 points) and 2 relevant reference projects in the PtX sector (5 of 10 points);

The bidder must provide a clear overview of all proposed short-term experts and their individual qualifications.

Kommentiert [MS4]: Von der 10 Fachpunkte gehen wie viele auf das erste Teilkriterium und wie viele auf das zweite und dritte Teilkriterium?

Kommentiert [MS5]: Bitte geben Sie eine genaue Anzahl an Referenzprojekte oder Jahre der Berufserfahrung an.

Kommentiert [MS6]: Von der 10 Fachpunkte gehen wie viele auf das erste Teilkriterium und wie viele auf das zweite Teilkriterium?

5. Costing requirements

Assignment of personnel and travel expenses

Per diem allowances are reimbursed as a lump sum up to the maximum amounts permissible under tax law for each country as set out in the country table in the circular from the German Federal Ministry of Finance on travel expense remuneration (downloadable from the [German Federal Ministry of Finance – tax treatment of travel expenses and allowances for international business travel as of 1 January 2026 \(GERMAN ONLY\)](#)).

Accommodation allowances are reimbursed as detailed in the specification of inputs below.

With special justification, additional Accommodation costs up to a reasonable amount can be reimbursed against evidence.

All business travel must be agreed in advance by the officer responsible for the project

Sustainability aspects for travel

GIZ has undertaken an obligation to reduce greenhouse gas emissions (CO₂ emissions) caused by travel. When preparing your tender, please incorporate options for reducing emissions, such as selecting the lowest-emission booking class (economy) and using means of transport, airlines and flight routes with a higher CO₂ efficiency. For short distances, travel by train (second class) or e-mobility should be the preferred option.

CO₂ emissions caused by air travel must be offset. GIZ specifies a budget for this, through which the carbon offsets can be settled against evidence.

There are many different providers in the market for emissions certificates, and they have different climate impact ambitions. The [Development and Climate Alliance \(German only\)](#) has published a [list of standards \(German only\)](#). GIZ recommends using the standards specified there.

Specification of inputs

Fee days	Number of experts (per pool)	Number of days (per pool)	Total	Comments
Designation of short-term expert pool 1, incl. Teamleader	1-2	18	18	1-2 senior int'l legal experts
Designation of short-term expert pool 2	1-2	10	10	1-2 int'l legal experts
National legal expert	1	8	8	national legal expert

Travel expenses	Quantity	Price	Total	Comments
CO ₂ compensation for air travel	2	200	400	A fixed budget of EUR 400.00 is earmarked for settling carbon offsets against evidence.
Fixed travel budget	2	7,000.00	14,000.00	A budget is earmarked for two travels to the following countries: Mauritania, EU (The Federal Travel Expense Guidelines for the respective country of assignment should serve as the basis for calculating daily and accommodation rates.) A fixed budget of EUR 14,000.00 is earmarked for settling travel expenses against evidence. You can find further information on the travel expense budget in the 'Price schedule' document. Please use the 'Explanations' column in the price schedule to break down the individual items. Settlement is possible only until the budget is depleted.
Other costs	Number	Price	Total	Comments
Flexible remuneration	1	15,000.00	15,000.00	A budget of EUR 15,000.00 is foreseen for flexible remuneration. Please incorporate this budget into the price schedule. Use of the flexible remuneration item requires prior written approval from GIZ.

6. Inputs of GIZ or other actors

GIZ and/or other actors are expected to make the following available:

- Transportation on site with own project / MEP vehicle
- Logistics for workshops:

7. Formal Requirements for the tender

CONNEX Code of Conduct

The bidder needs to declare in a foreword to the technical proposal that the CONNEX Code of Conduct was read, understood and will be adhered to (see also above section “2.2 General requirements & deliverables”).

Information security

The bidder needs to provide a secure method for transferring and storing sensitive data and briefly describe their method in the proposal.

Potential Conflict of Interest

The bidder is required to declare any potential conflict of interest with regard to the assignment or to include an explicit statement on the non-existence of such conflict of interest in a foreword to the technical proposal. In case a potential conflict of interest is declared, the proposal must include a concept for mitigating and avoiding the possible conflict. The CONNEX Support Unit will decide jointly with GoM if this concept can be regarded as sufficient to avoid disqualification, as provided for in the CONNEX Code of Conduct, Section 29.

If one of these three requirements (acknowledgement of CONNEX code of conduct, information security, declaration on conflict of interest) is not met in the proposal, this will result in exclusion from the bidding process.

The structure of the tender must correspond to the structure of the ToR. In particular, the detailed structure of the concept (Chapter 3) should be organised in accordance with the positively weighted criteria in the assessment grid (not with zero). The tender must be legible (font size 11 or larger) and clearly formulated. It must be drawn up in **English** (language).

The complete tender must not exceed 10 pages (excluding CVs). If one of the maximum page lengths is exceeded, the content appearing after the cut-off point will not be included in the assessment. External content (e.g. links to websites) will also not be considered.

The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs must be submitted using the format specified in the terms and conditions for application. The CVs shall not exceed 4 pages each. They must clearly show the position and job the proposed person

Kommentiert [MS7]: Gibt es ein Template, welches die Bieter als Nachweis der Kenntnisnahme mit ihren Angeboten einreichen können, um hier die entsprechenden Teilfachpunkte zu erhalten?

Kommentiert [CB8R7]: Nein. Üblicherweise kontrollieren wir, ob die Bieter frei formuliert im Text die genannten Punkte berücksichtigen.

Kommentiert [MS9]: Werden personenbezogene Daten verarbeitet? Haben Sie sich vom Datenschutzmanagement diesbezüglich beraten lassen? Ist eine AuV notwendig?

Sie sollten hier auch tatsächliche Anhaltspunkte für die konkrete Umsetzung der Datenspeicherung und Sicherung angeben.

Kommentiert [CB10R9]: Nein, keine personenbezogenen Daten

Kommentiert [MS11]: Das kann genau wie das Kriterium CONNEX Code of Conduct nicht Teil der Fachauswertung, sondern müsste als zusätzliche Anlagen zur Eigenerklärung angefordert werden, damit es ein Ausschlusskriterium darstellen kann. Ferner ist es hier zu allgemein / breit beschrieben und schwer nachvollziehbar, wann ein potenzielles Interessenskonflikt bestehen könnte.

Kommentiert [CB12R11]: Die Formulierungen sind für Verträge auf Basis der CONNEX-Methode Standard und werden so seit Jahren verwendet.

Wie besprochen verschiebe ich diesen Abschnitt in Kapitel 7.

Kommentiert [MS13]: Diese Anlage benötige ich. Auch ein Template, welches die Bieter zur Kenntnisnahme unterschreiben sollten als Teil der Eignungsprüfung.

Kommentiert [CB14R13]: Wie besprochen sollen die Bieter ihre Erklärungen im Rahmen eines Vorwortes zum Proposal abgeben.

Kommentiert [MS15]: Diese drei Punkte sollte Teil der Eignungsprüfung sein. Nur in diesem Fall können Sie als Ausschlusskriterien fungieren. Unter 1.7 stellen sie nur Fachkriterien dar, die im schlimmsten Fall mit 0 Punkte bewertet werden können, allerdings keinen Ausschluss nach sich ziehen. Folglich sollten diese Kriterien in der Eignungsprüfung abgefragt werden. Aber auch dort sollte konkretisiert werden, wie der Nachweis genau aussehen soll.

Kommentiert [CB16R15]: Wie besprochen, nun teil von Kapitel 7.

held in the reference project and for how long. The CVs can also be submitted in French (language).

Please calculate your financial tender based exactly on the parameters specified in Chapter 5 Quantitative requirements. The contractor is not contractually entitled to use up the days, trips, workshops or budgets in full. The number of days, trips and workshops and the budgets will be contractually agreed as maximum limits. The specifications for pricing are defined in the price schedule.

8. Option

During the implementation or after the services put out to tender have been completed, important elements of these tasks can be continued and/or extended. Specifically:

Type and scope

In case of commencement of material negotiations with further project developers out of the list contained in section 1.2 of this Terms of Reference beyond the four initially selected ones, the scope of the assignment can be extended and expanded to cover the Global Convention negotiation phase up to the adoption of the signed *Global Conventions* by the Mauritanian parliament.

The contractor is responsible for providing the following optional services:

- Application of the tasks of the main assignment described above on the selected additional Global Convention negotiations. It is expected that the workload per project is going to decrease over time, due to synergies with previous and parallel negotiations and continuously increasing capacities in the GoM team.

Requirements

Exercising the option will depend on a written notification by GoM about the official commencement of material negotiations with additional project developers beyond those selected for the main assignment. The option may be exercised fully or partially, depending on current estimates of the additional workload. The decision on continuation is expected to be made in the period between 01 January 2027 and 30 June 2027.

The option will be exercised by means of a contract extension on the basis of the individual approaches already offered.

Kommentiert [MS17]: Meinen Sie nicht 01. Januar 2027?

Quantitative requirements for the optional services

Fee days	Number of experts per pool	Number of days per pool	Total	Comments
Designation of short-term expert pool 1, incl. Teamleader	1	18	18	1-2 senior int'l legal experts
Designation of short-term expert pool 2	1-2	10	10	1-2 int'l legal experts
Local legal expert	1	8	8	national legal expert
Travel expenses	Quantity	Price	Total	Comments
CO ₂ compensation for air travel	2	200	400	A fixed budget of EUR 800.00 is earmarked for settling carbon offsets against evidence.
Fixed travel budget	2	7,000.00	14,000.00	A budget is earmarked for travel to the following countries: Mauritania, EU A fixed budget of EUR 14,000.00 is earmarked for settling travel expenses against evidence. You can find further information on the travel expense budget in the 'Price schedule' document. Please use the 'Explanations' column in the price schedule to break down the individual items. Settlement is possible only until the budget is depleted.
Other costs	Number	Price	Total	Comments
Flexible remuneration	1	20,000.00	20,000.00	A budget of EUR 20,000.00 is foreseen for flexible remuneration. Please incorporate this budget into the price schedule. Use of the flexible remuneration item requires prior written approval from GIZ.

Requirements on the format of the tender for the option

Please complete both spreadsheets in the price schedule, i.e. one for the main service and one for the optional service.

9. Annexes

- [CONNEX Code of Conduct](#)
- CONNEX Expert Brief "The Development Dimension of CONNEX"
- Monthly reports template
- *To be provided after start of the assignment: current Risk and Opportunity Registry*
- Final report template

Kommentiert [MS18]: Der Link lässt sich nicht öffnen. Können Sie dieses Dokument als Anlage zur Verfügung stellen?

Kommentiert [CB19R18]: Bei mir geht der Link, ich lege das Dokument aber auch gerne als Kopie bei.