TENDER SPECIFICATIONS

Public service contract for "**Feasibility Assessment for the Installation of Electronic Siren Systems in 3 districts-Mozambique**"

Reference №: **MOZ22005-10104**

Country: **Mozambique**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications:	09 October 2026 at **12PM (Mozambican time)**
Deadline for submission of tenders:	**16 October 2026** at **12PM (Mozambican Time)**

Belgian development agency

enabel.be

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.

1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

1.3. For this public contract Enabel, in Mozambique, is represented by:

Name	Position
Adriaan Tas	Country Director

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

2. RULES GOVERNING THE PUBLIC CONTRACT

2.1. The following, among others, apply to this public contract:

(a) The Law of 17 June 2016 on public procurement;

(b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;

(c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;

(d) The Law of 17 june 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;

(e) Circulars of the Prime Minister with regards to public procurement;

(f) Enabels policy regarding sexual exploitation and abuse – June 2019;

(g) Enabels policy regarding fraud and corruption risk management – June 2019.

2.2. All Belgian regulations on public contracts can be consulted on https://bosa.belgium.be/en/themes/public-procurement;

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

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

3. APPLICABLE LAW AND COMPETENT COURTS

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

1.1. This public contract is a service contract for provision of: Public service contract for the technical, operational, institutional, social and financial feasibility assessment of installing and operating electronic siren systems in 3 districts in Mozambique.

2. LOTS

2.1. This public contract is not divided into lots.

3. ITEMS

3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.

3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

4.1. This public contract starts **upon kick-off meeting** and lasts for **8 (eight) months**.

4.2. This public contract **MAY NOT** be renewed.

5. VARIANTS

5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

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

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

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

2. PUBLICATION

This contract is advertised in

2.1. The following platform:

(a) Website of Enabel (www.enabel.be).

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

3. FURTHER INFORMATION

3.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

Contracts management team

moz_csc_contracts@enabel.be

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

3.2. **Requesting clarifications**

Prospective tenderers have until the **October 09**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (moz_csc_contracts@enabel.be) and will be answered in the order received.

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

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

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

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

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

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

5. DATA TO BE INCLUDED IN THE TENDER

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

5.2. The tender and all annexes to the tender form must be drawn up in:

(a) English.

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

5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.

5.5. The tenderer must use the tender forms provided in the annex:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) List of subcontractors (clause 2 of chapter 8 Forms);

(c) Tender form - Prices (clause 3 of chapter 8 Forms);

(d) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);

(e) Financial identification (clause 5 of chapter 8 Forms);

(f) Integrity Statement (clause 6 of chapter 8 Forms);

(g) Certificate of registration;

(h) Power of attorney;

(i) Criminal record of the legal representative/company;

(j) Certificate of payment of taxes;

(k) Certificate of payment of social contributions.

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

5.6. The tenderer also attaches the following to his tender:

(a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);

(b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

(c) The statutes and any other document required to establish the power of attorney of the signer(s).

5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);

(c) Integrity Statement (clause 6 of chapter 8 Forms);

(d) The statutes and any other document required to establish the power of attorney of the signer(s);

(e) The association agreement signed by each participant, clearly showing who represents the association.

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

5.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

7.1. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, 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.

8. ELEMENTS INCLUDED IN THE PRICE

8.1. The tenderer is to include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Mozambique, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Mozambique, <u>the attention of tenderers who are non-tax residents of Mozambique is drawn to the tax on the profits of non-residents (20% (or possibly 32% or 10%)) applicable to this category of service provider</u>. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Mozambique. The 20% (or possibly 32% or 10%) non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

8.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:

(a) Administrative management and secretariat services;

(b) Travel, transportation, and insurance;

(c) Documentation related to the services;

(d) Delivery of documents or records associated with the performance of the contract.

(e) Acceptance costs.

8.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

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

9.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.

Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.

9.3. For this public contract, tenders will be submitted electronically via email to **TENDERSMOZ@ENABEL.BE**

1.1. **Tenders must be submitted no later than October 16 2026 at 12PM (Central Africa Time)**.

10. TENDER SIGNATURE

10.1. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.

10.2. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

1.2. Tenders must be in the possession of the contracting authority before **October 19 2026** at **12PM (Mozambican Time)**.

11.1. Tenders are opened behind closed doors.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).

12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.

12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.

12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.

12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.

12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.

13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:

(a) all participants submitting a joint bid as a consortium of economic operators;

(b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.

14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.

14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.

14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the succesful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

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

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Technical Proposal	70	Comprising Methodology (40) + Work Plan (30)
Price	30	Points for tender A = (lowest tender amount / tender A amount) × 30

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

16. AWARDING THE PUBLIC CONTRACT

16.1. This public contract will be awarded to the tenderer who has submitted the most economically and technically advantageous tender.

16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

17. CONCLUDING THE CONTRACT

17.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the succesful tenderer of the approval of their tender.

17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

17.3. The full public contract consists of the following documents:

(a) These tender specifications and their annexes;

(b) The approved BAFO and all of its annexes;

(c) The registered letter notifying the award decision;

(d) Any later documents accepted and signed by both parties, as appropriate.

17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.

2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

4.1. The managing official for this public contract is **Contracts Management team**, email: moz_csc_contracts@enabel.be. The managing official is responsible for overseeing the performance of the contract.

4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.

4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.

4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.

4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

5.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

5.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the service provider

During contract performance, the service provider may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the tender specifications or in execution of a legal obligation.

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

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

The personal data that will be processed are confidential. The service provider will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the service provider will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28, § 3 of the GDPR).

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

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

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

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

10.1. Scope

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

10.2. Nature of the amendment

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

10.3. Conditions under which this revision clause may be used

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

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document.
To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account.

If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

(a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

(b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

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

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

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

Price revisions are not allowed under this contract.

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

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

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

12.3. When activities are suspended, based on this clause 12.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:

(a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calender days, depending on whether the performance period is expressed in working days or calendar days;

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

(c) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

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

14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.

14.2. Such price revision is only possible if both the following conditions apply:

(a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and

(b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the “GIR”.

14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

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

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

15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the “GIR”, must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.

15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

16. ORDER FORMS (ART. 146)

17. DEADLINES AND TERMS (ART. 147)

17.1. The service provider must complete the services within a period expressed in **calendar days**, which the tenderer must propose and indicate in their tender. All days are indistinguishably included in the period.

17.2. In any case, the service provider must complete the services within **8 (eight) months**, starting from **the day of the kick-off meeting**. If no (shorter) performance period is included in the tender, no points will be awarded for the award criterion linked to the performance period.

18. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address: **Nampula province - Mossuril, Angoche and Larde district**.

19. INSPECTION OF THE SERVICES (ART. 150)

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

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

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

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

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

SECTION (G) - MEANS OF ACTION

21. FAILURE OF PERFORMANCE (ART. 44)

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

(a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;

(b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

(c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

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

21.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

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

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

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

22.2. Fines for delay are calculated, according to Article 154 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.

22.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.

22.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

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

23.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 23.2 However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

23.2. The measures as of right are:

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

(b) Completion of all or part of the unfulfilled contract by the contracting authority itself;

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

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

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

24.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

24.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.

24.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the “GIR” (clause 25).

24.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.

24.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

25.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.

25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.

25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel. Belgian agency for international cooperation Zimbabwe ave 385, Maputo Mozambique**.

25.4. Payment will be made in accordance with one of the following arrangements: Completion and approval of each phase deliverables

26. ADVANCE PAYMENTS

26.1. Notwithstanding clause 25.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the service provider.

26.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

(a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;

(b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

(c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

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

26.3. No advance is granted before:

(a) Notification of the conclusion of the public contract;

(b) A written dated demand submitted to the contracting authority;

(c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

26.4. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

26.5. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

Terms of Reference: **MOZ22005-10104**

Feasibility Assessment for the Installation of Electronic Siren Systems in 3 districts-Mozambique

Contract Type

Public service contract for the technical, operational, institutional, social and financial feasibility assessment of installing and operating electronic siren systems in 3 districts in Mozambique.

Location:

Activities will be implemented in the districts of Mossuril, Angoche and Larde in Nampula Province, as detailed in the table below:

Province	District	Localities
Nampula	Mossuril	Vila Sede and Cabeceira Pequena village
	Angoche	Aube Administrative Post
	Larde	Mavela, Naheco e Lalane

Duration of the Contract

Firm tranche: 3 calendar months from kick-off meeting.

Conditional tranche: up to 5 months, starting from notification of activation of the conditional phase.

Selection of Tenderers

1.Selection Criteria

The tenderer must demonstrate, through the "Selection File", sufficient financial and technical capacity to successfully implement the contract.

1.1 Firm experience- similar assignments

The tenderer must demonstrate at least two (2) successfully completed assignments in the last three years covering at least one of the following areas:

- Feasibility studies or implementation of outdoor warning siren systems;
- Acoustic modelling, sound propagation analysis and coverage mapping;
- Emergency communication infrastructure (public warning systems, EWS components);
- Design of telecommunication infrastructure relevant to Early Warning Systems.

For each reference, provide:

- Project name;
- Sector;
- Client name and contact details;
- Firm's role (assessment/ modelling/installation/ assistance)
- Key outcomes or results and deliverables demonstrating similarities and relevance for the application.

- Evidence of satisfactory completion (completion certificates without major reservations, signed contracts, accepted final reports, approved invoices, or similar)

Reference Table (to be completed by tenderer)

Similar service	Client name	Sector		Location	Start and end date (in the last 3 years)	Firm's role (Assessment/modelling/ installation/assistance)	Key outcomes, results, deliverables relevant for present contract

2. Award Criteria

Proposals will be evaluated on a total of 100 points, as follows:

Award Criterion	Weight (%)	Evaluation/Formula
Methodology and Work Plan	45	(see breakdown below)
Team composition and Expertise	25	(see breakdown below)
Price	30	Points tender A = (amount of lowest tender) / (amount of tender A) × 30

1. **Methodology and Work Plan (45 Points)**

1.1 Methodology and Approach (max. 10 pages)- 30 pts

Context and Operational Understanding (5pts)

Demonstrates a thorough understanding of Mozambique's disaster risk profile and the specific geographic, demographic, and socio-economic conditions of the target districts (Mossuril, Angoche, and Larde). The proposal must reflect a clear grasp of the institutional landscape- including INGD, INAM, DNGRH, and CLGRD- and provide evidence of familiarity with the operational constraints inherent in deploying electronic sirens in remote and coastal environments. Particular attention should be given to challenges such as unreliable power supply, limited network connectivity, physical security and vandalism risks, and barriers to community access and acceptance.

Adequacy, Feasibility and Technical Approach (20 pts)

- Feasibility and sequencing (8 pts): The proposal must convincingly demonstrate that the 90-day firm phase is realistically achievable across three districts and two provinces. It should present a credible logical sequence-from desk-based analysis (Phase 1) and field validation (Phase 2) through to finalization-incorporating sufficient buffer time for institutional coordination, stakeholder availability, and logistical constraints.
- Technical appropriateness and sustainability (8 pts): The proposed tools for acoustic modelling, GIS mapping, and institutional analysis must be demonstrably appropriate for the local context. The OPEX and financial sustainability assessment must be sufficiently robust to determine, with confidence, whether INGD and district authorities can realistically cover recurrent costs over the system's lifecycle. The approach to power solutions (grid, solar/renewable) and maintenance models must reflect a realistic assessment of local institutional capacity.
- Risk management and adaptive logic (4 pts): The proposal must clearly identify key contingencies-including field mission delays due to adverse weather (cyclone season), limited availability of INGD or local stakeholders, lack of local power/data, and vandalism risks affecting site selection—and present credible, proactive mitigation strategies for each. The adaptive logic should demonstrate how the team will adjust the work plan in response to unforeseen circumstances without compromising deliverable quality or timelines.

GESI Integration (5 pts):

The proposal must embed specific and verifiable GESI commitments throughout the methodology, demonstrating how the team will operationalise gender, social inclusion, and vulnerable group considerations-including women, youth, elderly, and persons with disabilities-across all phases of the assignment.

1.2 Work Plan (Gantt format)- 15 pts

Quality and Realism (10 pts)

Realistic sequencing with credible durations and clear interdependencies. Demonstrate a logical flow from field data collection through acoustic modelling, GIS processing, and report drafting. Ensure balanced distribution of desk, field, and home-based work across the 90-day firm phase.

Milestones, Responsibilities and Person-Day Coherence (5 pts)

Define clear milestones tied to all deliverables (Inception Report, Feasibility Study, Technical Design, Cost Analysis, Validation Workshop Report). Explicitly allocate responsibilities to named team members by phase. Ensure person-day allocations are coherent with team roles and activity requirements, with credible phasing from desk-based framing to final recommendations.

2. Team Composition and Expertise- 25pts

To successfully deliver all activities under this Terms of Reference, the consultancy must assemble a multidisciplinary team with clearly defined roles and complementary expertise, demonstrating the collective capacity to achieve high-quality results. The team composition, to be demonstrated through submission of detailed Curricula Vitae (EU format), is as follows:

Sub criteria	Qualifications	Max. Points
Team Leader/ EWS Technical Specialist	• **Education (2pts):** Master's degree in electronic engineering, Telecommunications, Electrical Engineering, Disaster Risk Management or another field clearly relevant to EWS; • **Relevant experience (6pts):** At least 5 years of cumulative professional experience across one or more of the following areas in: Technical feasibility studies; Planning and design of technological/telecommunication infrastructure for Early Warning Systems; Leading EWS or public warning projects; Cost–benefit analysis; Acoustic/sound propagation analysis and siren placement optimization; Preparation of technical specifications and feasibility reports (3pts). Additional years of experience beyond the 5 -year minimum (3pts) • **Languages (2 pts):** Fluency in English (spoken and written)- 1pt; Fluency in Portuguese (spoken and written)- 1 pt	10
Acoustic & GIS Specialist	• **Education (2 pts):** Bachelor's degree in Acoustics Engineering, Telecommunications, Physics, Geography, Geomatics, or Environmental Engineering (1 pts); Master's degree or higher in a relevant field (additional 1 point). • **Relevant experience (4 points)**: At least 3 years of cumulative Proven experience using acoustic modelling software (e.g., SoundPLAN, CadnaA or similar) and GIS software (e.g., ArcGIS, QGIS); demonstrated experience in siren placement optimisation, coverage analysis or similar mass notification/alerting system planning; ability to integrate topographical and demographic data into acoustic models (2 points); Additional years of experience beyond the 3-year minimum (2 pt). • **Languages (2pts):** Fluency in English (spoken and written)- 1pt; Fluency in Portuguese (spoken and written)- 1 pt	8
DRR / Social & Community Engagement Specialist	• **Education (2 pts):** Bachelor's degree in Geography, Sociology, Social Sciences, or a related field (1 pt); Master's degree or higher in a relevant field (additional 1 pt). • **Relevant experience (4 pts):** At least 3 years of cumulative experience in one or more of the following areas: Early Warning Systems or emergency preparedness; work with government institutions and communities in Africa; participatory assessments and community-based processes; Gender and Social Inclusion (GESI) mainstreaming in resilience or DRM projects (2 pts). Additional years of experience beyond the 3-year minimum (2 pt). • **Languages (1 pt):** Fluency in English and Portuguese (spoken and written).	7

Note:

- Proof of experience: For each assignment listed in the CV, the tenderer must provide at least one of the following: a completion certificate, a client attestation, a reference letter, or a signed contract accompanied by a detailed description of the candidate's role. The evaluation committee reserves the right to contact referees for verification. Failure to provide adequate proof may result in 0 points for the relevant sub-criterion.

- Required skills (acoustic engineering, sound propagation modelling, GIS and mapping, financial/life-cycle cost analysis) may be covered by the one of two key experts where their profiles combine multiple areas of expertise; and/or provided by non-key experts or short-term specialists as part of the proposed team.
- A single individual may cover more than one role if they fully meet the minimum criteria for each role. The proposal must clearly indicate which roles each team member will perform and their allocated person-days.

5.1 Context and Background

Mozambique's Vulnerability and Early Warning System

Mozambique is among the ten most climate-vulnerable countries globally, due to its geographical exposure and high poverty levels. Over the past 30 years, at least 14% of the population has been affected by droughts, floods or tropical storms, with 53% of recorded disasters occurring in the last two decades.

Despite this trend, Early Warning Systems remain insufficient. Evidence shows that investments in EWS can generate returns exceeding tenfold in avoided losses, and a 24-hour advance warning can reduce damage by up to 30%.

Electronic sirens are strategic components of people-centered EWS, enabling rapid, wide-area dissemination of alerts to populations exposed to multiple hazards. They:

- Provide mass alerting in real time across large areas;
- Ensure inclusion of people with limited access to mobile phones, radio or internet;
- Contribute to reducing human losses when integrated with evacuation plans and shelters;
- Complement other alert channels (SMS, community radio, megaphones, community leaders, digital platforms);
- Support community preparedness and simulation exercises.

The National Strategy for the Establishment of an Integrated Information Flow System for Early Warning of Floods and Cyclones in Mozambique (2022–2030) explicitly recognizes electronic sirens as a critical last-mile alert solution, with the capacity to reach communities within a radius of at least 3 km.

The Strategy establishes key requirements for acquisition and use of electronic sirens:

- Centralized command capability – Integration into centralized command systems via strategically located emitting centers;
- Protection against vandalism – Robust physical security, particularly for solar power systems;
- Remote surveillance – Integration with remote monitoring and supervision systems;
- Standardization – Harmonized brands and technical characteristics (types of sounds, local/remote command systems, software).

The Strategy also requires that siren installation locations be defined on the basis of prior feasibility studies. Operation must follow clearly defined criteria, and operators must be adequately trained and work closely with Local Disaster Risk Management committee (CLGRD), humanitarian organizations and communities to ensure that alarm tones and voice messages are properly understood. Given the technical nature of the systems, transfer of know-how and local capacity development are essential for sustainability.

Enabel's Mozambique Portfolio (2023–2028)

The Belgian-Mozambique Cooperation Strategy 2023-2027, validated by the Belgian Minister of Cooperation in July 2022, addresses the growing climate vulnerability of Mozambique, marked by increasingly intense and frequent extreme weather events.

General Objective: The portfolio aims to support and institutionally strengthen Mozambique so that the transition to a climate-resilient and low-carbon economy can be achieved in an inclusive way with consideration of vulnerable communities in both rural and urban areas.

Specific Objective: Mozambican authorities and communities, including women, youth, and other vulnerable groups, are strengthened to actively engage together in a –cross-sectoral coordination, specifically focusing on improved climate proofed public services, enabling policies and initiatives for energy transition.

Portfolio Structure:

The portfolio consists of three interconnected and complementary interventions:

1. **Intervention 1 – Climate Resilience and Energy Transition (CRET):** This is the heart of the portfolio with five components:
    a. **Result 1: Policy Dialogue on Climate Resilience and Energy Transition:** Improve policy formulation, adoption, and implementation by the Government of Mozambique (GoM), local authorities, communities, and civil society for climate resilience and just energy transition.
    b. **Result 2: Losses & Damages:** Design and implement climate-resilient and low-carbon plans and budgets focused on anticipating losses and damages;
    c. **Result 3: Access to Energy:** Enhance access to sustainable and clean public energy services, especially in off-grid areas.
    d. **Result 4: Access to Water:** Improve the sustainability of climate-resilient drinking water supply and solar-powered irrigation systems in rural areas.
    e. **Result 5: Waste Management and Circular Economy:** Implement sustainable waste management and promote a circular economy with involvement from government bodies and civil society.

2. **Intervention 2 - STEP: Strengthen capacities and act as a catalyst for mobilizing climate finance for national priorities, aligning closely with the main intervention.**

3. **Intervention 3 – Debt for Climate Swap (D4CS):** Provide additional funding to support the losses and damages component of the first intervention.

Early Warning System actions under CRET Result 2 (Loss & Damage) and D4CS are aligned with:

- Mozambique's Master Plan for Disaster Risk Reduction 2017–2030; and
- The National Strategy for the Integrated Information Flow System for Flood and Cyclone Early Warning (2022–2030), both of which emphasise the need for investments in EWS to reduce losses and damages.

Key Partners

- **INGD- National Institute for Disaster Risk Management and Reduction** Leads prevention, mitigation, preparedness and response to disasters and coordinates DRR and resilience programmes nationwide.
- **INAM- National Institute of Meteorology**
  Collects, analyses and disseminates climate and weather data essential for public safety and sustainable development.
- **DNGRH- National Directorate of Water Resources Management**
  Promotes sustainable water management. Its Flood and Drought Management Unit, within the Department of River Basin Management, monitors and manages flood forecasting and early warning systems.

5.2 Objectives and Expected Results

5.2.1 General Objective

To assess the technical, operational, institutional, social and financial feasibility of installing and operating electronic early warning sirens in the districts of Mossuril, Angoche and Larde, and to provide a robust basis for decision-making on the most suitable alerting solution and its integration into national and local DRM mechanisms.

5.2.2 Specific Objectives

1) **Assess technological options:** Evaluate available technologies for electronic sirens and related systems (siren types, power supply options including renewable energy, connectivity, activation mechanisms, sound coverage and range), and compare them with alternative and complementary last-mile alert channels (e.g. cell broadcast/SMS, community radio, manual systems) in terms of coverage, reliability under hazard conditions, cost-effectiveness and inclusiveness.

2) **Identify priority sites for installation:** Identify and justify priority locations for siren installation in each district, based on hazard exposure, population distribution, topography, infrastructure and access.

3) **Assess institutional and social feasibility:** Analyze institutional arrangements, roles and responsibilities, operational capacity, and community acceptance and awareness needs, including GESI considerations.
   - Additionally, assess whether the responsible institutions (INGD, district, CLGRD) can realistically finance the recurrent costs (OPEX- operating expenditure) of operating and maintaining the sirens over time.
   - Evaluate, per potential site, the risk of vandalism and physical-security risks, and propose mitigation measures.

4) **Estimate costs:** Estimate investment, operation and maintenance costs for different system options, including life-cycle cost analysis and cost–benefit considerations.
   - The OPEX estimate shall be accompanied by a financial feasibility assessment of the responsible institutions' capacity to cover those recurrent costs.

5) **Propose scalable system models:** Propose technically sound, context-appropriate and replicable siren system models (community-operated and institutionally managed), with a phased implementation approach.

6) **Support procurement preparation**: Provide inputs for drafting Terms of Reference, technical specifications and other documents required for future procurement of services and equipment for supply, installation and capacity building related to electronic sirens.

5.2.3 Expected Results

Evidence-based decision-making on alerting solutions

Authorities have a clear, evidence-based basis to decide whether, where and under what conditions electronic sirens are the most suitable last-mile alerting solution in each locality, including identification and comparison of alternative or complementary channels on coverage, reliability, cost-effectiveness and inclusiveness, and explicit statements where sirens are not the most appropriate primary channel.

Context-appropriate system design options

Where electronic sirens are found feasible, technically sound and context-adapted system options (community-managed and institutionally managed) are identified, compared and prioritized.
For each locality, one preferred configuration and governance model is recommended, justified against local conditions (hazard exposure, population density, topography, institutional capacity, power availability, vandalism/security risks).

Improved cost awareness and financial feasibility

Authorities have realistic and disaggregated estimates of investment, operation and maintenance costs and can compare technical options using life-cycle and cost–benefit analyses.

Strengthened institutional, social and GESI foundations for Sirene systems
Institutional roles, responsibilities and coordination mechanisms for operating and maintaining sirens are clarified and strengthened.

- Governance and operational arrangements (from national to community level) are defined, including interfaces with INAM, DNGRH, INGD, district governments and CLGRD.
- Community acceptance, risk perception and GESI dimensions (women, youth, elderly, persons with disabilities and other vulnerable groups) are explicitly analysed and integrated into system design, operating procedures and awareness/training needs.
- Training and capacity-building needs for operators, authorities and communities are identified, with proposed modules and priority actions.

Strengthened capacity for procurement and implementation
Enabel and partners are equipped with the technical basis and and procedural basis required to plan, procure and oversee supply, installation and capacity development for siren systems.

- Detailed technical design documents and technical specifications suitable for tendering are available.
- Inputs for Terms of Reference, evaluation criteria and commissioning are prepared, enabling efficient and compliant procurement and supervision of future contracts

5.3 Methodology
The methodology must:

- Be participatory and inclusive, with systematic involvement of INGD/CENOE and key institutions (districts government and Local Disaster Risk Management Committee);
- Integrate GESI as a cross-cutting principle across all activities;

The consultant will organize at least monthly coordination meetings (online or in person) with Enabel and INGD to review:

- Progress against the work plan and milestones;
- Challenges and risk mitigation;
- Upcoming activities and alignment with objectives.

Phase 1- Inception, Planning and Desk-Based Feasibility Framework
Activities

- Kick-off meeting with Enabel and institutional partners to refine methodology, validate work plan, clarify roles and communication.

- Develop stakeholder mapping, engagement plan, and field tools (interview guides, diagnostic templates, checklists).
- Desk review: risk plans, hazard/exposure studies, legal frameworks, National EWS Strategy.
- Map similar initiatives in Mozambique (last 10 years) and ongoing projects.
- Identify at least 5 international best practices on electronic sirens for EWS.
- Preliminary technical analysis (topography, land use, population distribution) to identify high-potential areas.
- Preliminary institutional/social mapping (roles, capacity gaps, GESI considerations).
- Develop framework for cost categories (CAPEX/OPEX ,life-cycle) and cost-benefit indicators.

Deliverables
Inception Report including: validated methodology, detailed work plan (Gantt), stakeholder mapping & engagement plan, field tools, desk review synthesis, mapping of similar initiatives in Mozambique, summary of 5+ international best practices, preliminary institutional/social/technical framing, and financial analysis framework.
Timeline: Within 2 weeks after kick-off meeting.

Phase 2- Field Missions, Detailed Feasibility, System Design and Implementation Roadmap
Activities:
A. Field missions and diagnostic

- Joint field missions to Mossuril, Angoche, and Larde with INGD and local partners.
- Interviews/focus groups with local authorities, community leaders, vulnerable groups, humanitarian organizations.
- Assess potential siren sites for access, safety, vandalism risk, power supply and connectivity.

B. Hazard, exposure and current EWS practice

- Validate desk-based hazard data with local knowledge. The consultant is expected to collect primary data through field interviews. Enabel and INGD will provide available secondary data, including hazard and exposure maps and the existing siren inventory. The consultant should request these datasets during the inception phase and supplement them with field-validated information.
- Assess current alert/notification models (SWOT analysis of existing sirens, SMS/cell broadcast, radio, megaphones, community leaders, digital platforms, etc.), differentiating by dominant hazard and typical warning lead time per locality, and assessing for each hazard–locality combination the suitability of siren-based alerting versus alternative or complementary last-mile channels.

C. Technical and acoustic analysis

- Perform sound propagation analysis (topography, vegetation, building density, population centers). Acoustic coverage modelling will be based on representative/reference siren specifications (sound power, frequency range) to be agreed with Enabel and INGD during Phase 1. This ensures consistency across districts and allows for meaningful comparison of technical options before equipment is selected.
- Identify refined siren locations with georeferenced maps and preliminary coverage.
- Evaluate power options (grid, solar/renewable) and assess the resilience of the siren activation and communication paths under disaster conditions (e.g. loss of commercial power, telecom and data networks), defining redundancy measures and requiring at least one robust manual-activation fallback per site.

D. Institutional, social and capacity analysis (field-validated)

- Deepen institutional mapping (national to community level), assess capacity (staff, skills, equipment).
- Conduct community perception and acceptance assessment (including GESI, concerns about noise, false alarms).
- Identify training and awareness needs for operators, local authorities and communities.
- Define operator interaction with CLGRD, humanitarian organizations, and communities (alarm tones, voice messages).
- Assess the institutional and governance arrangements required for ownership, management, coordination, and sustainability of the siren systems at district, provincial, and national levels.

E. System design and technical specifications

- Evaluate siren configurations (standalone, locally managed via wireless control panel, cloud-managed via app/web), and activation systems (manual, remote, automatic), including coupling with centralized command and remote surveillance.
- For each district, assess a defined set of technical configurations covering high, medium, and low power/size options, under 2 governance models (community-managed and institutionally managed), and compare them against relevant alternative or complementary last-mile channels (e.g. SMS/cell broadcast, community radio, manual systems) on coverage, reliability during hazard conditions, cost-effectiveness and inclusiveness..
- On this basis, recommend one preferred configuration and governance model per locality, justified against local conditions-population density, topography, institutional capacity, power availability and vandalism/security risk. The comparison of options is an analytical input; the required output is a clear, justified recommendation per locality.
- For each recommended configuration, provide the full technical design- architecture, operational logic, and the layouts and specifications detailed in the Technical Design Document.

F. Costing, life-cycle and cost-benefit analysis

- Estimate CAPEX and OPEX (capital expenditure and operating expenditure).Conduct life-cycle cost analysis (different technologies/configurations),including cost-benefit analysis for main options.

G. Operational and institutional arrangements

- Define operational criteria (alert triggers, testing, maintenance, integration with INAM/DNGRH/INGD).
- Assess the availability of spare parts and local repair capacity (public or private), and define realistic maintenance and support arrangements, including the supplier's capacity and response times to service systems in remote districts.
- Define roles for daily operation, maintenance, decision-making, incident reporting.
- Outline training modules and awareness activities.

H. Implementation roadmap and replication model

- Propose replicable, phased implementation model (short/medium/long term, prioritization, expansion potential).
- Identify risks and mitigation measures.

I. Validation and finalization

- Prepare preliminary consolidated report.
- Organize validation workshop with stakeholders. The consultant shall organize three district-level validation workshops (one per district) to present findings, discuss draft recommendations, and gather local feedback. Additionally, one provincial/national consolidation workshop shall be held to harmonize findings across districts and engage central-level institutions.
- Integrate feedback and finalize reports.

Deliverables

1. **Final Feasibility Study Report** : comprehensive assessment, system options comparison, recommended option(s), phased roadmap, final georeferenced maps with coverage.
2. **Detailed Technical Design Document**: system architecture, electrical layouts, power solutions (including solar), siren placement, activation/communication protocols, redundancy measures, and technical specifications of sirens. The document will also cover market prospecting for potential suppliers (national, regional, and international) and identify capacity-building needs (installation and maintenance of sirens) for INGD and other relevant institutional actors.
3. **Cost Analysis Report**: detailed CAPEX/OPEX, life-cycle cost analysis, cost-benefit comparison.
4. **Validation Workshop Report**: summary of discussions, comments, and how they were addressed.

Timeline:

- Final Feasibility Study Report, Detailed Technical Design Document, and Cost Analysis Report and workshop Agenda by Week 8 after kick-off meeting.
- Validation Workshop Report by Week 10 after kick-off meeting.

Phase 3- Conditional Tranche: Procurement and Commissioning Support

(Executed only if the conditional tranche is activated.)

Activities

- Prepare Terms of Reference (ToR) for supply, installation, and capacity development (Enabel template), including detailed technical specifications (from Phase 2 designs), estimated costs, list of potential suppliers and clear evaluation criteria.
- Support bid evaluation: analyze bids against ToR, prepare Technical Evaluation Report (compliance, comparative analysis, scoring matrix, recommendation).
- Validate equipment quality and conformity against technical specifications (through physical inspection and/or functional testing, which may be carried out at Enabel's office, INGD's premises, or the supplier's facilities in Maputo); recommend corrective measures where necessary.
- Produce minutes and Commissioning Report.

Deliverables

- ToR and Technical Specifications- complete package with designs, costs, and evaluation criteria.
- Technical Evaluation Report of Bids- with scoring matrix and recommendation.
- Commissioning Report – receipt, issues, corrective actions, compliance assessment.

Timeline:

- Terms of Reference and Technical Specifications: within 15 working days following the activation of the conditional tranche.
- Technical Evaluation Report of Bids: within 7 working days after the bid submission deadline.
- Commissioning Report: within 10 working days after the receipt of equipment.

5.4 Deliverables and Language

All deliverables will be submitted to Enabel for review. The consultant will have up to 5 working days to incorporate comments and submit the final version of each deliverable.

The working language for fieldwork and stakeholder engagement must include Portuguese, ensured by at least one key expert.

The language of each deliverable (English, Portuguese, or both) will be agreed with Enabel during Phase 1.

5.5 Intellectual Property, Data and Confidentiality

All deliverables, reports, data, georeferenced datasets, acoustic models, maps, designs and other materials produced under this contract become the exclusive property of Enabel and INGD upon payment. Enabel may use, reproduce, modify, translate, publish and distribute them, in whole or in part, without further authorisation or compensation; the corresponding copyright remuneration is deemed included in the lump-sum fee.

Geospatial and modelling outputs shall be delivered in open, reusable formats (e.g. shapefile or GeoPackage for GIS data, with metadata; editable source files and model parameters for acoustic analyses) in addition to any PDF or report format, so that Enabel and its partners can reuse them for procurement, replication and scale-up.

The consultant warrants that the deliverables are original and do not infringe any third-party intellectual property rights. Where third-party or licensed material is used, the consultant shall ensure that Enabel obtains the rights necessary to use the deliverables for the purposes above.

The consultant shall treat all information obtained in the course of the assignment as confidential and shall not use or disclose it for any purpose other than this contract without Enabel's prior written consent.

5.6 Estimated Workload

The "man-days" indicated below are estimates. The selected contractor is responsible for proposing a detailed work plan and team allocation sufficient to deliver all activities and outputs. Total remuneration will be a lump-sum fee covering all services and deliverables.

Phase	Home-based	Field work	Total man-days
Firm tranche			
Phase 1	10	0	10
Phase 2	10	33	43
Subtotal	**20**	**33**	**53**
Conditional tranche			
Phase 3	13	2	15
Subtotal	**13**	**2**	**15**
TOTAL	**30**	**35**	**68**

5.7 Financial Proposal

By submitting a tender, the tenderer commits to performing this public contract in full conformity with the Tender Specifications and explicitly accepts all conditions therein, waiving any conflicting general conditions of sale.

Unit prices

Phases	Unit price (EUR, excl. VAT)
Firm Tranche	
Phase 1	
Phase 2	
Conditional Tranche	
Phase 3	
VAT rate/ Withholding tax	
Total price excluding VAT	
Total price including VAT	

5.8 Payments

The financial proposal must cover all costs required to deliver the contract, whether explicitly listed or not. No additional payments will be made for items not clearly identified in the financial proposal.

The service provider should consider especially the following costs:

- Fees;
- Insurances, visas, communication expenses;
- International and local travel costs;
- Per diems and accommodation costs;
- Administrative and secretarial costs;
- The cost of documentation related to the services and possibly required by the contracting authority;
- The production and delivery of documents or pieces related to the execution of the services;
- Reception costs;
- All expenses, personnel costs, and material costs necessary for the execution of this contract;
- Remuneration as copyright fees;
- Purchase or rental from third parties of services necessary for the execution of the contract;
- Communication expenses (including internet);
- all costs and expenses of personnel or material necessary for the execution of this contract, remuneration as copyright fees, purchase or rental from third parties of services necessary for the execution of the contract.

Notes:

- Costs related to the participation of institutional partner representatives (e.g. INGD technicians) in field missions must not be included; these will be covered directly by Enabel.
- Costs related to the organisation of workshops (venue, catering), if required, will be covered directly by Enabel, based on ToR shared by the consulting firm.

5.9 Schedule of Payments

Payments will be made by phase, upon submission and formal approval of the corresponding deliverables, as defined in Section **5.3 Methodology.**

Instalments	Amount	Conditionality
Phase 1	Submitted amount for phase 1	Completion and approval of all Phase 1 deliverables
Phase 2	Submitted amount for phase 2	Completion and approval of all Phase 2 deliverables
Phase 3	Submitted amount for phase 3	Activation of conditional tranche and approval of Phase 3 deliverables

Notes:

No payment is made without prior approval of the relevant deliverables;

The conditional tranche is only paid if formally activated by Enabel and the corresponding deliverables are approved.

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the service provider may wish to subcontract.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

(a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);

(b) List of subcontractors (see clause 2 of chapter 8 Forms);

(c) Tender form - Prices (clause 3 of chapter 8 Forms)

(d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);

(e) Certificate of payment of social contributions;

(f) Certificate of payment of taxes;

(g) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);

(h) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);

(i) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;

(j) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

(k) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);

(l) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

8 FORMS

1. IDENTIFICATION FORM

Enabel

Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME *As indicated on the official document.*	
COMMERCIAL NAME *(if different from official name)*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
TYPE OF ORGANISATION *(Delete as appropriate)*	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
TELEPHONE NUMBER	
REPRESENTED BY: NAME AND SIGNATURE	
E-MAIL	

2. LIST OF SUBCONTRACTORS

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

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged *(if applicable)*	Other entity within the meaning of paragraph 1er of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and professional aptitude criteria, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

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

Financial Identification

BANKING DETAILS	
ACCOUNT NAME [2]	
IBAN/ACCOUNT NUMBER[3]	
NIB	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS OF BANK BRANCH		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		
ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		
SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)	

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 of 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:

Assinatura precedida da menção «lido e aprovado», por escrito, e indicação do nome e cargo da pessoa que assina:

Place, date

3. TENDER FORM - PRICES

Location	Phases	Unit price (EUR, excl. VAT)
Nampula (Mossuril, Angoche and Larde)	Firm Tranche	
	Phase 1	EUR
	Phase 2	EUR
	Conditional Tranche	
	Phase 3	EUR
VAT rate / withholding tax if applicable		
Total excluding VAT		EUR
Total including VAT		EUR

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**

a. Participation in a criminal organization;

b. Corruption;

c. Fraud;

d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;

e. Money laundering or terrorism financing;

f. Child labor and other forms of trafficking in human beings;

g. Employment of third-country nationals in illegal residence;

h. Creation of offshore companies.

☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**

a. Breach of Enabel's policy on sexual exploitation and abuse;

b. Breach of Enabel's policy on fraud and corruption risk management;

c. Violation of local legislation concerning sexual harassment at work;

d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;

e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**

☐ **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**

☐ **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

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

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