

1. TENDER SPECIFICATIONS

Public service contract for “Design and test gender indicators for (MIREME)”

Reference №: **MOZ22005 -10362**

Country: **Mozambique**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications:	Until the tenth day before the deadline for submission of tenders
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Deadline for submission of tenders:	16 November 2026 at 12:00 pm (Mozambican Time)
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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Mozambique, is represented by:

Name	Position
Adriaan TAS	Country Representative

- 1.1. **Attention: even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be located in Mozambique and applicable tax legislation is legislation of Mozambique. For more information on this tax regime, you can contact, Contracts Team (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 - (a) The Law of 17 June 2016 on public procurement;
 - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 - (e) Circulars of the Prime Minister with regards to public procurement;
 - (f) Enabel's policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabel's policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

¹ Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium
- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT- MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of the: **Design and test gender indicators for MIREME.**

2. PHASES

- 1.2. This public contract comprises **2 (two)** phases.
- 2.1. The tenderer must apply for the **2 (two)** phases
- 1.3. A tender for part of a phase is inadmissible.
- 2.2. The phases are:

N°	Phrase Title	Phase description
1	Phase 1 – Firm Tranche	Development and validation of a Gender Indicator Framework (GIF), including clear metrics and practical tools for data collection and reporting, alongside an assessment of MIREME's capacity and training needs for effective operationalization of the GIF.
2	Phase 2 – Conditional Tranche	Provision of technical support to MIREME to operationalize the Gender Indicators Framework, while strengthening the capacities of MIREME's statistical team through targeted on-the-job practical trainings.

3. DURATION OF PHASE 1

- 1.4. This phase starts **upon kick off** and has a **duration of 5 (five) months** (clause 16 of chapter 4 Special Contractual Provisions).
- 3.1. This phase **MAY NOT** be renewed.

4. DURATION OF PHASE 2

- 1.5. This phase starts **upon kick off** and has a **duration of 7 (seven) months** (clause 16 of chapter 4 Special Contractual Provisions).
- 4.1. This phase **MAY NOT** be renewed.

5. VARIANTS

- 1.6. Variants are **NOT** allowed. Each tenderer may submit for both phases, no variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platforms:

- (a) Website of Enabel (www.enabel.be);
- (b) Newspaper.

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Contracts Team

moz_csc_contracts@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (moz_csc_contracts@enabel.be), and will be answered in the order received.

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

3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the fifth day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **120 (one hundred and twenty) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
 - (a) **English.**
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause 1 of chapter 7 Forms);
 - (b) List of subcontractors (clause 2 of chapter 7 Forms);
 - (c) Tender form - Prices (clause **Error! Reference source not found.** of chapter 7 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause 6 of chapter 7 Forms).
 - (e) Integrity form
 - h) Certificate of registration;
 - i) Power of attorney;
 - j) Criminal record of the legal representative/company;
 - k) Certificate of payment of taxes;
 - l) Certificate of payment of social contributions.

5.a Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

The tenderer also attaches the following to his tender:

- (a) All documents demanded for the application of award criteria (see clause 14);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 5.b. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (a) Identification form (clause 1 of chapter 7 Forms);

- (b) Declaration on honour - Exclusion grounds (clause 6 of chapter 7 Forms);
- (c) Integrity form
- (d) The statutes and any other document required to establish the power of attorney of the signer(s);
- (e) The association agreement signed by each participant, clearly showing who represents the association.

5.c. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

6. TENDER CURRENCY

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

7. ELEMENTS INCLUDED IN THE PRICE

- 7.1. The tenderer is to include in the total cost any charges and taxes generally applied to services according to the applicable tax legislation of Mozambique, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Mozambique, the attention of tenderers who are non-tax residents of Mozambique is drawn to the tax on the profits of non-residents (20% (or possibly 32% or 10%)) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Mozambique. The 20% (or possibly 32% or 10%) non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.
- 7.2. The total cost for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
 - (a) Acceptance costs.
- 7.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

8. SUBMISSION OF TENDERS

- 8.1. Without prejudice to any variants, the tenderer must submit for all phases.
- 8.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.

Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.
- 1.7. For this public contract, tenders will be submitted electronically via email

moz_csc_contracts@enabel.be
- 1.8. Tenders must be submitted no later than 16 November 2026 at 12:00 pm (Mozambican Time).

9. TENDER SIGNATURE

- 1.9. The tenderer is not required to sign the tender and its annexes

These documents shall have normal handwritten or normal electronic signature

- 9.1. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 9.2. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

10. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 1.10. Tenders must be in the possession of the contracting authority before **16 November 2026 at 12:00 pm Mozambican Time**
- 1.11. Tenders are opened behind closed doors

SECTION (D) - SELECTION, AWARDING & CONCLUSION

11. EXCLUSION GROUNDS

- 11.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 6 of chapter 7 Forms).
- 11.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 11.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.
- 11.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 11.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 11.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 11.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 11.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when

a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

12. OVERVIEW OF THE PROCEDURE

- 12.1. In a first phase, the tenders submitted by the tenderers will be evaluated as to their formal and material regularity.
- 12.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 12.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 14). This evaluation will be conducted based on the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 12.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 12.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared based on the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 14) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds.

13. SELECTION CRITERIA

Bidder Relevant Experience	<p>1. The tenderer shall attach to its bid, as a minimum, two (2) certificates of satisfactory execution of similar projects as this application, demonstrating relevance for this assignment, carried out over the last three (3) years.</p> <p>Each reference should clearly state:</p> <ul style="list-style-type: none"> • Relevant dates; • Name of the public or private client; • Brief description of the services provided – including methodology and key deliverables; • As well as include a certificate of completion issued by the respective client, confirming the successful delivery of the service.
Company shall demonstrate that its staff have a technical background/training in the area	<p>1. <u>Gender Specialist: 1 person</u></p> <p>1.1 At least a master's degree in one of the following areas: Gender Studies, Sociology, Anthropology, and Social Sciences.</p> <p>1.2 Minimum of 5 years of experience in the field, conducting research collecting relevant data from government institutions including proven work experience in the design of gender indicators.</p>

	<ul style="list-style-type: none"> Proven experience in energy sector in low-electrification sub-Saharan contexts.
	<ul style="list-style-type: none"> <u>Energy Expert: 1 person</u> <p>1.12. At least a degree in one of the following areas: Energy Policy, Engineering, Renewable energy, Climate Change, and Sustainable development, or any other area relevant to the above fields.</p> <p>1.13. Minimum of 5 years of experience in the energy sector, conducting research collecting relevant data from government institutions, private sector or and development organizations.</p> <p>1.14. Experience in the energy sector, preferably in contexts with low electrification rates, and experience working with public institutions on statistical data or related functions</p>
	<p>2. <u>Statistician: 1 person</u></p> <p>1.1. Must have at least a bachelor's degree in one of the following areas: Statistics or Data Management, Monitoring and Evaluation or any other area relevant to the above fields.</p> <p>1.2. Minimum of 3 years of experience in the field, conducting research collecting relevant data from government institutions or development organizations, preferably in energy sector.</p>

14. AWARD CRITERIA

14.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Methodology	40	The tenderer shall submit a methodological proposal demonstrating a clear understanding of the TOR and presenting its organizational strategy and technical approach to delivering the services under the assignment. The methodology should be no longer than 5 pages. Key points for evaluation: Understanding of the Terms of Reference – 8 points Thematic and sectorial understanding – 4 points Contextual analysis – 4 points Clear proposed methodology, TOC and tools – 10 points Clear approaches and their application – 10 points Innovative and sustainability approaches – 4 points

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Workplan	30	The tenderer shall describe in a note of no more than 2 pages the actions in a structured and chronological order. It shall be clear what tasks are assigned to each member of the proposed team – allocated per day. The workplan shall demonstrate also a clear operationalization and coherence between Phase 1 and Phase 2. Key points for evaluation: Realism of the workplan and alignment with the methodology (including proposed in-person presence arrangements for the phase 2 coaching) – 10 points. Clear operationalization of the workplan and coherence between Phase 1 and Phase 2 - 8 points. Time allocation: realism and adequacy of the working days allocated to each expert relative to the tasks assigned – 8 points. Team management structure — clarity of the team leader's role, coordination mechanisms, and internal reporting lines - 4 points.
Price	30	For the two phases

- 1.3. A proposal will proceed to the financial evaluation by scoring minimum 40/70 on the technical evaluation. The scores for the award criteria will be added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour.

15. AWARDING THE PUBLIC CONTRACT

- 1.4. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the phase in question.
- 15.1. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Clementina de Sousa, GESI Specialist**, email: clementina.desousa@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

- 5.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.
- 5.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning

the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

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 the 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 about the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

6.2. Processing of personal data by the service provider

Where during contract performance, the service provider processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply:

For any processing of personal data carried out in connection with this public contract, the service provider 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 service provider will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.

7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1. Scope and amount (Art. 25)

The contract authority reserves the right to require a performance bond in accordance with Article 25 of the Royal Decree of 22 June 2017

The performance bond is a requirement for this public contract and is set at 5% of the total value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

8.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

8.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

The period specified above is suspended during the period of closure of the service provider's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

8.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

1. Cash deposit: Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
2. Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
3. Joint surety: By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;
4. Guarantee: Provide the deed of undertaking of the credit institution or the insurance company.

8.5. Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

1. A deposit receipt from the Deposit and Consignment Office or a similar public institution;
2. A debit notice from the credit institution or insurance company;
3. A deposit certificate issued by the State Cashier or a similar public institution;
4. The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
5. The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the service provider and, where relevant, that of the third party that made the deposit on the service provider's account, bearing the statement 'lender' or 'mandatory', as appropriate.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

8.6. Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after acceptance of the entire contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

10. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

10.1. Scope

The clause may be applied in case the service provider is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

10.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the service provider already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new service provider.

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

- (a) successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR". If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

11. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

12. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

- 12.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 12.2. 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 may be agreed.
- 12.3. When activities are suspended, based on this clause 12.3, the service provider 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.
- 12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
 - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;

- (b) The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
- (c) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

- 13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

14. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
 - (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

15. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.
- 15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

16. DEADLINES AND TERMS FOR PHASE 1 (ART. 147)

The service provider must complete the services within **5 (five) months**, starting from **the kick off meeting**.

17. DEADLINES AND TERMS FOR PHASE 2 (ART. 147)

The service provider must complete the services within **7 (seven) months**, starting from **the kick off meeting**.

18. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address: **Avenida do Zimbabwe, 385, Maputo, Mozambique**.

19. INSPECTION OF THE SERVICES (ART. 150)

19.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.

19.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

20. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

20.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.

20.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfil its obligations.

SECTION (G) - MEANS OF ACTION

21. FAILURE OF PERFORMANCE (ART. 44)

21.1. The service provider shall be considered in breach of this public contract under the following circumstances:

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

21.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), 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.

- 21.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the “GIR”.

22. FINES FOR DELAY (ART. 46 AND 154)

- 22.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. 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.
- 22.2. Fines for delay are calculated, according to Article 154 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.
- 22.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 22.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

23. MEASURES AS OF RIGHT (ART. 47 AND 155)

- 23.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 23.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.
- 23.2. The measures as of right are:
- (a) 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;
 - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
 - (c) 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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

24. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

- 24.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 24.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 24.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event,

the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 25).

- 24.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch and shall request that the acceptance procedure be carried out.
- 24.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

25. INVOICING AND PAYMENT (ART. 66-72 AND 160)

- 25.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 1.5. Only services that have been performed correctly may be invoiced. The invoice must be issued in **Euros**
- 25.2. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **invoice.moz@enable.be**.
- 25.3. Payment will be made in accordance with one of the following arrangements:
The tenderers provide a lumpsum for phase 1 and phase 2

26. ADVANCE PAYMENTS

- 26.1. Notwithstanding clause 25.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the service provider.
- 26.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:
 - (a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
 - (b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;
 - (c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

- 26.3. No advance is granted before:
 - (a) Notification of the conclusion of the public contract;
 - (b) A written dated demand submitted to the contracting authority;
 - (c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

- 26.4. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.
- 1.6. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

TERMS OF REFERENCE

Name: Development and piloting of a Gender Indicator Framework for the Energy Sector – MIREME

Reference: MOZ2005-10362

Type: Service

Expected end date: February 2028

1. Background

1.1. General background

Mozambique is amongst the most climate-vulnerable countries in Africa, with recent increases in the intensity and frequency of extreme weather events undermining its development ambitions.

In response, the Belgian-Mozambique Cooperation Strategy 2023-2028 prioritizes strengthening climate resilience and supporting a just transition to a low-carbon economy. Under this framework, Enabel's Junt@s4Clima programme brings together interventions on climate resilience, energy transition, and losses and damages, with cross-cutting attention to water, energy, and waste management systems.

A global overview of the structure of this portfolio is presented below. Both interventions share the same specific objective while focusing on specific thematic areas. They are interconnected and complementary.



Enabel has committed to ensuring that 85% of its programmes either make a substantial contribution to Gender Equality or prioritize it as a principal objective, in line with the DAC-OECD Gender Marker and the EU Gender Action Plan III. Enabel's Gender Equality and Social Inclusion approach is geared towards driving transformative change, addressing the underlying factors of gender inequality, including discriminatory social norms and behaviours, as well as legal and institutional frameworks that institutionalized inequality.

1.2. Gender in the Energy Sector in Mozambique

The Government of Mozambique has demonstrated a strong commitment to gender equality, through the ratification of key international and regional instruments, including CEDAW (1979), the Maputo Protocol (2003), and the SADC Protocol on Gender and Development (2008). These commitments are reflected in national

legislation and policy frameworks such as the Constitution, the National Gender Policy and Strategy (2018) and the National Plan for the Advancement of Women (2018-2024).

Despite these efforts, significant gender inequalities persist. Mozambique ranks 118th out of 191 countries on the UNDP Gender Inequality Index, highlighting enduring disparities. A major constraint in addressing these inequalities is the limited availability of sex-disaggregated data, which hinders the effective identification, monitoring, and targeting of gender gaps. This challenge also reflects broader global difficulties in tracking gender dimensions of the Sustainable Development Goals (SDGs) under the 2030 Agenda.

In this context, Mozambique's energy transition, led by the **Ministry of Mineral Resources and Energy (MIREME)** represents a critical opportunity to advance gender equality while promoting inclusive economic growth and poverty reduction among women and vulnerable groups. To achieve a truly just energy transition, gender considerations must be integrated into policies, programs, and initiatives ensuring equal benefits to all.

Gender inequalities within the energy sector are evident in both access to services and participation in the workforce. According to data from MIREME's Human Resources department, public institutions in the mining and energy sectors remain male-dominated. In 2024, women represented only 21% of 6188 public employees, with low representation in technical and leadership roles.

Approximately 64.5% of households have access to electricity at national level, while a significant share, particularly in rural areas, remains without electricity. In off-grid rural contexts, households primarily rely on mini-grids and Solar Home Systems (SHS), while others depend on alternatives such as batteries and kerosene. However, the absence of sex-disaggregated data limits the ability to assess gender disparities in access, particularly among female-headed households and other vulnerable groups.

In addition, access to clean cooking solutions remains a critical challenge for households. In 2022, the Government of Mozambique launched the National Program for the Massification of the Use of LPG, aimed at promoting the adoption of clean cooking solutions. This effort was reinforced in 2023 with the approval of the Energy Transition Strategy (ETS) and in 2025 with the signing of the National Energy Compact.

Despite these commitments, women's access to energy services and economic opportunities remain limited. Ensuring an equitable energy transition will therefore require deliberate measures to address structural barriers, including unequal access to financing, employment opportunities, and decision-making roles.

A key underlying challenge is the limited availability of quality and use of gender-responsive data. Even where data are disaggregated by sex, they often fail to capture the complexity of gender inequalities related to unequal power dynamics that influence access to resources, financial services, and opportunities. This limits the ability of policymakers to design effective strategies and targeted interventions.

According to the United Nations Statistics Division (UNSD) Gender Statistics Handbook, gender statistics should capture the specific needs, roles, and contributions of women and men. This requires integrating a gender perspective across all stages of data production, including collection, processing, analysis, dissemination, and use.²

On the other hand, MIREME has been designated as a delegated body of the **National Statistics Institute (INE)**, for the production of official statistics in the energy sector. This role entails a critical responsibility to develop and use gender-responsive indicators that support evidence-based policymaking for the energy sector.

To support this mandate, Enabel is providing technical assistance to MIREME for the design and operationalization of a tailored Gender Indicator Framework (GIF) for the energy sector, aimed at strengthening the availability, quality, and use of gender-responsive data to inform and support a more inclusive, equitable, and evidence-based energy transition.

1.3. Partner institutions

The partner institutions involved in this consultancy are:

- **MIREME – The Ministry of Mineral Resources and Energy (MIREME):** is responsible for national energy planning, policy formulation, and overseeing the operation and development of the energy sector, including renewable energy. MIREME, with the collaboration of Enabel, will lead this consultancy and become the ultimate owner of the results. The Ministry is implementing the Gender

² PARIS21. (2020). Advancing the production and use of gender statistics: A framework and implementation plan

Strategy for the Mineral Resources and Energy Sector and its respective Action Plan for the period 2023–2032, a strategic framework aimed at promoting the cross-cutting integration of gender approaches within the mineral resources and energy sector, ensuring that women and men benefit equitably from the economic, social, and institutional opportunities arising from the expansion of the extractive sector and the energy transition.

- ✓ **DNE and UIPCE:** responsible for the development and implementation of energy sector policies, strategies and programmes, including clean cooking. In this context, their responsibility is to ensure that energy planning processes and related targets are gender responsive.
 - ✓ **DPC:** is responsible for the production and management of sectoral statistics and should ensure that data collection, analysis, and reporting are gender responsive.
 - ✓ **DNHC:** currently implementing the LPG programme, ensuring access to and the scale-up of clean cooking solutions while taking gender considerations into account.
 - ✓ **FUNAE, ARENE and EDM:** are key stakeholders in Mozambique’s energy sector. In this consultancy, they will play a critical role in providing relevant institutional information during the consultation meetings, validating the gender indicators framework, and providing the necessary data and information for the report during the pilot phase.
- **National Statistics Institute (INE):** is responsible for the coordination, production, analysis, and dissemination of the country’s official statistics, playing a key role in supporting evidence-based planning, monitoring, and public policy formulation. INE plays a strategic role in the production and harmonization of sectoral gender statistics through its coordination of the National Statistical System (SEN). While MIREME is responsible for the production and monitoring of energy sector indicators, INE is mandated to ensure the methodological framework, statistical harmonization and standardization, as well as the integration of sectoral data into the national statistical information systems. Under this contract, INE will be responsible for the methodological review, technical validation, and development of proposed reporting mechanisms, ensuring alignment with the SEN.
 - **Ministry of Labour, Gender and Children** is responsible for leading, planning, coordinating, monitoring, and evaluating the implementation of public policies in the areas of employment, social security and gender in Mozambique. Its mandate includes the promotion of gender equality and women’s empowerment across different development sectors, public policies and programs country wide.

Reference documents for the development of the Gender Indicators Framework

The list below is indicative, the consultant shall undertake a more comprehensive desk review, including, but not limited to, the following:

- Gender Strategy for the Mineral Resources and Energy Sector (EGSRME 2023–2032);
- Sectoral and Government planning, monitoring, and reporting instruments;
- Sustainable Development Goals (SDGs);
- National Gender Statistics Strategy;
- SADC energy indicators;
- United Nations standards and guidelines on gender statistics; and
- Energy Transition Strategy.

2. Object and scope of the contract

2.1 Type of contract

Public contract of services.

2.2 Object and scope of the contract

Service contract for the development and operationalization of a tailored Gender Indicator Framework (GIF) for the energy sector in Mozambique.

Objectives

2.3 General objective:

To develop, integrate, and operationalize a **Gender Indicator Framework (GIF)** for Mozambique's energy sector, and to strengthen MIREME's technical capacity to systematically collect, analyse, and report gender related data for evidence-based decision-making.

2.4 Specific objectives:

Phase 1: Firm Tranche – Development of Gender Indicator Framework

- Co-develop a Gender Indicators Framework (GIF) with MIREME and key stakeholders, comprising a structured set of gender-responsive indicators, clearly defined metrics, data collection and analysis methodologies, and practical reporting tools tailored to the national energy value chain.
- Assess the capacity and training needs of the Gender Focal Points, the Statistics and Planning and Cooperation Departments, as well as the Strategic Studies Office, to collect, analyse, and report gender-responsive data in the energy sector. This should include assessing MIREME's institutional capacity to ensure the continuous, effective, and sustainable implementation of the GIF.
- Provide technical support to MIREME in validating the Gender Indicators Framework with key sector stakeholders and the DNE, as a preparatory step towards its review by the Technical Council and subsequent final approval by the Consultative Council.

Phase 2: Conditional Tranche – Piloting the GIF and MIREME's Capacity Strengthening

- Integrate GIF within MIREME's existing data-collection and reporting system, focusing on the on and off-grid as well as clean cooking.
- Strengthen the capacity of MIREME's Gender Focal Points, the Statistics and Planning and Cooperation Departments, as well as the Strategic Studies Office of MIREME through targeted on-the-job training, based on the capacity needs identified in Phase 1, to effectively apply the GIF and interpret data through a gender lens.
- Support MIREME to pilot the GIF for at least two reporting quarters in the off-grid and clean cooking areas, with incorporated lessons learned from the first cycle into the second cycle, thereby improving the quality and usability of the system.
- Provide technical support to MIREME in presenting the Gender Indicators Framework (GIF) to the Technical Council for review upon final approval by the Consultative Council.
- Document results, lessons learned, and recommendations from Phase 1 and Phase 2 in a final report, including guidance for sustained operationalization and scaling of the GIF within other national institutions.

3. Approach

This assignment will be conducted in **two distinct phases**:

- **Phase 1 – Firm Tranche:** Development and validation of a Gender Indicator Framework (GIF), including clear metrics and practical tools for data collection and reporting, alongside an assessment of MIREME's capacity and training needs for effective operationalization of the GIF.
- **Phase 2 – Conditional Tranche:** Provision of technical support to MIREME to operationalize the Gender Indicators Framework, while strengthening the capacities of MIREME's statistical team through targeted on-the-job practical trainings.

The transition between Phase 1 and Phase 2 is **conditional**. Implementation of Phase 2 will be decided jointly by MIREME and Enabel upon submission of the final reports of Phase 1. Decision will be made based on the quality and relevance of work, ownership by stakeholders, the appropriateness and timing of proceeding to Phase 2.

Based on this assessment, a formal decision will be made regarding the continuation of the assignment. If approved, the consultant will be formally notified of the award of the conditional tranche – Phase 2.

4. Methodology

This consultancy follows a structured and participatory methodology across both phases, focusing on co-creation, piloting, and strengthening capacity to ensure the quality, ownership, and sustainable implementation of the Gender Indicator Framework within the energy sector.

4.1 Phase 1 - Firm Tranche – Methodology for Gender Indicator Framework

Phase 1 focusses on co-developing gender-responsive indicators, designing associated metrics, tools and methodologies, and simultaneously, assessing the institutional capacity of MIREME to implement the GIF.

4.1.1 Inception Phase

The inception phase should ensure a shared and operational understanding of the assignment and refine or adapt the proposed methodology and workplan to the current context in Mozambique and MIREME.

As a first step, the tenderer shall organize and facilitate a **kick-off meeting** with Enabel and MIREME to formally launch the assignment and align all parties on the following aspects:

- Team members and responsibilities;
- Mutual understanding of the TOR;
- Review and discuss the proposed methodology, tools and workplan;
- Agree on deliverables, timeline, communication modalities, and validation processes.

Following the kick-off meeting, the tenderer shall:

- Conduct a desk review of relevant policies, data systems, reports and gender indicators within the energy sector;
- Clarify any outstanding questions related to the assignment;
- Refine the methodological approach, workplan and timeline;
- Develop a Theory of Change or Logical Model that provides a technical basis for the relevance of the GIF to energy sector policies and operations and establishes a clear link between the GIF, the expected outcomes, and the impacts from its adoption and implementation by MIREME;
- Identify possible gaps, risks, limitations, and propose mitigation measures;
- Review and validate stakeholder mapping: A preliminary list of key stakeholders will be provided by Enabel. The tenderer must review, validate and complement this list by identifying any additional relevant stakeholders and clarifying their roles and level of engagement.

Deliverable:

- o Approved meeting minutes kick-off meeting
- o Approved (by Enabel and MIREME) Inception Report with desk review, validated methodology, tools, timeline, mitigation measures, Theory of Change, and updated stakeholder mapping.

4.1.2 Development of Gender Indicator Framework

The tenderer shall adopt a **participatory and co-creation approach** to develop a structured GIF, ensuring the active involvement of MIREME statisticians throughout the process. A framework will serve as the first key deliverable of this phase.

The GIF shall include **gender-responsive indicators** to measure progress in addressing gender inequalities and capture the complex and intersectional nature of gender dynamics in the energy sector. The indicators shall be aligned with national priorities and international standards, cover the **different stages of the energy sector's value chain**, and comprise a **maximum of 30 indicators in total, of which at least 12 shall fall under category (i)** as outlined below.

The indicators should be clearly classified into three categories:

- i. Indicators that can be produced using the existing data collection mechanisms;
- ii. Indicators that can be produced with some changes in existing instruments,
- iii. Indicators that will depend on INE surveys or establishment of new data collection mechanisms.

Following steps should be taken:

Conduct a baseline analysis of MIREME and the existing sectoral data systems: MIREME already has an established system in place for regular data collection in the energy sector. The tenderer shall conduct a thorough assessment of the current state of gender statistics, including:

- Available sex-disaggregated data;

- Existing reporting practices;
- Key data gaps and limitations;

Co-develop draft Gender Indicator Framework, including:

- A structured set of indicators that:
 - o Measures gender equality, social inclusion and empowerment both quantitatively and qualitatively;
 - o Covers key segments of the energy value chain (e.g., on and off-grid access and use of energy services, employment, economic opportunities in clean cooking, mini-grid, SHS, etc.)
 - o Aligned with international standards, including the Minimum Set of Gender Indicators³, while ensuring relevance to the national context.
 - o Build on existing indicators already collected by MIREME and introduce new indicators where necessary.
- At minimum, each indicator within the GIF must be clearly defined and include:
 - o Definition, rationale, and relevance;
 - o Indicator metrics (unit of measure, method, related indicators);
 - o Data source type and collection method;
 - o Collection frequency and expected time of reporting;
 - o Data production costs;
 - o Institutional capacity for data collection;
 - o Sustainability of periodic data updates.
 - o Responsible entities for providing and aggregating/reviewing/reporting energy data;
 - o Disaggregation (minimum required dimensions, intersectional dimensions, limitations).

Development of data-collection, data-analysis and reporting tools: The tenderer shall design practical, user-friendly methods and tools to support the implementation of the Gender Indicator Framework, including:

- Data collection tools (e.g., digital surveys, interview guides, templates, spreadsheets, etc.)
- Data analysis methods for interpreting data through a gender lens (e.g., analysis for sex-disaggregation, gender dimension, intersectional etc.)
- Standardized reporting templates and formats facilitating the communication and visualization of gender data (e.g., charts, dashboards, etc.).

Deliverables:

- Gender Indicators Framework, containing
 - o A set of gender-responsive indicators with clear metrics and the minimum requirements and categories described in Pag.8;
 - o Practical tools and methodologies for data-collection, data-analysis and data-reporting.

4.1.3 Capacity assessment of MIREME statistical department

In parallel, the tenderer shall conduct a comprehensive capacity assessment of MIREME's statistical department to identify strengths, gaps, and training needs informing the development of on-the-job training under Phase 2 of this assignment.

The following capacity areas constitute the minimum scope of the assessment required to determine MIREME's institutional capacity to operationalize the GIF. Based on the evidence and findings from the assessment, the consultant may expand the scope to include other capacity areas deemed critical to the effective implementation of the GIF. Tenderers may expand the scope based on their findings:

Gender knowledge and awareness	
Conceptual fluency	Understanding and applied use of core gender concepts (e.g., equality, equity, empowerment) and analytical approaches (e.g., intersectionality, gender mainstreaming) within the energy sector.

³ MSGI: United Nations Statistical Commission 11 (2013)

Sector-specific gender dimensions	Knowledge of how gender shapes the energy access, affordability, decision-making, and distribution of benefits across energy value chain (off- and on-grid) in Mozambique.
Gender-responsive data-collection	
Tool design and implementation	Ability to design and implement gender-responsive data-collection instruments (e.g., surveys, questionnaires, interview guides) that capture disaggregated information sex, age, and other relevant variables.
Bias identification and mitigation	Systematic identification and mitigation of gender bias in data-collection methods, instrument design, interviewer training, and sampling strategies.
Gender analysis and use of statistics	
Data disaggregation	Ability to systematically disaggregate quantitative and qualitative data by sex, age, geographic location, socioeconomic status, and other contextually relevant or intersecting variables.
Gender gap identification	Capacity to identify, interpret, and communicate gender gaps, trends, and structural inequalities in the energy sector using a gender lens, including identification of root causes and contributing factors.
Intersectional analysis	Application of intersectional analysis in the interpretation of both quantitative and qualitative data, recognizing the cumulative effect of gender, age, disability, geography, and socio-economic position.
Data management and reporting	
System integration	Ability to integrate gender-responsive indicators into MIREME's existing data management systems, M&E frameworks, and institutional reporting cycles.
Standardized tools and visualization	Use of standardized formats and tools to analyse, visualize, and report gender-disaggregated data in ways that are accessible to technical and non-technical audiences.
Alignment with national frameworks	Alignment of reporting practices with national statistical standards, energy sector reporting requirements, and relevant gender equality frameworks and commitments (e.g., SDGs, CEDAW, national gender policy).
Evidence-based policy recommendations	
Translation of analysis into policy	Capacity to translate gender analysis and GIF findings into clear, actionable, and evidence-based

	policy recommendations across MIREME's portfolio of strategies, programmes, and regulatory instruments.
Gender gap identification in policy	Ability to identify and document gender gaps and blind spots in existing policy measures, strategies, and programmatic interventions, with concrete recommendations for addressing them.
Institutional and regulatory knowledge	Understanding of Mozambique's national energy policies, regulatory frameworks, and institutional processes sufficient to ensure that recommendations are feasible, legally grounded, and aligned with MIREME's mandate.
Stakeholder engagement and participation	
Institutional coordination	Capacity to coordinate with relevant government bodies, development partners, and the private sector to advance gender-responsive energy policy outcomes.
Ethical standards and data protection	
Ethical principles in practice	Understanding and consistent application of ethical principles in the collection, storage, analysis, and use of gender data and sensitive information, including free prior informed consent (FPIC) and Do No Harm principle.
Data protection and privacy compliance	Full compliance with applicable data protection and privacy legislation, institutional data governance policies, and national/international standards for the handling of personally identifiable and sensitive gender data.

Deliverable:

- Capacity Assessment Report of MIREME defining training needs and clear entry points for capacity-strengthening.

4.1.4 Stakeholders validation

To ensure the quality and sectorial ownership of a Gender Indicator's Framework, the tenderer shall support MIREME to facilitate a structured validation process for the key stakeholders. This includes clarifying elements of the documents, responding to feedback, and incorporating any final minor revisions or formatting changes required as part of the approval process preparation.

Following steps shall be taken:

1. Sectorial validation workshop:

Support MIREME in organizing a sectorial validation workshop with relevant stakeholders (e.g., FUNAE, INE, EDM, ARENE, etc.) to review, discuss and refine the proposed indicators, tools, and methodologies.

Deliverables:

- Stakeholders' validation report containing key insights from the workshop.

4.1.5 Final Report

The tenderer will incorporate feedback from MIREME, Enabel and other key stakeholders on their draft GIF and associated deliverables to submit a single, consolidated Final Report.

The Final Report should include, at minimum:

- Validated set of gender-responsive indicators for the energy sector with definitions and data sources;
- Validated metrics, methodologies to collect, analyse and reporting with practical tools (e.g. templates);
- Capacity Assessment Report with key entry points and recommendations for capacity strengthening in Phase 2;
- Key findings from stakeholder validation workshop.

Deliverables:

- Comprehensive final report with key recommendations and lessons learned, including following Annexes:
 - o Final Gender Indicator Framework (a set of gender-responsive indicators with the minimum requirements and categories described in Pages 28 and 29);
 - o Capacity Assessment Report;
 - o Stakeholders' validation report;
- GIF Implementation roadmap and operating manual, containing clear guidance about:
 - o Which institutions and departments collect the data.
 - o Who reviews and validates the data.
 - o When the data is collected, reviewed, and validated.

4.2. Phase 2 – Conditional Tranche – Piloting the GIF and MIREME's Capacity Strengthening

Phase 2 focuses on piloting the Gender Indicator Framework by integrating it into MIREME's reporting processes and strengthening MIREME's institutional capacity for its sustained use.

The implementation of Phase 2 will be decided after completion of Phase 1 and will depend on the quality and relevance of the outputs, stakeholder ownership, the appropriateness, and timing of proceeding.

The methodology should include following steps:

4.2.1. Inception Period 2

The tenderer shall organize and facilitate a kick-off meeting with Enabel and MIREME to formally launch Phase 2, in which they will confirm the team composition and roles, align the approach, workplan, expected outputs, and review the results and lesson learned from Phase 1.

Following the kick-off meeting, the tenderer shall deliver an Inception Report, which should include:

- Refined and contextualized participatory methodology and workplan for Phase 2 validated by MIREME and Enabel, including:
 - o Methodology and tools for piloting GIF
 - o Workplan and timeline
 - o Practical recommendations and lessons learned from Phase 1
 - o Identification of risks, limitations and mitigation measures

Deliverable:

- Approved meeting minutes kick-off 2
- Inception Report 2 with validated methodology for the pilot and capacity building and timeline.

4.2.2. Co-Piloting of the Gender Indicator Framework (including the integration of the GIF into MIREME's reporting structures and capacity-building activities)

The tenderer shall **technically support and oversee** MIREME's Statistical Department to pilot the GIF within its existing reporting system. All tools, methodologies, and processes shall be whenever possible aligned with MIREME's existing systems, thereby ensuring feasibility, coherence, long-term sustainability, and scalability. The pilot should focus on the indicators in categories (i) and (ii). This shall be implemented over at least **two**

reporting cycles (approximately 6 months) and produce at least **two quarterly reports** incorporating gender-responsive indicators.

The tenderer shall apply an interactive process, whereby the second cycle of reporting shall build on lessons learned from the first cycle, including adjustments to tools, methodologies, and analytical approaches.

As part of the pilot, the tenderer shall design and deliver **structured on-the-job training** and **continuous coaching** to MIREME's Statistical Department (and where relevant, other institutions).

Criteria for training and coaching:

- i. **Relevance:** Training is directly aligned with capacity gaps identified in Phase 1 and ensures that the GIF is tailored to MIREME's tools, workflow, and sectoral needs.
- ii. **Practical application:** Learning is embedded in real tasks, with participants applying skills directly to data collection, analysis, and reporting using MIREME datasets and tools.
- iii. **Continuity of support:** Coaching and mentoring are sustained over Phase 2, with regular feedback, guidance, and interactive improvement across reporting cycles.

Documentation of lessons learned:

The tenderer shall document key findings from the pilot, as well as operational challenges and solutions, and lessons learned from both reporting cycles. These insights shall inform recommendations for sustained use and potential scaling of the framework within MIREME and other institutions.

Deliverables:

Acceptance of this deliverable is based on the completeness and quality of the consultant's support, quality assurance and analysis. Where MIREME's reports are incomplete or delayed for reasons outside the consultant's control, the consultant shall document the constraint, the support provided and the consequences for the pilot; this shall not constitute non-performance.

- Pilot Evaluation Report, including:
 - o Executive summary and key findings from the two reporting cycles;
 - o Analysis of improvements and integrated lessons learned between Cycle 1 and 2;
 - o Description of training sessions and demonstrated capacity development based on 7 training criteria;
 - o Assessment of GIF integration within MIREME systems;
 - o Recommendations for institutionalization and scaling of the GIF.
- Annexes to the report:
 - o Description of training sessions through summary or meeting minutes;
 - o Evidence of pilot application, comprising:
 - The gender-responsive reports produced by MIREME's statistical team during the two reporting cycles, annexed as produced;
 - The consultant's coaching log, recording sessions held, participants, issues addressed and technical guidance provided;
 - The consultant's quality-assurance notes on each report, with the comments transmitted to MIREME and MIREME's responses.

4.2.3 Internal validation workshop

The tenderer shall organize a meeting with Enabel, MIREME and other stakeholders deemed important to present the results and lessons learned from piloting the GIF during two reporting cycles.

Deliverables:

A report containing:

- Key results and recommendations, and
- Proposal for adjustment of GIF based on piloting phase.

4.2.4 Preparation for institutional approval

The tenderer shall prepare MIREME to submit the GIF for approval by the Consultative Council, following review by the Technical Council. This covers finalising the GIF for submission, preparing the presentation document, and coaching the MIREME staff who will present it. The consultant's obligation ends with delivery of the package and completion of the preparation sessions; the approval process itself is conducted by MIREME.

Following steps shall be taken:

1. Institutional validation within MIREME:
Support MIREME in presenting the GIF for formal validation and adoption by Consultative Council.

Deliverables:

A package containing:

- Final version of the GIF for submission to the Consultative Council.
- GIF document to be presented by MIREME to the Consultative Council.
- Summary of the preparation sessions conducted with MIREME staff who will present the GIF to the Consultative Council.

5. Deliverables:

This consultancy is divided into two phases, with specific deliverables expected for each phase.

Phase 1 – Firm Tranche – Gender Indicator Framework

Phases		Deliverables	Deadlines
1	Inception phase	Meeting minutes kick-off Inception report 1, with: <ul style="list-style-type: none">- Comprehensive desk review;- Approved methodological approach, workplan, timeline;- Approval of theory of change- Gaps/limitations/risks and mitigation measures;- Updated list of stakeholders and its analysis.	4 weeks after kick-off meeting
2	2.1. Gender Indicators Framework designed and validated. 2.2.Capacity Assessment	Gender Indicator Framework designed for the energy sector, containing: <ul style="list-style-type: none">- Gender-responsive indicators and metrics⁴;- Practical tools and methodologies for data-collection, data-analysis and data-reporting, according to the minimum requirement established in pages 28 and 29 Capacity Assessment Report identifying: <ul style="list-style-type: none">- Key gaps and training opportunities for MIREME's statistical team to collect, analyse and interpret data	10 weeks after approval of inception report

⁴ In accordance with the minimum criteria defined on page 8.

		using gender lens and indicators; Entry points for capacity strengthening in Phase 2 tailored to MIREME's context.	
3	Final phase	<p>Comprehensive final report with validated annexes, including:</p> <ul style="list-style-type: none"> - Reviewed GIF after stakeholders' validation. - Stakeholders' validation report. <p>GIF Implementation roadmap and operating manual, containing clear guidance about:</p> <ul style="list-style-type: none"> - Which institutions and departments collect the data - Who reviews and validates the data - When the data is collected, reviewed, and validated. 	2 weeks after approval of Gender Indicators Framework.

Phase 2 – Conditional tranche - Piloting and Capacity Strengthening

Phases		Deliverables	Deadlines
1	Inception phase for the phase 2	<p>Meeting minutes kick-off</p> <p>Inception Report 2, containing:</p> <ul style="list-style-type: none"> - Validated and contextualized methodology and workplan; - Adapted lessons learned from the final report of phase 1; - Alignment GIF with MIREME systems; - Identification of risks, limitations, and mitigation measures. 	2 weeks after phase 2 kick-off meeting
2	Pilot GIF	<p>1. Pilot Evaluation Report describing the GIF pilot process and on-job-training sessions, including:</p> <ul style="list-style-type: none"> - Executive summary and key findings from the two reporting cycles; - Analysis of improvements and integrated lessons learned between Cycle 1 and 2; - Description of training sessions (in annex) and demonstrated capacity development based on 7 training criteria; - Assessment of GIF integration within MIREME reporting systems; - Recommendations for institutionalization, sustainable implementation and scaling of the GIF. <p>Evidence of pilot application, comprising:</p> <ul style="list-style-type: none"> - The gender-responsive reports produced by MIREME's statistical team during the two reporting cycles, annexed as produced; - the consultant's coaching log, recording sessions held, participants, issues addressed and technical guidance provided; 	24 weeks after close of the second reporting cycle

		<p>- the consultant's quality-assurance notes on each report, with the comments transmitted to MIREME and MIREME's responses.</p> <p>The report should include an assessment of the following; however, fulfilment of these criteria shall not constitute a condition for acceptance of the report:</p> <p>i. Demonstrated capacity improvement: Staff show measurable progress in competencies, reflected in improved data quality, disaggregation, and gender analysis across reporting cycles.</p> <p>ii. Ownership and autonomy: MIREME staff increasingly apply GIF tools independently, with reduced reliance on the consultant.</p> <p>iii. Quality of outputs: At least two gender-responsive reports are produced, demonstrating correct application of gender analysis and progressive improvement.</p> <p>iv. Sustainability: Skills, tools, and processes are embedded within MIREME systems and reporting practices, ensuring continued use beyond the assignment.</p>	
3	Final GIF and MIREME preparation	<p>Final version of the GIF for submission to the Consultative Council;</p> <ul style="list-style-type: none"> ○ Presentation document to be delivered by MIREME; ○ Summary of the preparation sessions held with the MIREME staff who will present, including materials used; ○ Short closing note: lessons learned and final recommendations to MIREME on adoption and institutionalisation. 	4 weeks after approval of the Pilot Evaluation Report

General remarks for deliverables

All intermediary and final documents will first be submitted in a draft version, allowing Enabel and MIREME to comment before approval. The final version will be submitted after receiving all comments, which will be centralized by Enabel and communicated to the tenderer.

It is up to the tenderer to submit additional versions to ensure a correct step-by-step evolution of the works and avoid loss of time or additional revisions, which will be considered included in the services. The tenderer will keep a clear and transparent version management system.

Enabel shall transmit consolidated comments, or written approval, within **two calendar weeks** of submission of a deliverable. Approval is given by Enabel following MIREME's technical clearance. Where a review period is exceeded for reasons outside Enabel's control (for example, where Minister-level approval is required), the subsequent deadlines shift by the same duration, provided the total contract validity is respected.

All documents will be provided in the following formats:

- All deliverables shall be produced in Portuguese.
- An English version shall be provided for the Inception Report, the Gender Indicator Framework, and the Final Report of each phase.
- Draft deliverables shall be transmitted in editable Word format to allow commenting.

6. Location and duration

6.1 Geographical area

The consultancy work will be carried out at the national level, encompassing MIREME and all its units located at central level (Maputo). Remote meetings to consult MIREME staff assigned to the provinces are required, without including travel costs.

Phase 2 involves on-the-job coaching of MIREME staff over two reporting cycles, combining remote support with regular in-person sessions at MIREME in Maputo. It cannot be delivered on a purely remote basis.

6.2 Duration

Deliverable deadlines are set out in section 5 and run from the trigger events specified there. The indicative overall durations are:

- **Phase 1:** approximately 5 months from contract award notification, including review and approval periods;
- **Transitional period:** maximum 1 month;
- **Phase 2:** approximately 7 months from formal notification to proceed, including review and approval periods.

These durations are indicative and reflect the sequence of deliverables under normal conditions. The binding limit is the total contract validity.

Total contract validity: 16 months from the initial contract award notification.

7. Data ownership and sharing

All data, documents, tools and templates produced under this contract are the property of MIREME. Enabel holds a non-exclusive, perpetual licence to use and reproduce them. The service provider shall not retain, reuse or publish any data collected without MIREME's prior written authorisation. The service provider shall comply with Mozambican data protection legislation and apply informed consent and the Do No Harm principle in all primary data collection.

7. Facilities

MIREME will provide facilities (room, chairs, and table) for 20 people in the MIREME training room. However, communication, sound services, ICT services, translations, food, etc., are excluded from the facilities MIREME will provide and should be included in the service provider price.

8. Selection Criteria

The tenderer shall propose a team with the necessary requirements to successfully execute **Phase 1 – Gender Indicator Framework** and **Phase 2 – Piloting and Capacity Strengthening**. The tenderer must prove that they are sufficiently capable of carrying out this public procurement contract. Team composition may vary between phases, however, the tenderer must ensure continuity and collective coverage of all required competencies throughout the duration of the service contract.

Working proficiency in Portuguese is required for the Gender Specialist and the Statistician. Language proficiency shall be evidenced in the CVs.

For Phase 2, the tenderer shall ensure that at least one team member — normally the Statistician — provides a minimum **of 05 days per month of in-person presence at MIREME** per month for the duration of the phase. The workplan shall specify the presence arrangements per expert, and the financial offer shall include all associated travel and subsistence costs.

10. Indicative Quantities and Price

Tenderers should propose the necessary level of effort in their technical and financial proposals to deliver all the services and deliverables for both phases as described in this Terms of Reference.

Phase	Description	Indicative quantity of working days
Phase 1 – Firm Tranche	Gender Indicator Framework and stakeholders' validation	99 working days
Phase 2 – Conditional Tranche	Piloting, capacity strengthening and institutional approval	150 working days
Total – Overall Consultancy		249 working days

The indicative quantities include the in-person presence required under Phase 2. Travel and subsistence costs associated with that presence shall be included in the lump sum price.

The quantities of working days set above are given as an indication, and the tenderer is required to provide an adequate workplan to carry out all the services and deliverables, using the table below for a lump sum price.

This procurement contract is a lump sum contract in which a flat rate price covers the contract's whole performance or inventory items.

Tenderers must propose a lump sum for Phase 1 and Phase 2 in their financial proposal, using the “price form” in the relevant section of the tender documents.

Phase	Description	Lump sum price in Euros excluding VAT	VAT rate %	Lump sum price in Euros including VAT
Phase 1 – Firm tranche	Gender Indicator Framework			
Phase 2 – Conditional tranche	Piloting and Capacity Strengthening			
Grand Total (of the 2 phases)				

Phase 1 Costs per deliverable

Phases		Deliverables	Total cost per deliverable excluding VAT	VAT rate %	Total cost per deliverable including VAT
1	Inception phase	Meeting minutes kick-off Inception report 1			
2	2.1. Gender Indicators Framework designed and validated. 2.2 Capacity Assessment 2.3 Stakeholders' validation	Gender Indicator Framework designed for the energy sector Capacity Assessment Report Stakeholders' validation report			

3	Final phase	Comprehensive final report GIF Implementation roadmap and operating manual			
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Phase 2 Cost per deliverable

Phases		Deliverables	Cost per deliverable excluding VAT	VAT	Cost per deliverable including VAT
1	Inception phase for the phase 2	Meeting minutes kick-off Inception Report 2			
2	Pilot GIF	1. Pilot Evaluation Report describing the GIF pilot process and on-job-training sessions			
3	Final GIF package and MIREME preparation	Evidence of pilot application. Final version of the GIF for submission to the Consultative Council			

The tenderer is to include in their global prices any charges and taxes generally applied to services **(withholding tax included)**. The value-added tax percentage must be indicated in a separate line. The service provider should consider especially the following costs:

- Fees;
- Local travel (and field related logistics), insurances, visas, communication expenses;
- Per diems and accommodation costs;
- Administrative and secretarial costs;
- Documentation costs related to the services and possibly required by the contracting authority;
- Production and delivery costs 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.

11. Payment Schedule

Phases		Percentage
Phase 1 – Gender Indicator Framework		
1	Inception report	20%
2	Gender Indicator Framework, Capacity Assessment and Stakeholders' validation reports	50 %

3	Final Report	30 %
Phase 2 – Piloting and Capacity Strengthening		
1	Inception report	20%
2	Pilot Evaluation Report	50%
3	Final GIF package, evidence of pilot application and MIREME preparation	30%

Note: Each instalment is payable on written approval of the corresponding deliverable, in accordance with the review and approval procedure set out in section 5.

6 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 7 Forms);
- (b) List of subcontractors (see clause 2 of chapter 7 Forms);
- (c) Third – Party Capacity - Forma Engagement
- (d) KYC
- (e) Financial Identification Form
- (f) Integrity Statement for tenderers
- (g) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 6 of chapter 7 Forms);
- h) Certificate of registration;
- i) Power of attorney;
- j) Criminal record of the legal representative/company;
- k) Certificate of payment of taxes;
- l) Certificate of payment of social contributions.m) References
- n) All documents demanded in clause 14 of chapter 3 Award Procedure (award criteria);
- o) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- p) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- q) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

1. IDENTIFICATION FORM



Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ other (please specify):
REGISTRATION NUMBER (if applicable)	
VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> - FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contracts			
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)

- 2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. KYC

<p>1.Conviction or court decision having the force of res judicata</p>	<p>The counterparty or one of its 'directors [1]' has been convicted of one of the following offences by a court decision having the force of res judicata:</p> <p>1° participation in a criminal organization; 2° corruption;</p> <p>3° fraud;</p> <p>4° terrorist offences, offences connected with terrorist activities or incitement to commit such an offence, complicity or attempt to commit such an offence;</p> <p>5° money laundering or financing of terrorism;</p> <p>6° child labor and other forms of human trafficking.</p> <p>7° occupation of illegally staying third-country nationals. 8° Incorporation or creation of an offshore company.</p> <p>Exclusion on the basis of this criterion is valid for a period of 5 years from the date of judgment.</p>	
<p>2.Non-compliance with tax and social security obligations</p>	<p>Counterparties who are in arrears with the payment of taxes or social security contributions more than €3,000, except where the counterparty can demonstrate that it has one or more claims against the contracting authority that are certain, due and unencumbered by any third-party commitment. These claims must be at least equal to the amount for which he is in arrears on</p> <p>tax or social security debts.</p>	
<p>3.Bankruptcy, liquidation, cessation of activities...</p>	<p>the counterparty is bankrupt, is being wound up, has ceased trading, is having its affairs administered by the courts, has made an admission of bankruptcy or is being wound up or reorganized by the courts, or is in any analogous situation arising from a similar procedure under other national regulations;</p>	
<p>4.Professional misconduct integrity, including:</p> <ul style="list-style-type: none"> • Sexual abuse and/or exploitation • Fraud • Sexual harassment • Misrepresentation • Unfair competition 	<p>when Enabel can demonstrate by any appropriate means that the counterparty or one of its executives has committed serious professional misconduct that calls into question its integrity.</p> <p>The following, among others, are considered as such serious professional misconduct:</p> <ul style="list-style-type: none"> a. a breach of Enabel's Policy on Sexual Exploitation and Abuse - June 2019 b. a breach of Enabel's Policy on Fraud and Corruption - June 2019; c. a breach of a regulatory provision of applicable local legislation relating to sexual harassment in the workplace; d. the counterparty has been guilty of serious misrepresentation or false documentation in providing the information required to verify the absence of grounds for exclusion or satisfaction of the selection criteria, or has concealed such information 	

	<p>e. where Enabel has sufficiently plausible evidence to conclude that the counterparty has committed acts, entered into agreements or colluded with a view to distorting competition.</p> <p>The presence of this counterparty on one of Enabel's exclusion lists due to such an act/agreement/conspiracy is considered sufficiently plausible.</p>	
5.Conflict of interest	when a conflict of interest cannot be remedied by other, less intrusive measures;	
7.significant or persistent default on contract performance	<p>where significant or persistent failures on the part of the counterparty have been observed in the performance of an essential obligation incumbent on it under a previous contract, or under a previous contract with another public authority, where such failures have given rise to compulsory measures, damages or another comparable sanction.</p> <p>Significant failures" include failure to comply with applicable obligations under environmental, social and labor law, national law, collective bargaining agreements or international environmental, social and labor law provisions.</p> <p>The presence of the counterparty on the Enabel exclusion list as a result of such a failure serves as an indication of such a finding.</p>	
8.Financial penalties	<p>Restrictive measures have been taken against the counterparty with the aim of putting an end to violations of international peace and security such as terrorism, human rights violations, destabilization of sovereign states and proliferation of weapons of mass destruction.</p> <p>The counterparty or one of its leaders is on the lists of persons, groups, or entities subject to financial sanctions by the United Nations, the European Union and Belgium:</p> <p>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</p> <p>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/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf</p> <p>For Belgium:</p>	
	https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2	
9. Other grounds for exclusion	If Enabel is executing a project for another donor, additional grounds for exclusion are possible.	

4. FINANCIAL IDENTIFICATION FORM

<u>BANKING DETAILS</u>		
<u>ACCOUNT NAME 2</u>	-	
<u>IBAN/ACCOUNT NUMBER³</u> <u>NIB</u>	-	
<u>CURRENCY</u>	-	
<u>BIC/SWIFT CODE</u>	-	
<u>BANK NAME</u>	-	
<u>ADDRESS OF BANK BRANCH</u>		
<u>STREET & NUMBER</u>	-	-
<u>TOWN/CITY</u> -	<u>POST CODE</u>	
<u>COUNTRY</u> -	-	
<u>ACCOUNT HOLDER'S DATA</u>		
-		
<u>AS DECLARED TO THE BANK</u>		

<u>ACCOUNT HOLDER</u> -	-	-
<u>STREET & NUMBER</u>	-	-
<u>TOWN/CITY</u> -	<u>POST CODE</u>	
<u>COUNTRY</u>	-	
<u>SIGNATURE OF ACCOUNT HOLDER (Obligatory)</u>	<u>DATE (Obligatory)</u>	

² 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.

³ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

5. 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, organizations, 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:

Date:

Location:

6. DECLARATION ON HONOUR - EXCLUSION GROUNDS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer/beneficiary/partner/co-contractor declare that the tenderer is not in any of the following cases of exclusion:

** Please tick the boxes to confirm each situation*

- ☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.
- ☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**
- ☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**
- ☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- ☐ The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

- ☐ The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- ☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- ☐ **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- ☐ **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium.**

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			

7. REFERENCES OF SIMILAR SERVICES

The tenderer must provide in his offer the list of **two (2) similar services performed in the last three (3) years**, including the amount involved, the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those works.

<u>Description of the main similar works and location</u>	<u>Amount involved</u>	<u>Completion date in the last 3 years</u>	<u>Name of the public or private bodies</u>