# **Invitation to quote**

**Assessment of the climate impact and climate objectives of the private sector in Belgium.**

0. Introduction

Oxfam-Solidariteit (hereafter OS or Oxfam), non-governmental organisation for humanitarian assistance and development aid, launches an Invitation to Quote (IQ) for a study on **the climate impact of the private sector in Belgium.**

The quote must arrive at latest on 31 August, midnight CET and stay valid until 11 September, midnight CET

The Invitation to Quote (IQ) is structured as follows

1. Terms of reference
2. Submission procedure
3. Decision procedure

Your quote could form the basis for a contract between your company and OS. However, this invitation to quote does not oblige OS to proceed with the actual act of purchasing. No compensation can be claimed in case of non-acceptance of a quote or non-award of a contract.

Oxfam General Purchase Conditions apply to all Oxfam purchases. If there is an inconsistency between any of the provisions of these Conditions and a particular provision in the IQ or a contract then the provision in the IQ or the contract will prevail.

1. Terms of reference
   1. General information
   2. Objective

The objective of the study is to calculate and assess the climate impact of large companies in Belgium (from the point of view of carbon footprint, carbon intensity in relation to financial results and from the point of view of climate trajectories). The final objective of this study is to highlight the need to engage the private sector in the climate transition as well and to formulate policy recommendations in this respect.

* 1. Background

IPCC [special report](https://www.ipcc.ch/sr15/) on 1.5 confirmed the importance of limiting global warming to the Paris target of 1.5 to avoid irreversible catastrophic impacts. No amount of adaptation can compensate for the terrible consequences of failing to hit this goal. Furthermore, IPCC [special report](https://www.ipcc.ch/srccl/) on Climate Change and Land made it clear that carbon sequestration at scale can have enormous consequences for food security and people living in poverty. Measures therefore need to concentrate first and foremost on reducing emissions at the source. To achieve this, climate action cannot be limited to changing individual behaviours. It needs to target those who are benefiting the most and have a historical responsibility for the climate crisis, big businesses and multinationals. Governments need to design and enforce measures to make sure that private sector strategies remain in line with the goals of the Paris Agreement, as agreed at COP21.

In 2021, parties reaffirmed during the COP26 that the private sector and financial actors have a role to play in the energy transition. [Oxfam has raised the question](https://businessfightspoverty.org/beware-the-greenwasher-5-steps-towards-genuine-corporate-climate-action/) of what constitutes genuine corporate climate action – which must include setting up ambitious and science-based targets. The recent IPCC [assessment report on mitigation](https://www.ipcc.ch/report/ar6/wg3/) provides evidence on the role of taxation schemes in reducing carbon emissions and fostering low-emissions technological innovation. It also indicates that only 20% of global GHG emissions were covered by carbon taxes or emissions trading systems, and that coverage and prices have been insufficient to achieve deep reductions.

Meanwhile, the tax system in Belgium provides some large companies with the means to lower their effective tax rate on profits or revenue. The global trend towards lower corporate taxes has been observed at least since the 1980s, particularly in rich countries. In addition, opaque tax havens with very low tax rates and aggressive tax competition between countries lead to a race to the bottom in corporate taxation. Recent developments in international taxation agreed at the OECD level (the introduction of unitary and minimum taxation of large multinationals) are, however, insufficient at this stage to definitively halt this trend. Every year, this situation deprives public authorities of substantial revenues that could be invested in climate action (both for mitigation and adaptation, as well as source for their commitments on international climate finance and loss & damage for vulnerable countries). For example, according [to Oxfam's computations](https://www.oxfam.org/es/node/11318), Belgium would have to budget between USD 190 and 310 million each year to comply with the Global Climate Fund's funding in an equitable way.

As Oxfam we call for large corporations to publish their (scope 1, 2 and 3) greenhouse gas emissions (in absolute value) and formulate transparent reduction yearly targets in line with the Paris Agreement, with an intermediate climate goal in 2030 of at least 65% of reduction for EU countries with a view to reach zero emissions by 2040. The company should also disclose an investment plan to demonstrate that they are putting the means to reach their goals[[1]](#footnote-1).

Voluntary actions are not sufficient: unilaterally deciding on emissions’ reduction objectives will not take us on a common trajectory that is compatible with 1.5°. [Research in the EU](https://www.allianceforcorporatetransparency.org/assets/2019_Research_Report%20_Alliance_for_Corporate_Transparency.pdf) on 1000 companies showed that only 13.9% have adopted science-based targets that are aligned with the Paris Agreement. Furthermore, Oxfam’s [report](https://policy-practice.oxfam.org/resources/tightening-the-net-net-zero-climate-targets-implications-for-land-and-food-equ-621205/) on net zero emissions shows that current net zero strategies could require a surface of 5 times India to compensate for emissions. Public regulation is needed to solve a common good problem.

* + 1. Annexes to be provided after signature of a contract
* Previous Oxfam research
* Available data from BE and other EU administrations
* Relevant studies from other NGOs:
  1. Research questions

Overall : What is the climate impact of the largest companies in Belgium ?

1. Who are the largest private sector economic actors in Belgium (ideally 20 to 25 companies)?

Selection of a sample of 20 to 25 companies. Companies that have been present in the BEL20 for at least 5 years over the last 10 years and a few companies relevant to the study. (for example: public transport, energy sector, airlines).

1. What is the current carbon footprint of these companies (scope 1, 2 and 3)?
   1. What is their annual greenhouse gas emissions in tonnes of CO2 equivalent?
   2. What is their carbon intensity (annual greenhouse gas emission in tonnes of CO2 equivalent per million euros of turnover – excluding financial sector)?
2. What is the evolution of the carbon footprint of the companies studied over the last 5 years?

We want to have a temporal overview per year of the annual greenhouse gas emissions and carbon intensity of companies over the last 5 years.

1. What is the current companies’ climate trajectories in degrees (based on latest IPCC scenarios)?

We want to know what climate trajectory each company is on. For each company, determine whether it is on the 1.5° trajectory or on higher trajectories. If a company is on a higher trajectory, identify which trajectory (e.g. between 2° and 2.5°, between 3° and 3.5°, etc.)

1. Are the current carbon footprint trends of the large companies studied in line with the trajectory to limit warming to 1.5°C (peak by 2025, -55%/-65% by 2030, neutrality by 2050/2040)?

In this section, we want to assess what is the trajectory over the last years of the carbon footprint of the companies studied and see if these trajectories are in line with 2 scenario of the 1.5°c targets.

The first scenario foresees a peak by 2025, -55% by 2030 and neutrality by 2050. The second scenario foresees a peak by 2025, -65% by 2030 and neutrality by 2040.

1. What would be the ideal carbon footprint reduction trajectory of the companies to meet the goal of limiting global warming to 1.5°C (-55%/-65% by 2030, neutrality by 2050/2040)

For each company, the aim is to determine the ideal carbon footprint reduction trajectory, which is in line with IPCC evidence: global emissions peak by 2025 (IPCC AR6WGIII), -65% by 2030 (IPCC SR15). (Also: Coal, oil and gas use, without carbon capture and storage, must fall 95%, 60% and 45% below 2019 levels by 2050 according to IPCC AR6WGIII).

1. Which companies are close to the ideal trajectory? Which companies are far from or in contradiction with the ideal trajectory?

Based on the above data, this section aims to assess which companies need to make the greatest efforts to adapt their carbon footprint and which companies are already close to the ideal trajectory.

* 1. Requested profile

The consultant should have strong data analysis and research skills, excellent economic knowledge and experience in private sector climate impact assessment and evaluation. A strong background in European, Belgian policy frameworks and international climate standards is also required.

* Good knowledge of climate change topics (especially corporate carbon footprint)
* Strong experience in analysis and evaluation of climate objectives.
* Proven analytical, synthesis and writing skills in English, French and/or Dutch.
* Ability to write for policy makers and the general public.
* Professional knowledge of French and/or Dutch is an asset.
  1. Deliverables

Deliverables will have to fit OS quality standards.

* A final report with interpreted data in English, French or Dutch
* Diagrams and tables to illustrate the results.
* A methodological note in English on 1) the way to select the companies studied, 2) how the emissions of each company are calculated 3) how the carbon intensity was calculated, 4) how climate trajectories were calculated.
  1. Calendar

14 October: methodological guide

28 October: draft version of the documents and follow up meetings

21 November: final report

* 1. Communication and monitoring between the consultant and OXFAM

The consultant will be under the supervision of Oxfam-Belgique policy team.

The consultant will be accountable to a Steering Committee and will have to present periodic proof of progress for the research. A bi-weekly meeting between Oxfam-Belgique and the consulting team will also ensure a follow up of the project.

* 1. Responsibility, social security and medical coverage

In no instance can OS be held liable for material or moral damage (including bodily) that can be caused by third parties to the service provider in the activities to be carried out by her and subject of this contract. Also, the service provider will sign up for all insurance policies necessary for the conduct of activities that can be undertaken by service providers as part of the execution of this contract.

OS is released from any responsibility for social and medical insurance of service providers. Service providers will make it their responsibility to ensure all the steps necessary to guarantee their social security and medical coverage.

* 1. Security measures

OS will send the security measures to the service provider, who undertakes to follow them at all times. Non-compliance removes any liability of OS regarding the safety of the person or persons concerned and will immediately lead to the termination of this contract.

* 1. Confidentiality and use of information

The service provider undertakes to refuse any advertising, commercial or outside profits for their own account. He undertakes not to make any statement to the media in connection with the mission/support without the agreement of OS, or use at any time the information, funds and equipment at their disposal of either OS or of the partner or local institutions for purposes other than those outlined in the contract.

* 1. Ethical and professional conduct

Suppliers and their subcontractors cannot be in one of the following situations:

* be bankrupt or being wound up, be insolvent, having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, bee the subject of proceedings concerning those matters, or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
* have been convicted of an offence concerning their professional conduct by a judgment that has the force of *res judicata*;
* have been guilty of practices of collusion;
* have been the subject of a judgment that has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity.
* have been guilty, in the framework of another purchase process, of grave professional misconduct proven by any means that OS can justify;
* have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country where the contract is to be executed;
* do not respect basics social rights and working conditions, and the labour legislation of the country in which they are established or in the country where the contract is to be performed;
* employ child labour;
* be subject to a conflict of interests;
* be guilty of misrepresentation in supplying the information required by OS;
* make gifts to personnel of OS and/or the partner organisation.
* make threats to the personnel of OS and/or the partner organisation
* be involved in the production of tobacco
* be involved in the production and sale of arms
* be involved in acts of piracy or terrorism

The supplier

* will make every effort to protect the environment (nature) and work sustainably.
* will be sensitive and respectful of local customs and cultures
* contribute to a work environment characterized by mutual respect, integrity, dignity and non-discrimination.
* will not work under the influence of alcohol and will not use or be in possession of illegal substances in Oxfam's premises, vehicles or accommodation.
* will not engage in relationships or behaviors based on exploitation, abuse or corruption.
* respect the rights of others, including the rights of children, and will not engage in the abuse or sexual exploitation of children, or any other person of any age.
* never trade money, job offers, jobs, goods or services for sexual acts or any other humiliating, degrading or exploitative behavior.

The supplier will sign a statement accordingly. Oxfam has the right to investigate.

Non-respect of one or more ethical and professional clauses may result in

1. Dissolving the contract
2. Excluding the supplier from future IQ’s from OS
   1. Sanctions

In case of non-respect of the calendar a penalty equivalent to 1 % of the contract value will be deduced from the invoice for every day of delay. Beyond October 21th this will be considered as a unilateral termination of the contract by the service provider. These sanctions do not apply in case of force majeure.

* 1. Modification of contract

Any modification or termination requires the prior written agreement of both parties.

* 1. Cancellation of contract

The contract may be terminated by both parties in case of force majeure as defined in article 1.16. of the contract. Termination for force majeure must be announced by the party asserting it, in writing with a motivation and written proof provided by neutral instances. The other party shall notify its acceptance or refusal in writing, with a motivation.

In case of unilateral termination of the contract by the service provider without any motive able to be considered as one of force majeure, no incurred costs will be refunded and eventual advance payments will have to be refunded to OS.

This contract may be terminated by OS in case of non-compliance by the service provider with the ethical, legal and professional criteria (1.12.) the clause on confidentiality and use of information (1.11.) and the security measures (1.10). The contract will be automatically terminated upon the sending by OS of a registered letter, stating the termination as well as the causes thereof. No incurred costs fees will be paid and eventual advance payments will have to be refunded to OS.

* 1. Force majeure

Force majeure means any situation or event which is unforeseeable and exceptional, independent of the will of the parties and not due to the fault or negligence of any of them (or any of its subcontractors, agents or employees) which prevents either party to perform any of its contractual obligations and which could not be overcome despite all due diligence (e.g. evacuation).

A case of force majeure must always be notified immediately when it occurs, in writing, providing motive and proof by neutral instances.

In case of force majeure resulting in a disruption in the field, the actual costs incurred and already spent by the service provider will be reimbursed on the basis of supporting documentation (transport, hotel). The fees will be paid in proportion to the number of days of actual execution of the contract. The eventual continuation of the mission will be the object of an addendum to this contract.

* 1. Legal disputes

The contract shall be governed by and in accordance with the laws of the federal state of Belgium and shall be subject to the exclusive jurisdiction of the Dutch Speaking Tribunal of Commerce of the Judiciary Arrondissement of Brussels.

* 1. Payment conditions

50% will be provided at signature of the contract, and 50% after validation of the agreed outputs.

OS can only pay on an account number belonging to the legal entity (enterprise or moral person) with which the contract has been signed and only on an account number in the country where this entity is established.

1. Submission

Send all required documents before 31 August, midnight CET to OBE.TENDER@oxfam.org, with the title: climate goals and the private sector in Belgium Consultancy

* 1. Administrative details
* Name of the enterprise and the responsible;
* address;
* telephone, fax and e-mail;
* legal status
* VAT-number and/or chamber of commerce reference.
* Name and address of the bank, account number, IBAN and SWIFT code OS can only pay on an account number belonging to the legal entity (enterprise or moral person) with which the contract has been signed and only on an account number in the country where this entity is established.

Join a copy of your register of commerce.

* 1. Financial quote
* the research’s consultancy fees
* operational costs: travel, accommodation, daily fee, software, etc.
* VAT: if not applicable, mention the legal provision
  1. CV and experience
* curriculum vitae
* prior reports or publications which have been previously developed by the consultant in relation to the topic.
  1. Methodology

A methodological proposal to conduct this study/research, including understanding of the study’s issues and of the terms of reference; background of the study/research; presentation of the objectives (overall & specific); location; target countries; presentation of the methodological framework: study design, data collection, data processing, data analysis, ethical considerations.

* 1. Calendar

A timeline, clearly detailing the research’s implementation, execution, monitoring and final presentation

* 1. Ethical and professional conduct

Suppliers have to sign a declaration on ethical and professional conduct.



* 1. Clarifications and contact

You can contact OS before the date for submission quotes to seek clarification.

OS can contact you

* to inform you of errors, lack of accuracy, omissions or other faults in the IQ.
* to ask you to complete your quote.
* to negotiate the price.

All communication has to be in writing (e-mail, fax or letter)

1. Award

OS will appoint a selection committee of at least three (3) persons, which will

* check whether the bidders meet the exclusion criteria
* assess each quote which has passed the exclusion stage.
  1. **Exclusion**
* Any quotes that arrive after the deadline date can be excluded
* Any quote that exceeds the budget may be excluded
* Any quote without proof of legal existence will be excluded
* Any quote without signed declaration of compliance with the ethical and professional code of conduct will be excluded
  1. **Award**

OS awards the contract to the bidder offering the best value for money. The selection committee will evaluate the qualitative criteria of the quotations and award points for each criterion. The quote with the most points wins.

|  |  |  |
| --- | --- | --- |
| Expertise | Access to relevant private sector data on Belgian companies; knowledge of corporate carbon footprint methodologies (including trajectories and footprint reduction) and IPCC scenarios; Knowledge of broader policy context relevant to the study | 10 |
| Profile and experience of consultants | Experience in private sector climate impact assessment; strong experience in analysis and evaluation of climate objectives; proven analytical, synthesis and writing skills in English, French and/or Dutch; ability to write for policy makers and the general public; professional knowledge of French and/orDutch is an asset. | 10 |
| Political perspective in line with Oxfam | Demonstrate some knowledge about Oxfam and Oxfam values, including Oxfam feminist principles and human rights based approach | 5 |
| Understanding of assignment |  | 10 |
| Methodology | Sources (including databases), contacts, quality of questions, tools, etc. | 10 |
| Gender |  | 5 |
| Practical delivery | Quality of English; Possibility to provide finished outputs on scope of ToR (methodological note, interpreted data.) | 5 |
| Calendar |  | 5 |
| Cost |  | 10 |
| General presentation | (presentation, form, fond) | 2 |
| Total |  | 72 |

OS is not under any obligation to choose the quote with the lowest price.

* 1. **No obligation to award**

Please note that OS is not bound to select any of the proposals submitted.

* 1. **Communication of award and signing of contract**

The unsuccessful bidder will receive a no award notification, which will contain the reasons for this non-selection. The successful bidder will receive a notification of award. This notification shall be accompanied by the contract.

If the successful bidder makes changes to the contract without the prior consent of OS, OS will not sign and the contract may then be awarded to the candidate in second place or Oxfam can decide not to proceed to a purchase.

The contract will enter into force after signature by the supplier and OS, copy received by e-mail being proof.

1. Oxfam position (Corporate Governance Policy Compendium, 2021) [↑](#footnote-ref-1)