

REQUEST FOR PRICE

1. PROJECT			
NAME OF THE PROJECT:		Portifolio – Climate Resilience & Energy Transition	
CODE OF THE PROJECT:		MOZ22005	
2. OBJET OF TI	HE REQUEST		
CONTRACT TITLE:		Design Review, Procurement preparation and selection, and Supervision of works for three Automatic Weather Station	
REFERENCE:		MOZ22005-10046	
DATE OF THE RE	QUEST:	12/06/2024	
3. GENERAL IN	IPLEMENTAT	TION INFORMATION	
IMPLEMENTATIO	ON PERIOD:	The contract starts upon award notification and expires at the final acceptance	
PERFORMANCE A	ADDRESS:	Maputo, Mozambique	
		CYTRYN, Stéphane	
CONTRACT MANA	AGER:	Program Manager Multi-Stakeholder Approach to Climate Resilience	
PAYMENT:	Advance payment: The successful bidder is allowed to submit invoice for advance corresponding to 10% of the amount of the firm portion of the contract after awarding the contract, and another 10% of the amount of the conditional portion of the contract after awarding the conditional execution of the contract. Phase 1.1: The successful bidder will submit invoice upon completion of phase 1. Phase 1.2: The successful bidder will submit invoices monthly in accordance with the construction progress scheme. Invoicing can only take place after certification and validation by the contracting authority of the construction progress achieved. Payment will be carried out after verification of the progress made. Phase 2.1: The successful bidder will submit invoice upon completion of phase 1.		

<u>Phase 2.2</u>: The successful bidder will submit invoices monthly in accordance with the construction progress scheme. Invoicing can only take place after certification and validation by the contracting authority of the construction progress achieved. Payment will be carried out after verification of the progress made.

Invoice(s) will mention the name of the project "Design Review, Procurement preparation and selection, and Supervision of works for three Automatic Weather Station

", the reference "MOZ22005-10046" and "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)".

The invoice will be submitted to Ms. Teresa Da Cruz, Enabel in Mozambique, Av. Kenneth Kaunda, 264, Maputo, Mozambique.

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

Price determination

All prices given in the tender form must obligatorily be quoted for the firm and the conditional in euro.

Firm portion:

Phase 1.1 – Preparation – Lump sum price

Phase 1.2 – Supervision – Lump sum price = percentage fee based on the amount of the works of first station (current estimation of 39.000 Euro including VAT).

Conditional portion:

Phase 2.1 – Preparation – Lump sum price

Phase 2.2 – Supervision – Lump sum price = percentage fee based on the amount of the works of the second and third stations (current estimation of 78.000 Euros including VAT for both).

According to Art. 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit involving any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

Elements included in the price

The contractor is deemed to have included in his unit and global prices any charges and taxes generally applied to services, **withholding tax includes**, with the exception of VAT (value-added tax) for the total services, which must be mentioned in a separate line (see Price form) namely.

Fees, per diems, travel costs, accommodation costs, insurance costs, visa costs, security costs, communication costs (including the internet),

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administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

4. Instructions to tenderers			
QUESTIONS PRIOR TO SUBMISSION OF TENDERS:		Any questions regarding the tender should be emailed to Mr. Celio Jone, Public Procurement Officer celio.jone@enabel.be	
DATE:		19/06/2024 at 12h at latest	
SUBMISSION OF TENDERS: PLACE:		Tenderers may submit their offers electronically to Mailbox Procurement MOZ's electronic address at tendersmoz@enabel.be. The offer should be submitted in pdf format. Please note that if the file and email size exceed 35MB (maximum size that can be received by the Enabel Exchange server), the tenderer should send the files in different emails (a partial submission).	
VALIDITY PERIO	D OF TENDERS:	30 calendar days	
SELECTION CRITERIA		Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated. In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in point 6 "Forms", namely the following: Financial capacity The tenderer attaches to his offer a declaration on his honor in which he declares to have achieved a turnover of more than 50.000 € for each of the last three years (2021, 2022 and 2023).	

Technical capacity

3 main References

The tenderer attaches to his offer certificates of good performance of 3 similar services with similar amount that the tenderer bid, performed in the last three years.

<u>Team</u>

The Tenderer attaches to his bid the cv's of the members of a team of professionals who have proven their experience and skills, at least the profiles bellow which meet following requirements:

No	Personnel	Minimum qualifications
1.	Team Leader/Project Manager (Architect)	Degree in Architecture. 10 year experience in building structural work. Should have car out projects of similar magnitute the public sector in East Ampreferably in Mozambique
2.	Engineer or professional technician	University degree (Electrical mechanical Engineering) and minimum of 7 years of experient field and renewable energy
3.	Works supervisor	University or professional de with a minimum 7 years experience in building structural work. The expert shave carried out projects of sin magnitude.

Note: this team composition is the minimum required. The bidder can add any relevant team member to this list, with justification. Some team members could play multiple roles as long as they cumulate the minimum requirements of each role listed here.

For the conditional portion, as two stations will be built at the same time, it is required to have two construction site supervisors.

In accordance with Article 76 of the Royal Decree of April 18, 2017, on the award of public contracts in the traditional sectors, the contracting authority verifies the regularity of bids. Only regular bids will be taken into consideration and evaluated against the award criteria.

The tender will be awarded to bidders who have not been excluded and who meet the qualitative selection criteria. Tenders will be ranked according to the following criteria:

Award criteria (100 Points)

AWARD CRITERIA:

Financial offer: 40 points

To compare the offers with regard to the price criteria, Enabel will be based on sum of the two-unit prices given by the tenderer (form 6.2) for the two following items:

Firm portion:

- Phase 1.1 preparation
- Phase 1.2 supervision

Conditional portion:

- Phase 2.1 preparation
- Phase 2.2 supervision

The bids will be noted on basis of a rule of three.

Technical offer: 60 points

The tenderer has to join to his bid a technical bid of maximum 15 pages that describes the following three aspects:

1.1 Understanding the terms of reference (15 points)

1.2 Consistency and clarity of the proposed methodology for this criterion, the tenderer must ensure that all aspects of the assignment are covered by the proposed approach. Its approach must make it possible to achieve the targeted objectives. (30 points) (see part 5 Terms of References)

5. TEN	5. TENDER DOCUMENTS			
N°	TITLE	ANNEX N°		
1.	Tender form	Annex 1*		
2.	Financial Proposal	Annex 2*		
3.	Contractual Disposition	Annex 3*		
4.	Terms of Reference	Annex 4*		

^{*} To be included in the proposal, the notification and these documents consisting of the full contract agreement.

ANNEX 1. TENDER FORM

Contract title:	Design Review, Procurement preparation and selection, and Supervision of works for three Automatic Weather Station
REFERENCE:	MOZ22005-10046

IDENTIFICATION OF THE TENDERER	
NAME OF THE COMPANY / LEGAL FORM:	
DOMICILE / REGISTERED OFFICE:	
REGISTRATION NUMBER:	
REPRESENTED BY (NAME):	
FUNCTION:	
Tel:	
E-MAIL:	
ACCOUNT NUMBER FOR PAYMENTS:	
FINANCIAL INSTITUTION:	

By submitting this tender, the tenderer declares renouncing his own (sales) conditions and commits to performing this public contract in conformity with the provisions of the specific purchase conditions attached and for the prices offered. The tenderer declares on honour the following:

- He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity: 1° Participation in a criminal organisation; 2° Corruption; 3° Fraud; 4° Terrorist offenses or offenses related to terrorist activities; 5° Money laundering or terrorist financing; 6° Child labour and other forms of trafficking in human beings; 7° Occupation of third-country nationals who are unlawfully staying within the meaning;
- He is in order with payment of social security and taxes in accordance with the legislation of the country where he has his registered office;
- Neither members of administration or staff members, or any person or legal person who the tenderer has concluded an agreement with in view of performing the 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 firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

DATE:	
AUTHORIZED SIGNATURE:	

ANNEX 2. FINANCIAL PROPOSAL

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

Phase	Item No.	Description of Work	Unit	Quantity	Total in Euro Excluding VAT
Phase 1	1.1	Preparation of the construction works	Lumpsum	1	
	1.2	Supervision of the construction works and supplies	Lumpsum (based on percentage of infrastructure construction cost)	1	
			Total Firm Portion	n – Phase 1	
Phase 2	2.1	Preparation of the construction works	Lumpsum		
	2.2	Supervision of the construction works and supplies	Lumpsum (based on percentage of infrastructure construction cost)		
	Total Conditional Portion – Phase 2				
TOTAL	•				

All prices in the tender are given in Euros (\mathfrak{C}) or Mozambican Meticais (MZN). Prices given are exclusive of VAT.

To enable a comparison of prices, offers submitted in currency other than EUR, will be converted to EUR using the exchange rate of the date of submission of tenders as published on http://www.oanda.com/currency/converter

DATE:	
AUTHORIZED SIGNATURE:	

ANNEX 3: CONTRACTUAL DISPOSITIONS

Acceptance of the order

Any remark or dispute of the contractor about an order must be formulated in writing within 8 calendar days after the reception of the order. By default, the order is considered accepted. In case there is a remark or dispute formulated in the above-mentioned form and within the above-mentioned deadline, the contracting authority reserves the right to cancel the order with a simple written notification. Annulation does not entitle to any form of indemnity. The acceptance of the order implies the acceptance of all related conditions, including these Specific Purchase Conditions. The sales conditions of the contractor do NOT apply to the order even if the acceptance refers to them. Moreover, the acceptance of an order supposes that the contractor undertakes to supply possible spare parts for the whole planned period of use of the goods delivered. The fact, for the contracting authority, not to have one of these specific conditions respected during the performance of the order does not mean that it has renounced to that condition.

Price

Both unit and global prices are given in the currency mentioned in the tender forms. Except for VAT, these prices include all costs, taxes, duties and contributions of any kind, and namely:

- The costs for (un)packaging, (un)loading, transportation, insurance, customs clearance, delivery and unloading at the place of delivery, unless explicitly mentioned otherwise, the costs for documentation relating to the supply which may be demanded by the contracting authority, the costs for assembly and commissioning, the costs for necessary training. All prices are DDP (Delivered Duty Paid) Incoterms 2010 International Chamber of Commerce http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules.
- Fees, the per diems, accommodation costs, international travel costs, insurance costs, visa costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the reception costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract. Costs for any possible intellectual property rights.

If this contract is a lump sum price contract, the global price covers the whole performance of the contract or each of its items. The total contract price remains fixed irrespective of the actual quantities provided. If this contract is a price scheduled contract, only the unit prices are lump-sum prices. The contractor is deemed to have included in his unit prices all the charges of any kind normally applied to works/supplies/services, with the exception of VAT. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract. Unless contrary provisions have been agreed upon in writing and by mutual agreement, the fixed prices may in no case be increased, not for a later cost of raw material, nor by applying a clause referring to price indexation, nor for any other reason whatsoever.

Delivery / Performance modalities

The delivery/performance deadlines agreed as well as the instructions about the delivery/performance address must be strictly observed. Any delivery must be accompanied by a delivery note mentioning the name of the contractor, the contract reference and the reference of the order form, the content of the package (nature of the goods and quantity), the information required by the regulations as well as all related certificates and documents. Any exceeding of the delivery date specified for the goods, services and/or related documents or the given dates for the performance of the works, and this for whatever reason, shall result as of right and by the expiry of the deadline in the application of a fine for late performance of 0.07% of the amount of the order per commenced week of delay. This fine is limited to a maximum of 20% of the total amount of the order. A lump sum amount of € 250, for administrative costs, is also applicable for the same reasons. Moreover, the contracting authority reserves the right to possibly cancel the order and to turn to another tenderer. Any possible extra cost shall be borne by the defaulting tenderer. Any costs for removing, transferring, forwarding and more in general any costs run by the contracting authority that can be charged to the defaulting contractor, are to be paid by it and are deducted from the amounts being owed to it.

Refusal and Acceptance of supplies and services, provisional acceptance

The contractor provides only goods and services that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the contractor knows or at least should know. Acceptance (provisional acceptance) only takes place after the complete verification by the contracting authority of the conformity of the goods and services delivered. The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the materials, does consequently only count as evidence of taking possession and does not concern the acceptance of the materials. Acceptance on the premises of the contracting authority or, otherwise, on site, counts as full provisional acceptance. Acceptance implies the transfer of ownership and of risks of damage and loss. In case of full or partial refusal of a delivery, the contractor is bound to take back, at its own costs and risks, the products refused. The contracting authority may ask the contractor to supply goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

Warranty – final acceptance for supplies and services

In addition to the legal guarantee against hidden defects, the products are guaranteed for (one) 1 year from the date of commissioning. During that time, at its own expense, the contractor repairs or replaces, as the contracting authority prefers, any defect, shortcomings and nonconformity found, and reimburses the contracting authority for any damage sustained as a direct or indirect result by itself or third parties. A new guarantee period of (one) 1 year applies to repairs and goods or services delivered as a replacement. Final acceptance occurs after the guarantee period.

Technical acceptance, acceptances and guarantee for works

A warranty of one (1) year is applicable on works done. It starts upon provisional acceptance.

Security

Any performance of a contract must meet the provisions of the Law of 4 August 1996 on the welfare of workers in the performance of their work, the general regulations for the protection of employment, the Codex about welfare in the workplace, and their executive arrests. The operations performed by the staff of the contractor when performing a contract are under the exclusive responsibility of the contractor. This responsibility includes any breach of the legal or regulatory prescriptions with regards to prevention and protection in the workplace.

Subcontracting and cession

Contractors may, under their sole responsibility, call upon subcontractors for certain components of the contract. Subcontracting is under the sole responsibility of the contractor and does in no way discharge the contractor of performance obligations under the contract vis-à-vis the contracting authority, which recognizes no legal relation with subcontracting third parties. One contracting party may not cede its rights and relinquish its obligations resulting from the order to a third party, without having obtained in advance the written approval of the other party. Any cession requires the signing of an amendment to the existing contract.

Invoicing and payment

Invoices are submitted in duplicate (two copies) and mention the reference numbers and the date of the order form, the description of the goods or services delivered or of the works done with for each item the quantities as well as the unit prices and global prices exclusive and inclusive of VAT. For works, two copies of the technical acceptance report and of the provisional acceptance report and/or a copy of the works logbook must be attached to the invoices. Invoices in due form and not disputed are paid within 30 calendar days after reception of the invoice.

Responsibilities

The contractor shall bear all risks related to the performance of the contract. The contractor is liable to the contracting authority for any damage of any kind sustained by the contracting authority due to the non-respect of its obligations by the contractor. In this respect, the contractor also covers the contacting authority against any third party claims.

Insurance

The contractor is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of the contract, especially insurance covering "civil liability", "work accidents and "transport-related risks", and this for the whole period of the mission. The policies to be taken out by the contractor must stipulate that no changes or termination of the policy or no suspension of the coverage may be applied without the insurer informing the contracting authority of this measure at least one month in advance. The contractor will send the contracting authority, upon simple demand, a copy of proof of regular payment of the premiums that are borne by it.

Intellectual property rights

The contractor must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered. The contractor must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, in so far as the contractor supervises its defence and negotiations with a view to an amicable settlement. The contractor undertakes, either to obtain the right for the contracting authority to use the products concerned, or to modify or replace the products, at its cost, in order to put an end to any imitation, albeit without altering the fundamental specifications of the products. The acquisition price of any patent rights and any other intellectual property rights, as well as the royalties owed for the exploitation licence of the patent and any other royalties are borne by the contractor, regardless whether their existence was mentioned or not in the contract documents. The service provider integrally, definitively and exclusively and without any financial compensation cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the works that are protected by author rights.

Obligation of confidentiality

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the contractor gets hold of through this order remain the property of the contracting authority. The contractor undertakes to:

- Keep confidential any information received and not to transfer it to a third party without the preliminary written permission of the contracting authority;
- Use the information received only for the purpose of the order;
- Communicate information received only to staff members who need it for the order;
- Send back information received and any possible copies upon simple demand to the contracting authority.

This obligation of confidentiality applies for the whole duration of the order, and, except if there is a different agreement, continues for a period of two years, starting on the due date of the order.

VAT exemption

For deliveries, Enabel is exempted from paying VAT for the goods purchased in view of using them in the countries outside the European Community for the execution of its development tasks in these countries. For services, the place of the performance of the services is determining. In principle it is the place where the service provider has established the office of its economic activity or a fixed institution where the service is performed. If the service provider has no such office or fixed institution, its domicile or its usual fixed residence is determining. When the service provider is outside a country of the European Community, Enabel is subject to the fiscal regime of the country and not to the Belgian VAT obligation. This only applies for certain services (Art. 21§3, 7°, a) to l) of the VAT Law).

Litigation

Only Belgian law applies. Any litigation about the order and these Specific Purchase Conditions are the exclusive competence of the Brussels Courts.

ANNEX 4: TERMS OF REFERENCE



Subject of the invitation to tender

Public services contract for Design Review, Procurement preparation and selection, and Supervision of works for three Automatic Weather Station

Context

Mozambique is one of the most vulnerable African countries to disasters (10th worldwide), due in particular to its geographical location and level of poverty. In the last 30 years, at least 14% of the population has been affected by droughts, floods or tropical storms and more than half of those disaster events (53%) occurred in the last two decades. The high frequency, alternation and intensity of extreme natural events, aggravated by climate change, have come to constitute a major threat to national development efforts, as they act as an obstacle to the acceleration of economic growth and tend to erode the gains already achieved.

Half of the countries globally including Mozambique do not have adequate early warning systems. On one hand very few have regulatory frameworks to link early warnings to emergency plans and on the other, the geographical coverage of climatological and hydrological stations is not adequate. Early warning systems are widely regarded as the "low-hanging fruit" because they are a relatively cheap and effective way of protecting people and assets from hazards:

- Early Warning Systems provide more than a tenfold return on investment.
- Just 24 hours' notice of an impending hazardous event can cut the ensuing damage by 30 per cent.

The government of Mozambique, aware of the need to expand the climate monitoring network, developed the initiative "One District, One Meteorological Station", which aims to strengthen the capacity to monitor and forecast the weather and contribute to the reduction of losses and damages and contribute to socio-economic development.

The construction work of three automatic weather stations building falls within Enabel's Portfolio 2023-2028, within result 2 of intervention 1 on Loss and Damage and intervention 3, Debt for Climate Swap, that share the same outcome: " *The Government of Mozambique, local authorities, communities and civil society are strengthened to design, resource and implement evidence-based, climate-resilient and low-carbon oriented plans and budgets, with a focus on anticipating risks of loss and damage.*"

The Automatic Weather Stations will be installed in 3 provinces namely:

- First (firm portion): Gaza (Xai Xai city, coordinates 25°01'59.25" S 33°37'35.91"E)
- Second and Third (conditional portion): Zambézia (Mopeia district, coordinates 17°58′53.23″S 35°42′38.71″E) and Nampula (Moma District, coordinates 16°45′51.95″S 39°13′17.21″E

Those Automatic Weather Stations consist of:

A small building occupying an area of 35.75 square meters, with a single floor, containing an office, one (1) kitchen, one (1) general toilet, a ladder; a terrace. Include fencing the yard with tube and shark net.

The masonry will be made of perforated blocks, framed in reinforced concrete pillars and beams, with the structure supported by shallow foundations.

Detailed information can be found in the attached "Automatic Weather Station Description Document".

Key Assignments

Reporting requirements

The Service provider will be expected to consult the Contracting authority and agree on the standards reporting formats to make sure they are appropriate and useful for monitoring and measuring project progress. The Service provider shall prepare the following project planning and progress reports 1 original and 1 hard copy and 1 electronic copy (NB: all copies to be of the same quality as the original i.e. colour, visibility, page arrangement/ orientation, etc.).

Table 6-1: Reporting Requirements Sub-Phase 1

Report	Estimated timing	Description
Procurement documents	14 days after award notification	See list mentioned above for sub-phase 1.1, including prospection
Evaluation of bidders' offers	25 days after procurement publication	An evaluation report of the offers with Enabel evaluation grid completed and justifications.

Table 6-2: Reporting Requirements Sub-Phase 2

Report	Estimated timing	Description
Report on Mobilization of Contractor	2 weeks after commencement of the works contract	Availability of contractor's camp, personnel, equipment; review of Contractors' work programme and insurances and Engineer's facilities.
Project Control Plan	3 weeks after commencement of services	Define all quality and performance controls for the assignment
Monthly Progress	Monthly	Concise summary of progress on key activities in the previous month; planned activities for coming month; identify critical issues to be addressed and

Report	Estimated	Description
Keport	timing	Description
Reports		report against Log Frame indicators.
		Will also include:
		Updated project cost estimates with justification for any significant differences with the original contract amount
		 Graphical presentation and written comments against original and agreed modified works schedules.
		• Status of any outstanding claims by the contractor(s)
		Comments on important technical problems encountered.
		Approvals on contractual and technical matters required
Draft Completion Report	4 weeks after Taking Over of Works	Comparison of actual versus original activities, inputs, costs with reasons. Key issues raised and addressed during the assignment. Evaluation of performance against log frame indicators. Key issues raised and addressed during the assignment. Evaluation of performance against LogFrame indicators. Outstanding issues. Recommendations to PM on how to improve service provision.
Mid Defects Liability Period Reports for Works and Supplies	Minimum once during DLP	Semestrial update on completion of outstanding works/supplies and rectification of defects.
Final Completion Report and Asbuilt Drawings	4 weeks after Defects Liability Period	Project costs with justifications for any significant differences' vs the original contract amount Graphical presentation and final account on works' progress against original and agreed modified works schedules statement of past claims and assessment of outstanding claims by the contractor. Final Report on important technical problems encountered and their solutions. Type, quality, quantities and sources of materials used in the works.

Report	Estimated timing	Description	
		As-built drawings indicating locations of works sub- components and installations.	
		Report to include technical problems encountered, their solutions, lessons learnt and recommendations for future projects	

Formats

Drawings and schedules shall be on A1-A2-A3 paper size, according to the scales indicated above. Reports shall be on A4 paper size, with schedules on A3. Electronic copies shall be direct to PDF and dwg (for drawings), Microsoft Excel for Bills of Quantities and Ms word 2007/2010 (for narrative reports and tender documents).

Expected results

Expected outputs

The service provider will prepare and submit specific stage reports and documents to the satisfaction of the project management team. The content of the reports will be guided by the scope shown in these terms of reference and further details provided to the service provider after the contract signature date. Reports shall be written in English or Portuguese. The metric system will be used, and the International Organization for Standardization (ISO) codes applied.

The service provider shall have sole responsibility for all the information gathered and conclusions presented in the reports. The service provider will consider all comments from the contracting authority parties regarding each stage submission and modify submitted reports accordingly.

Submitted report should include

Both for Phases 1 and Phases 2 (firm and conditional portions)

	Sub-phase 1 – Preparation for construction of an Automatic Weather Station			
•	No objections of the relevant authorities for services	1		
•	Location plans (scale 1:2500); site plans (scale1:500; 1:1000)			
•	Facility blocks plans (Scale 1:200)			
•	Architectural floor plans, sections, and elevations (scale1:100)			
•	Architectural and external works details (Scale1:10; 1:20;1:50)			
•	Services drawings-electrical/mechanical/communication (scale 1:100)			
•	Furniture/equipment details (scale 1/20/50)			
•	Revised Bills of Quantities for the works			

- Cost estimates
- Revised Technical specifications, compliance sheets and lists of quantities for supplies
- ToR and annexes for procurement
- Prospection of potential bidders/contractors for works
- Evaluation of bidders' offers

Sub-phase 2 – Supervision of Works and Related Supplies Contracts (in case works and supplies are not being executed simultaneously, the following outputs are separate per site or per works or supplies contract)

Meeting Minutes

2A

- Minutes of all technical meetings held at each site, including technical handover meetings, weekly site meetings (between Works Supervisor and contractor), monthly site meetings, technical commissioning, etc. (circulated to all participants)
- Minutes of management meetings called for any specific issue regarding the execution of works or the supplies of goods

Monthly Progress & Financial Reports for Works and Supplies

A narrative explanatory report covering works and supplies (if any):

- Brief overview of the site
- Progress in relation to the contractor's work plans, including issued instructions.
- Financial appraisal including summary of payments, variation costs, and contract cost status etc.
- Meeting minutes and progress photographs for the month

Practical Provisional Completion Reports for Works and Supplies

A narrative explanatory report submission covering works and supplies (if any):

- All elements noted in the above reporting category.
- Agreed snag list of outstanding/ defective works to be completed and rectified during the Defects Liability Period
- Copies of site handover certificates signed by the contractor, service provider and the contracting authority user.
- Reports on required user trainings for the works and supplies.
- Copies of provisional Acceptance Certificates

Progress with obtaining occupational permits

Reports for Supplies

A narrative explanatory report submission covering supplies:

- Sample inspection reports and approvals
- Pre-delivery inspection reports and approvals
- Delivery inspection reports and approvals
- Installation and training reports

Mid Defects Liability Period Reports for Works and Supplies

A narrative explanatory report submission covering works and supplies (if any):

- Progress with rectification of listed/ emergent snags.
- Updated reports on required user trainings for the works and supplies.
- Copies of occupational permits
- Draft operation and maintenance manuals
- Feedback from users in terms of management and in terms of Operation and Maintenance, both for works and supplies

Final Completion Reports for Works and Supplies

A narrative explanatory report submission covering works and supplies:

- Project and consultancy background
- Degree of fulfilment of the consultancy TOR
- Financial report including all payments, variations, and contract cost status, final accounts, etc.
- Report on rectification of listed/ emergent snags.
- Copies of final Acceptance Certificates
- Final Operation and Maintenance manuals, plus as built drawings.
- Final supply reports, including installation and training.
- Final Operation and Maintenance manuals for supplies

Deliverables

Both for Phases 1 and Phases 2 (firm and conditional portions)

Project phase	Sub-Phases	Activity/Deliverable	Estimated time
	Sub-phase 1	Review and adjust detailed location, site and block plans/sections including all services and external works.	7 days from the award *
Phase 1		Review and adjust existing architectural and engineering drawings for the works (including	14 days from the award *

2B

		floor plans, sections, elevations, 3D drawings, working details and finishes/ fittings schedules) and the Structure Design Report.	
		Review and adjust existing Bill of quantities with respect to the Assessed Engineering Estimate and make cost estimates.	14 days from the award *
		Prospection of potential bidders/contractors	14 days from the award *
		Evaluation of bidders' offers	25 days after Procurement Publication
	Sub-phase 2	Phase 2: Supervision of Works and Related Supplies Contracts	After Final Acceptance
		Monthly Progress & Financial Reports for Works & Supplies	
		Practical Provisional Completion Reports for Works & Supplies	
		Mid Defects Liability Period Reports for Works and Supplies	
		Final completion Reports for works and supplies	
	Sub-phase 1	Review documents prepared in phase 1 and adjust based on lessons learned from phase 1	7 days from the award of conditional portion *
		Prospection of potential bidders/contractors	7 days from the award of conditional portion *
Al.		Evaluation of bidders' offers	25 days from Procurement Publication *
Phase 2	Sub-phase 2	Phase 2: Supervision of Works and Related Supplies	After Final Acceptance

Contracts	
Monthly Progress & Financial Reports for Works & Supplies	
Practical Provisional Completion Reports for Works & Supplies	
Mid Defects Liability Period Reports for Works and Supplies	
Final completion Reports for works and supplies	

^{*}Including contracting authority reviews and approval

Methodology

The objectives of the consultancy services is:

Phase 1 - Firm portion - First Automatic Weather Station - Province of Gaza - 2024

Phase 1.1: Preparation of Works and Supplies

Length: should last maximum two months from awarding notification.

Major activities include:

- (a) Check existing documents, including first draft of technical proposal (ToR), of the public tender for the construction of an automatic weather station.
- (b) Based on existing documents, finalise the technical proposal with all necessary informations and documents for publishing the public tender for the construction of the first automatic weather stations. Information and documents should include:
 - Detailed location
 - Review and complete the existing plans/sections, including external works
 - Review and complete the existing architectural and engineering drawings for the works (floor plans, sections, elevations, 3D drawings, working details and finishes/fittings schedules) and the Structure Design Report
 - Review and complete the existing Bill of Quantities with respect to the Assessed Engineering Estimate
 - Cost estimates
- (c) Ensure the prospection of qualified potential bidders/contractors for the execution of works in Gaza Province.
- (d) Support the evaluation of offers and the selection of the contractor for the construction of the first automatic weather station.

Phase 1.2: Supervision of Works and Supplies Sub-Phase 1.2.A - During Construction Stage

Length: should last around four months from awarding notification of works contractor.

Major activities include:

(a) Generally

(i) Supervision of the construction works and supplies, with a view of ensuring quality, time and cost control.

(b) Management and technical team

- (ii) Perform site inspections, fielding the required expertise at critical stages of execution of the works and supplies contracts.
- (iii) Arrange for site inspections at critical stages involving other members of the consultancy team and beneficiary institutions as appropriate.
- (iv) Advise the Contracting authority on measures being taken to avoid inherent delays.

(c) Works Supervisor:

- (i) Inspect site activities daily and confirm specified design and quality of the works; prepare and issue necessary remedial site instructions.
- (ii) Closely watch progress and timelines of planned construction, installation activities.
- (iii) Promptly report any negative happenings and anticipated problems/ delays on the site and actions taken.
- (iv) Participate in provisional handover inspections and preparations of snag lists or identified defects during the defect's liability period.
- (v) Participate in the final inspection and handover.

(d) General occupational health and safety on site:

(i) Depending on the activity on site, ensure that the site and persons are provided with safety measures including safety helmets, boots, gloves, goggles, guard rails, safety equipment, site signs and first aid equipment.

(e) Quality Control:

- (i) Ensure the works are implemented in compliance with the drawings and contract specifications.
- (ii) Ensure materials and workmanship in the works and supplies conform to the specifications.
- (iii) Approve, samples of materials, good, components and workmanship that require prior approval before purchase or installation including conducting of pre-supply inspecting and/or testing of samples and preparing of inspection reports.
- (iv) Approve work stages that require specific approvals before the works can proceed e.g. setting out, excavations, formwork, reinforcement, roof structures, etc.
- (v) Perform technical acceptance of supplies, including acceptance of installation and training related to supplies.

(f) Progress photographs and report:

The Service provider shall:

- (i) Prepare weekly progress photographs during the construction period.
- (ii) Mount the progress photographs at site and submit a copy of the photographs to the Contracting authority.
- (iii) Prepare a short monthly report incorporating the photographs and describing the progress achieved in the month and supported by an up-date of the construction programmed.

(g) Completion of construction and Take-Over by Contracting authority:

The construction stage will end, and the Works shall be taken over by the Contracting authority when the Works have been completed in accordance with the contract and the Taking-Over Certificate for the Works has been issued by the Service provider.

At the practical (substantial) completion date, the Service provider shall prepare the snags list and issue defects notification, test the works and installations, and start preparation of operating and maintenance manuals and as-built drawings.

The completed building and site shall be handed over to the Contracting authority within 7 (seven) days of the completion date. The Service provider shall coordinate and oversee these in accordance with the construction contract.

Sub-Phase 1.2.B - Post Construction Stage

Length: Lasts one year after competition of works (DLP)

(a) Rectification of defects:

The Service provider shall:

- (i) Carry out 2 detailed inspections of possible defects, one during and one at the end of the twelve-month defects' liability period.
- (ii) If necessary, conduct additional interim visits and inspections or testing during the defects liability period where remedial measures are necessary to ensure the safety or continued normal use of the buildings.
- (iii) Arrange follow-up meetings to confirm that remedial work has been fully completed.

(b) Completion Certificates:

The Service provider shall prepare and issue completion certificates, defects correction certificate and final payment certificate in accordance with the works contract and to signify full completion of the works.

(c) Final accounts:

The Service provider shall prepare two separate final accounts for the Contracting authority's approval as follows:

- (i) The final account for the construction contract prepared soon after issue of defects correction certificate and issued to all parties for agreement.
- (ii) The project final report, acceptance whereof will signify the end of the Service provider's assignment on the consultancy contract.

(d) Managing contract closure activities

In addition to the specific responsibilities set out in the Section Para (a) to (c) above, the Service provider shall manage contract closing activities as follows:

- (i) Establish and agree with the Contracting authority and document the criteria to be used for confirming completion of the contract (tasks finished, deliverables finished, testing completed, training requirements finished, equipment installed, tested, and operating, document manuals submitted, etc).
- (ii) Document and agree with the Contracting authority the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed.
- (iii) Identify the Contracting authority representatives to sign the project completion report, confirm the persons responsible for each step of the acceptance process, the post-contract support required and the persons responsible.
- (iv) Convene and hold a contract close-out meeting attended by the Contracting authority, stakeholders, end users and Contractors at which the completion report is among other items approved and signed off.
- (v) Carry out a post-contract evaluation of the works, achievements, the processes undertaken and the management of the contract and prepare and submit a final report.

Phase 2 – Conditional portion – Second and Third Automatic Weather Stations – Provinces of Nampula and Zambezia - 2025

Phase 2.1: Preparation of Works and Supplies

Length: should last maximum 7 weeks from awarding notification for conditional phase.

Major activities include:

- (a) Review of all procurement documents prepared in phase 1 and adjustments for Zambezia and Nampula contexts. Integrate updated based on lessons learned from phase 1.
- (b) Support the prospection of potential bidders/qualified contractors for the works in Zambezia and Nampula provinces.
- (c) Support the evaluation of offers and the selection of the contractor for the construction of the second and third automatic weather stations.

Phase 2.2: Supervision of Works and Supplies

In this phase, two weather stations, in two neighbour provinces, Nampula and Zambezia, will be

built simultaneously. The Service Provider will have to plan accordingly to ensure supervision in both sites simultaneously.

Beside this, all stages and tasks will be the same as the one listed in the firm portion for the construction of the first Automatic Weather Station. This includes sub-phase A – During Construction Stage and all (a) to (g) mentioned elements (around four months from awarding notification of works contractor); as well as sub-phase B - Post Construction Stage and all (a) to (d) mentioned elements (around one year after completion of works).

Workload and Personnel Requirements

Workload and Personnel Requirements

Personnel requirements and inputs

The nature of the assignment requires that the service provider shall assemble a well-qualified and experienced team of sufficient size and capacity. Specific expertise should be provided in **passive architecture sustainable sanitation, electricity, including renewable energy**. The key staff shall have university degrees in their respective disciplines, **corporate registrations** with respective professional bodies, practicing certificates, professional indemnity insurance and excellent track records on projects of similar nature.

The Service provider is free to organize his resources as he wishes around the key personnel.

The Service provider shall complete the Team Composition and Task Assignment in sufficient detail to ensure that all technical requirements fall under the responsibility of a named expert.

The tenderer shall submit CVs for all key experts in their proposed team. The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of Reference. If an expert does not meet the minimum requirements, the contracting authority reserves the right to reject entire tender.

Estimated Workload

The following table presents an estimation of the workload for the different phases and subphases considered in this tender. The bidder should evaluate the needs and propose the most suited proposition for the completion of all tasks required.

		Man/day		Man/month
Phase	Sub-Phase	Lead	Engineer	Works supervisor
1	1	8	1	0
1	2	12	8	6
2	1	5	0.5	0
2	2	20	14	12

References of similar services

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

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

For each of the projects listed, the tenderer must provide in his offer the **certificates of completion** (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.