



Tender documents Enabel in Mozambique
MOZ1503411-10045 of 23/02/2023

Public works contract for the “Design, supply, installation and commissioning of irrigation systems in Manica and Zambezia provinces”

Country: Mozambique

Table of contents

1	General point	5
1.1	Derogations from the General Implementing Rules	5
1.2	Contracting authority.....	5
1.3	Institutional framework of Enabel	5
1.4	Rules governing the public contract	6
1.5	Definitions.....	7
1.6	Processing of personal data by the contracting authority and confidentiality.....	8
1.7	Deontological obligations	8
1.8	Applicable law and competent courts	9
2	Subject-matter and scope of the public contract	10
2.1	Type of contract	10
2.2	Subject-matter of the public contract.....	10
2.3	Lots.....	10
2.4	Duration of the public contract.....	10
2.5	Variants	11
2.6	Option	11
2.7	Quantities.....	11
3	Procedure	12
3.1	Award procedure	12
3.2	Publication	12
3.3	Information	12
3.4	Tender	12
3.5	Submission of tenders.....	15
3.6	Change or withdrawal of a tender that has already been submitted.....	16
3.7	Opening of tenders	16
3.8	Selection of tenderers.....	16
3.9	Concluding the contract.....	19
4	Specific contractual provisions	21
4.1	Definitions (Art. 2).....	21
4.2	Usage of digital means (Art. 10).....	21
4.3	Managing official (Art. 11)	21
4.4	Subcontractors (Art. 12-15)	22
4.5	Confidentiality (Art. 18)	22
4.6	Personal data protection	23
4.7	Intellectual property (Art. 19 to 23).....	24
4.8	Insurance.....	24
4.9	Performance bond (Art. 25-33).....	24

4.10	Conformity of performance (Art. 34).....	26
4.11	Plans, documents and objects prepared by the contracting authority (Art. 35)	26
4.12	Basic and detailed plans and work plans prepared by the Contractor (Art. 36).....	26
4.13	Changes to the public contract (Art. 37 to 38/ 19 and 80)	28
4.14	Control and supervision of the public contract	30
4.15	Performance period (Art. 76).....	32
4.16	Provision of land (Art. 77)	32
4.17	Labour conditions (Art. 78)	32
4.18	Organisation of the construction site (Art. 79)	33
4.19	Means of control (Art. 82)	33
4.20	Works logbook (Art. 83).....	33
4.21	Liability of the building contractor (Art. 84)	34
4.22	Zero tolerance sexual exploitation and abuse	34
4.23	Means of action of the contracting authority (Art. 44-51 and 85-88)	34
4.24	Acceptance, guarantee and end of the public contract (Art. 64-65 and 91-92).....	37
4.25	Invoicing and payment of services (Art. 66 et seq and 95).....	39
4.26	Litigation (Art. 73)	39
4.27	Special conditions Design and Build.....	40
5	Technical specifications.....	43
5.1	Background	43
5.2	Description / specifications of equipment.....	44
5.3	Installation and commissioning	45
5.4	Training	45
5.5	After-sales service	46
6	Forms.....	47
6.1	Identification form	47
6.2	Financial identification.....	50
6.3	Declaration on honour – exclusion criteria.....	51
6.4	Integrity statement for the tenderers.....	53
6.5	Power of attorney	54
6.6	Certification of registration and / or legal status.....	54
6.7	Certification of clearance with regards to the payments of social security contributions	54
6.8	Certification of clearance with regards to the payments of applicable taxes	54
6.9	Extract from the criminal record.....	54
6.10	Certification of tenderer not in bankruptcy.....	54
6.11	List of the main similar works	55
6.12	Financial statement.....	56
6.13	Key experts.....	57
6.14	Subcontractors.....	58

6.15	Financial offer & tender form	59
6.16	Proof of site visit	63

1 General point

1.1 Derogations from the General Implementing Rules

Section 4, “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.6 “Performance bond (Art. 25-33)”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “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). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract, Enabel is represented by Ms. Laurence Janssens, Resident Representative of Enabel in Mozambique.

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

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

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: the Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the public contract

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

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

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

⁴ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

1.5 Definitions

The following definitions shall be used for the purposes of this contract:

- BDA: Belgian Public Tender bulletin
- Bill of quantities: The contract document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- Contractor / building contractor: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Litigation: Court action;
- OECD: Organisation for Economic Cooperation and Development;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the public contract.
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

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

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

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

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

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the

contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

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

1.8 Applicable law and competent courts

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

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

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

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter (see point 4.26 Litigation).

2 Subject-matter and scope of the public contract

2.1 Type of contract

This contract is a public works contract, having as its subject-matter:

Either the execution, or both the design and execution, of works related to one of the activities referred to in Annex I of the Law.

2.2 Subject-matter of the public contract

This public works contract consists of “Design, supply, installation and commissioning of irrigation systems in Manica and Zambezia provinces”, in conformity with the conditions of these tender documents.

2.3 Lots

The procurement contract has 3 lots, each of which is indivisible. The tenderer may submit a tender for one, several or all the lots. A tender for part of a lot is inadmissible.

The description of each lot is included in the Technical specification of these Tender Documents.

The description of each lot is included in section 5 of these tender documents.

The lots are:

- Lot 1: Design, supply installation and commissioning of six (6) irrigation systems in Manica province
- Lot 2: Design, supply, installation and commissioning of one (1) irrigation system in Manica province
- Lot 3: Design, supply, installation and commissioning of seven (7) irrigation systems in Zambezia province

Each lot is composed of 2 items:

- Item A: design, coordination and monitoring of works
- Item B: execution of the works

(see also 6.14 Financial offer & tender form)

When tendering for several lots, the tenderer may not offer discounts or better conditions in his tender in case these lots were to be awarded to him.

2.4 Duration of the public contract

For each lot, the contract begins upon award notification and has a duration of 90 calendar days, expiring after final acceptance in accordance with the Terms of Reference and the offer that may have been adapted during the negotiations (see point 4.15 “Performance period (Art. 147)”. The deadline for the delivery of the design itself will be 2 weeks.

The delay for review and final acceptance of the design will not count towards the performance period of 90 calendar days. The 90 days start counting after final acceptance of the design.

If a bidder wins several lots, the execution of the work must be carried out at the same time.

2.5 Variants

Required and authorised variants may not be submitted.

Free variants are not permitted.

Each tenderer may submit only one tender. Variants are forbidden.

2.6 Option

Required and authorised options may not be submitted.

Free options are not permitted.

2.7 Quantities

See Part 5 “Technical specifications” of this Specifications for more details.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 41 of the Law of 17 June 2016 via a Direct Negotiated Procedure with Prior Publication.

3.2 Publication

The contract notice is published on the Enabel website (www.enabel.be), in the Belgian Public Tender bulletin (BDA), and on the Organisation for Economic Cooperation and Development (OECD) website.

3.3 Information

The awarding of this contract is coordinated by Armando Panguene, Procurement Officer of Enabel in Mozambique. Throughout this procedure, all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

Until 20/03/2023 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Mr. Armando Panguene (armando.panguene@enabel.be) and they will be answered in the order received.

Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

To be able to submit a tender in full knowledge of the facts, the tenderer must organise a **compulsory site visit** at each of the farms of every Lot.

The tenderer is encouraged to send experienced and competent personnel for the site visit to inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works.

Proof of site visit (certificate) must be joined to the tender.

It must be noted that the site visits, per each Lot, is a mandatory requirement. Those tenderers, who do not provide proof of site visit performed, will be disqualified.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published on the Enabel website or that are sent to him by e-mail.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him from establishing his price or compare tenders, within 10 days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

The tenderer must use the tender form in annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

1. Identification forms;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderers;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - Copies of recent documents showing the legal status and place of registration of the tenderer (certificate of incorporation or registration...);
 - The document certifying that the tenderer is in order with the payment of social contributions;
 - The document certifying that the tenderer is in order with the payment of taxes;
 - An extract from the criminal record made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
 - The document certifying that the tenderer is not into bankruptcy.
7. Technical capacity: List of similar services;
8. Key experts;
9. List of subcontractors;
10. Financial offer & Tender form;
11. The price breakdown for the design, supply, installation and commissioning – Bill of Quantities;
12. Technical offer: Quality of the proposed methodology;
13. Proof (one per each Lot) of site visit performed. Stamps and signatures from representant of site is mandatorily requested.

The tender and the annexes to the tender form are drawn up in in English.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions.

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

3.4.2 Period the tender is valid

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

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.4.3 Determination of prices

All prices shall be given in EUR and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

To enable a comparison of prices, offers submitted in currency other than EUR, will be converted using the exchange rate of the date of submission of tenders, as published by OANDA (<https://www1.oanda.com/lang/en/currency/converter>).

This public contract is a mixed contract, meaning that the prices are fixed according to several of the modes:

- Item A. Design, coordination and monitoring of works is a lump-sum price item, which means that the total price of this item is a lump sum and covers all the services under this item.

The price paid for this item is a percentage of the total amount for the execution of the work. This % is fixed by the tenderer in his tender.

- Item B. Execution of the works is a price-schedule contract, which means that only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.

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

3.4.4 Elements included in the price

The tenderer is to include in his unit and global prices any charges and taxes generally applied to works, with the exception of the value-added tax (VAT).

In the unit and global prices for the contract for works any costs, measures and charges applied to the performance of the contract, namely:

1° Where applicable, the measures imposed by occupational safety and worker health legislation;

2° All the works and supplies duty delivery paid (DDP Incoterms 2020), such as bracing, sheet piling and drainage, necessary to prevent landslips and other damage and to remedy these if necessary;

3° The perfect preservation, possible shift and redeployment of cables and pipes which might be encountered during excavation, earthworks and dredging, provided that these achievements are not the legal responsibility of the owners of such cables and pipes;

4° Removal, within the confines of the excavations, earthworks and dredging which may be necessary for construction of the structure, of:

a) earth, mud and gravel, stones, rubble, riprap of any kind, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris and waste materials;

b) any rock regardless of size where the procurement documents state that the earthworks, excavation and dredging are to be carried out in land known to be rocky, and in the absence of this statement, any rock and any blocks of masonry or concrete the individual volume of which does not exceed half a cubic metre;

5° The transportation and removal of excavated material, either away from the property of the contracting authority, or to locations within the sites for re-use, or to designated dumping sites, in accordance with the requirements of the procurement documents;

6° All overheads, incidental expenses and maintenance costs during contractual performance and the warranty period;

7° Customs and excise duties;

8° Acceptance costs;

9° All the works which, by their nature, depend on or are associated with those described in the Contract documents;

10° Packaging (except if these remain the property of the Tenderer), costs of loading, trans-shipment and intermediate or final unloading, transport, transport insurance, unpacking and installation works –through one or more batches, packages, pallets, means of transport, etc;

11° Documentation pertaining to the delivery of the plant and materials and any documentation required by the competent authorities in any transit country or in the destination country, as well as the Contracting authority;

12° Assembly and taking into operation;

13° Training required for operation and maintenance.

In case the contract is extended, the unit prices mentioned in the contract apply.

3.5 Submission of tenders

The tender will be drawn up in **3 copies**, one of which will mention “**original**” and two of which will mention “**copy**”. **The “original” and one “copy” must be submitted on paper (hard copy)**. The second “copy” must be submitted in one or more PDF files on a USB stick. Without prejudice to any variants, each tenderer may only submit one tender per contract.

The tender and all accompanying documents have to be numbered and signed (**original hand-written signature**) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “**TENDER**”, the tender documents number (**MOZ1503411-10045**).

The tender must be received **before 10/04/2023 at 15:00**. It must be sent to:

**Enabel in Mozambique
Av. Kenneth Kaunda, 762
Maputo, Mozambique**

a) Either by mail (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

b) or hand delivered directly to the contracting authority against a signed and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 08:00 to 17:00 (Mozambican time).

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted (Art. 83 of the Royal Decree of 18 April 2017).

3.6 Change or withdrawal of a tender that has already been submitted

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

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

3.7 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 “Submission of tenders”. The tenders shall be opened behind closed doors.

3.8 Selection of tenderers

The tenderers’ attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet).

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.

3.8.1 Exclusion grounds and selection criteria

Exclusion grounds

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 “Declaration on honour – exclusion criteria”.

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

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

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

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:

- List of the **main similar works (min. 3) in the last five (5) 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 services. (**see point 6.11**)
- Economic and Financial Capacity: The tenderer must have achieved **an average annual turnover** of at least the minimum amount specified in Euros (or equivalent in national currency) in the table below for three consecutive accounting years within the last four years (2018, 2019 and 2020 or 2019, 2020 and 2021). Please provide a statement relating to the overall turnover achieved over the selected three financial years (**see point 6.12**)

The tenderer must also provide his approved financial statements for the three selected financial years within the last four years or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its financial statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do. In cases where the publication of financial statements is prescribed by the legislation of the country in which the operator is established and where these financial statements can be consulted via an electronic counter, then the tenderer can provide an extract of this statement. The tenderer shall provide an English glossary of relevant terms in the event the financial statements are not made out in English, French, Dutch or Portuguese.

The tenderer needs to satisfy the minimum thresholds, depending on the lots applied. Where a Tenderer applies for all lots, the sum of values must be considered. Please refer to the table below for the minimum financial thresholds for each lot.

No.	Description of Lot	Minimum average turnover (€)
1	Lot 1: Design, supply, installation and commissioning of six (6) irrigation systems in Manica province	50.000
2	Lot 2: Design, supply, installation and commissioning of one (1) irrigation system in Manica province	500.000
3	Lot 3: Design, supply, installation and commissioning of seven (7) irrigation system in Zambezia province	50.000

A tenderer may, if necessary and for a specific contract, submit the capacities of other entities, whatever the legal nature of the relations existing between himself and these entities. In that case, he must prove to the contracting authority that, for the performance of the contract, he shall have the necessary resources by presenting the commitment of these entities to make such resources available to the contractor. Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group's participants or those of other entities.

3.8.2 Overview of the procedure

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

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. With a 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 minimum requirements and 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.

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 best and final offer (BAFO).

Once negotiations are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer whose regular BAFO is the best value for money will be appointed the contractor for this contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.8.3 Award criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria per lot:

- Technical proposal: 60%

The criterion will count for 60 points in the evaluation and consists of two sub-criteria.

The sub-criteria will be evaluated on the basis of the documents, including both general information and information specific to a sub-criterion. The tenderer must include all necessary descriptive and summary notes of the following two sub-criteria in his tender:

No.	Sub-criteria for technical proposal		Points
1.	Qualifications and expertise (requirements: please refer to section 6.13)		40
	Specialist in irrigation, hydraulic or water management engineering or related area		10
	Specialist in electrical, mechanical or renewable energy engineering or related area		10
	Specialist in hydrology		10
	Specialist in land surveying		10
2.	Work plan & timetable of activities	A plan detailing the logistical capacity to deliver the works on schedule, the identification and timing of major milestones in executing the contract and the envisaged resources to be mobilised.	20
Total			60

- Price: 40%;

The points obtained for this criterion will be the sum of the points obtained for each of the sub-criteria.

With regards to the 'price' criterion, the following formula will be used:

Sub-criterion item A 20%

$$\text{Points tender X} = \frac{\text{lowest \% for item A} * 20}{\% \text{ for item A of tender X}}$$

Sub-criterion item B 20%

$$\text{Points tender X} = \frac{\text{lowest amount for item B} * 20}{\text{amount for item B of tender X}}$$

The final score for the price criterion will be obtained by adding the score for each of the sub-criteria.

3.8.4 Awarding the public contract

The lots of the contract will be awarded to the (selected) tenderer who has submitted the most economically advantageous tender for the lot or for a group of lots on the basis of the criteria mentioned above.

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

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

The contracting authority also reserves the right to award only a certain lot or certain lots.

3.9 Concluding the contract

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

Notification is by registered letter, e-mail or fax.

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

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

In view of transparency, Enabel undertakes to annually publish the list contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Specific contractual provisions

This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.9 “Performance bond (Art. 25-33)”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

4.1 Definitions (Art. 2)

- Advance payment: Payment of part of the contract before acceptance of performance;
- Progress payment: Payment of an instalment under the contract after acceptance of performance;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract;
- Performance bond: Financial guarantee given by the contractor to ensure he will fulfil his obligations until final and good performance of the contract;
- Managing official: The official or any other person who manages and controls the performance of the contract;
- Acceptance: Observation by the contracting authority that the performance by the contractor of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract.

4.2 Usage of digital means (Art. 10)

The usage of digital means for the purpose of exchanging during the performance of the contract is allowed unless where indicated otherwise in these Tender Specifications.

In the latter cases, notifications of the contracting authority are sent to the domicile or the registered office mentioned in the tender.

4.3 Managing official (Art. 11)

The contract manager is Mr. Mark Hoekstra, Intervention Manager, mark.hoekstra@enabel.be.

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

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

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

4.4 Subcontractors (Art. 12-15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority.

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

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

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

4.5 Confidentiality (Art. 18)

Knowledge and information obtained by the contractor, including any persons responsible for the mission and another person involved in this public contract, are strictly confidential.

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

All parties directly or indirectly involved are therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public

contract (particularly in accordance with the privacy legislation with respect to personal data processing);

- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority.

4.6 Personal data protection

4.6.1 Processing of personal data by the contracting authority

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

4.6.2 Processing of personal data by the subcontractor

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

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

The personal data that will be processed are confidential. The contractor 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 contractor 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).

4.7 Intellectual property (Art. 19 to 23)

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

Without prejudice to paragraph 1 and unless otherwise stipulated in the contract documents, when the object of the contract consists of the creation, manufacture or the development of drawings and models or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the contract documents.

4.8 Insurance

The contractor takes out insurance policies covering his liability for occupational accidents and his third party liability for the performance of the contract.

The contractor also takes out any other insurance policy imposed by the procurement documents.

§ 2. Within 30 days from contract conclusion the contractor provides evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the procurement documents.

At any time during contract performance, the contractor provides such certificate within 15 days following the reception of such a request from the contracting authority.

4.9 Performance bond (Art. 25-33)

4.9.1 Provision of a bond

The successful tenderer is required to provide a financial guarantee to cover its obligations until final and good performance of the contract. The performance bond is set per lot at 5% of the total amount, excluding VAT, of the contract. The amount thus obtained shall be rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a collective performance bond. The performance bond may also take the form of a guarantee issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch 15 (bonds).

As a deviation from Art. 26, the performance bond may be:

- posted through an establishment that has its registered office in one of the countries of destination of the supplies. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

The successful tenderer must, within 30 calendar days, as from the day of the awarding of the contract, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1. in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to info.cdcck@minfin.fed.be;
2. in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;
3. in the case of a collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Deposit and Consignment or a public body fulfilling a similar function;
4. in the case of a surety, by the written undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

1. the deposit receipt of the Deposit and Consignment Office or a public body fulfilling a similar function; or
2. a debit notice issued by the credit institution or the insurance company; or
3. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or
4. the original of the performance bond stamped by the Deposit and Consignment Office or a public body fulfilling a similar function; or
5. the original of the written undertaking issued by the credit institution or the insurance company granting a surety.

These documents, signed by the depositor, must state for whom the performance bond has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful tenderer and, if applicable, of the third party making the deposit, with the words “lender” or “representative” as applicable.

The period of 30 calendar days specified above shall be suspended during the period of closure of the successful tenderer’s business during paid annual holidays and the days off in lieu stipulated by regulation or by a compulsory collective labour agreement.

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

Request by the contractor for the acceptance procedure to be carried out:

- 1° For provisional acceptance: This is equal to a request to release the first half of the performance bond;

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.9.2 Failure to post the performance bond (Art. 29)

When the contractor fails to prove that the performance bond has been posted within 30 calendar days, he will be set in default by registered mail. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by registered letter, the contractor has still failed to produce proof that the performance bond has been posted within a further period of 15 calendar days dating from the date of dispatch of the registered letter, the contracting authority may:

- 1° Post the performance bond itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

4.10 Conformity of performance (Art. 34)

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

4.11 Plans, documents and objects prepared by the contracting authority (Art. 35)

At the request of the contractor, the contractor receives free of charge and where possible in digital form:

A complete set of copies of the plans on which contract awarding was based. The contracting authority is liable for the conformity of these copies with the original plans.

The contractor preserves all the documents and correspondence relating to the award and performance of the contract and keeps these available to the contracting authority until final acceptance.

4.12 Basic and detailed plans and work plans prepared by the Contractor (Art. 36)

The Contractor prepares at its own expense all the basic and detailed drawings, specifications and work plans it requires for successful performance of this Contract.

The Contract documents specify which plans and other Contractor documents require approval by the Contracting authority, which has 15 days to issue no objection (in the event with comments) or to reject the Contractor documents starting from the date on which they are submitted to it.

Any corrected documents are resubmitted for approval to the Contracting authority within a further 15 days from receipt of comments or rejection. The Contracting authority has another

15 days to approve them, provided that the corrections requested are not the result of new requirements by the Contracting authority.

4.12.1 Construction planning

How the planning is submitted is to be discussed with the managing official.

The first planning is to be introduced within 15 calendar days following tender award notification and it is to be updated every month during construction.

This draft construction planning provides, in addition to deadlines for the 'on-site' works as such, the timing for the different preliminary achievements such as the establishment of documents prescribed by the technical provisions, implementation plans and detailed plans, calculation notes, selection of equipment and materials, including the approval of related documents, the supplies, workshop or factory work, preliminary tests and conformity tests, etc.

After it has been studied and remarks have been made and following approval of the contracting authority, the planning becomes contractually binding.

4.12.2 Master plan

The building contractor undertakes to deliver a master plan to be approved by the contracting authority and its advisors within 15 calendar days following notification of contract conclusion.

This plan must sufficiently anticipate situations to allow the contracting authority to take decisions or provide answers or supply the documents that are incumbent upon it.

The master plan will be updated at least every month and must be consistent with the construction planning. It will be aligned with the construction planning and will be based on the same document.

The contractor will be sole manager of the planning of all activities required to perform this contract.

In particular he plans:

- Set dates for delivering implementation plans that he needs,
- The placing of orders to his suppliers and subcontractors,
- The presentation in due time of samples and technical forms of products submitted for preliminary technical acceptance,
- Measuring the works and the workshop manufacture period,
- Indication of deadlines dates for decisions to be taken by the contracting authority,
- Indication of deadline dates for the conclusion of modifications to orders being elaborated,
- Indication of deadline dates for the achievement of works performed by other enterprises,
- Registration, in due time, of the measurements of the works,
- etc.

4.12.3 Performance documents

These plans take into account the Tender Specifications and technical provisions, the design drawings of the project developer and general architecture plans, stability plans and special techniques plans annexed to these Tender Specifications.

All implementation plans and detail plans are to be submitted for approval to the contracting authority along with calculation notes, technical approvals and technical forms and in particular those related to the works and the equipment.

The managing official may refuse technical forms which are partial, incomplete or too commercial and do not provide the technical information required for assessment and approval.

At the request of the contracting authority, the building contractor shall also provide the following documents during the performance period:

- Samples of materials proposed corresponding to the technical forms;
- Colour shade cards to determine the choice of colours;
- Test reports, technical manuals, technical approvals, technical forms, etc.;
- Products or equipment used for this contract.

Establishment of “As Built” plans

During performance, the building contractor shall revise and update the plans to the last detail in order to accurately reproduce the works and installations and their specifics as built.

When the works are completed and in view of provisional acceptance of the works, the building contractor is to submit the complete plans and diagrams of the works and installations as built.

When the works are completed and in view of provisional acceptance, the building contractor is to submit technical files including:

- technical specifications with brands names, types, origin of the equipment installed,
- users manuals, explaining the functioning of all equipment,
- maintenance manuals, explaining everything that needs to be done for the maintenance and care of the equipment (regular control and maintenance, list and codes of spare parts...),
- and test reports, tuning and adjustment reports.

4.13 Changes to the public contract (Art. 37 to 38/ 19 and 80)

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

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

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

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

4.13.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

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

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

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

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

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

- The suspension lasts in total longer than one twentieth of the performance period and at least 10 working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within 30 days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

As a reminder, in accordance with Article 80 of the Royal Decree of 14 January 2013, the building contractor is required to continue the works without interruption, notwithstanding any disputes which might result from the determination of the new prices.

Any order amending the contract during performance of the contract is issued in writing. However, minor amendments need only be entered in the works logbook.

The orders or entries shall specify the changes to be made to the initial terms of the contract and to the plans.

Setting unit or global prices – Calculation of the price

The unit or global prices of changed works, which the building contractor is bound to carry out, are determined in the following order of priority:

1. In accordance with the unit or global prices of the approved tender;
2. By default, in accordance with the unit or global prices inferred from the approved tender;

3. By default, in accordance with the unit or global prices from another contract of Enabel;
4. By default, in accordance with the unit or global prices to be agreed upon on the occasion.

In the latter case, the building contractor shall justify the new unit price by detailing the supplies, person-hours, equipment hours and general costs as well as profits.

Setting unit or global prices – Procedure to follow

The building contractor submits his proposal for the execution of the complementary achievements or his new prices within 10 calendar days from the request of the managing official (unless the latter has specified a shorter deadline) and before executing the works considered. This proposal is submitted on the basis of a standard form that will be provided by the managing official and will come with all necessary annexes and justifications.

This form for agreed prices is established on the basis of a format from Enabel. The building contractor will attach at least the following annexes and documents to it:

- The amending order from the contracting authority and more in general the justification of the modification of the works;
- The calculation of new unit or global prices;
- The quantities to be implemented for the existing items and for any new items;
- If appropriate, the tenders of subcontractors or suppliers consulted;
- Any other documents he or she deems pertinent.

After executing the works and at the latest upon establishment of the final settlement of account, the building contractor shall transfer the invoices that have been sent to him by subcontractors and suppliers to the managing official. He shall certify on these invoices not having received any credit note or compensation from the supplier or subcontractor for the invoice.

When the building contractor defaults on providing an acceptable new price proposal or when the contracting authority deems the proposal made unacceptable, the contracting authority will set the new unit or global price as of right, all rights of the building contractor being preserved.

4.13.4 Unforeseeable circumstances

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

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

4.14 Control and supervision of the public contract

Scope of the control and supervision (Art. 39)

The contracting authority may have the preparation and the performance of the delivery supervised or controlled at any location by all appropriate means.

The contractor is required to provide the representatives of the contracting authority with all the information and facilities needed for carrying out their task.

The fact that such supervision or control has been carried out by the contracting authority does not release the contractor of its liability should delivery eventually be rejected due to defects of any kind.

Technical acceptance procedures (Art. 41)

Concerning technical acceptance, it is necessary to distinguish between:

1° Preliminary technical acceptance within the meaning of Article 42;

2° Ex post technical acceptance within the meaning of Article 43.

The contracting authority may waive all or part of the technical acceptance procedures where the contractor can prove that the products have been controlled by an independent body during their production, in accordance with the specifications of the procurement documents. In this respect, any other certification procedure in force in a Member State of the European Union is regarded as comparable to the Belgian conformity certification procedure and deemed equivalent.

Preliminary technical acceptance (Art. 42)

As a general rule, products may not be used if they have not been accepted by the managing official or his or her representative.

All equipment proposed must be approved by the contracting authority. This approval is obtained on the basis of the preliminary technical forms that have been elaborated by the building contractor and are submitted to the managing official.

The technical forms give a general overview of the equipment and give specifications and choices made for the project.

The contracting authority refuses technical forms which are partial or incomplete and which do not provide the technical information required for examination and approval.

Once the comments made are in the possession of the building contractor, he will take them into account and will complete the technical form in order to have it approved.

Technical acceptance may be carried out at various stages of production.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance.

The contractor is responsible for storing and conserving his products in view of any risks run by his company and this until provisional acceptance of the works.

Except for approved products, the costs pertaining to the preliminary technical acceptance are borne by the building contractor.

In any case, the costs include:

- Costs pertaining to tasks of the acceptance experts, including travel and accommodation costs of acceptance experts.
- Costs pertaining to collecting, packaging, and transporting samples, regardless where or where to,
- Costs pertaining to tests (preparation, manufacture of testing tools, the tests as such (in this respect, the circular letters pertaining to setting rates for tests apply)),

- Costs pertaining to the replacement of products that are faulty or damaged.

Ex post technical acceptance (Art. 43)

Ex post technical acceptance will obligatorily be carried out for any defects to works or equipment components that would have remained hidden after completion of the works.

4.15 Performance period (Art. 76)

The building contractor is to complete the works within a period of 90 calendar days as of the date set in the written service order to commence the works.

The Contracting authority shall issue the orders to commence for each lot on the same date. In the case where more than one lot is awarded to the same Tenderer, he shall execute such lots simultaneously.

The above-mentioned deadlines are mandatorily applicable. Timely completion is of the essence.

4.16 Provision of land (Art. 77)

The building contractor shall bear all costs pertaining to land that is needed for the installation of his construction sites, storing supplies, preparing and handling materials as well as land needed for storing soil, excavated soil that is known to be unsuitable for reuse as landfill, material from demolition, general waste of any kind and excess earth.

He is liable, vis-à-vis adjoining landowners, for any damage to private property while achieving the works or storing the materials.

The enclosing hoardings may not be used for advertising.

No advertising is allowed on the sites used, except for 'Construction site information'.

4.17 Labour conditions (Art. 78)

All the legal, regulatory and contractual provisions relating to the general conditions of work and health and safety in the workplace will apply to all personnel on the contractor's site.

The building contractor, all persons acting as a subcontractor at any stage and all persons providing personnel, shall be required to pay their respective personnel salaries, bonuses and allowances at the rates established by law, by collective agreements concluded by company agreements.

The building contractor shall keep available to the contracting authority at all times, at a location designated by the latter, a list, updated on a daily basis, of all the personnel it employs on the site.

This list contains at least the following personal information:

the name; the first name; actual occupation per day on the construction site; the date of birth; the job title; qualifications;

The contact person appointed by the building contractor for the performance of this contract with the contracting authority will have to master the following languages: English and Portuguese.

4.18 Organisation of the construction site (Art. 79)

The building contractor shall comply with the local legal and regulatory provisions governing building works, road works, health and safety in the workplace as well as the provisions of collective, national, regional, local and company agreements.

During the performance of the works, the building contractor shall be required to maintain the security of the site for the duration of the works and, in the interests of his appointees and the representatives of the contracting authority and third parties, to take all necessary measures to ensure their safety.

The building contractor shall, under his sole responsibility and at his own expense, take all necessary measures to ensure the protection, preservation and integrity of existing buildings and works. He shall also take all the precautions required by best building practices and any special circumstances to protect neighbouring properties and to prevent any disturbance to them through his fault.

The building contractor shall bear all costs of and implement all necessary measures to signal in daylight, at night as well as in fog, the construction sites and storage sites that are located where vehicles and pedestrians circulate. He is to completely enclose his sites along temporary or permanent sidewalks as well as along temporary or permanent traffic arteries. Such enclosing and hoarding will also ensure the protection of the construction site during the construction period against any outside intrusion.

The building contractor shall supply a purpose-made notification billboard for this construction site with dimensions and following the model offered by the contracting authority prior to starting the works.

This informative panel will be put in place when construction work starts along the public road in a place that is to be defined by the contracting authority.

4.19 Means of control (Art. 82)

The building contractor shall notify the contracting authority of the precise location of works in progress on its site, in his workshops and factories and on the premises of his subcontractors and suppliers.

Without prejudice to the technical acceptance operations to be carried out on site, the building contractor shall at all times grant to the managing official and other agents appointed by the contracting authority free access to the sites of production, for the purposes of monitoring strict application of the contract, in particular concerning the origin and quality of the products.

If the building contractor uses products that have not been accepted or that do not meet the demands of the Tender Specifications, the managing official or his/her representative may forbid the further pursuit of the works concerned, until these refused products are replaced by others that meet the contract's conditions, without this decision generating an extension of the performance period or any entitlement to compensation. The building contractor is notified about the decision by means of a written report.

4.20 Works logbook (Art. 83)

Upon contract conclusion notification, the building contractor makes the necessary Works logbooks available to Enabel.

Once the works have started, the building contractor shall supply 2 copies with all necessary information for establishing the Works logbooks on a daily basis to the contracting authority's representatives. This concerns:

- Weather conditions;
- Interruptions to works caused by adverse weather conditions;
- Accidents at work;
- The number and capacity of workers employed on the site;
- Materials supplied;
- Equipment actually used and equipment out of service;
- Unforeseen events;
- Amending orders of minor impact;
- The attachments and quantities performed for each item and in each zone of the construction site. The attachments constituting the true and detailed representation of all works performed, in quantity, dimensions and weights.

Delay in providing the above documents may result in the application of penalties.

When the building contractor does not formulate any remarks in due form and within above-mentioned deadlines, he is deemed to be in agreement with the annotations made in the logbooks or detailed attachments.

When these observations are not deemed justified, the building contractor will be notified accordingly by registered letter.

4.21 Liability of the building contractor (Art. 84)

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works.

During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

Any repairs to shortcomings are performed in compliance with the instructions of the contracting authority.

4.22 Zero tolerance sexual exploitation and abuse

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

4.23 Means of action of the contracting authority (Art. 44-51 and 85-88)

The building contractor's default is not solely related to the works as such but also to the whole of the building contractor's obligations.

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

directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

Moreover, in case of suspicion of fraud or of bad workmanship during performance, the building contractor may be required to demolish the whole or part of the works executed and to rebuild them. The costs of demolition and reconstruction will be borne by the building contractor or the contracting authority, according to whether the suspicion is found to be justified or not.

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

4.23.1 Failure of performance (Art. 44)

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

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

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

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

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

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter or equivalent addressed to the contracting authority within 15 days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 86 and 87.

4.23.2 Penalties (Art. 45)

Because of the significance of the works, are burdened, without the need for notice and by the breach only, with a daily penalty of 250 euros for every calendar day of non-performance:

- Non-delivery of administrative and technical documents: because not having delivered the documents listed by the time set during construction site meetings or by administrative order.
- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed to the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.

- Delay in executing observations or administrative orders of the contracting authority via the contract manager. Where the lists of observations result from construction site visits, in particular in case of “painting order”, or upon acceptance, have not been fulfilled by the time set by the contract manager, the contractor will be penalised per calendar day of delay until performance is effectively carried out.
- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the contract manager obtains the approval of the contracting authority for the new member’s being put in place, or the replaced member is re-established in its duties, or both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even here agreement is found.

If a shortcoming to one of the stipulations mentioned above is found in accordance with Article 44 §2 of the Royal Decree of 14 January 2013, the contracting authority may allow a period to the building contractor to repair the shortcoming and to inform it about this reparation by registered mail. In this case, the contractor is notified of the deadline along with the failure of performance report mentioned in Art. 44 §2 of the Royal Decree of 14 January 2013.

If no term is indicated in the registered letter the contractor is to repair the shortcomings without any further delay.

4.23.3 Fines for delay (Art. 46 et seq. and 86)

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

Fines are calculated following the formula given in Article 86 §1.

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

In case the works being the subject-matter of these Tender Specifications were not completed within the period set in point 1.4.18, the following fine will be applied as of right for every working day of delay without the need for notice, simply by the expiry of the period in question:

$$R = 0,45 * ((M * n^2) / N^2)$$

where,

R = the sum of the fines to be applied for a delay of n working days;

M = the initial value of procurement;

N = the number of working days initially specified for performance of the contract;

n = the number of working days of delay.

However, if the factor M does not exceed EUR 75 000 and, at the same time, N does not exceed 150 working days, the denominator N² will be replaced by 150 × N.

4.23.4 Measures as of right (Art. 47 and 87)

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

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

The measures as of right are:

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

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

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

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

Other sanctions (Art. 48)

Without prejudice to the sanctions provided in these Tender Specifications, the contractor defaulting on performance may be excluded by the contracting authority from its public contracts for a three-year period. The contractor in question will be given the opportunity to present a defence and the reasoned decision will be notified to him.

4.24 Acceptance, guarantee and end of the public contract (Art. 64-65 and 91-92)

4.24.1 Acceptance of the works performed (Art. 64-65 and 91-92)

The managing official will closely follow up the works during performance. The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

4.24.2 Partial provisional acceptance

Partial provisional acceptances are provided upon the completion of performance of parts of the works forming the object of the contract. Therefore, a monthly progress report will be established by the contractor and submitted to the contract manager.

The contracting authority disposes of a period for verification of 30 days starting on the partial end date for the works to carry out the acceptance formalities and to notify the result to the contractor.

When the works are completed and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming partial provisional acceptance or refusing acceptance will be drawn up.

4.24.3 Provisional acceptance

Provisional acceptance (practical completion) is provided upon the completion of performance of 100% of the works forming the object of this contract.

If necessary, provisional acceptance may be granted on a site-by-site basis within the same lot.

The total or partial taking of possession of the work by the contracting authority does not constitute provisional acceptance.

The contracting authority disposes of a period for verification of 30 days starting on the complete or partial end date for the works, set in conformity with the terms and conditions of the contract documents, to carry out the acceptance formalities and to notify the result to the contractor.

When the works are completed on the date set for its completion, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

When the works are completed before or after this date, the contractor notifies the contract manager thereof, by registered letter or e-mail showing the exact date of dispatch, and request, on that occasion, to proceed to provisional acceptance. Within 15 days after the date of receipt of the contractor's request, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

4.24.4 Final acceptance

The warranty (defects liability) period commences on the date on which provisional acceptance is given and lasts for 12 months. Within 15 days from the date of expiry of the warranty period, a report confirming final acceptance or refusing acceptance will be drawn up by the contracting authority.

The contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works. During the warranty period, the contractor shall carry out, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

However, after provisional acceptance, the contractor will not be liable for damage the causes of which are not attributable to him. The contractor who, during the warranty period, does certain works or partial works, shall restore the adjacent parts (such as paint, wallpaper, parquet floor...) if these have been damaged because of the repairs undertaken.

In buildings or other property that are being occupied or operated, the contractor may not unnecessarily hinder or endanger said occupation or operation in any way for the performance of his works and repairs. The contractor shall bear all costs for the measures needed for that purpose.

During the warranty period, the contractor shall carry out on the installation, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

From the time of provisional acceptance and without prejudice to the provisions relating to its obligations during the warranty period, the contractor shall be responsible for the solidity of the work and the proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any breach of the contractor's obligations during the warranty period will be reported and lead to measures as of right, in accordance with Article 44 GIR.

4.25 Invoicing and payment of services (Art. 66 et seq and 95)

The contractor supplier sends one copy of the invoice with a copy of the approved progress report to the following address:

Ms. Teresa Da Cruz
Project Administrative and Finance Assistant
RERD Phase II
Av. Kenneth Kaunda, 762
Maputo, Mozambique

The invoice will mention:

- **“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 name of the contract: **“Design, supply, installation of irrigation schemes in Manica and Zambezia provinces”**;
- the reference of the tender documents: **“MOZ1503411-10045 Lot x”**;
- the name of the contract manager: **“Mr. Mark Hoekstra”**.

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

The contract price is paid through progress payments as follows:

Item A:

On acceptance of the design: 50% of the amount provided for in the tender for item A (based on the total estimated amount of the works);

On provisional acceptance of the works: the balance to be paid for Item A (the remaining 50% will be adjusted according to the total amount actually paid for the works).

Item B:

Monthly progress payments with sums due being calculated by applying the prices mentioned in the breakdown schedule to the activities/quantities actually performed, to be verified by supervising consultant and validated by the managing official.

4.26 Litigation (Art. 73)

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

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

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

Belgian development agency – Enabel
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms. Inge Janssens
rue Haute 147
1000 Brussels
Belgium

4.27 Special conditions Design and Build

4.27.1 General obligations of the Contractor

The contractor shall design, execute and complete the works in accordance with the contract and shall remove all defects in the works. When completed, the works must be fit for the purpose for which they are intended, as specified in the contract documents or documents referred to therein, or the use to which such works are generally put.

The Contractor shall provide all the design of the Works, personnel, plant, equipment, materials, consumables and other goods and services, whether of a temporary or permanent nature, required in and for the design, execution, completion of the Works and removal of defects.

The conditions of supply are DDP works (Incoterms 2020).

The performance of the contract includes all works necessary to meet the requirements, technical specifications and plans of the Contractor or which are involved in the contract, as well as all works (even if not indicated in the contract documents) which are necessary for the stability or completion, or safe and proper operation of all works.

4.27.2 Site data

The contracting authority has made available to the contractor, for his information, prior to the date of submission of tenders, all relevant data in his possession relating to the subsoil quality and hydrological conditions on the construction site, including environmental aspects. The contractor is responsible for the verification and interpretation of this data.

The contracting authority makes no warranty as to the accuracy, sufficiency or completeness of any such data. It accepts no responsibility for the provision of such information and/or data. The contractor shall rely solely on its own verification, investigation and/or interpretation of the site data and/or information provided.

The contractor is deemed to have obtained all necessary information concerning risks, contingencies and other circumstances which may influence or affect the work. The Contractor shall be deemed to have inspected and examined the site, its surroundings, the above mentioned data and all other available information, and to have satisfied himself of all relevant matters, including (without limitation):

- The shape and nature of the site, including the structures present (incl. cables, pipes, etc.), the topographic and bathymetric data and the quality of the subsoil;
- Hydrological and climatic conditions;
- The extent and nature of the work, equipment, materials, human resources and other elements necessary for the execution and completion of the work and the removal of defects;
- The mandatory regulations, procedures and customs of Mozambique's labour laws and the rules and regulations of local authorities in particular;

- The contractor's requirements for access, accommodation, facilities, personnel, electricity, transport, materials handling and storage, water and any other services;

The Contractor is not entitled to any extension of time or increase in the contract price and the Contractor waives all claims of any kind (including contractual or extra-contractual claims or demands for additional payment for extension of time) on the grounds:

- He is not familiar with the specific conditions of the site, in particular the underground conditions;
- Data and/or information that is not accurate, complete and/or cannot be verified by the contractor;
- Misunderstanding or miscomprehension of information provided to or obtained by the contractor;
- The provision of incorrect or insufficient information to the Contractor;
- The provision of information (excessively) late;
- Failure of the contractor to obtain sufficient correct information or to recognise the need for additional information;
- Conditions of longevity, reliability or suitability of site conditions or facilities present in relation to the design and rate of performance of the works;
- Conditions being different at different locations on the site which have not been investigated or tested;

4.27.3 Sufficiency of the accepted contract amount

The contractor shall be deemed to be satisfied with:

- (a) The accuracy and adequacy of the contract price. Unless otherwise specified in the contract documents, the contract price covers all of the contractor's obligations under the contract and everything required;
- (b) As to the availability of all materials, human resources and equipment, of sufficient quality, in sufficient quantity and on time;

for the proper design, execution and completion of the work and for the removal of any defects.

The contractor shall be liable for any additional costs he incurs as a result of insufficiently accurate estimates, insufficient budgets or contingencies, or other events or circumstances that affect the costs of completion.

4.27.4 General design obligations

The contractor is expected to have thoroughly checked the Technical Specifications prior to the deadline for submission of tenders.

Unless expressly stated otherwise below, the contractor on a sole basis is responsible for the design of the works and the accuracy of the technical specifications (including design criteria and calculations). No data or information received by the contractor from the contracting authority or otherwise, shall affect the contractor's sole responsibility for the design and execution of the works.

Nevertheless, the contracting authority shall be responsible for the accuracy of the following parts of the technical specifications and the following data and information to the extent that they have been supplied by (or on behalf of) the contracting authority.

- (a) Those parts, data and information which are stated in the contract documents to be immutable or the responsibility of the contracting authority.
- (b) The definitions of the intended purpose or use of the works or part thereof.
- (c) The criteria for the technical or performance tests and inspections that are applied to the works.

The contractor undertakes that the design, its deliverables, execution and completed works correspond to:

- (a) The regulations in force in Mozambique; and
- (b) The contract documents as amended, if any.

4.27.5 Technical standards and regulations

The design, contractor's deliverables, execution and completed works shall comply with Mozambican laws relating to buildings, constructions and the environment, as well as with the standards specified in the technical specifications as applicable to the works to Mozambican technical standards. In the absence of a Mozambican standard for a particular aspect, the contractor will refer to Portuguese standards.

All these standards, regulations and laws are those applicable on the date of provisional acceptance. In case these standards have been modified or new standards, regulations or laws come into force, the contractor shall notify the contracting authority and, if necessary, submit proposals to bring the work into conformity.

Where:

- a) the contracting authority determines that compliance is required; and
- b) the proposals to bring the works into compliance constitute a variation;

the contracting authority will initiate a variation in accordance with the GIR.

5 Technical specifications

5.1 Background

Enabel has identified a total of 14 farmers (7 in Manica province and 7 in Zambezia province) who require solar powered irrigation systems at their farms. These farmers seek to grow assorted horticulture crops mainly fruits and vegetables and require irrigation to be able to sustain their production activities.

Enabel seeks to engage a contractor who can:

- Design solar powered irrigation systems (SPIS),
- Supply the SPIS irrigation equipment required,
- Install the equipment at beneficiaries' farms,
- Test equipment for correct functioning for quality control and
- Commission the works upon completion including provision of operators training on equipment use and maintenance.

Lot 1: Manica Province

	Location	Type of crops produced	Irrigation requirements (Etc = mm/day)	Area (ha)	Irrigation system
Farmer 1	17°47'18.59"S, 33°14'23.96"E	Vegetables (Cabbage, Sweet pepper, Tomato, Lettuce, etc)	5.8	2	Quick Coupling sprinkler with buried mainline
Farmer 2	18° 1'3.68"S, 33°14'33.84"E	Vegetables (Cabbage, Sweet pepper, Tomato, Lettuce, etc)	5.8	2	Quick Coupling sprinkler with buried mainline
Farmer 3	18° 1'32.81"S, 33°14'46.81"E	Vegetables (Cabbage, Sweet pepper, Tomato, Lettuce, etc)	5.8	2	Quick Coupling sprinkler with buried mainline
Farmer 4	18° 7'19.50"S, 33° 8'53.96"E	Vegetables (Cabbage, Sweet pepper, Tomato, Potato, etc)	5.8	5	Quick Coupling sprinkler with buried mainline + Drip (1 ha)
Farmer 5	19°12'34.43"S, 33° 6'47.01"E	Fruit tree (Macs, Litchi, Orange, Coffee)	4.9	10	Micro sprinkler + Drip (1 ha)
Farmer 6	19°20'19.78"S, 33°30'8.19"E	Coffee & Macadamia	4.3	3	Micro sprinkler + Drip (1 ha)

Lot 2: Manica Province

	Location	Type of crops produced	Irrigation requirements (Etc = mm/day)	Area (ha)	Irrigation system
Farmer 7	17°58'58.76"S, 33° 6'33.70"E	Potato	6.1	140	Water conveyance pipeline
	17°57'4.22"S, 33° 7'12.84"E				

Lot 3: Zambezia Province

	Location	Type of crops produced	Irrigation requirements (Etc = mm/day)	Area (ha)	Irrigation system
Farmer 8	17°48'22.33"S, 37° 8'12.07"E	Fruit tree (Litchi)	5.2	2	Micro
Farmer 9	17°37'9.15"S, 36°42'54.32"E	Vegetables (Cabbage, Sweet pepper, Tomato, Lettuce, etc)	5.6	1.5	Gravity with buried pipe + Drip (0.5 ha)
Farmer 10	15°41'54.64"S, 37°46'15.35"E	Vegetables (Cabbage, Sweet pepper, Onion, Tomato, Lettuce, etc)	6.0	2	Quick Coupling sprinkler with buried mainline
Farmer 11	15° 9'33.58"S, 36°48'38.24"E	Vegetables (Cabbage, Dry bean, Onion, Tomato, Lettuce, etc)	6.0	2	Gravity with buried pipe
Farmer 12	15°20'56.20"S, 36°46'14.80"E	Vegetables (Cabbage, Dry bean, Onion, Tomato, Lettuce, etc)	6.0	15	Gravity with buried pipe
Farmer 13	16° 5'35.11"S, 35°43'7.64"E	Vegetables (Cabbage, Onion, Couve, Tomato, Lettuce, etc)	6.0	2	Gravity with buried pipe
Farmer 14	16° 7'33.39"S, 35°45'13.37"E	Vegetables (Cabbage, Onion, Potato, Tomato, Lettuce, Dry bean, etc)	6.0	3.5	Quick Coupling sprinkler with buried mainline

5.2 Description / specifications of equipment

The tenderer will include the following in his tender:

- The technical forms of the supplies (specifications of solar panels, solar pumps, piping and related accessories) to be delivered duly filled out;
- The brochure and/or technical documentation with photographs relating to the supplies;
- The certificates of origin of the supplies;
- Any supporting document to attest high quality standards such as ISO 9001 certification or equivalent. Tenderers should also indicate evidence/proof of adherence to necessary product safety standards. Solar modules, pumps, motors, and control equipment must meet the necessary CE / international standards for safety and where applicable functionality.

The brochure and/or technical documentation provided should clearly indicate the models offered and the options included, if any, to see the exact configuration. It must be sufficiently clear to permit a comparison between the required specifications and the proposed specifications.

Tenders that fail to identify specific models and specifications may be rejected. The brochure and/or technical documentation to be enclosed by the tenderer will be numbered and must include:

- The number of the item (according to the numbering in the detailed schedules);

- The item description (in accordance with the designations in the detailed schedules);
- The brand and model;
- The proposed item specifications;
- The quality standards with regard to the proposed item.

The brochure and/or technical documentation must include photos provided by the manufacturer or the representative of the equipment manufacturer.

The operator/service manual for each equipment will be written in English/Portuguese and delivered with each equipment.

5.3 Installation and commissioning

The contractor will ensure the installation and commissioning of the supplied equipment in consultation with the RERD2+ management team. Accessories such as wiring, fasteners and other specific (adjustment) tools must be included. All equipment must comply with the general safety rules and European standards and be adapted to the local power conditions (power plugs and sockets, frequency, voltage...).

5.4 Training

The Contractor is required to conduct trainings as soon as the equipment is installed and commissioned. Installation, commissioning and training costs are borne by the contractor and will be included in the lump sum unit price of each item. Trainings must take place at the beneficiaries' farms within 15 calendar days from the date of supply, installation and commissioning at the place of delivery of the equipment.

5.4.1 Content of the trainings

The trainings will be provided by the contractor in Portuguese. They will cover among others the following aspects: operation, routine maintenance, use of equipment, explanation of possible options, safety instructions, as well as “do’s” and “don’ts”.

The trainings will be essentially participatory, interactive and dynamic. Theoretical notions will be accompanied by exercises. The tenderer will propose the short methodology which he/she deems most appropriate and which must be summarized in his/her offer (max. 2 pages). It will include:

- the proposed contents of the training;
- the proposed duration of the training.

The contractor must produce a short report upon completion of the trainings in English containing the following elements:

- comments and recommendations.
- the attendance sheets for each training day.

An electronic version of training materials will be attached.

The report will be sent to the contracting authority no later than 5 calendar days after the end of the training sessions. Approval of this report by the contracting authority will authorize the final payment.

5.4.2 Trainer(s)

The contractor must ensure that the technician(s) who will be in charge of the installation of the equipment and who will provide the training have sufficient professional experience in the fields concerned (technical expertise and experience in training). The tenderer will transmit the CV(s) of the proposed technician(s) who will be in charge of the installation of the equipment and who will provide the training.

5.5 After-sales service

By submitting his tender, the tenderer certifies that he commits to:

- Supplying through a separate contract the spare parts that are demanded from him during a 1-year period starting on the delivery date of the last supply;
- Maintaining and repairing through a separate contract the supply during a 1-year period, either by his own services or through subcontractors.

The BoQ (Bill of Quantities) in Excel version and geographical data can be accessed from the following OneDrive link:

https://enabelbe-my.sharepoint.com/:f:/g/personal/armando_panguene_enabel_be/E1RRdX64LHpLloqEDqeDzNgBzYo92tyN8HHP2nQE_B_QFg?e=DXvgoO

6 Forms

6.1 Identification form

6.1.1 Natural person

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

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

① As indicated on the official document.

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

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

④ See table with corresponding denominations by country.

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

6.1.3 Public-law body^①

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

OFFICIAL NAME ^②			
ABBREVIATION			
MAIN REGISTRATION NUMBER ^③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

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

6.2 Financial identification

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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

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

6.3 Declaration on honour – exclusion criteria

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

1) The tenderer or one of its 'directors [1]' was found guilty following a conviction by final judgement for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;

4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019

c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

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

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

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

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

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

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

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

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

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

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

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorierie/contr%C3%B4le-des-instruments-1-2

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.4 Integrity statement for the tenderers

By submitting this tender, the tenderer declares on honour the following (cf. Art. 52 and seq. of the Law of 17 June 2016):

- Neither members of administration or staff members, or any person or legal person the tenderer has concluded an agreement with in view of performing the contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- He has read and understood the articles about deontology and anti-corruption included in the tender documents and declares going along completely and respecting these articles.

He is also aware of the fact that the personnel of Enabel are tied to the provisions of an ethical code, which states that: “In order to ensure the impartiality of personnel, they are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”.

If above-mentioned contract is awarded to the tenderer, he declares, 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 contract, it is strictly forbidden to the contractor of the contract (i.e. members of 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 contract, regardless of their hierarchical position.
- Any (public procurement) 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 conform with one or more of the deontological terms may lead to the exclusion of the contractor from this contract and from other contracts for Enabel.
- The contractor of the public contract 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.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.5 Power of attorney

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

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

6.6 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹¹ showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

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

At the latest before award, the tenderer must provide a **recent certification**¹¹ from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

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

At the latest before award, the tenderer must provide a **recent certification**¹¹ (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

6.9 Extract from the criminal record

At the latest before award, the tenderer must provide an **extract from the criminal record**¹¹ in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons.

6.10 Certification of tenderer not in bankruptcy

At the latest before award, the tenderer must provide a **recent certification**¹¹ from the competent authority stating that he is not in a situation of **bankruptcy**.

¹¹ In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.11 List of the main similar works

The tenderer must provide in his offer the list of the **main similar works (min. 3) performed in the last five (5) 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 5 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.

6.12 Financial statement

The tenderer must have achieved a **total turnover** for **each of the last three years** of at least **50.000 EUR for Lot 1; 500.000 EUR for Lot 2; 50.000 EUR for Lot 3** (or equivalent in the national currency).

The tenderer must complete the following table of financial data based on his/her annual accounts.

Financial data	Year- 2 € or MZN	Year- 1 € or MZN	Last year € or MZN	Average € or MZN
Annual turnover, excluding this public contract ¹²				

The tenderer must also provide the **approved financial statements for the last three financial years** or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.

¹² Last accounting year for which the entity's accounts have been closed.

6.13 Key experts

The tenderer must demonstrate that they have the appropriate experts to carry out the work.

In case a tenderer intends to submit a tender for more than one lot, key experts should be specific for each tendered lot. It is the sole responsibility of the tenderer to provide appropriate team(s) with the necessary capacities.

Each proposed professional should preferably meet the recommended requirements set according to the category.

Category of key profiles	Qualifications	Experience
Specialist in irrigation, hydraulic or water management engineering or related area	Msc. in irrigation, hydraulic or water management engineering or related area	At least 5 yrs in singular conventional irrigation or portable water system installation with areas above 100 ha or 1,000 m ³ daily system output and water resources management without hydroclimatic data and free flowing water sources.
Specialist in electrical, mechanical or renewable energy engineering or related area	Msc. in electrical, mechanical or renewable energy engineering or related area	At least 5 yrs in solar water pumping technology / renewable energy equipment installations with more than 50 kWp capacity.
Specialist in hydrology	Msc. in hydrology	At least 5 yrs of experience in water resources management without hydroclimatic data and free flowing water sources.
Specialist in land surveying	Diploma in land surveying	At least 5 yrs of experience on land preparation and surveying using cm grade accuracy survey equipment.

The experts must have appropriate experience and must have the proven qualifications for work of a similar nature to that of the project under consideration.

The tenderer must submit the **supporting documents of the experts** proposed for implementing this works contract. The supporting documents include: signed CVs (no longer than 3 pages), copy of certificates of education, employment/service contract and proof of experience as required.

6.14 Subcontractors

Name and legal form	Address / Registered office	Object

6.15 Financial offer & tender form

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following prices, in EUR and exclusive of VAT:

Lot 1: Concerning Item A Design, coordination and monitoring of works of six (6) irrigation systems in Manica province

	Price expressed as a percentage of the total cost	Total price EUR excl. VAT*
Item A Design, coordination and monitoring of works	%	

Percentage VAT:%

Please note the special contractual provisions on withholding tax in point 3.4.4.

Lot 1: Concerning Item B Execution of works of six (6) irrigation systems in Manica province

No.	General Description	Details	Quantity	Unit price EUR excl. VAT*	Total price EUR excl. VAT*
1	Preliminaries				
2	Water intake				
3	Pipeline				
4	Operation & maintenance				

Note: add lines as required

TOTAL AMOUNT EXCL. TAXES	
AMOUNT TAXES	
GRAND TOTAL INCL. TAXES	

* The tenderer should use the BoQ's provided in excel as a guide for preparing the financial offer.

* Cf. points 3.4.3 “Determination of prices”, 3.4.4 “Elements included in the price” and 4.25 “Invoicing and payment of services (Art. 66 et seq and 95)” of these tender documents.

If prices are provided in a currency other than Euros, then the prices for evaluation and payment purposes will be calculated using the exchange rate (against the Euro) of the day of tender submission and invoice.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 2: Concerning Item A Design, coordination and monitoring of works of one (1) irrigation systems in Manica province

	Price expressed as a percentage of the total cost	Total price EUR excl. VAT*
Item A Design, coordination and monitoring of works	%	

Percentage VAT:%

Please note the special contractual provisions on withholding tax in point 3.4.4.

Lot 2: Concerning Item B Execution of works of one (1) irrigation systems in Manica province

No.	General Description	Details	Quantity	Unit price EUR excl. VAT*	Total price EUR excl. VAT*
1	Preliminaries				
2	Water intake				
3	Pipeline				
4	Operation & maintenance				

Note: add lines as required

TOTAL AMOUNT EXCL. TAXES	
AMOUNT TAXES	
GRAND TOTAL INCL. TAXES	

* The tenderer should use the BoQ's provided in excel as a guide for preparing the financial offer.

* Cf. points 3.4.3 "Determination of prices", 3.4.4 "Elements included in the price" and 4.25 "Invoicing and payment of services (Art. 66 et seq and 95)" of these tender documents.

If prices are provided in a currency other than Euros, then the prices for evaluation and payment purposes will be calculated using the exchange rate (against the Euro) of the day of tender submission and invoice.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 3: Concerning Item A Design, coordination and monitoring of works of seven (7) irrigation systems in Zambezia province

	Price expressed as a percentage of the total cost	Total price EUR excl. VAT*
Item A Design, coordination and monitoring of works	%	

Percentage VAT:%

Please note the special contractual provisions on withholding tax in point 3.4.4.

Lot 3: Concerning Item B Execution of works of seven (7) irrigation systems in Zambezia province

No.	General Description	Details	Quantity	Unit price EUR excl. VAT*	Total price EUR excl. VAT*
1	Preliminaries				
2	Water intake				
3	Pipeline				
4	Operation & maintenance				

Note: add lines as required

TOTAL AMOUNT EXCL. TAXES	
AMOUNT TAXES	
GRAND TOTAL INCL. TAXES	

* The tenderer should use the BoQ's provided in excel as a guide for preparing the financial offer.

* Cf. points 3.4.3 "Determination of prices", 3.4.4 "Elements included in the price" and 4.25 "Invoicing and payment of services (Art. 66 et seq and 95)" of these tender documents.

If prices are provided in a currency other than Euros, then the prices for evaluation and payment purposes will be calculated using the exchange rate (against the Euro) of the day of tender submission and invoice.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.16 Proof of site visit

RELATÓRIO PRESENCIAL

VISITA AO LOCAL

Sítio de: _____

Empresa: _____

Concurso ENABEL n° MOZ1503411-10045

Data: ____ / ____ / ____

O abaixo assinado, _____,
na sua qualidade de beneficiário de um SPIS objecto do concurso em referencia, declara
que na data ____ / ____ / ____, recebeu a empresa
_____, para realizar a visita ao local denominado
_____ em conformidade com os requisitos do concurso
da ENABEL n° MOZ1503411-10045.

NOME E APELIDO

FUNÇÃO

ASSINATURA E CARIMBO
(QUANDO EXISTIR)

_____	_____	_____
_____	_____	_____
_____	_____	_____