



Tender Specifications **MOZ23005-10004**

Public contract for Supply of Rain and Staff Gauges and Automatic Hydrometric Stations, along with construction of shelters and the onsite installation of Automatic Hydrometric Stations, as well as capacity building for technicians

Negotiated Procedure without Prior Publication

Mozambique

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1 General remarks

1.1 Derogations from the General Implementing Rules

Section 4, 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

1.2 Contracting authority

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

Enabel 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.

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

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

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

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

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract;

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

Processor (subcontractor) in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

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

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

1.6 Confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

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

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

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain

from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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

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

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

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

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the public contract

2.1 Type of contract

The contract is primarily a public supply contract, but it also includes certain works.

2.2 Subject matter of procurement

As part of the *Junt@s4Clima* portfolio, Enabel - in collaboration with Mozambican institutional partners - is supporting the development of a people-centered early warning system in the Meluli and Namacurra River Basins. A core activity of this initiative involves the expansion and strengthening of weather, hydrometric, and rain gauge station networks, including:

- Installation of automatic hydrometric stations,
- Construction of protective shelters,
- Deployment of manual staff and rain gauges for redundancy and calibration,
- Capacity building of local technicians.

This expansion will enhance the availability, quality, and accuracy of hydrometeorological data – supporting early action, water resource management, and disaster preparedness. The upgraded data infrastructure will provide local authorities and other decision-makers with a more reliable technical foundation to act swiftly in response to extreme weather events.

The public supply contract mainly consists in the procurement of Rain and Staff Gauges. The contract also includes the construction of station shelters and capacity building for local technicians.

2.3 Items

The items of the tender are detailed in the Bill of Quantities (BOQ) in part V – Technical specifications.

2.4 Duration of the public contract

The contract takes effect upon award notification and has a duration of 120 calendar days.

This period covers the entire process ordering, shipping, construction, installation, testing, and commissioning of all equipment. It also includes the successful completion of training for technicians from ARA Centro and ARA Norte.

2.5 Quantities

Quantities are specified in the Bill of Quantities (BoQ) provided for this contract in part V – Technical specifications.

The quantities set out in the price schedules are with lumpsum price items and presumed-quantity items.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Article 42 of the Law of 17 June 2016 via a Negotiated Procedure without Prior Publication.

3.2 Publication

3.2.1 Official publication

This contract is officially advertised in Enabel website.

3.2.2 Further notification

These Tender Specifications are posted on the website of Enabel (www.enabel.be).

3.3 Information

The awarding of this contract is coordinated by Mr Célio Jone – Public Procurement Officer. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Candidate-tenderers may submit questions regarding these Tender Specifications and the contract up to six days before the final deadline for bid submission. Questions will be in writing to celio.jone@enabel.be + tendersmoz@enabel.be and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above.

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

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

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

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

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

3.4 Tender

3.4.1 Data to be included in the tender

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

The tenderer must use the tender forms in annex:

- Form 6.1: Identification form;
- Form 6.2: Financial identification;
- Form 6.3: Financial proposal;
- Declaration on honour – exclusion grounds
- Integrity statement for the tenderer;
- References;
- Equipment technical specifications;
- Power of Attorney;
- Updated certification of registration and/or legal status;
- The document certifying that the tenderer is in order with the payment of social security contributions;
- The document certifying that the tenderer is in order with the payment of applicable taxes;
- Criminal record of the entity – if criminal record for legal body exists in the country where the tenderer is registered;
- Technical proposal.

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

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

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

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

3.4.2 Period of validity of the tender

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

3.4.3 Price determination

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

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

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

3.4.3.1 Elements included in the price

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

- Fees;
- Insurances, visas, communication expenses;
- Administrative and secretarial costs;
- All expenses, personnel costs, and material costs necessary for the execution of this contract;
- Packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;
- Unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;
- Documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
- 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;
- Assembly and taking into operation;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties;
- Acceptance costs.
- **The prices must be INCOTERMS DDP**

Notes: Enabel will cover certain expenses associated with the workshops and on-site trainings, namely the conference room rental and per diems for participants (technicians from ARAs and INGD).

3.4.3.2 Taxes

The tenderer is to include in his global prices any charges and taxes generally applied to supplies **including applicable withholding tax**. The prices must **exclude the value-added tax (VAT)**. However, the value-added tax (VAT) percentage must be indicated in a separate line in the “Form 6.3 – Financial proposal”.

3.4.4 Submission of tenders

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

The tenderer submits his tender as follows:

- The original copy of the completed tender will be submitted on paper.
- One digital copy will be submitted in one or more PDF files on a USB stick.

The paper copy and the USB stick are to be submitted in a properly sealed envelope bearing the following information: “*Tender MOZ23005-10004 -Public contract for Supply of Rain and Staff Gauges and Automatic Hydrometric Stations, along with construction of shelters and the onsite installation of Automatic Hydrometric Stations, as well as capacity building for technicians*” **before 28/07/2025 at 12:00 PM (noon).**

It may be submitted:

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

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

*Enabel Mozambique, public-law company
Av. Kenneth Kaunda, 267
Maputo, Mozambique*

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

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

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

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

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

3.4.5 Amending or withdrawing a tender that has already been submitted

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

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

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

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

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

3.4.6 Opening of tenders

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

3.4.7 Evaluation of tenders

3.4.7.1 Exclusion grounds

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

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

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

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

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

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

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

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

3.4.7.2 Selection

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

The selection criteria are the following:

1. Registration with the competent building authorities in Mozambique

The tenderer must enclose a valid Public Works Contractor's License issued by the "Ministério das Obras Públicas, Habitação e Recursos Hídricos". The license must be **at least Class 2**.

In the case of a joint venture, the tender must specify the role of each member, and a lead partner must be designated. Each member of the consortium must present the registration detailed above.

2. References

The tenderer is required to complete the table in "form 6.6 References" detailing:

- At least two successfully completed assignments within past three years related to supply and installation of automatic hydrometric stations.
- At least two successfully completed assignments within past three years related to the training of local technicians, including the development of user-friendly guidelines.

The references will include reference, execution dates, description of work, and relevance for this consultancy, as well as certificates of successful completion.

3. Proposed Team - minimum criteria

To successfully carry out tasks including construction, installation of automatic hydrometric stations in accordance with local specifications, development of user-friendly guidelines for hydrometric equipment, and the training of ARA technicians, the consultancy must form a team with clearly defined roles that ensure effective outcomes within the specified timeline.

Below is the minimal proposed team composition, aligned with the necessary qualifications, to be demonstrated through CVs (EU format):

Title	Role	Minimum requirements
Project Manager	Overall coordination, timeline control, communication with Enabel, and reporting.	<ul style="list-style-type: none"> - University degree in engineering, water resources, or related field; - At least 7 years of relevant experience managing similar supply contracts; - Proven track record in public procurement projects.
Senior Hydrometric Technician (or similar profile)	Technical lead for installation, testing and commissioning of the equipment.	<ul style="list-style-type: none"> - Technical diploma or degree in hydrology, civil engineering, or environmental science; - Minimum 7 years of relevant experience with hydrometric equipment, especially automatic stations, as well as rain and staff gauge installation and calibration; - Familiarity with local hydrometric standards and field conditions.
Civil Works Technician	Supervision of shelter construction and infrastructure works.	<ul style="list-style-type: none"> - Degree or diploma in civil engineering, construction, or related field; - Minimum 5 years of relevant experience in small-scale construction projects; - Knowledge of local construction materials and practices; - Experience coordinating with local contractors; - Proficiency in Portuguese.

Additional essential profiles (cumulated with roles mentioned above or separate profile):

IT/Telemetry Integration Specialist	<p>At least 1 team member must be designated for this role.</p> <p>Responsibilities include configuring and adjusting the systems to enable seamless communication between the stations and the</p>	<ul style="list-style-type: none"> - This person should have at least 7 years of relevant experience with hydrometric data platforms, remote sensing integration, and strong IT skills. - This person must demonstrate proven
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	operational platforms of the beneficiary institutions (ARAs). This team member will also deliver hands-on training on these topics during the capacity building sessions for technicians.	capacity to program the hydrometric stations and ensure proper connectivity with data management systems.
Training and Capacity Building Specialist	At least 1 team member must be designated for this role.	This person should have at least 7 years of relevant experience in developing user-friendly manuals and delivering hands-on training

Note:

- 1 team member may assume multiple roles, provided he can demonstrate the combined qualifications and required for each assigned role.
- Team members may be part of the bidding structure or subcontracted as needed.
- Additional team members deemed necessary for effectively delivering the required services can be proposed by the bidder.

4. Financial Capacity

The tenderer must enclose with his tender a declaration on his honour stating his average annual turnover over the last three years (2022-2023-2024).

To be selected, the tenderer must have achieved an average annual turnover of at least 120.000 euros over the last three years.

3.4.7.4 Award criteria

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

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

Criteria n°	Detailed award criteria	Maximum points
1	Technical note regarding capacity building aspect maximum 5 pages	10
2	Price See “6.3 Tender forms - Financial proposal”. With regards to the ‘price’ criterion, the following formula will be used: Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} \times 90$	90

3.4.7.5 Final score

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

3.4.7.6 Negotiations

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

3.4.7.7 Awarding the public contract

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

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

3.4.8 Concluding the public contract

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

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post. So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

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

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

4 Special contractual provisions

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

4.1 Managing official (Art. 11)

The managing official is Stephane Cytryn, Project Manager.

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

The managing official is responsible for the follow-up of the performance of the contract.

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The

contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (Art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Personal data protection

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a contractor

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

4.6 Conformity of performance (Art. 34)

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

4.7 Zero tolerance sexual exploitation and abuse

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

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

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

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

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

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

4.8.2 Revision of prices (Art. 38/7)

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

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

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

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

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

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

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

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

4.8.4 Unforeseen circumstances

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

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

4.9 Performance modalities (Art. 115 et seq.)

4.9.1 Quantities to be supplied (Art. 117)

The public contract's minimum quantities are mentioned under 'BOQ Quantities'.

Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the supplier acquires the right to deliver these quantities, under penalty of indemnification by the contracting authority.

4.9.2 Place where the supplies must be delivered and formalities (Art. 149)

The supplies will be delivered at the following address:

Consult the Annex in section V - Technical specifications and VI – forms

4.9.3 Packaging (Art. 119)

Packaging will become the property of the contracting authority, without the supplier having any claim to compensation in this regard.

4.9.4 Inspection of the supplies delivered (Art. 120)

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the goods, does consequently only count as evidence of taking possession and does not concern the acceptance of the goods.

Acceptance on the premises of the contracting authority or, where applicable, <<on the construction site>> counts as complete provisional acceptance

Acceptance implies the transfer of ownership and of risks of damage and loss.

In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

4.10 Liability of the supplier (art. 122)

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to in Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

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

4.11 Means of action of the contracting authority (Art. 44–51 and 123–126)

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

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

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

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

4.11.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.11.2 Fines for delay (Art. 46 and 123)

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

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

4.11.3 Measures as of right (Art. 47 and 124)

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

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

§2. The measures as of right are:

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

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

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

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

4.12 End of the public contract

4.12.1 Acceptance of the products delivered (Art. 64-65 and 128)

The managing official will closely follow up the delivery.

Provisional acceptance

Upon expiry of the thirty-day period specified in Article 120, §2, as appropriate, a provisional acceptance report or acceptance refusal report will be drawn up.

Full acceptance is proceeded to at the place of delivery without partial acceptance at the place of manufacture.

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty days

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

4.12.2 Transfer of ownership (Art. 132)

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of GIR.

4.12.3 Guarantee period (Art. 134)

The warranty period commences on the date on which provisional acceptance is given. It lasts one year.

4.12.4 Final acceptance (Art. 135)

Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

4.13 Invoicing and payment of services (Art. 66 to 72 and 127)

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

**Enabel Representation
Av. Kenneth Kaunda, 264
Maputo, Mozambique**

The invoice will mention:

- Enabel, the Belgian development Agency, in Mozambique
- The reference number and name of the contract: MOZ23005-10004
- The name of the managing official: Stephane Cytryn

Only delivery that has been performed correctly may be invoiced.

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

The amount owed to the supplier must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice.

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

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

20% of the tender amount advance may be asked by the contractor after awarding. Proportional partial payment will be made after acceptance of each phase.

4.14 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings. The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

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

**Enabel, public-law company
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms Inge Janssens
Rue Haute 147
1000 Brussels**

Belgium

4.15 Obligations of the contracting authority (Art. 136)

The contracting authority shall:

- 1° use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier;
- 2° make not changes to the goods delivered without the written preliminary approval of the supplier.

4.16 Obligations of the supplier (Art. 137 and 138)

The supplier shall:

- 1° put the supplies at the disposal of the contracting authority within the deadline set in the procurement documents;
- 2° ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

Where the supplies are completely or partially destroyed during the contact term without the contracting authority being liable, the supplier shall replace these or repair them at his costs within the deadline set.

4.17 Transfer of ownership in case of hire-purchase (Art. 139)

In case of hire-purchase, the transfer of ownership takes place either when the purchase option is lifted or upon the expiry of the term given in the procurement documents.

4.18 Guarantee period in case of hire-purchase (Art. 140)

In case of hire-purchase, the guarantee period is set at one year.

4.19 Final acceptances (Art. 142 OR 143)

When the delivery is subjected to a guarantee in accordance with Article 140, final acceptance is implicit when no claims have been lodged during the guarantee period. If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

5 Terms of reference

5.1 Context and Background

5.1.1 Mozambique's Vulnerability to Climate Disasters

Mozambique is among the ten countries most vulnerable to climate-related disasters globally, largely due to its geographical exposure and high level of poverty. Over the past 30 years, at least 14% of the population has been affected by droughts, floods, or tropical storms. Notably, more than half (53%) of the disasters occurred within the last two decades.

Despite this rising frequency and severity of climate shocks, Mozambique, like many countries, still lacks adequate early warning systems. The coverage of climatological and hydrological monitoring infrastructure remains limited, and few robust regulatory frameworks connect early warnings to emergency preparedness and response plans.

However, early warning systems are recognized as highly effective and cost-efficient tools for risk reduction:

- Investments in early warning systems yield a return exceeding tenfold in avoided losses.
- A 24-hour advance warning can reduce damage from hazardous events by up to 30%.

5.2 General objective

This public works and supply contract aims to support the establishment of a people-centred early warning system through the procurement and on-site installation of automatic hydrometric stations, rain gauges, and staff gauges, including the construction of protective shelters and capacity building for local technicians.

The contract contributes to enhancing Mozambique's disaster preparedness by improving data collection infrastructure in key river basins. The hydrometric station shelters will be designed to ensure security, durability, and weather resistance, protecting sensitive equipment such as data loggers, batteries, and sensors from vandalism and environmental damage.

5.3 Specific objectives

5.3.1 Supply and delivery of manual monitoring equipment

- Eighty (80) staff gauges and fifteen (15) complete rain gauges, fully compliant with World Meteorological Organization (WMO) standards.

Each rain gauge must include:

- A reserve collection tank;
- A precision measuring tube (calibrated to 0.1 mm);
- A galvanized pedestal fit for field deployment.

- Additional accessories and materials:

- Two (2) measuring beakers (graduated in 0.1 mm);
- Forty (40) steel L-angles (100 mm x 100 mm x 10 mm, length 5.8–6.0 meters);
- 150 M10 bolts with corresponding nuts and washers.
- Fourteen (14) protective fencing kits, each consisting of:
 - Seven (7) modular square sections made from circular tubing and galvanized shark netting;
 - One (1) access door per kit.
- Thirty (30) padlocks for securing equipment.

5.3.2 Supply and installation of automatic hydrometric stations

- Three (3) fully equipped automatic hydrometric stations, including:
 - Licensed softwares for installation, activation, calibration, data storage, and ongoing operations (data visualization and processing);
 - A user-friendly and free access online platform for real-time data visualization, processing, and analysis. User passwords required for secure access and data processing must be provided to both ARA-Norte and ARA-Centro. The data generated by the stations are the exclusive property of DNGRH, Ara Centro and ARA Norte, and the supplier must ensure that only authorized personnel from the designated institutions have exclusive access to the data.
 - Setup of data transmission, including SIM card configuration and recharging;
 - Creation and maintenance of a public data webpage;
 - Full testing and calibration under real-world conditions;
 - Three (3) backup batteries to ensure system continuity.

Installation breakdown:

- One (1) station in the Namacurra River Basin.
- Two (2) stations in the Meluli River Basin;
- Three (3) elevated shelters to house automatic hydrometric stations:
 - One (1) in the Namacurra River Basin (Namacurra district, Zambézia Province).
 - Two (2) in the Meluli River Basin (Mogovolas and Angoche districts, Nampula Province).

Shelters must be built with durable materials, provide thermal insulation, and resist wind and water exposure to ensure reliable operation of installed equipment.

5.3.3 Training and capacity building

- Develop and deliver a user-friendly operational manual for automatic weather stations covering:
 - Installation, activation, calibration, data collection and analysis, maintenance, and troubleshooting.
- Provide practical, on-the-job training to technical staff from:
 - ARA-Norte and ARA-Centro, and

- Local end users at installation sites.

Training will focus on enabling long-term, independent operation and upkeep of the hydrometric stations by local institutions.

5.4 Methodology

The methodology for this consultancy is structured around three interdependent pillars: **participatory engagement**, **integrated delivery**, and **sustainable capacity building**. These will ensure a technically sound, inclusive, and future-proof implementation of the contract objectives.

The consultant will present a detailed methodology in their technical proposal to address the objectives outlined in this Terms of Reference (ToR).

5.4.1 Participatory engagement and needs diagnosis

- **Stakeholder consultations:** Initiate the process through structured meetings with Enabel, DNGRH, ARA Norte, ARA Centro, and ARA Sul to validate the work plan, timeline, and roles.
- **Capacity needs assessment:** Conduct targeted consultations (surveys, interviews, focus groups) with technicians and institutional partners to assess knowledge gaps, local practices, and preferred learning formats.
- **Site coordination visits:** Where feasible, carry out early site visits or remote assessments to ensure alignment with infrastructure needs, accessibility, and logistical constraints.
- **Desk review:** Analyse existing documentation (manuals, technical specs, past trainings, procurement guidelines) to establish a solid reference base for both implementation and training.

5.4.2 Integrated supply, construction, and installation workflow

- **Procurement strategy:** Source all materials from vetted manufacturers ensuring quality, compliance with specifications, and availability of spare parts and user documentation.
- **Delivery and pre-inspection:** Coordinate logistics to deliver all materials to designated sites and perform joint inspections with Enabel and their partners (ARA Norte and ARA Centro) to ensure conformity and quality.
- **On-site construction and installation:**
 - Supervise the construction of three shelter towers based on approved designs.

- Install three automatic hydrometric stations, ensuring calibration, waterproofing, data connectivity, and integration into the national data platform.
- Conduct real-time functional testing and ensure the communication and data logging system is operational.
- **Documentation:** Provide comprehensive technical documentation, including calibration logs, installation reports, operation manuals, and warranties.

5.4.3 Sustainable capacity Building and Knowledge Transfer

- **Guideline Development:** Produce a clear, user-friendly manual in Portuguese covering station operation, maintenance, data management, and troubleshooting. Tailored for frontline technicians, it will combine step-by-step instructions with visual aids and practical tips.
- **Training Design:**
 - Develop a detailed training agenda validated by ARA Centro and ARA Norte.
 - Ensure the agenda balances theory with practical, hands-on experience.
- **Training Roll-Out:**
 - Conduct one central session at INGD-Zambezia facilities (Quelimane city) for 15 participants.
 - Deliver two on-site, hands-on sessions during the installation process (Meluli and Namacurra River Basins).
- **Evaluation and Feedback:**
 - Use surveys and structured debriefs to collect participant feedback.
 - Adjust content or delivery methods where needed to maximize learning retention and operational readiness.

5.4.4 Reporting, Handover, and Learning Capture

- **Deliverables monitoring:** Use a deliverables matrix to ensure all tasks and timelines are met as per contract.
- **Final handover:**
 - Present all final documentation including installation reports, lessons learned, user manuals, and provisional handover reports.
 - Ensure all systems are functional and all stakeholders are briefed on maintenance responsibilities and contact points.
- **Continuous learning:** Leverage lessons learned from Phase 2.1 (Zambezia)) to improve efficiency, reduce risks, and enhance quality in Phase 2.2 (Nampula).

5.5 Work plan

The consultant will present a detailed work plan in their technical proposal, aligned with the methodology outlined in this Terms of Reference (ToR), to effectively address the stated objectives and ensure high-quality and efficient results in a timely manner.

This consultancy will adopt a **phased approach**, structured into three core phases. Each phase includes clearly defined activities and deliverables, aligning with the contract's objectives: the supply and installation of hydrometric equipment, construction of shelters, and capacity building of local institutions.

Phase 0 – Inception and Preparation

Objective: Ensure a shared understanding of the work plan, methodology, deliverables, and technical expectations.

Activities:

- Conduct a kick-off meeting (within 1 week of award notification) with Enabel, DNGRH, ARA Norte, and ARA Centro to confirm the scope, timeline, and logistics.
- Present samples of rain and staff gauges and the instruction manual for automatic stations.
- Review relevant documentation and conduct preliminary stakeholder consultations to inform training needs and local context.

Deliverables:

- Enhanced Inception Report with adjusted work plan and methodology;
- Sample rain and staff gauges;
- Instruction manual for automatic hydrometric stations.

Timeline: Within 2 weeks of award notification

Phase 1 – Procurement and Delivery of Equipment

Objective: Ensure the timely and compliant supply and delivery of manual monitoring equipment.

Activities:

- Procure and inspect equipment (80 staff gauges, 15 rain gauges, accessories as per BoQ).
- Conduct quality check of equipment before installation/handover with ARA Norte and ARA Centro (malfunctioning, damaged or uncompliant equipment will be replaced at no additional cost).

Deliverables:

- All equipment delivered as per specifications;
- Delivery report documenting quantities, condition, and location.

Timeline: Within 7 weeks of award notification

Phase 2 – Installation and Commissioning of Hydrometric Stations

2.1– Zambezia Province (Namacurra Basin – 1 station)

Objective: Install 1 operational hydrometric station with shelter in Namacurra district.

Activities:

- Site preparation;
- Construct 1 shelter (Gogodane);
- Install and calibrate equipment;
- Conduct functional and connectivity tests;
- Deliver software, batteries, and installation documentation;
- Hand over to ARA Centro and Enabel.

Deliverables:

- 1 installed and functioning station transmitting data to an online platform;
- Associated software, 1 replacement battery;
- Installation report and provisional handover;

Timeline: Installation by Week 12, provisional handover by Week 13;

2.2 – Nampula Province (Meluli Basin – 2 stations)

Objective: Install 2 operational automatic hydrometric stations with shelters in Mogovolas and Angoche districts.

Activities:

- Site preparation;
- Apply lessons learned from Phase 2.1 to improve efficiency;
- Construct 2 shelter towers (Nametil and Ceta);
- Install and calibrate equipment;
- Conduct functional and connectivity tests;
- Deliver software, batteries, and installation documentation;
- Hand over to ARA Norte and Enabel.

Deliverables:

- 2 installed and functioning stations transmitting data to an online platform;
- Associated software, 2 replacement batteries;
- Installation report and provisional handover;
- Inspection report;
- Final Report and Handover.

Timeline: Installation by Week 14, provisional handover by Week 15; Final Report and Handover by week 17.

Phase 3 – Capacity Building and Training

Objective: Strengthen the capacity of ARA Norte and ARA Centro technicians in the operation and maintenance of hydrometric stations.

Activities:

- Conduct a needs assessment through interviews/surveys;
- Develop a training program and agenda with topics to be covered, timing, and format (e.g. presentations, hands-on demonstrations);
- Develop a practical, user-friendly Portuguese-language guideline;
- Validate the guideline with Enabel and institutional partners;
- Deliver training sessions:
 1. At least 1 presential training at INGD- Zambezia (Quelimane city) for up to 15 technicians from both ARA Centro and ARA Norte;
 2. Field-based on-the-job training in Zambezia (Namacurra Basin);
 3. Field-based on-the-job training in Nampula (Meluli Basin);
- Evaluate participants and collect feedback after each training session. Adjust content and documents if needed.

Deliverables:

- Validated guideline for use and maintenance of hydrometric stations;
- Training terms of reference;
- Training reports summarizing content and participant feedback;

Timeline:

- Guideline by Week 8;
- Training agenda by Week 9;
- Training reports within 1 week of session delivery;

The equipment list, delivery sites, and locations for constructing and installing hydrometric stations are available in the attachment accessed through the [link](#).

5.6 Estimated workload

The quantities of "man/days" set below are given as an indication, and the tenderer is required to provide an adequate workplan to carry out all the services and deliverables (specifically for the installation, development of user-friendly guidelines, and training of technicians, as outlined in its tender) for a lump sum price.

Description and Position	Workload in days	
	Field	Office
Project Manager	7	15
Senior Hydrometric Technician	20	10
Civil Works Technician	23	2
TOTAL	50	27

5.7 Evaluation of bids

5.7.1 References of similar services

The tenderer is required to complete the table below detailing:

- At least two successfully completed assignments (within past five years) related to supply and installation of automatic hydrometric stations.
- At least two successfully completed assignments related to the training of local technicians, including the development of user-friendly guidelines.

The references will include reference, execution dates, description of work, and relevance for this consultancy, as well as **certificates of successful completion** (statements or certificates without major reservations) and/or supporting documents, such as signed contracts, approved invoices, or other official evidence, issued or endorsed by the contracting entity.

Similar Services (References)				
Scope of work	Contract amount	Date of completion (within past 3 years)	Name of the public or private bodies	Relevance for present consultancy
Supply, delivery, and installation of hydrometric equipment				
Training design and delivery				

5.7.2 Equipment technical specifications

The tenderer is required to complete the table with detailed information for each equipment or material, including brands, characteristics, and specifications, and to provide clear photographs of each item, all in accordance with the requirements of this public tender. The detailed technical specifications can be found at the following link:

[Detailed Technical specifications .docx](#)

Equipment Technical Specifications			
No	Photo	Equipment type	Detailed information
1		Staff Gauges	
2		Rain Gauge	
3		Measuring beaker tube	
4		kits for protective fencing of rain gauges	
5		Padlocks for fence door and rain gauge	
6		Steel angle with two legs forming 90° (L)	
7		Bolts with nuts and washers (M10)	
8		Automatic hydrometric stations	
9		Replacing batteries for automatic hydrometric stations	

5.8 Schedule of payments

Phase	Conditionality	Amount percentage
Phase 0: Inception and Preparation	Deliverables for this phase as outlined in the "5.5 Work Plan" section of this tender.	20%
Phase 1: Procurement and Delivery of Equipment	Deliverables for this phase as outlined in the "5.5 Work Plan" section of this tender.	25%
Phases 2.1 and 2.2: Installation and Commissioning of 3 Hydrometric Stations	Deliverables for this phase as outlined in the "5.5 Work Plan" section of this tender.	30%
Phase 3: Capacity Building and Training	Deliverables for this phase as outlined in the "5.5 Work Plan" section of this tender.	25%
Total		100%

6 Forms

6.1 Identification form

6.1.2 Private/public law body with legal form

OFFICIAL NAME¹				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION	FOR PROFIT			
TYPE	NON FOR PROFIT	NGO²	YES	NO
MAIN REGISTRATION NUMBER³				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN				
REGISTRATION	CITY	COUNTRY		
DATE OF MAIN REGISTRATION				
	DD	MM	YYYY	
VAT number				
ADDRESS OF				
HEAD OFFICE				
POSTCODE	P.O. BOX	CITY		
COUNTRY				PHONE
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

¹ National denomination and its translation in EN or FR if existing.

² NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

³ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Regards

6.2 Tender Forms – financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ⁴	
IBAN/ACCOUNT NUMBER ⁵	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

<u>ACCOUNT HOLDER'S DATA</u>		
AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

⁴ 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.

⁵ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.3 Tender form – Financial proposal

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications MOZ23005-10004 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items with the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax on the total amount of the work is dealt with on a separate line below, to be added to the total amount tender's value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

6.3.1 Phase 1

Description	Quantity	Unit	Unit price in Euro (Excl. VAT)	Total price in Euro (Excl. VAT)
Supply and delivery of Staff Gauges	80	Lump sum		
Supply and delivery of Rain Gauges	15	Lump sum		
Supply and delivery of measuring beaker tube, graduated in 0.1 mm	2	Lump sum		
Supply and delivery of Kits for protective fencing of rain gauges	14	Lump sum		
Supply and delivery of Padlocks for fence door and rain gauge	30	Lump sum		
Supply and deliver of Steel angle with two legs forming 90°	40	Lump sum		
Supply and delivery of Bolts with nuts and washers (M10)	150	Lump sum		
TOTAL				

<u>VAT</u>	<u>%</u>
------------	----------

6.3.2 Phase 2

Description	Quantity	Unit	Unit price in Euro (Excl. VAT)	Total price in Euro Excl VAT
Construction of shelter towers for hydrometric stations located in Meluli and Namacurra river basins, Nampula and Zambezia provinces	3	Lumpsum		
Supply, delivery and installation of the Automatic hydrometric stations	3	Lumpsum		
Supply and delivery of replacing batteries for automatic hydrometric stations	3	Lumpsum		
TOTAL				

<u>VAT</u>	<u>%</u>
------------	----------

6.3.3 Phase 3

Description	Quantity	Unit	Unit price in Euro (Excl. VAT)	Total price in Euro (Excl. VAT)
Training including a user-friendly Portuguese guideline.	3	Lumpsum price		
TOTAL				

<u>VAT</u>	<u>%</u>
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6.4 Declaration on honour – Exclusion grounds

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

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

Are also considered such serious professional misconduct:

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

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

5. When a conflict of interest cannot be remedied by other, less intrusive measures.
6. When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

7. Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.
8. The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

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

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

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

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

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

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

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

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

Place, Date

Signature

6.5 Integrity statement

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

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

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

Place, date

6.6 References of similar services

The tenderer is required to complete the table below detailing:

- At least two successfully completed assignments (within past three years) related to supply and installation of automatic hydrometric stations.
- At least two successfully completed assignments related to the training of local technicians, including the development of user-friendly guidelines.

The references will include reference, execution dates, description of work, and relevance for this consultancy, as well as **certificates of successful completion** (statements or certificates without major reservations) and/or supporting documents, such as signed contracts, approved invoices, or other official evidence, issued or endorsed by the contracting entity.

Similar Services (References)				
Scope of work	Contract amount	Date of completion (within past 3 years)	Name of the public or private bodies	Relevance for present consultancy
Supply, delivery, and installation of hydrometric equipment				
Training design and delivery				

6.7 Equipment technical specifications

The tenderer is required to complete the table with detailed information for each equipment or material, including brands, characteristics, and specifications, and to provide clear photographs of each item, all in accordance with the requirements of this public tender. The detailed technical specifications can be found at the following link:

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No	Photo	Equipment type	Detailed information
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6		Steel angle with two legs forming 90° (L)	
7		Bolts with nuts and washers (M10)	
8		Automatic hydrometric stations	
9		Replacing batteries for automatic hydrometric stations	

6.8 Power of attorney

The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium. In case of a **joint venture**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

6.9 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹³ showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

6.10 Certification of clearance with regards to the payments of social security contributions

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

6.11 Certification of clearance with regards to the payments of applicable taxes

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

6.12 Documents to be submitted – exhaustive list

- Form 6.1: Identification form;
- Form 6.2: Financial identification;
- Form 6.3: Financial proposal;
- Declaration on honour – exclusion grounds
- Integrity statement for the tenderer;
- References;
- Equipment technical specifications;
- Power of Attorney;
- Updated certification of registration and/or legal status;
- The document certifying that the tenderer is in order with the payment of social security contributions;
- The document certifying that the tenderer is in order with the payment of applicable taxes;
- Criminal record of the entity – if criminal record for legal body exists in the country where the tenderer is registered;
- Technical proposal.

6.12 Annexes

Annex 1: [Equipment, delivery sites, and locations for hydrometric stations deployment and installation](#)

Annex 2: [Technical Specifications](#)

Annex 3: [Hydrometric Constructions \(including BoQ\)](#)

Annex 4: [kits for protective fencing of rain gauges \(Technical Specifications\)](#)