



Tender Specifications

**Public service contract for  
“Power2Scale: Market-Driven Mini-  
Grid and PUE Model Design –  
Mozambique”**

**Enabel Mozambique**

**MOZ22005-10102**

Open procedure

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# 1 General remarks

## 1.1 Derogations from the General Implementing Rules

Section 4, '*Specific contractual and administrative conditions*' of these Tender Specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

## 1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Enabel, supports the developing countries in the fight against poverty on behalf of the Belgian government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this contract, Enabel is represented by the Representation of Enabel in Mozambique.

## 1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>3</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015;

<sup>1</sup> Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

<sup>4</sup> <http://www.ilo.org/ilolex/french/convdisp1.htm>.

- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

## 1.4 Rules governing the public contract

The following, among other things, apply to this public contract:

- The Law of 17 June 2016 on public procurement<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>7</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

## 1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the public contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique.

The tender: Commitment of the tenderer to perform the public contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

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<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

<sup>8</sup> Belgian Official Gazette 27 June 2017.

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or performance of a contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **1.6 Processing of personal data by the contracting authority and confidentiality**

### **1.6.1 Processing of personal data by the contracting authority**

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

### **1.6.2 Confidentiality**

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

## **1.7 Deontological obligations**

1.7. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement for Enabel.

1.7.2. For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

1.7.6. The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract



cancelled or to be permanently excluded.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

## **1.8 Applicable law and competent courts**

The contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

## 2 Subject-matter and scope of the public contract

### 2.1 Type of contract

This contract is a public service contract.

### 2.2 Subject-matter of the public contract

This public service contract consists in the design and validation of investment-grade financial and business models for decentralized renewable energy (DRE) mini-grids in Mozambique, in conformity with the conditions of these Tender Specifications.

### 2.3 Duration of the public contract

The contract will start upon notification of award by Enabel and must be completed within a maximum of three (3) months for the fixed block, and within a maximum of eight (8) months including the conditional block, from the date of award notification.

### 2.4 Quantity

*(Art. 57 of the Law of the 17 June 2016)*

To ensure flexibility and allow for performance-based progression, this tender is divided into a fixed block and a conditional block:

- **Fixed block:**
  - SO1 – Establish a diagnostic and strategic foundation for mini-grid development: Conduct technical, economic, and social assessments of each pilot site and define context-driven PUE strategies to inform the design of inclusive and demand-responsive mini-grid models.
- **Conditional block:**
  - SO2 – Develop and validate context-responsive, investment-ready financial and business models for mini-grids, integrating PUE.
  - SO3 – Strengthen the institutional capacity of FUNAE and partners for implementation, monitoring, and scale-up of developed models.

Activation of the conditional block is subject to future approval by Enabel and FUNAE, based on satisfactory progress in the fixed block, political buy-in of the results, and sectoral developments. The successful tenderer will not be entitled to claim any compensation if the conditional block is not awarded to him.

## 3 Subject-matter and scope of the public contract

### 3.1 Award procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

### 3.2 Publication

#### 3.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

#### 3.2.2 Enabel publication

This contract is furthermore published on the Enabel website ([www.enabel.be](http://www.enabel.be)) from 24/06/2025 to 15/08/2025.

### 3.3 Information

The awarding of this contract is coordinated by **Ms Juliette Campogrande**, Junior ECA at Enabel Mozambique. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Candidate-tenderers may submit questions regarding these Tender Specifications and the contract up to six days before the final deadline for bid submission. Questions will be sent in writing to Ms. Juliette Campogrande ([juliette.campogrande@enabel.be](mailto:juliette.campogrande@enabel.be)) and [tendersmoz@enabel.be](mailto:tendersmoz@enabel.be) in cc, and they will be answered in the order received. The complete overview of questions asked will be available at the websites mentioned above.

Until the notification of the award decision no information will be given about the evolution of the procedure.

The procurement documents can be consulted free of charge at the following internet address:

- [BOSA - eProcurement](#)
- [Public procurement - Enabel - Belgian Development Agency |](#)

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel and eProcurement websites or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

### 3.4 Tender

#### 3.4.1 Data to be included in the tender

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

The tenderer must use the tender forms in annex:

1. Form 6.1: Identification form;

2. Form 6.2: Financial identification;
3. Form 6.3: Financial proposal;
4. Form 6.4: references;
5. Declaration on honour – exclusion criteria;
6. Integrity statement for the tenderer;
7. Power of Attorney;
8. Updated certification of registration
9. The document certifying that the tenderer is in order with the payment of social contributions;
10. The document certifying that the tenderer is in order with the payment of taxes;
11. Criminal record of the entity – if criminal record for legal body exists in the country where the tenderer is registered;
12. CVs of the team;
13. Technical proposal.
14. ESPD document **(bids without ESPD document originally signed will be rejected!)**

In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender, the forms, and the annexes are written in English but can be filled in English or Portuguese.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

### **3.4.2 Period of validity of the tender**

The tenderers are bound by their tender for a period of **90 calendar days** from the reception deadline date.

### **3.4.3 Price determination**

**All prices given in the tender form must obligatorily be quoted in EUROS.**

This contract is a lump-sum price contract, i.e. a contract in which the global price is a flat rate that covers the whole performance of the contract or each to the items of the inventory.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

#### **3.4.3.1 Elements included in the price**

*(Art. 32 §3 Royal Decree 18.04.2017)*

The tenderer is to include in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax. The following are in particular included in the prices:

- Fees;
- Administrative, management and secretarial costs;
- Travel, accommodation, transportation, visa and insurance costs;

- Per diems (according to standard practice or organization policy);
- Workshop-related expenses (venue rental, catering and refreshments, printing, facilitation materials, and logistics);
- The cost of documentation related to the services and possibly required by the contracting authority;
- The production and delivery of documents or pieces related to the execution of the services;
- Reception costs;
- All expenses, personnel costs, and material costs necessary for the execution of this contract;
- Remuneration as copyright fees;
- Purchase or rental from third parties of services necessary for the execution of the contract;
- Communication expenses (including internet), all costs and expenses of personnel or material necessary for the execution of this contract, remuneration as copyright fees, purchase or rental from third parties of services necessary for the execution of the contract;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;
- Acceptance costs.

### 3.4.3.2 Taxes

The tenderer is to include in his global prices any charges and taxes generally applied to services:

- The prices must **include** the **withholding taxes** applicable (it is the tenderer responsibility to collect all necessary information relating to the withholding tax applicable for his situation).
- The prices must **exclude** the **value-added tax (VAT)**. However, the value-added tax (VAT) percentage must be indicated in a separate line in the “Form 6.3 – Financial proposal”.

#### **Additional information on withholding tax**

In the countries of operation, Enabel must almost always deduct local taxes from the income received by non-resident service providers, through a withholding tax.

The unit price quoted by the tenderer in its tender must include any applicable tax, including the tax that will be deducted at source by Enabel (or another beneficiary of the framework agreement) at the time of payment of the invoice.

When the contract is performed, Enabel (or another beneficiary of the framework agreement) will deduct the tax from the amount invoiced by the service provider by means of a deduction of the percentage provided for (and defined by local legislation) (Withholding Tax).

In the case of an order originating from a representation or intervention abroad (outside the EU), the withholding tax will be applied to the totality of the services carried out by the service provider (without distinction between work at home or work in the country of intervention).

#### **DOUBLE TAXATION CONVENTIONS**

Tenderers' attention is drawn to the fact that some countries have signed double taxation treaties [e.g. between the tenderer's State of residence and the State of origin (or source, i.e. the State in which the income has its source and Enabel or one of the beneficiaries of this framework agreement has a representation or project - outside the EU)].

If such an agreement applies, it is the responsibility of each tenderer to check what the legal effects of its application are and how this agreement will affect the taxes charged on the services.

### 3.4.4 Submission of tenders

*(Article 54 et seq. and Art. 83-84 of the Royal Decree of 14 April 2017)*

Without prejudice to any variants, the tenderer may only submit one tender only per contract.

- The tenderer submits his tender as follows **before 04/08/2025 at 12:00 PM (noon)**.
- The original copy of the completed tender will be submitted on paper.
- One digital copy will be submitted in one or more PDF files on a USB stick.

The paper copy and the USB stick are to be submitted in a properly sealed envelope bearing the following information: “**Tender MOZ2205-10102 Market-Driven Mini-Grid and PUE Model Design – Mozambique**”.

It may be submitted:

- By **courier** (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope addressed to:

*Enabel Mozambique, public-law company*

*Av. Kenneth Kaunda, 267*

*Maputo, Mozambique*

- **Delivered by hand** with acknowledgement of receipt.

The service can be reached on working days during office hours, from 8:00 to 17:00 (East African Time).

**NB: Submission of tenders by e-mail is strictly prohibited. Any tenders submitted via e-mail will be automatically disregarded.**

Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the offers are sent in due time.

Please note that the awarded tenderer will be required to send the hard copies of the complete tender.

### **3.4.5 Amending or withdrawing a tender that has already been submitted**

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple, and shall be unconditional.

### **3.4.6 Opening of tenders**

*(Article 83-84 of the Royal Decree of 14 April 2017)*

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.44 “submission of tenders”. Tenders shall be opened behind closed doors without the tenderers.

### 3.4.7 Evaluation of tenders

#### 3.4.7.1 Exclusion grounds

*(Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18 April 2017)*

The obligatory and facultative grounds for exclusion grounds are given in attachment to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 “Forms” to the contracting authority at the latest upon contract awarding, namely the following:

1. Signed and dated **declaration of honour** form;
2. Copies of the most recent documents showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the **payment of social contributions**;
4. The document certifying that the tenderer is in order with the **payment of taxes**.
5. **Criminal record of the entity** if criminal record for legal body exists in the country where the tenderer is registered.

The contracting authority will verify the accuracy of the above-mentioned declaration of honour for the tenderer with the best tender. For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of 17 June 2016.

#### 3.4.7.2 Selection

*(Article 71 of the Law and Articles 65 -74 of the Royal Decree of 18 April 2017)*

The tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract. Before the contracting authority can start investigating the regularity of the tenders and evaluating them based on the award criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

The selection criteria are the following:

Selection criteria	Sub-criteria
1. Team composition and qualifications	1.1 CVs
	1.2 Required competencies
2. References	/

## **1. Team composition and qualifications**

The consultant(s) must propose a qualified, multidisciplinary team with the technical, financial, and contextual expertise required to deliver high-quality outputs within the expected timeframe.

The team must combine experience in business model development, financial modelling, rural electrification, productive use of energy (PUE), energy access policy, and stakeholder facilitation, with strong working knowledge of the energy landscape in Mozambique and sub-Saharan Africa.

Overview of the team structure, roles of each expert, justification of team configuration, and detailed CVs of all key experts must be attached.

The following sub-selection criteria are used:

### ***1.1 CVs***

Role	Key Responsibilities	Minimum Qualifications
<b>Team Leader / Lead Consultant</b>	Overall coordination, quality control, client liaison, supervision of all deliverables	<ul style="list-style-type: none"> <li>• Master's degree in energy economics, engineering, finance, or related.</li> <li>• Minimum 10 years of relevant experience.</li> <li>• Must have led at least 4 consultancy assignments in Africa in the past 5 years, including at least 3 related to business or financial model for energy, infrastructure or climate investment.</li> </ul>
<b>Financial Modelling Expert</b>	Design of all five financial models; scenario testing, risk analysis, investment metrics	<ul style="list-style-type: none"> <li>• Master's degree in finance, economics, or related field.</li> <li>• At least 7 years of relevant experience with financial models for energy projects in the past 5 years, and at least 2 experiences working with donor or DFI-financed proposals.</li> </ul>
<b>Business Model and PUE Expert</b>	Development of business models tailored to rural energy and productive use cases; value chain analysis	<ul style="list-style-type: none"> <li>• Master's degree in rural development, business, renewable energy or similar.</li> <li>• At least 7 years of relevant experience, including at least 3 assignments in the last 5 years in designing business models for productive use or mini-grid deployment.</li> </ul>
<b>MEL and Learning Expert</b>	Design and implementation of the Monitoring, Evaluation, and Learning (MEL) framework; development of indicators, SROI methodology, data collection tools, Action Research and learning products	<ul style="list-style-type: none"> <li>• Degree in political science, social science, development studies, climate change, energy policy/renewable energy, monitoring and evaluation or data management.</li> <li>• At least 7 years of relevant experience in MEL system design and implementation.</li> <li>• At least 2 relevant experiences delivering MEL frameworks in the past 2 years and at least one incorporating DRRF, SDG tracking or SROI.</li> </ul>
<b>Local Market Specialist</b>	Stakeholder facilitation, field diagnostics, value chain mapping, and coordination with local actors	<ul style="list-style-type: none"> <li>• Degree in economics, engineering, social sciences, rural development or similar.</li> <li>• At least 5 years of professional experience in Mozambique.</li> </ul>



		<ul style="list-style-type: none"> <li>At least 3 completed projects in the last 5 years involving fieldwork, community engagement, or value chain analysis.</li> </ul>
<b>Training &amp; Documentation Expert</b>	Development of user manuals, SOPs, training materials, and capacity-building sessions	<ul style="list-style-type: none"> <li>Degree in education, communications, or relevant technical field.</li> <li>5+ years of experience, with 2 projects in the past 5 years producing training materials and conducting capacity building for energy or rural development projects.</li> </ul>
<b>Support Staff / Analysts</b> <i>(optional)</i>	Data collection, logistics, workshop preparation, note-taking, translation support	<ul style="list-style-type: none"> <li>Diploma or bachelor's degree in administration, development studies, statistics, engineering, or similar fields.</li> <li>At least 3 years of experience in supporting development projects. Experience with data collection, field logistics, reporting</li> </ul>

Note: One individual may cover multiple roles if (s)he cumulates required qualifications and experiences of all covered profiles.

### 1.2 Language skills

- At least **one team member must be fluent in Portuguese** (written and spoken).
- All team members must be proficient in **English** (the working language for reports, meetings, and deliverables).

## 2. References

See “6.4 Tender forms – references”.

The technical proposal must include details of at least two (2) similar assignments successfully completed within the past three (3) years. These references must clearly demonstrate the tenderer experience relevant to the scope of this assignment.

Each assignment must be presented individually and must include the following details:

- Project title and brief description (max. 200 words);
- Client name, including the full name of the organization;
- Contact person (name, role, telephone number, and email address);
- Project location (country and region);
- Contract value (total amount in EUR or USD);
- Start and end dates (month/year);
- Role of the applicant (e.g. lead consultant, consortium member, technical advisor);
- Key deliverables produced (e.g. financial models, business plans, feasibility studies);
- Certificate of good performance from the client.

### 3.4.7.3 Regularity

*(Art. 75-76 of the Royal Decree of 18 April 2017)*

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

It is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially. The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-

existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

- 1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;
- 2° failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;
- 3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;
- 4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

#### **Conflicts of interest - Revolving door** (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, clause 1, 5° of the Law a conflict of interest is considered any situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

#### **3.4.7.4 Award criteria**

*(Article 81-82 of the Law of 17 June 2016)*

Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria.

The selection criteria are the following:

- Technical proposal (70 %)
- Price (30%)

#### **1. Technical Proposal (70 points)**

The technical proposal must not exceed 15 pages (excluding annexes such as CVs and reference letters) and should include the following components:

- **Critical analysis of the Terms of Reference.** Provide a targeted critique of the ToR, including any proposed refinements to the methodology, tools, phases, stakeholder engagement strategy, or validation processes. Justify any suggested improvements based on practical experience or international good practice.

- **Proposed methodology and work plan.** Describe the full implementation strategy, structured around the nine assignment phases. The methodology should clearly address diagnostics, business and financial model development, integration of PUE and MEL, participatory approaches, and Action Research.

The section must also include a Gantt chart or table outlining the proposed delivery schedule across all phases. The timeline should:

- Clearly distinguish between the fixed block (Phases 1–3) and the conditional block (Phases 4–9);
- Align with the overall 8-month implementation period or propose a tailored schedule that remains within this timeframe, accompanied by a justification for any sequencing or adjustments;
- Highlight all key deliverables, validation milestones, and interdependencies between phases.

The following sub-criteria are used:

Section	Evaluation criteria	Max. Points
<b>Methodology</b>	Coherence and clarity of the implementation strategy across all phases	<b>25</b>
	Justified proposed improvements to ToR methodology or tools	
	Integration of MEL, gender, inclusion, affordability, and climate finance	
	Practical stakeholder engagement and validation approach	
<b>Work Plan and Deliverables</b>	Realistic and well-structured work plan aligned with objectives	<b>20</b>
	Clear and feasible timeline, including key milestones and deliverables (e.g., Gantt chart)	
	Logical and realistic allocation of effort across roles, tasks, and project phases	
	Clear linkage between personnel inputs, deliverables, and timeline	
<b>Innovation and Value Addition</b>	Use of digital tools, open-access models, or replicable approaches	<b>15</b>
	Scalable outputs such as training materials, toolkits, or investor-oriented products	
	Potential for institutional uptake, policy impact, or scale-up	
<b>Risk Management and Feasibility</b>	Identification of context-specific risks and mitigation strategies	<b>10</b>
	Feasibility of implementation in field conditions	
	Flexibility and adaptive planning to respond to changes	
<b>TOTAL SCORE</b>		<b>70</b>

## **2. Financial Evaluation (30 points)**

See “6.3 Tender forms - Financial proposal”.

Only proposals that pass the technical threshold ( $\geq 50$  points) will proceed to financial evaluation. The financial score will be calculated as follows:

**Financial Score = (amount of lowest tender / amount of tender A)  $\times$  30**

Remarks:

- Financial proposals must be submitted in **Euros (EUR)**.
- Financial proposals must be **inclusive of withholding taxes**.
- Financial proposals must be **exclusive of VAT**.

### **3.4.7.5 Final score**

The scores for the award criteria will be added up. The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

### **3.4.7.6 Negotiations**

Enabel reserves the right to negotiate within the limit allowed by the law.

### **3.4.7.7 Awarding the public contract**

*Article 36 and 81-82 of the Law of 17 June 2016*

Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority may either decide not to award the contract, either redo the procedure, if necessary through another award procedure.

### **3.4.8 Concluding the public contract**

*(Art. 88 of the Royal Decree on Awarding)*

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

## 4 Specific contractual and administrative conditions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

### 4.1 Managing official (Art. 11)

The managing official is **Ms Anabela Nunes**, Rural Electrification Expert, [anabela.nunes@enabel.be](mailto:anabela.nunes@enabel.be)

Once the contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the contracting authority.

### 4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider undertakes to have the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

*(Art. 12/3 § 2 of the Royal Decree of 14 January 2013)*

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

### 4.3 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

## **4.4 Protection of personal data**

### **4.4.1 Processing of personal data by the contracting authority**

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

### **4.4.2 Processing of personal data by a contractor**

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

Given the public contract, it is to be considered that the contracting authority and the contractor will each be responsible, individually, for the processing.

L'adjudicateur s'engage à traiter les données à caractères personnel qui lui seront communiquées en réponse à cet appel d'offre avec le plus grand soin, conformément à la législation sur la protection des données personnelles (le Règlement général sur la protection des données, RGPD). Dans les cas où la loi belge du 30 juillet 2018 relative à la protection des personnes physiques à l'égard des traitements de

données à caractère personnel contient des exigences plus strictes, l'adjudicateur agira conformément à cette législation.

#### **4.5 Intellectual property (Art. 19 to 23)**

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

#### **4.6 Conformity of performance (Art. 34)**

The services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

#### **4.7 Zero tolerance Sexual exploitation and abuse**

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

#### **4.8 Changes to the public contract (Art. 37 to 38/19)**

##### **4.8.1 Replacement of the contractor (Art. 38/3)**

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

##### **4.8.2 Revision of prices (Art. 38/7)**

For this contract, price revisions are permitted in conformity with art. 38 GRE (AR 13/01/2013).

##### **4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)**

The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in



working days or calendar days;

- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

#### **4.8.4 Unforeseen circumstances**

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

### **4.9 Performance modalities (Art. 146 et seq.)**

#### **4.9.1 Deadlines and terms (Art. 147)**

The services must be performed within 3 months (fixed block) and 8 months (conditional block) as from the day after the date on which the service provider received the contract conclusion notification letter.

#### **4.9.2 Inspection of the services (Art. 150)**

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

### **4.10 Liability of the service provider (Art. 152-153)**

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

### **4.11 Means of action of the contracting authority (Art. 44-51 and 154-155)**

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned directly or indirectly by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and



the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the contract and/or the exclusion from procurement by the contracting authority for a determined duration.

#### **4.11.1 Failure of performance (Art. 44)**

§1 The contractor is considered to be in failure of performance under the contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which have been given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

#### **4.11.2 Fines for delay (Art. 46 and 154)**

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

#### **4.11.3 Measures as of right (Art. 47 and 155)**

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects detected.

§2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regime of all or part of the non-performed contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

## **4.12 End of the public contract**

### **4.12.1 Acceptance of the services performed (Art. 64-65 and 156)**

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

### **4.12.2 Invoicing (Art. 66 to 72 – 160)**

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

**Enabel Representation**

**Av. Kenneth Kaunda, 264**

**Maputo, Mozambique**

The invoice will mention:

- Enabel, the Belgian development Agency, in Mozambique
- The reference number and name of the contract: MOZ2205-10102 Power2Scale
- The name of the managing official: Anabela NUNES

Only service delivery that has been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days; and provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice shall be in Euros (should the tenderer have a Euro bank account) or MZN (should the tenderer have a Metical bank account). Payment will be by bank transfer only.

### **4.12.3 Payment of services (Art. 66 to 72 – 160)**

Proportional partial payment will be made after formal written acceptance of each phase.

**Fixed block (Phases 1–3)**

Phase	Deliverables	Payment (% of total fixed block)
<b>Phase 1</b> Planning & Mobilization	1.1 Inception Report	20%
	1.2 Stakeholder Mapping and Engagement Plan	
<b>Phase 2</b> Site Diagnostics & PUE Feasibility	2.1 Baseline assessment and PUE Feasibility Report (technical, economic, and social diagnostics for 3 sites + expansion areas)	40%
	2.2 Asset Financing and Delivery Mechanisms Summary	
<b>Phase 3</b> Development of Inclusive, Demand-Driven PUE Strategies Grounded in Comprehensive Market Analysis	3.1 Market Assessment and Strategy Report	40%
	3.2 Tariff, Affordability, and Subsidy Strategy	
	3.3 Draft Financial Models	

### Conditional block (Phases 4–9)

Phase	Deliverables	Payment (% of total conditional block)
<b>Phase 4</b> Development of Financial Models	4.1 Five Financial Models (assumptions, dashboards, scenario tools)	30%
	4.2 Model Guide (narrative, assumptions, user guidance)	
<b>Phase 5</b> Business Model Design	5.1 Five Business Models (aligned with financial models)	30%
	5.2 Mini-Grid Business Model Framework Template	
	5.3 Stakeholder DFIs Workshop and Report	
<b>Phase 6</b> Pilot Model Selection	6.1 Pilot Model Selection Report (model-site pairing, criteria, stakeholder input)	30%
<b>Phase 7</b> Ecosystem Strengthening and Anchor Engagement	7.1 Ecosystem and Anchor Engagement Strategy	
	7.2 SME Onboarding Roadmap & Risk Mitigation Tools	
<b>Phase 8</b> Monitoring, Evaluation, and Learning (MEL) Framework	8.1 MEL Policy Document and DRT Template	40%
	8.2 SROI appraisal tool and socio-economic model inputs	
	8.3 Reporting templates and learning tools	
	8.4 Action Research Framework for Pilot sites	
	8.5 MEL Training Curriculum and Manual	
<b>Phase 9</b> Capacity Building and Strategic Dissemination	9.1 Training Curriculum and Session Report	40%
	9.2 Implementation Toolkit (financial models, SOPs, M&E templates)	

	9.3 Strategic PowerPoint Pitch (for FUNAE fundraising)	
	9.4 Financing Opportunity Matrix and Mobilization Roadmap	

Payment will be made upon acceptance of each corresponding project phase(s). However, the contractor may request an advance payment of up to 20% of the total contract amount following the awarding of the contract.

### **4.13 Litigation (Art. 73)**

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

**Enabel, public-law company**

**Legal unit of the Logistics and Acquisitions service (L&A)**

**To the attention of Ms Inge Janssens**

**Rue Haute 147**

**1000 Brussels**

**Belgium**

## 5 Terms of reference

### 5.1 Background

This consultancy assignment is commissioned by Enabel – the Belgian Development Agency, in close collaboration with FUNAE – Fundo de Energia, Mozambique’s national energy fund. It is part of the Enabel Mozambique Country Portfolio 2023–2027, implemented under the Belgian Development Cooperation and fully aligned with Mozambique’s national priorities for climate resilience and a just energy transition.

Within this portfolio, Result Area 3 focuses on improving access to sustainable and clean public energy services in off-grid areas. It does so by testing innovative business models, strengthening public-private coordination, and enabling productive use of energy (PUE) through decentralized renewable energy (DRE) solutions.

To operationalize this strategy, Enabel and FUNAE have identified three mini-grid pilot sites—in coastal, peri-urban, and remote settings. This site will serve as platforms to:

- Design and test investment-grade business and financial models for mini-grids;
- Integrate Productive Use of Energy (PUE) tailored to site-specific economic activities;
- Engage anchor clients, such as agro-processors, fisheries, or telecom operators;
- Develop inclusive delivery models, affordability strategies, and financing mechanisms for broader scale-up.

Ultimately, the aim is to equip Mozambique’s decentralized energy sector with practical, investment-ready blueprints that advance inclusive, sustainable, and climate-aligned energy service delivery in off-grid areas.

This assignment will be responsible for designing, validating, and preparing for testing a portfolio of financial and business models that are bankable, inclusive, and scalable. These models must be grounded in field data, aligned with Mozambique’s regulatory frameworks, and compatible with international climate finance standards (e.g., GCF, DFIs).

The models and accompanying tools will be prepared for replication and investment-readiness, positioned to:

- Support scaling of mini-grid solutions beyond the pilot sites;
- Facilitate mobilization of additional funding from donors, climate funds, and impact investors;
- Enable institutional uptake by FUNAE and other national actors for long-term planning.

The assignment is structured into nine interlinked phases, covering diagnostics, strategy development, model design, validation, MEL, and capacity-building. It will be implemented over a period of eight months and includes both a fixed block (phases 1–3) and a conditional block (phases 4–9). Activation of the conditional block is subject to future approval by Enabel and FUNAE, based on satisfactory progress in the fixed block, political buy-in of the results, and sectoral developments.

### 5.2 Objective

To design and validate investment-grade financial and business models for decentralized renewable energy (DRE) mini-grids in Mozambique, with integrated productive use of energy (PUE) components, in order to enable scalable, inclusive, and climate-resilient rural electrification aligned with national policy and international climate finance standards.

## 5.3 Expected results

### The fixed block

- **ER1 – Foundational framework for implementation established:** a shared and operational framework is in place through an approved inception report ensuring alignment with FUNAE, Enabel, MIREME, ARENE, and compatibility with regulatory and climate finance requirements.
- **ER2 – Site-Specific Diagnostics and Feasibility Assessments Completed:** three pilot sites (coastal, peri-urban, and remote) are fully assessed, with validated technical, economic, and social assessments to inform action research methodology, model development, including potential expansion zones, energy demand, infrastructure readiness, and identified Productive Use of Energy (PUE) opportunities.
- **ER3 – Productive Use of Energy (PUE) Strategies to Stimulate Demand Defined:** context-specific strategies are developed to drive PUE, stimulate demand, and promote inclusive local economic development, with consideration for gender, affordability, value chain linkages, asset financing mechanisms, and market dynamics.

### The conditional block

- **ER4 – Investment-Grade Mini-Grid Financial Models Developed:** at least five financial models with scenario and sensitivity analyses are delivered that meet investor standards, integrate PUE as a core revenue stream, and are compatible with national regulatory and tariff frameworks and blended finance mechanisms (e.g., subsidies, RBF, and SME).
- **ER5 – Context-Responsive Business Models Designed:** five business models translate the financial frameworks into inclusive, operational strategies tailored to site-specific conditions and user profiles. These models should incorporate service delivery mechanisms, affordability structures, risk mitigation.
- **ER6 – Model Pairings Selected for Pilot Implementation:** the most viable business–financial model pairs are selected for each pilot site, based on feasibility, local context, and multi-stakeholder validation.
- **ER7 – Local Ecosystems and Anchor Client Engagement Strategies Strengthened:** strategies are in place to engage anchor clients and stimulate local economic ecosystems, enhancing mini-grid viability through improved demand forecasting and shared-risk approaches.
- **ER8 – Monitoring, Evaluation, and Learning (MEL) Framework and Research-Action Framework for Learning and Scale:** a MEL framework is developed and embedded within a research-action approach, enabling continuous learning, adaptive implementation, and evidence generation. The framework integrates real-time feedback loops, participatory methods, and locally grounded indicators to assess environmental, financial, social, and gender impacts – supporting data-driven decision-making stakeholder ownership, and model replication.
- **ER9 – Institutional Capacity for Scaling Strengthened:** FUNAE’s capacity to implement, adapt, and scale the developed models is reinforced through targeted tools, training, investor-ready pitch materials, and financing alignment matrix supporting long-term replication.

## 5.4 Scope of work – phases

The consultancy will implement a coherent set of interlinked tasks, designed to generate field-tested, regulation-compliant, and evidence-based outputs that enable the scale-up of financially viable, inclusive, and institutionally embedded mini-grid and Productive Use of Energy (PUE) models in Mozambique.

These tasks directly operationalize the **nine Expected results (1–9)**. Several results—such as financial model development, business model structuring, and institutional strengthening—are addressed across **9 phases** to ensure technical depth, stakeholder validation, and long-term uptake.

All activities will be implemented in close coordination with Enabel, FUNAE, and relevant stakeholders at national and local levels, including public institutions, private sector actors, financial entities, and community representatives.

To ensure performance-based progression and manage implementation risks, the assignment is structured into two parts:

- **Fixed block (Phases 1–3):** covers Expected Results 1, 2 and 3, focusing on diagnostics, feasibility assessments, and PUE strategy development. C
- **Conditional block (Phases 4–9):** covers Expected Results 4 to 9, focusing on model development, pilot implementation, ecosystem building, and capacity development.

Note: Activation of the conditional block is subject to future approval by Enabel and FUNAE, based on satisfactory progress in the fixed block, political buy-in of the results, and sectoral developments.

### 5.4.1 Fixed block

#### Phase 1 – Planning and Mobilization

##### Objective

Ensure operational alignment among Enabel, FUNAE, and key stakeholders through a validated inception framework compatible with Mozambique’s policies and climate finance standards.

##### Key Activities

- Conduct kick-off meetings with Enabel, FUNAE, ARENE, MIREME, and relevant stakeholders to establish operational alignment;  
Apply an Action Research Methodology (ARM) to guide all diagnostics and stakeholder engagements, across the five ARM phases (Diagnosing, Planning, Action Taking, Evaluating, Reflecting).
- Develop a comprehensive stakeholder mapping and engagement plan to guide consultations and validation processes across all phases;
- Finalize methodological framework, tools, indicators, and timeline, ensuring coherence with the national regulatory environment;
- Develop a risk register and monitoring and evaluation (M&E) framework aligned with GCF performance standards and ESG safeguards.

##### Deliverables

- Inception Report, including:
  - Refined methodology and tools;
  - Finalized work plan with timelines;
  - Stakeholder engagement strategy.

#### Phase 2 – Site Diagnostics and PUE Feasibilities Studies

##### Objective

Conduct comprehensive technical, economic, and social diagnostics and data collection for Action Research methodology framework at three pilot sites to assess energy demand, infrastructure readiness, and productive use opportunities.

##### Key Activities

#### *A. Site Infrastructure and Energy Demand Diagnostics*

- Evaluate the condition and performance of mini-grid systems, including generation, distribution, metering, and storage infrastructure;
- Analyze operational expenditure (OPEX), cost-recovery rates, and tariff structure feasibility;
- Profile current and projected energy demand, disaggregated by sector (residential, commercial, institutional) and usage patterns;
- Identify potential for co-located or bundled infrastructure (e.g., telecom towers, water systems).

#### *B. Socio-Economic Profiling and Expansion Zone Analysis*

- Perform socio-economic diagnostics of end users, covering affordability thresholds, energy access behaviours, and gender/inclusion aspects;
- Extend infrastructure and demand analysis to peripheral communities that could benefit from mini-grid expansion.

#### *C. PUE Feasibility Assessments – Core and Expansion Areas*

- Identify key productive sectors suitable for electrification (e.g., agro-processing, fisheries, cold storage, digital services);
- Conduct value chain analysis and PUE opportunity mapping at each site;
- Assess enterprise readiness for electrification, including operational capacity and technical compatibility with PUE equipment;
- Conduct opportunity mapping for productive loads and value chains, focusing on technical suitability and energy intensity.

#### *D. Asset Financing Structures and Delivery Models*

- Determine feasible delivery mechanisms for productive assets (e.g., vendor credit, lease-to-own, PAYGO models);
- Evaluate institutional configurations (e.g., developer-led vs. third-party providers);
- Identify indicative subsidy types needed to close viability gaps (e.g., capex, RBF, or hybrid).

#### *E. Stakeholder Engagement and Validation*

- Organize structured consultations with local SMEs, cooperatives, financial institutions, and provincial/municipal authorities to validate diagnostics;
- Identify investment barriers and validate use cases for productive electricity applications;
- Ensure participatory processes reflect gender, youth, and inclusion priorities.

#### *F. Benchmarking and Synthesis*

- Benchmark findings against FUNAE dataset of 93 mini-grids to extract lessons and validate model assumptions;
- Synthesize lessons to inform scalable, investment-ready financial and business models.

#### Deliverables

Mini Grids Baseline Assessment and PUE Feasibility Report, including:

- Technical, economic, and social diagnostics of each pilot site;



- Detailed assessment of PUE potential across both core and expansion areas;
- Mapping of productive energy uses, value chains, and commercial actors;
- Summary of anchor client engagement outcomes;
- Institutional and financing recommendations, including asset financing models and subsidy requirements;
- Documentation of the Action Research Methodology process applied, including:
  - Stakeholder participation and validation mechanisms;
  - Lessons learned through iterative diagnostics and co-creation;
- Integration of findings into financial and business model refinement. Preliminary assumptions to inform financial model design (demand growth, CAPEX/OPEX, cost-recovery potential);
- Strategic insights to guide business model structuring (affordability, enterprise-level bankability, inclusive participation).

### **Phase 3 – Development of Inclusive, Demand-Driven PUE Strategies Grounded in Comprehensive Market Analysis**

#### Objective

Conduct a market assessment across all user segments—productive, residential, institutional, and commercial—to evaluate the total demand potential and commercial viability of the three pilot mini-grid sites. This includes value chain mapping, anchor client profiling, tariff sensitivity analysis, and demand aggregation. Based on these insights, design site-tailored strategies to stimulate productive energy use, promote affordability and inclusion (with a strong gender lens), and inform the development of robust, investment-ready business and financial models.

#### Key Activities

##### *A. Total Market Segmentation and Demand Assessment*

- Segment the market across all end users: households, public institutions (schools, clinics), micro-enterprises, commercial services, and productive sectors;
- Quantify demand volumes, usage patterns, and seasonal variation across segments;
- Evaluate household affordability and willingness-to-pay under different tariff scenarios;
- Analyze service expectations and adoption behavior among non-productive users.

##### *B. Productive Use and Anchor Client Profiling*

- Deepen analysis of productive sectors identified in Phase 2;
- Profile anchor clients and demand aggregators (e.g., processors, irrigation schemes, ICT hubs);
- Quantify their energy needs, investment appetite, and creditworthiness;
- Explore bundling opportunities across sectors (e.g., energy + telecom, energy + cold chain).

##### *C. Value Chain and Local Economy Mapping*

- Conduct value chain analysis to identify electrification gaps and upgrade opportunities;
- Assess market linkages, logistics, and pricing structures to ensure economic viability;
- Map cross-sector synergies that improve load factor and revenue diversification.

##### *D. Tariff, Affordability, and Subsidy Strategy*

- Evaluate differentiated tariff structures (e.g., lifeline for households, premium for anchor loads);

- Identify affordability constraints and willingness-to-connect dynamics;
- Recommend targeted subsidy mechanisms (e.g., cross-subsidy, capex support, RBF triggers);
- Analyze implications for financial sustainability and inclusivity.

#### *E. Investment and Delivery Model Structuring*

- Identify feasible models for private sector engagement, including:
  - Public-private partnerships (PPPs),
  - Concession-based service delivery,
  - Community co-ownership and operator models;
- Recommend risk-sharing mechanisms (e.g., guarantee facilities, first-loss coverage);
- Propose financing structures aligned with investor requirements and blended finance logic.

#### *F. Ecosystem Readiness and Stakeholder Engagement*

- Engage financial institutions, private developers, sector regulators, and donor partners;
- Assess institutional capacity and ecosystem maturity for scaling PUE and mini-grid services;
- Organize validation workshops to test business assumptions and refine design logic.

#### Deliverables

- Market Assessment and Strategy Report, including:
  - Sector and value chain market analysis;
  - Anchor client profiles and demand aggregation potential;
  - Recommended investment structures and blended finance options;
  - Risk mitigation and de-risking strategies;
  - Implications for business model design and private sector engagement;
- One Draft Financial Model (Mini-grid + PUE integrated), including:
  - Site-level assumptions based on demand, tariffs, and anchor loads;
  - CAPEX/OPEX structure, cash flow logic, and preliminary IRR/NPV;
  - Modular Excel or equivalent tool with scenario testing capacity;
  - Documentation of assumptions and user guidance.

### **5.4.2 Conditional block**

Activation of the conditional block is subject to future approval by Enabel and FUNAE, based on satisfactory progress in the fixed block, political buy-in of the results, and sectoral developments.

#### **Phase 4 – Development of Investment-Grade Financial Models Tailored to Mini-Grid Scalability**

##### Objective

Create at least five financial models aligned with national frameworks and investor requirements (e.g., GCF, DFIs), integrating PUE revenue potential, blended finance, and risk-sharing instruments.

##### Key Activities

#### *A. Define Core Model Assumptions*

- Use findings from Phases 1 to 3 to set input parameters, including:
  - Demand forecasts, load profiles, consumption trends (by segment);

- CAPEX and OPEX structures aligned with site-specific diagnostics;
- Tariff frameworks and affordability scenarios;
- PUE demand and load factors disaggregated by type (anchor, SME, informal).

#### *B. Design Modular and Scenario-Based Models*

- Develop modular, transparent financial models with:
  - Scenario testing (e.g., varying tariffs, grants, load uptake);
  - Sensitivity analysis for key variables (e.g., FX, inflation, O&M costs);
  - Summary dashboards and risk metrics (IRR, NPV, breakeven, DSCR).
- Ensure compatibility with ARENE tariff rules and fiscal treatment.

#### *C. Integrate PUE and Asset Financing Mechanisms*

- Model PUE-driven revenue streams by customer segment;
- Include SME and informal market financing (e.g., lease-to-own, vendor credit);
- Incorporate co-investment logic for anchor clients and infrastructure bundling (e.g., water, telecom);
- Embed performance-based disbursement logic (e.g., milestone-linked grants, RBF).

#### *D. Simulate Public and Private Disbursement Pathways*

- Define mechanisms for capital subsidies, blended finance, and SME asset finance;
- Simulate fund flow structures:
  - Pre- and post-construction phases;
  - Disbursement triggers based on consumption, connections, or PUE uptake;
  - Developer/operator-led models versus ESCO or third-party approaches.

#### *E. Validate and Calibrate*

- Apply models using real data from the three pilot sites;
- Refine based on stakeholder feedback (FUNAE, developers, DFIs);
- Ensure usability by non-financial actors through clear documentation and user interfaces.
- Validate models using real data from the three pilot sites.

#### Deliverables

Set of at least five financial models, including:

- Core Mini-Grid Financial Model – complete infrastructure and operational viability framework;
- PUE – Informal and Micro-Enterprise Model – tailored to small-scale users with financing constraints;
- PUE – Anchor Client and Aggregator Model – designed for large-scale off-takers and cooperatives;
- Integrated Infrastructure Model – bundling energy with digital, water, or agri-logistics services;
- Adaptable Template Model – user-friendly tool for replication across sites and technologies.

Each model will be:

- Fully editable (Excel or Google Sheets);
- Modular with input/output segregation.

- Accompanied by a technical manual (10–20 pages);
- Compliant with Mozambique’s fiscal and regulatory framework;
- Validated using actual site data for realism and investment-readiness.

## **Phase 5 – Translation of Financial Models into Site-Specific Business Models**

### Objective

Design five business models that operationalize financial frameworks through inclusive service models adapted to local contexts and user needs.

### Key activities

#### *A. Operational Translation of Financial Logic*

- Translate each financial model into an operational business structure tailored to:
  - Informal and micro-scale entrepreneurs (e.g., welders, tailors, food processors);
  - Anchor clients and cooperatives (e.g., agro-exporters, fisheries, irrigation groups);
  - Bundled service infrastructure (e.g., mini-grids co-located with ICT, water, cold chains).

#### *B. Business Architecture and Service Models*

- Define target customer segments, productive use cases, and value propositions;
- Design service offerings (e.g., energy-as-a-service, pay-per-use, bundled infrastructure services);
- Determine delivery and payment models appropriate to customer profiles (e.g., PAYGO, lease-to-own, vendor credit schemes).

#### *C. Stakeholder Roles and Revenue Flows*

- Identify and define roles for key actors: developers, cooperatives, SMEs, local government, and financial intermediaries;
- Define revenue streams, pricing mechanisms, and risk-sharing arrangements;
- Include scenarios for public-private partnerships, concession-based models, and hybrid ownership structures.

#### *D. Inclusion, Affordability, and Scale Pathways*

- Embed strategies for gender, youth, and vulnerability inclusion (e.g., women-led enterprises, youth cooperatives);
- Propose affordability mechanisms (e.g., tiered tariffs, subsidies, micro-finance integration);
- Outline scalability enablers (replicable templates, investor alignment, local institutional buy-in).

#### *E. Validation and Readiness for Replication*

- Package each model as an investable concept, with implementation pathways;
- Test operational assumptions with FUNAE, MIREME, developers, and financial actors;
- Ensure compatibility with national electrification plans and climate finance objectives.

### Deliverables

Five (5) context-responsive business models, each presented as a clear and practical document (25–30 pages, excluding annexes), and fully aligned with its corresponding financial model from Phase 4.

Each model will be structured using a tailored mini-grid business model framework and organized as follows:

- **Executive summary:** concise overview of the model's scope, target users, financial logic, and delivery strategy.
- **Target customer segments and use cases:** segmentation of productive, residential, and institutional users; identification of energy-enabled activities.
- **Institutional and implementation arrangements:** roles and responsibilities of developers, SMEs, cooperatives, anchor clients, and public sector entities.
- **Value proposition and service offering:** Description of service delivery model (e.g., PAYGO, leasing), bundled services, and user experience design.
- **Productive use strategy and anchor client integration:** framework for engaging high-load users; enabling mechanisms for co-financing and demand aggregation.
- **Revenue and cost structure:** linked directly to financial model assumptions; includes OPEX, CAPEX, tariff logic, and cost recovery projections.
- **Risk mitigation strategies:** identification of key risks (e.g., currency, load, payment default); mitigation tools (e.g., guarantees, service-level contracts).
- **Gender and inclusion approach:** provisions to ensure participation, affordability, and benefits for women, youth, and marginalized groups.
- **Replication and scalability pathways:** assessment of enabling conditions for replication at scale, integration into national DRE frameworks, and readiness for climate finance and donor funding.

Each model will be:

- Practical: written in accessible language with actionable logic for deployment;
- Stakeholder-ready: usable by regulators, developers, DFIs, and NGOs with minimal adaptation;
- Investable: structured to support investment proposals, project financing, and donor alignment;
- Packaged: delivered alongside its respective financial model as part of an integrated mini-grid investment toolkit.

## Phase 6 – Selection of Optimal Model Pairs for Pilot Implementation through Evidence-Based Analysis

### Objective

Identify the most suitable financial–business model combinations per site using technical, economic, and stakeholder-based criteria.

### Key Activities

#### *A. Comparative Evaluation of Model Performance*

- Analyze the five business–financial model pairs using results from Phases 1–5;
- Assess performance under key metrics: demand alignment, viability gap, payback period, risk exposure, and stakeholder readiness;
- Consider variation across geographic, demographic, and sectoral contexts (rural, peri-urban, coastal, remote).

#### *B. Define Selection Criteria and Evidence Base*

- Develop and validate criteria such as:

- Load growth potential and anchor client engagement;
- Financial and operational sustainability;
- Institutional and community ownership potential;
- Regulatory fit and subsidy alignment;
- Gender, youth, and social inclusion dimensions.

### *C. Facilitate Multi-Stakeholder Decision-Making*

- Convene a joint review panel including Enabel, FUNAE, MIREME, ARENE.
- Present model scenarios, assumptions, and trade-offs;
- Enable informed decision-making through participatory scoring, sensitivity analysis, and facilitated consensus-building.

### *D. Pilot Preparation Recommendations*

- Define pilot implementation priorities per site;
- Outline steps for pre-feasibility alignment, financing, community onboarding, and early procurement;
- Highlight institutional coordination needs and safeguard compliance.

### Deliverables

Pilot model selection report, including:

- Comparative analysis of the five business–financial model pairs;
- Justification for the recommended model per site (coastal, peri-urban, remote);
- Selection criteria and decision matrix;
- Summary of stakeholder consultation process and endorsement;
- Recommendations for pre-implementation preparation, including regulatory filings, community mobilization, and funder engagement.

## **Phase 7 – Strengthening of Local Ecosystem through Anchor Client Engagement**

### Objective

Engage anchor clients and develop ecosystem strategies to enhance demand reliability, reduce investment risk, and support long-term grid viability.

### Key Activities

#### *A. Structured Engagement with Pre-Identified Anchor Clients*

- Leverage the profiles developed in Phase 2 (diagnostics) and Phase 3 (market assessment) to engage anchor clients (e.g., agro-processors, cold storage, ICT, fisheries);
- Facilitate structured dialogues to confirm interest and define indicative terms for participation in the mini-grid models selected in Phase 6;
- Develop pre-commercial engagement frameworks, including:
  - Draft offtake templates;
  - Tariff expectations;
  - Co-financing contributions;
  - Non-binding Memoranda of Understanding (MoUs) or Letters of Interest.

#### *B. Enablement of Local Enterprises for Productive Use Integration*

- Based on enterprise profiles from Phase 2 and 3, develop tailored onboarding support for SMEs;
- Design access-to-finance mechanisms (vendor credit, lease-to-own, cooperative financing) aligned with the financial model assumptions of Phase 4;
- Provide technical assistance on equipment use, operations, and energy productivity.

#### *C. Bundled Infrastructure and Service Delivery Architecture*

- Expand on the infrastructure co-location opportunities identified in Phases 2 and 3 (e.g., energy + water, energy + ICT);
- Design service bundling strategies and define operational and governance responsibilities;
- Ensure that service bundles are consistent with the business models selected in Phase 6.

#### *D. Co-Investment and Risk Mitigation Structures*

- Structure blended finance mechanisms that align with the financing and subsidy assumptions from Phases 4 and 5;
- Design RBF schemes, partial guarantees, or demand-linked disbursement triggers to de-risk early anchor client and SME participation;
- Outline viability gap solutions based on PUE uptake targets and energy consumption profiles.

#### *E. Institutional Coordination and Policy Integration*

- Engage provincial and municipal authorities to support ecosystem governance and policy alignment;
- Facilitate the creation or reinforcement of local multi-stakeholder coordination platforms as outlined in the business models developed in Phase 5;
- Identify procedural bottlenecks and recommend adjustments to facilitate implementation.

### Deliverables

Ecosystem and anchor client engagement strategy, including:

- Structured engagement models for anchor clients (draft terms, engagement pathways, and co-investment options);
- SME onboarding roadmap with tailored technical and financial support;
- Bundled infrastructure delivery models with governance structures;
- De-risking instruments and result-linked financing tools;
- Institutional coordination strategy aligned with national electrification and productive use policies.

## **Phase 8 – Establishment of Monitoring, Evaluation, and Learning (MEL) Framework supported by a Research-Action Approach**

### Objective

Design and operationalize a learning-oriented MEL system that generates evidence, informs adaptive implementation, and supports impact measurement and scaling.

A tailored Action Research Framework developed and applied at the three pilot sites to generate localized learning loops that feed directly into model refinement and strategic recommendations.

### Key Activities

#### *A. MEL Framework and Policy Development*

- Develop an MEL policy tailored to this assignment, aligned with DRRF standards and climate finance requirements (e.g., GCF, SDG indicators);
- Define strategic and operational objectives, indicators, and monitoring tools across all project phases.

#### *B. Indicator Framework and Development Results Template (DRT)*

- Integrate mandatory, project-specific, and cross-cutting indicators;
- Design the Development Results Template (DRT) with indicators covering environmental, financial, socio-economic, gender, and inclusion dimensions;
- Align outputs and outcomes with Mozambique's national frameworks and international standards.

#### *C. Social Return on Investment (SROI) and Appraisal Tools*

- Develop a Social Return on Investment (SROI) tool to quantify environmental and social value alongside economic metrics;
- Contribute to the development of economic and socio-economic appraisal models for pilot site application.

#### *D. Data Collection Tools and Methodologies*

- Define mixed-method monitoring tools (quantitative, qualitative, participatory, and Action Research);
- Integrate GIS-based reporting where applicable and enable remote tracking of outcomes;
- Ensure tools are suitable for both project-level and institutional monitoring.

#### *E. Design and Application of an Action Research Framework for the Pilot Sites*

- Develop a dedicated Action Research Framework to be tested and applied at the three pilot mini-grid sites.
- Structure the framework around ARM's five iterative phases: *Diagnosing, Planning, Action, Evaluation, and Reflection*.
- Define how learning cycles at each site will be documented, analyzed, and integrated into business model and financial model refinement.
- Participatory engagement mechanism for communities, SMEs, anchor clients, and developers in identifying issues, testing solutions, and refining interventions.

*Use the pilots as "living labs" for testing demand stimulation strategies, affordability mechanisms, and asset financing approaches.*

#### *F. Learning, Reporting, and Knowledge Transfer*

- Design templates for reporting (Monitoring Report, Project Completion Report) that enable knowledge generation;
- Create a standard reporting format for lessons learned and published case studies;
- Develop a digital-ready format for knowledge products.

#### *G. Institutional Capacity and Training*

- Prepare a MEL implementation manual with step-by-step guidelines;
- Deliver tailored MEL training sessions for FUNAE staff and local partners;
- Support the integration of MEL functions into FUNAE's institutional operations.

#### Deliverables



Monitoring, evaluation, and learning framework package, including:

- MEL Policy Document and Development Results Template (DRT);
- SROI appraisal tool and socio-economic model inputs;
- Monitoring and reporting templates (MR, PCR, learning outputs);
- Standard indicator set aligned with DRRF and SDGs;
  - Pilot-Specific Action Research Framework, with:Methodological guidance for site-based testing and feedback cycles;
  - Standard documentation structure for lessons learned per site;
  - Recommendations for scale-up or replication of the framework;
- Training curriculum and MEL implementation manual;
- Recommendations for long-term integration of MEL into FUNAE's project cycle.

## **Phase 9 – Institutional Capacity Building for Long-Term Adaptation and Replication**

### Objective

Strengthen FUNAE's internal capacity through tools, training, and strategic resources that enable implementation, investor engagement, and national scale-up.

### Key Activities

#### *A. Targeted Capacity Building for FUNAE*

- Deliver in-depth, hands-on training to FUNAE's technical, financial, and planning departments;
- Focus exclusively on the application of:
  - Financial models (Phase 4);
  - Business models (Phase 5);
  - Anchor integration and PUE strategies (Phase 7);
- Use real data and examples from the selected pilot sites (Phase 6);
- Trainings are internal and for FUNAE personnel only.

#### *B. Internal Implementation Toolkit*

- Deliver a comprehensive digital and physical toolkit, including:
  - Editable and annotated financial models with user manuals;
  - SOPs for internal validation, implementation, and monitoring;
  - Guidelines for structured asset financing and productive use rollout;
  - Results-Based Financing (RBF) and M&E templates

#### *C. PowerPoint Pitch and Strategic Communication Assets*

- Prepare a professional, investor-grade PowerPoint pitch for FUNAE to present its models to development partners and financiers;
- Materials will summarize project outputs (Phases 4–7), scalability potential, and financial structuring logic—not re-present any models;
- Include editable templates for use in bilateral meetings and donor briefings.

## D. Funding Alignment and Mobilization Strategy

- Map aligned financing opportunities at national and international level
- Deliver a Financing Opportunity Matrix, with:
  - Eligibility, deadlines, partners, and required documentation;

### Deliverables

FUNAE capacity building and implementation package, including:

- Training curriculum, reports, and participant evaluations;
- Full Implementation Toolkit (financial models, SOPs, guides, M&E templates);
- Strategic PowerPoint Pitch (editable and ready for donor engagement);
- Financing Opportunity Matrix and mobilization roadmap tailored to FUNAE's role.

## 5.4.3 Resume of deliverables

Phase	Title	Deliverables	Format	Language	Key Milestone
<b>Fixed block</b>					
Phase 1	Planning & Mobilization	1.1 Inception Report 1.2 Stakeholder Mapping and Engagement Plan	Word + PDF, Word/Excel	English + Portuguese Executive Summary	End of Month 1: Inception Report and Stakeholder Mapping Plan finalized and approved
Phase 2	Site Diagnostics & PUE Feasibility	2.1 PUE Feasibility Report 2.2 Asset Financing and Delivery Mechanisms Summary	Word + PDF	English	End of Month 3: PUE Feasibility Report submitted and validated
Phase 3	Development of Inclusive, Demand-Driven PUE Strategies Grounded in Comprehensive Market Analysis	3.1 Market Assessment and Strategy Report 3.2 Tariff, Affordability, and Subsidy Strategy 3.3 One Draft Financial Model	Word + PDF+ Excel	English	End of Month 3: Market Assessment & Strategy Report validated
<b>Conditional block</b>					
Phase 4	Development of Investment Grade Financial Models tailored to mini grid scalability	4.1 Five Financial Models 4.2 Model Guide (narrative with assumptions and user guidance)	Excel + Word Manual	English	End of Month 5: Five Financial Models completed
Phase 5	Translation of Financial Models into Site-Specific Business Models	5.1 Five Business Models 5.2 Mini-Grid Business Model Framework Template	Word + PDF	English	End of Month 5: Five Business Models completed

		5.3 Stakeholder Workshop with DFIs and Developers/investors			
Phase 6	Selection of Optimal Model Pair Pilot Model Selection	6.1 Pilot Model Selection Report (model-site pairing, validation criteria, consultation results)	Word + PDF	English	End of Month 5: Pilot Model Selection Report validated and endorsed
Phase 7	Strengthening of local Ecosystem through Anchor Client Engagement	7.1 Ecosystem and Anchor Engagement Strategy 7.2 SME Onboarding Roadmap & Risk Mitigation Tools	Word + PDF	English	End of Month 6: Ecosystem & Anchor Engagement Strategy delivered, including SME roadmap
Phase 8	Establish Monitoring, Evaluation, and Learning (MEL) supported in Research-Action Approach	8.1 MEL Policy Document and Results Template (DRT) 8.2 SROI Tool and Socio-Economic Inputs 8.3 Action Research framework 8.4 Monitoring & Reporting Templates 8.5 MEL Training Curriculum 8.6 MEL Manual	Word + PDF, Excel + PDF, PPT	English + Portuguese Executive Summary	End of Month 7: MEL Framework and Policy Package finalized, including tools and training materials
Phase 9	Institutional Capacity Building for Long-Term Adaptation and Replication	9.1 Training Curriculum and Session Report 9.2 Implementation Toolkit 9.3 Strategic PowerPoint Pitch 9.4 Financing Opportunity Matrix and Mobilization Roadmap	Word + PPT + Excel + PDF	English	End of Month 8: Full Toolkit, Strategic Pitch Deck and Financing Matrix submitted and handed over to FUNAE

#### 5.4.4 Review and Validation of Deliverables

- All deliverables are subject to a two-stage review process:
  - First round: Technical and strategic review by Enabel and FUNAE, including written comments;
  - Second round: Submission of a revised version for final validation after integration of feedback.
- The consultant must respond to stakeholder feedback within eight (8) working days from receipt of consolidated comments.
- For selected outputs (e.g., financial models, investment briefs, toolkits), the consultant is expected to present and validate findings in workshops or bilateral sessions with target stakeholder groups (e.g., DFIs, IPPs, SME associations).

- Final approval of each deliverable is contingent on:
  - Alignment with quality and scope requirements;
  - Adequate incorporation of institutional feedback;
  - Submission in the agreed formats and languages (English, with Portuguese executive summaries where applicable).

## 5.5 Duration and timeline

The consultancy will be implemented over a total duration of **eight (8) months**, following a structured, results-based framework. Activities are divided into two implementation phases. While each phase builds on prior outputs, parallel activities (such as validation workshops, stakeholder engagement, and institutional coordination) may occur across phases to ensure operational efficiency and responsiveness.

Phase	Title	Duration	Estimated Timeline
1	Planning & Mobilization	3 weeks	Month 1 (Weeks 1–3)
2	Site Diagnostics & PUE Feasibility	4 weeks	Month 2 (Weeks 4–7)
3	Development of Inclusive, Demand-Driven PUE Strategies Grounded in Comprehensive Market Analysis	4 weeks	Month 3 (Weeks 8–11)
4	Translation of Financial Models into Site-Specific Business Models	4 weeks	Month 4 (Weeks 12–15)
5	Translation of Financial Models into Site-Specific Business Models	3 weeks	Month 5 (Weeks 16–18)
6	Selection of Optimal Model Pair Pilot Model Selection	2 weeks	Month 5 (Weeks 19–20)
7	Strengthening of local Ecosystem through Anchor Client Engagement	3 weeks	Month 6 (Weeks 21–23)
8	Establish Monitoring, Evaluation, and Learning (MEL) and a Research-Action Framework	3 weeks	Month 7 (Weeks 24–26)
9	Institutional Capacity Building for Long-Term Adaptation and Replication	2 weeks	Month 7– 8 (Weeks 27–28)

## 5.6 Methodology and approach

The consultancy will adopt a phased, data-driven, and stakeholder-informed methodology to develop technically robust, investment-aligned financial and business models for decentralized renewable energy (DRE) mini-grids in Mozambique. The approach will ensure contextual accuracy, institutional uptake, and compatibility with national and international financing frameworks.

As part of this methodology, the consultancy will apply Action Research principles during the baseline diagnostics and feasibility studies in the three pilot sites and will also design a dedicated Action Research Framework for future testing and learning. While the full implementation of the framework will occur in a subsequent phase, this assignment will prepare it in full—structured around the five iterative phases of Action Research: *Diagnosing, Planning, Acting, Evaluating, and Reflecting*.

The framework will include:

- Guidance on stakeholder engagement and continuous learning loops;

- Tools for participatory diagnostics and feedback-driven model refinement;
- Templates for documenting site-level insights and integrating them into business and financial model development;
- Strategies to position pilot sites as “living labs” for testing affordability mechanisms, productive use stimulation, and asset financing approaches.

This dual-track approach ensures that Action Research is embedded from the outset of site engagement while also laying the groundwork for a structured and scalable methodology to be used during pilot implementation. It will support enhanced model relevance, adaptability, and institutional learning within Mozambique’s DRE sector.

### **5.6.1 Quality Assurance and Coordination**

A continuous feedback and validation mechanism will be maintained with Enabel, FUNAE, and relevant stakeholders. Interim outputs will undergo structured reviews, and alignment with national regulations and investment criteria will be ensured at every stage.

A quality control matrix will be applied to:

- Validate model integrity and assumptions;
- Ensure compliance with ARENE tariff methodology;
- Align outputs with national electrification frameworks and climate investment readiness.

### **5.6.2 Management and Coordination with Stakeholders**

The consultant(s) will report directly to **Enabel Mozambique and FUNAE**, and coordinate with other designated institutional partners throughout the assignment. A collaborative and responsive communication approach is essential to ensure alignment, quality, and institutional ownership of the outputs.

- A designated Team Leader will act as the primary point of contact, responsible for overall coordination, timely delivery, and quality assurance of all outputs.
- The consultant must maintain regular communication with Enabel and FUNAE, including participation in scheduled coordination meetings (virtual and/or in person).
- Coordination of stakeholder engagement, field logistics, and information flow will be conducted in collaboration with focal points appointed by Enabel and FUNAE.
- Key deliverables—particularly business models, financial models, and feasibility studies—will undergo structured validation, including:
  - Thematic workshops,
  - Bilateral feedback sessions,
  - Targeted stakeholder briefings (e.g., DFIs, regulators, developers).

### **5.6.3 Progress Reporting**

A monthly feedback and coordination meeting will be held during the first week of each month with Enabel and FUNAE. These meetings will serve to:

- Review the status of activities and deliverables, by phase;
- Identify and discuss any risks or implementation challenges and agree on mitigation measures;
- Align on key actions and priorities for the upcoming period;
- Share updates from site visits and stakeholder engagements.
- These meetings will ensure ongoing alignment, adaptive management, and collaborative decision-making throughout the assignment.

## 6 Forms

### 6.1 Identification form

#### 6.1.1 Natural person

<b>I. PERSONAL DATA</b>	
FAMILY NAME(S) <sup>①</sup>	
FIRST NAME(S) <sup>①</sup>	
DATE OF BIRTH	
JJ      MM      YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD      PASSPORT      DRIVING LICENCE <sup>②</sup> OTHER <sup>③</sup>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER <sup>④</sup>	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX      CITY
REGION <sup>⑤</sup>	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
<b>II. BUSINESS DATA</b>	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?	<b>BUSINESS NAME (if applicable)</b> <b>VAT NUMBER</b> <b>REGISTRATION NUMBER</b> <b>PLACE OF REGISTRATION</b> <b>CITY</b> <b>COUNTRY</b>
YES      NO	
DATE	SIGNATURE

**1** As indicated on the official document.

**2** Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

**3** Failing other identity documents: residence permit or diplomatic passport.

**4** See table with corresponding denominations by country.

**5** To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

### 6.1.2 Legal person entity private/public legal body

<b>OFFICIAL NAME ②</b>			
<b>ABREVIATION</b>			
<b>MAIN REGISTRATION NUMBER③</b>			
<b>SECONDARY REGISTRATION NUMBER (if applicable)</b>			
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>
<b>VAT NUMBER</b>			
<b>OFFICIAL ADDRESS</b>			
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>	
<b>COUNTRY</b>	<b>PHONE</b>		
<b>E-MAIL</b>			
<b>DATE</b>		<b>STAMP</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>			

- 
- 1 Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
  - 2 National denomination and its translation in EN or FR if existing.
  - 3 Registration number in the national register of the entity.

**6.1.3 Subcontractors**

Name and legal form	Address / Registered office	Object



## 6.2 Tender Forms – financial identification

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>9</sup>	
IBAN/ACCOUNT NUMBER <sup>10</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

<b><u>ADDRESS OF BANK BRANCH</u></b>		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

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<sup>9</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>10</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

### 6.3 Tender forms – financial proposal

The prices must **include the withholding taxes** applicable (it is the tenderer responsibility to collect all necessary information relating withholding tax applicable for his situation).

Block	Phase(s) Covered	Description	Lump Sum (EUR) Excl. VAT
<b>Fixed block</b>	Phase 1	Planning and Mobilization	€
	Phase 2	Site Diagnostics and PUE Feasibility	€
	Phase 3	Market and Consumer Demand Assessment	€
<b>Sub-Total (1)</b>			€
<b>Conditional block</b>	Phase 4	Development of Financial Models	€
	Phase 5	Design of Business Models	€
	Phase 6	Selection of Models for Pilot Implementation	€
	Phase 7	Ecosystem Strengthening and Anchor Client Engagement	€
	Phase 8	Monitoring, Evaluation, and Learning (MEL) Framework	€
	Phase 9	Capacity Building and Strategic Dissemination	€
<b>Sub-Total (2)</b>			€
<b>Total (1+2)</b>			€
<b>Percentage of added-value tax (VAT) applicable</b>			%

## 6.4 Tender Forms – references

The technical proposal must include details of at least two (2) comparable assignments successfully completed within the past three (3) years. These references must clearly demonstrate the consultant's qualifications and experience relevant to the scope of this assignment.

References	Description
1. Project title (start and end dates (month/year))  Client's name (including full name of the organization)  Project location (country and region)	<ul style="list-style-type: none"><li>• Contract value (total amount in EUR or USD);</li><li>• Brief description (max. 200 words);</li><li>• Role of the applicant (e.g. lead consultant, consortium member, technical advisor);</li><li>• Key deliverables produced (e.g. financial models, business plans, feasibility studies).</li><li>• Certificate of good performance from the client;</li><li>• Contact person (name, role, telephone number, and email address).</li></ul>
2. Project title (start and end dates (month/year))  Client's name (including full name of the organization)  Project location (country and region)	<ul style="list-style-type: none"><li>• Contract value (total amount in EUR or USD);</li><li>• Brief description (max. 200 words);</li><li>• Role of the applicant (e.g. lead consultant, consortium member, technical advisor);</li><li>• Key deliverables produced (e.g. financial models, business plans, feasibility studies).</li><li>• Certificate of good performance from the client;</li><li>• Contact person (name, role, telephone number, and email address).</li></ul>
3. Project title (start and end dates (month/year))  Client's name (including full name of the organization)  Project location (country and region)	<ul style="list-style-type: none"><li>• Contract value (total amount in EUR or USD);</li><li>• Brief description (max. 200 words);</li><li>• Role of the applicant (e.g. lead consultant, consortium member, technical advisor);</li><li>• Key deliverables produced (e.g. financial models, business plans, feasibility studies).</li><li>• Certificate of good performance from the client;</li><li>• Contact person (name, role, telephone number, and email address).</li></ul>

## 6.5 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
  - 1° involvement in a criminal organisation
  - 2° corruption
  - 3° fraud
  - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or terrorist financing
  - 6° child labour and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures.

- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

- 8) << If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date

Location

Signature

## 6.6 Integrity statement for the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public 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 businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above- mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

Place, date

## 6.7 Power of attorney

The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

In case of a **joint venture**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

## 6.8 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents<sup>13</sup> showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

## 6.9 Certification of clearance with regards to the payments of social security contributions

The tenderer shall include in his tender a **recent certification**<sup>13</sup> from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

## 6.10 Certification of clearance with regards to the payments of applicable taxes

The tenderer shall include in his tender a **recent certification** (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

## 6.11 ESPD

The ESPD is a self-declaration used as preliminary evidence in replacement of certificates issued by public authorities or third parties confirming that the relevant economic operators fulfils the exclusion grounds and selection criteria at the time of submission of tenders.

The failure to submit the ESPD results in the **automatic rejection of the offer** by Enabel.

## 6.12 Overview of the documents to be submitted – to be completed exhaustively

- 1) Identification form
- 2) Tender forms – financial identification
- 3) Tender forms – financial proposal
- 4) Tender forms - references

- 5) Declaration on honour – exclusion criteria
- 6) Integrity statement for the tenderers
- 7) Power of attorney
- 8) Certification of registration and / or legal status
- 9) Certification of clearance with regards to the payments of social security contributions
- 10) Certification of clearance with regards to the payments of applicable taxes
- 11) Criminal record of the entity – if criminal record for legal body exists in the country where the tenderer is registered
- 12) CVs of the technical team
- 13) Technical proposal
- 14) ESPD document **(bids without ESPD document originally signed will be automatically rejected!)**