



Tender documents Enabel in Mozambique
MOZ1503411-10094

Public contract for *Teledetection Center Equipment* – 2 Lots

Country: Mozambique

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1 General point

1.1 Deviations from the General Implementing Rules

Point 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 not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33)”).

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, supports the developing countries in the fight against poverty on behalf of the Belgian government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this public contract, Enabel is represented by Mrs. Sandra GALBUSERA, Resident Representative of Enabel in Mozambique, and Mr. Cedric De Bueger, Expert in Contracting.

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

The following developments are also a leitmotiv in Enabel operations: We mention 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 are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁵ on

¹ Belgian Official Gazette of 26 march 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008.

⁵ <http://www.ilo.org/ilolex/english/convdisp1.htm>.

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 respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 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.

1.4 Rules governing the public contract

This public contract shall be governed by the Belgian law, among others:

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶.

1.5 Definitions

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

- Contractor / supplier: 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;

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

- Litigation: Court action;
- Option: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the contracting authority or on the initiative of the tenderer;
- 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 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 contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disseminate 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 will comply therewith.

1.7 Deontological obligations

Any failure to conform with one or more of the deontological terms may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with Enabel.

For the duration of the contract, the contractor and its 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 Organisation (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.

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, the clarification, evaluation of tenders and applicants comparison procedures will lead to the rejection of the application or the tender.

Moreover, 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 to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees 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.

Any tender will be rejected and any (public) contract will be cancelled once it appears that the contract awarding or its performance was related to the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

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 the site, 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.

1.8 Applicable law and competent court

The public 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.

2 Object and scope of the contract

2.1 Type of contract

Public contract for Supplies.

2.2 Object and scope of the contract

This public framework supplies contract consists in the delivery and installation of *Teledetection Center Equipment* for INIR Office, in conformity with the conditions of these Tender Specifications.

2.3 Lots

This contract is a contract with the two (2) following lots:

- Lot 1 – Supply of Office Furniture
- Lot 2 – Supply of Office Equipment

Each of these two lots is indivisible. The tenderer may submit a tender for one lot or all the lots. A tender for part of a lot is inadmissible.

When tendering for several lots, the tenderer may not offer discounts or propose improvements in his tender for the case where these same lots are awarded to him.

2.4 Duration

The contract begins upon award notification and expires on the date of the final acceptance.

2.5 Variants

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

2.6 Quantities

The quantities are determined in the Technical specifications/Tender.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 41 of the Law of 17 June 2016 pursuant to a negotiated procedure with prior publication.

3.2 Publication

3.2.1 Official notification

This contract is officially advertised in the Belgian official gazette.

3.2.2 Further publication

These tender documents are published on the Enabel website (www.enabel.be).

3.3 Information

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

Until 6 days before the deadline to submit a bid, tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Mr. Célio Jone celio.jone@enabel.be cc tendersmoz@enabel.be

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.

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

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;
5. 6.5: Power of Attorney
6. 6.6: Updated certification of registration

7. 6.7: The document certifying that the tenderer is in order with the payment of social contributions;
8. 6.8: The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: Financial offer & Tender form.

The tenderer is strongly advised to use the tender forms in annexe (see point 6 “Forms”). When not using this form, he is fully responsible for the perfect concordance between the documents he has used and the form. The tender and the annexes to the tender form are drawn up in in English (or French or Dutch).

The tenderer may submit one copy of administrative documents for all lots and different technical bids for the different lots.

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 Price determination

All prices must be obligatory be quoted in Euros.

This contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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

3.4.3 Elements included in the price

Except for VAT, the unit prices include all costs and contributions of any kind, and namely:

1° the costs for (un)packaging, (un)loading, transportation, insurance, export customs clearance, delivery and unloading at the place of delivery, unless explicitly mentioned otherwise.

2° the costs for documentation relating to the supply which may be demanded by the contracting authority;

4° the costs for assembly and commissioning;

5° the costs for necessary training (where necessary).

All prices are DDP (Delivery Duty Paid) and shall be delivered in the different regions specified in the technical specifications – Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules>. The supplier is responsible and assumes responsibility for the entire process of delivering supplies to the final destination.

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

Tenderers will be bound by their tenders for a period of 90 calendar days from the deadline for the submission of tenders.

3.5 Submission of tenders

Each tenderer may only submit one tender per contract.

The offer may be submitted in **English or Portuguese**. It is NOT necessary to submit an offer in both languages.

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 tenderer submits his tender as follows:

- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 18/04/2024 at 12:00h**.

It is submitted in a properly sealed envelope bearing the following information:
Tender MOZ1503411-10094

It may be submitted:

- a) By courier

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

Enabel in Mozambique
Av. Kenneth Kaunda, 264
Maputo, Mozambique

- b) Delivered by hand with acknowledgement of receipt.

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

NB: SUBMISSION OF BIDS BY E-MAIL IS PROHIBITED

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

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

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative.

The object and the scope of the changes must be described in detail.

Any withdrawal shall be unconditional.

The withdrawal may also be communicated by fax or 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 without the tenderers.

3.8 Evaluation of tenders

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 Access rights and selection criteria

Access rights

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 access rights and 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:

Pertaining to technical capacity:
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References

The tenderer has to join to his bid the certificate of good completion signed by the client of **two (2) similar supplies, for each lot, delivered in the last three (3) years**, including the amount 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 6.9**).

3.8.2 Regularity of tenders

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

The contracting authority reserves the right to regularise irregularities before and/or during the negotiations.

3.8.3 Negotiations

The formally and materially regular tenders shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned below.

The contracting authority may decide to conduct negotiations with the most advantageous tenderers. After these negotiations, the tenderers can submit a best and final offer.

The tenderer whose tender is regular and the most advantageous on the basis of the award criteria mentioned below shall be designated the successful tenderer for this contract.

3.8.4 Award criteria

Each lot will be awarded to the bidder, selected and whose bid is regular, who submits the best price and quality for the considered lot.

Best delivery terms for the considered lot.

Best Assembly and Maintenance options for the considered lot.

Best warranty for the considered lot

3.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above and after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

We need to point out though, that in conformity 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 can either renounce to award the contract, or redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

Pursuant to Art. 95 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer of the approval of his tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- the notification of the award decision,
- these tender documents and the annexes,
- if any, minutes of the information session and/or clarifications and/or the addendum,
- the tender and all its annexes,
- any later documents that are accepted and signed by both parties.

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.

- Article 120 in so far as, in accordance with these specifications, provisional acceptance of the supplies is tacitly granted simply by the expiry of the 30-day verification period.

- Article 25 § 2 No security is required in the context of this procedure, taking into account, on the one hand, the particular method of acquisition envisaged (by means of a prepaid card), and on the other hand, the fact that the guarantees and means of action which the RGE reserves to the contracting authority, in the event of poor or non-performance of the contract, appear to be fully sufficient to protect the interests of the PA.

- Article 123 in so far as, in accordance with these specifications, fines of less than 75 euros are not disregarded.

4.1 Definitions (Art. 2)

- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance 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;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery is accepted;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Correspondence with the supplier (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender. The contracting authority allows the use of electronic means for the purpose of notification. Whether electronic means are used or not, when communicating, sharing and storing information, data must be kept complete and confidential.

4.3 Contract manager (Art. 11)

The managing official is Mrs. Sophie TEYSSIER. sophie.teyssier@enabel.be

Once the contract is concluded, the contract manager is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the

contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The contract manager is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the supplies and signing acceptance and failure report(s).

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of the contract manager. For such decisions the contracting authority is represented as stipulated under point 1.2 "Contracting authority".

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

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.

4.5 Confidentiality (Art. 18)

The contractor and his employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this contract. This information cannot under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, give this contract as a reference, provided that it indicates its status correctly (e.g. 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

4.6 Intellectual property (Art. 19-23)

The contracting authority does not acquire 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.

When the contracting authority does not acquire the intellectual property rights, it obtains a licence to exploit the results protected by the intellectual property rights for the exploitation modes that are mentioned in the contract documents.

4.7 Performance bond (Art. 25-33)

For this public contract, no performance bond is foreseen.

4.8 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.

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

4.9.1 Revision of prices (Art. 38/7)

§1 For this contract, price revisions are not permitted.

4.9.2 Unforeseen circumstances (Art. 38/9)

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

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

4.10 Preliminary technical acceptance (Art. 41-42)

The products cannot be affected unless they have been previously approved by the contract manager or his delegate.

Products which, at a given stage, do not comply with the verifications imposed are declared not to be in a technical acceptance status. At the request of the contractor, the contracting authority shall verify in accordance with the tender documents whether the products meet the required qualities or, at least, comply with good practice and comply with market conditions.

Where the contracting authority finds that the product presented is not in conformity with the requirements for examination, the contractor's request shall be deemed to have been void. A new request is made when the product is ready for reception.

4.11 Means of action of the contracting authority (Art. 44-51 and 123-124)

Failure of the contractor is not only related to services themselves but also to the whole of his obligations.

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 to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees 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 position.

In case of violation, the contracting authority can impose a set fine to the contractor 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 employee and of the advantage that the successful

tenderer hoped to obtain by offering the advantage to the employee. The contracting authority can decide independently about the application and the amount of this fine.

This term is without prejudice to the possible application of other measures as of right provided in the General Implementing Rules, namely the unilateral termination of the contract and /or the exclusion of contracts of the contracting authority for a determined duration.

4.11.1 Failure of performance (Art. 44)

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

- When the delivery is not carried out in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the contractor does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a 'failure report', a copy of which shall be sent immediately to the successful tenderer by registered letter or equivalent.

The contractor shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the 'failure report'. His silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 123 and 124.

4.11.2 Fines for delay (Art. 46-123)

Fines for delay are not related to penalties provided under Art. 46. They shall be due, without the need for notice, simply by the expiry of the implementation period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

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

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter 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 expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire 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 of the contract;

2° Performance under own management 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° shall be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract shall be borne by the new successful tenderer.

4.12 Performance modalities (Art. 115 and seq.)

4.12.1 Delivery time (Art. 116)

Lot 1 & Lot 2 shall be delivered within the 15 calendar days from the date of dispatch the award letter to the successful bidder.

4.12.2 Time of delivery

Delivery shall take place between 9am and 4pm, on weekdays excluding public holidays. The supplies must be delivered within maximum 15 calendar days following the receipt of an order form. This delivery period is binding for the contractor and starts from the date of dispatch of the order form by e-mail.

4.12.3 Delivery modalities (Art. 118)

The supplies shall be delivered at the addresse(s) mentioned in the technical specifications.

4.12.4 Packaging (art. 119)

Packaging shall become the property of the contracting authority, without the supplier being entitled to make any claim to compensation in this regard.

4.12.5 Verification of the delivery (Art. 120)

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

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

4.12.6 Liability of the supplier (Art. 122)

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under "Inspection of the supplies delivered (Art. 120)" are carried out, unless losses or damage occurring in the warehouses of the consignee are due to the events or circumstances referred to in Art. 54 and 56.

Moreover, the supplier shall guarantee the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the contract or due to failure of the supplier.

4.13 General payment modalities (Art. 66-72 and 127)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.12.5), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

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

The invoice will mention:

- Enabel, the Belgian development Agency, in Mozambique
- the name of the contract: “*Teledetection Center Equipment*” - lot 1 or lot 2
- the reference of the tender documents: “MOZ1503411-10094”
- the name of the managing official: Sophie TEYSSIER

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 payments will be made after conclusion and formal acceptance of bookings on a fortnightly billing cycle, ie 1-15 and 16-30/31.

4.14 End of the contract (Art. 64-65, 120 and 128-135)

A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 “Contract manager (Art. 11)”).

4.14.1 Transfer of ownership (Art. 132)

Acceptance only takes place after the complete verification by the contracting authority of the conformity of the supplies and services delivered. It implies the transfer of ownership and risks of damage and loss.

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

4.14.2 Provisional acceptance (Art. 128-129)

Upon expiration of the thirty-day period following the date stipulated for verification of the delivery, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

4.14.3 Final acceptance and guarantee period (Art. 134-135)

No guarantee period applies; however, in the event of defects, the contracting authority may require the supplier to replace, without any time limit within the duration of the present contract, and at its own expense, supplies with defects that do not allow them to be used in accordance with the conditions of the contract.

4.15 Changes to the procurement contract (Art. 37 to 38/19)

4.15.1 Adjusting the prices (Art. 38/7)

This public contract has no price revision.

4.16 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. 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 competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

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

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

Enabel, Public-law Company with social purposes
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms. Inge Janssens
Rue Haute 147, 1000 Brussels, Belgium.

5 Technical specifications

5.1 Description

The subject of the contract is the supply of Office Furniture and Equipment for Enabel Mozambique.

- Lot 1 – Supply of Office Furniture
- Lot 2 – Supply of Office Equipment

LOT 1: Office Furniture

<i>Item</i>	<i>Description</i>	<i>Technical specification</i>	<i>Quantity</i>
1	Cabinets	Specification in Annex 2	2
2	Air Conditioner (AC)	Specification in Annex 2	2
3	Office desks for open space environments with five partitions and chairs	Specification in Annex 2	5
4	Office Chairs for office desks	Specification in Annex 2	5
5	Meeting room table	Specification in Annex 2	1
6	Chairs for meeting room table	Specification in Annex 2	8
7	Set of desks	Specification in Annex 2	13
8	Office Chairs	Specification in Annex 2	18

LOT 2: Office Equipment

<i>Item</i>	<i>Description</i>	<i>Technical specification</i>	<i>Quantity</i>
1	Tablets	Specification in Annex 1	20
2	Protective material for the Tablets against falling, dust, water	Specification in Annex 1	20
3	GPS handheld with reach Satellite Technology	Specification in Annex 1	20
4	Drones with RTK/PPK Multispectral	Specification in Annex 1	2
5	Desktop Computers (High Performance with intel Xeon chips)	Specification in Annex 1	5
6	Laptop Computers (High performance with 13 th Gen Intel Core i9 processors)	Specification in Annex 1	6
7	Laptop Computers (Average performance with 13 th Gen Intel Core i9 processors)	Specification in Annex 1	9
8	Printer with network, colour & scan A3	Specification in Annex 1	2
9	Projector	Specification in Annex 1	1
10	Router	Specification in Annex 1	2
11	Camera-Photographic machine	Specification in Annex 1	2
12	Television-TV 75"	Specification in Annex 1	6
13	Television-TV 65"	Specification in Annex 1	1

5.1.1 New office supplies

The office supplies referred to in this contract must be new supplies, that have not yet been used or commissioned.

5.1.2 Eco-friendly supplies

For each item for which the bidder is able to provide an equivalent eco-friendly version. This proposal will not be taken into account for the financial comparison of the bids.

5.1.3 Catalogue of all the supplies

The tenderer must enclose with its tender a catalogue of all the supplies relating to the subject of the contract that it can offer in order to enable Enabel, if necessary, to order items not included in the inventory, bearing in mind that the contracting authority will take account of the title of this contract to place orders outside catalogues, even if these catalogues may concern more supplies than the "families of items" included in the inventory.

The tenderer shall attach to its tender the price list of the supplies included in its Catalog. The catalogue and price list can be presented in paper and/or pdf format.

The bidder is asked to provide a fixed percentage discount on the list prices, which, however, will not be taken into account for the determination of the most economically advantageous tender.

The percentage discount is fixed for the duration of the contract.

5.1.4 Place of delivery:

INIR Maputo – Instituto Nacional de Irrigacao.

5.1.5 Time of delivery

Delivery shall take place between 9am and 4pm, on weekdays excluding public holidays. This delivery period is binding for the contractor and starts from the date of dispatch of the order form by e-mail.

5.1.6 Additional requirement

Tenderers must enclose with their tender a full, detailed technical description of the equipment they are proposing, together with technical data sheets enabling the proposed equipment and accessories to be assessed.

6 Forms

6.1.1 Legal person entity private/public legal body

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

OFFICIAL NAME ^①				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT	NGO ^②	YES	NO
MAIN REGISTRATION NUMBER ^③				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN				
REGISTRATION		CITY		COUNTRY
DATE OF MAIN REGISTRATION				
		DD	MM	YYYY
VAT NUMBER				
ADDRESS OF HEAD OFFICE				
POSTCODE	P.O. BOX			CITY
COUNTRY				PHONE
E-MAIL				
DATE			STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE				

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

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

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

6.1.2 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 ¹⁰	
IBAN/ACCOUNT NUMBER ¹¹	
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)

¹⁰ 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.

¹¹ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.3 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:

6.4 Declaration on access rights and exclusion criteria

By submitting this tender, the tenderer declares on honour the following (cf. Art. 67-70 of the Law of 17 June 2016 and 61-64 of the Royal Decree of 18 April 2017):

He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity:

1° **Participation in a criminal organisation** as defined in Art. 324bis of the Criminal Code or in Art. 2 of Council Framework Decision 2008/841/JAI of 24 October 2008 on the fight against crime;

2° **Corruption**, as defined by Art. 246 and 250 of the Criminal Code or Art. 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union or Art. 2.1 of the Council Framework Decision 2003/568/JAI of 22 July 2003 on the fight against corruption in the private sector;

3° **Fraud** within the meaning of Art. 1 of the Convention on the protection of the European Communities' financial interests, approved by the Law of 17 February 2002;

4° **Terrorist offenses** or offenses related to terrorist activities, as defined in Art. 137 of the Criminal Code, Art. 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on the fight against terrorism, or inciting, aiding or abetting an offence as referred to in Art. 4 of that Framework Decision;

5° **Money laundering or terrorist financing** as defined in Art. 5 of the Act of 11 January 1993 on preventing use of the financial system for purposes of money laundering and terrorist financing, or in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;

6° **Child labour and other forms of trafficking in human beings** as defined in Art. 433quinquies of the Criminal Code or Art. 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA;

7° **Occupation of third-country nationals who are unlawfully staying** within the meaning of Art. 35/7 of the Act of 12 April 1965 on the protection of workers' remuneration or within the meaning of the Act of 30 April 1999 on the occupation of Foreign Workers

He has paid his **social security contributions** in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 62 of the Royal Decree of 18 April 2017);

He is in order with his obligation pertaining to the **payment of his taxes** in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 63 of the Royal Decree of 18 April 2017);

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties within the meaning of the Law of 17 June 2016. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

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 documents¹² 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**¹² 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**¹² (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.

¹² In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.9 List of the similar services

References of two (2) similar delivery in the last three (3) years for each lot, including the amount, the number of litres supplied 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.

Description of the main similar supplies	Installation place	Relevant dates in the last 3 years	Name of the public or private bodies

The tenderer must provide in his offer the **certificates of completion** (statement or certificate without major reservation).

6.10 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 unit prices, in MZN and exclusive of VAT (written in figures):

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and **exclusive of VAT**:

- Lot 1 – Supply of Office Furniture**

No.	Description	Quantity	Unit price excl. VAT	Total amount in € excl. VAT
1	Cabinets	2		
2	Air Conditioner (AC)	2		
3	Office desks for open space environments with five partitions and chairs	5		
4	Office Chairs for Desks	5		
5	Meeting room table for 8 people	1		
6	Chairs for Meeting Room	8		
7	Office Desks	13		
8	Office Chairs	18		
TOTAL				EUR (Excluding VAT)

- **Lot 2 – Supply of Office Equipment**

No.	Description	Quantity	Unit price excl. VAT	Total amount in € excl. VAT
1	Tablets	20		
2	Protective material for the Tablets against falling dust, water	20		
3	GPS handheld with reach Satellite Technology	20		
4	Drones with RTK/PPK Multispectral	2		
5	Desktop Computers (High Performance with intel Xeon chips)	5		
6	Laptop Computers (High performance with 13th Gen Intel Core i9 processors)	6		
7	Laptop Computers (Average performance with 13th Gen Intel Core i9 processors)	9		
8	Printer with network, colour & scan A3	2		
9	Projector	1		
10	Router	2		
11	Camera-Photographic Mmachine	2		
12	Television-TV 75”	6		
13	Television-TV 47”	1		
TOTAL				EUR (Excluding VAT)

Percentage discount on list price	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: