



MOZ22002-10024

SELECTION GUIDE (Phase 1)

Public works contract for Construction works for a Sanitary Landfill, a Composting Facility, a Material Recovery Facility and all shared ancillary infrastructure and facilities in the Municipality of Nacala - Mozambique

Competitive procedure with negotiation

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1 General information

1.1 Introduction

This selection guide explains the “Tendering selection phase” (Phase 1).

By publishing this selection guide, the contracting authority is inviting interested parties to submit a request to participate in this contract. In other words, this guide aim is to select suitable candidates who will be invited in the next phase of the phase of the award procedure to submit a request to participate based on the special the special specifications, which will only be sent to the selected candidates (Phase 2).

The *Selection guide Forms* are integral part of the contract documents as defined in [Section 4](#).

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by Mozambican Enabel Representation who is mandated to represent Enabel towards third parties.

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;

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.

- 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 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, 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 sectors⁵.
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement⁵.
- Circulars of the Prime Minister with regards to public procurement⁵.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019

³ Belgian Official Gazette of 18 November 2008.

⁴ <https://www.ilo.org/global/standards/lang--en/index.htm>

⁵ A consolidated version of this document can be consulted on www.publicprocurement.be.

⁶ Belgian Official Gazette of 21 June 2013.

- 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>.

1.5 Definitions

The following definitions apply to this contract:

- The applicant: The natural person (m/f) or legal entity that submits a Selection file;
- The tenderer: The natural person (m/f) or legal entity that submits a tender;
- The contractor / contractor: The tenderer to whom the public contract is awarded;
- The contracting authority: Enabel, represented by the Representation of Enabel in Mozambique;
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted; Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- Procurement documents: Contract notice and Tender Specifications including the annexes and the documents they refer to;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Summary bill of quantities: The procurement 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;

- General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;
- Litigation: Court action.
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract.
- Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Processor (subcontractor) in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller
- Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.
- Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

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

informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

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

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

1.7 Deontological obligations

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

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

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

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

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

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

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

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the public contract

2.1 Type of contract

This contract is a public works contract.

2.2 Description of the public contract

This public works contract consists in construction works for a Sanitary Landfill, a Composting Facility, a Material Recovery Facility and all shared ancillary infrastructure and facilities in the Municipality of Nacala, in conformity with the conditions of these Tender Specifications.

The contract has two lots:

- **Lot 1:** Construction works for a Material Recovery Facility and all shared ancillary infrastructure and facilities;
- **Lot 2:** Construction works for a Sanitary Landfill and Composting Facility.

Enabel wishes to entrust its execution to a single operator/contractor because of time and minimize sub-contracting logistics for easy management by the Managing authority.

The applicant can apply for Lot 1 or Lot 2 or both Lots.

2.3 Duration of the public contract

The contract begins on notification of the award and ends on final acceptance for the two lots.

- **The works for the Lot 1** must be completed in 10 months, which includes contractor mobilization times, preparatory work and commissioning: one (1) month for contractor mobilization times, preparatory work and commissioning and nine (9) months for carrying out the work as of the date set in the written service order to commence the works.
- **The works for the Lot 2** must be completed in eight (8) months which includes contractor mobilization times, preparatory work and commissioning: one (1) month for contractor mobilization times, preparatory work and commissioning and six (7) months for carrying out the work as of the date set in the written service order to commence the works. (see point 4.13 – Performance period).

The final acceptance will be pronounced One (01) year after provisional acceptance (start of the guarantee period).

2.4 Management Strategies and Implementation Plans (MSIP) to Manage Risks (ES)

The tenderer must be aware that the successful bidder/contractor will be required to submit the Contractor's Environmental and Social Management Plan (C-ESMP), along with any applicable specific plans, including the Occupational Health and Safety (OHS) Plan, Community Health and

Safety Plan (CHSP), Traffic Management Plan (TMP), Labor Management Procedures (LMP), and the Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) Prevention and Response Action Plans.

In doing so, the contractor will ensure that the Contractor's E&S personnel is consistent with the bid's specification and the overall E&S risk management requirements as presented in the Environmental and Social Impact Assessment.

- Sexual exploitation and action plan for prevention and response against abuse (EAS);
- Social Conflicts due to the presence of workers outside the site;
- Health and safety risk of workers and communities;
- Accidents with local communities during the construction
- Risk of contamination or transmission for some diseases;
- Nuisance of dust and impacts of gas emissions;
- Disturbance of noise and vibrations;
- Presence of waste materials at construction sites and shipyards, some with the potential to contaminate soil or water resources;
- Have a code of conduct to guide its employees;
- Have a manual of health, safety procedures, and
- Work environment of public knowledge (workers);
- Draw up a plan for the demobilisation of construction activities, camps and shipyards;
- Traffic Management Plan to ensure the safety of local communities in relation to construction traffic.

Note: The Environmental and Social Impact Assessment (ESIA) is already available; however, it may require adjustments to align with project-specific conditions, regulatory updates, or stakeholder feedback. Additionally, if deemed necessary by the Contractor, a full or partial revision of the ESIA might be required to ensure compliance with applicable environmental and social standards, as well as to adequately address potential risks and mitigation measures. Any proposed modifications or revisions should be conducted in consultation with relevant authorities and in accordance with project requirements.

3 Procedure

3.1 Award procedure

The contract shall be awarded in accordance with a competitive procedure with negotiation within the meaning of Articles 2, 24° and in accordance with Article 38, paragraph 1, al.1, 1, c. of the Law of 17 June 2016, given that *'the contract cannot be awarded without negotiations due to particular circumstances relating to its nature, its complexity, or the complexity, or the legal and financial arrangements, or because of the risks attached'*.

Indeed, this will be the first infrastructure of its kind in Mozambique, integrating a Sanitary Landfill, a Composting Facility, and a Material Recovery Facility. Given its complexity, uncertainties may arise during the negotiation phase. Therefore, it is essential to allow room for negotiation to appropriately address and adjust any unforeseen aspects that may arise. For this reason, the Contracting Authority has chosen to apply a competitive procedure with negotiation, as defined in Articles 2 and 24°, and in compliance with Article 38, paragraph 1, al.1, 1, c. of the Law of 17 June 2016.

The request to participate must be accompanied by the information requested by the contracting authority.

3.2 Awarding procedure

3.2.1 Official publication

This selection guide is the subject of an official publication (contract notice) in the Belgian Official Gazette.

3.2.2 Further publication

This tender is also published on the Enabel website (www.enabel.be).

3.3 Information

The awarding of this contract is coordinated by Mrs. Juliette Campogrande. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications. Once the contract is awarded, in a kick-off meeting, the single point-of-contact role will be transferred from Carmino Penina to the managing Official.

Until 7 days before the deadline for submission of tenders, prospective tenderers may ask questions about the Tender Specifications and the contract. Questions will be in writing to juliette.campogrande@enabel.be + tendersmoz@enabel.be and they will be answered in the order received.

The complete overview of questions asked will be available at the address mentioned above.

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

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

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 procurement documents that precludes the establishment of his price or the comparison of tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Form and content of applications

Applicants must draw up their applications in English or Portuguese. If the applicant draws up his application for participation on documents other than the form provided, he/she bears full full responsibility for ensuring that the documents they have used correspond perfectly and the form.

3.5 Submission of requests to participate

The participant submits his *Selection file* as follows:

One original copy signed of the completed tender will be submitted on paper. Moreover, the participant shall attach the copies requested by the guide. These copies may be submitted in one or more PDF files on a USB stick.

It is submitted in a properly sealed envelope bearing the following information:

Tender: MOZ22002-10024– Public works contract for Construction works for a Sanitary Landfill, a Composting Facility, a Material Recovery Facility and all shared ancillary infrastructure and facilities in the Municipality of Nacala

It must be submitted before the 05/05/2025 at noon (12:00pm) East African Time

a) By mail (standard or registered mail)

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

Enabel Mozambique

Av. Kenneth Kaunda n.264, Maputo, Mozambique

b) Delivered by hand with acknowledgment of receipt.

The service can be reached on working days during office hours: from 8 am to 12 pm and from 1 pm to 5 pm at the address above except on the date of deadline where only bids before 12:00pm will be accepted.

Any participation file must arrive before the final submission date and time. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

Attention: the Selection file sent by email will be rejected!

3.5.1 Opening of Selection files

The tenders will be opened behind closed doors.

3.6 Selection of applicants

3.6.1 Exclusion grounds

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

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 69 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

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

In addition to the declaration on honour to be signed, the tenderer is also asked to already enclose the following documents with its tender (as recent as possible in relation to the date of submission):

- Extract from the criminal record of the Tenderer company (If criminal record of companies exists under the law of the company country)
- Certificate of regularity of social security contributions
- Tax clearance certificate

Attention: In case of Consortium, these documents must be enclosed in the selection application for every entity member of the Consortium, or by the Subcontractor in case of Subcontracting

3.6.2 Selection criteria

Moreover, by means of the documents requested in the ‘Selection file’, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical viewpoint, to successfully perform this public contract.

Registration with the Contractor Registration Board in Mozambique

The tenderer must enclose a valid certificate of registration with the Contractor Registration Board in Mozambique in accordance with the provision of Section 16(2) (b) and (c) of Mozambique contractors Registration Act No. 17 of 1997.

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

The class of the contractor for Lot 1 should be class 7th in civil works or higher.

- License Class: 7th (Classe do Alvará: 7^a).
- Categories:
 - I, subcategories: 1st, 3rd, 13th and 14th.
 - II, subcategories: 1st, 3rd and 5th.
 - IV, subcategory: 4th.

The class of the contractor for Lot 2 should be class 6th in civil works or higher.

- License Class: 6th (Classe do Alvará: 6^a).
- Category:
 - I, subcategories: 1st, 3rd, 4th, 12th and 13th.

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

Financial Capacity

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

To be selected, the tenderer must have achieved an average annual turnover

- LOT 1: of at least 4.8 million euros over the last three years.
- LOT 2: of at least 2.4 million euros over the last three years.

References

The tenderer must provide in their participation file the certificate of good completion, signed by the client, of 2 similar infrastructural works for each LOT, related to:

LOT 1: Industrial building/warehouses. The amount of the project must equivalent to or greater than 3.2 million Euro each (Excl. VAT) delivered in the last 5 years.

LOT 2: Reservoirs, Sanitary Landfills, Retentions Basins. The amount of the project must equivalent to or greater than 1.6 million Euro for LOT 2, delivered in the last 5 years.

Relevant certifications

ISO 9001, ISO 14001, ISO 45001 or equivalent

Supervisory staff to be employed on the contract

The tenderer shall enclose with its tender a list of the personnel who will be employed during the performance of the contract. The tenderer must mention the diplomas held by these personnel and their professional qualifications and experience.

This description should include CVs for all the minimum team members listed below:

1. Work Manager:

- Civil Engineer or Architect, minimum of 15 years of professional experience and 5 years of experience in this role.

2. Technical Director:

- Civil Engineer, minimum of 10 years of professional experience in earthworks, buildings, drainage and roads;

3. General Manager:

- Intermediate civil construction technician, minimum 15 years of experience in earthworks, buildings, drainage and roads.

4. Safety Technician:

- Minimum Qualifications and Experience:
- Technical training in Occupational Health and Safety.
- Minimum of 3 years of experience in safety inspection on construction sites.
- Safety certifications, such as OSHA or equivalent.
- Participation in at least 2 similar projects.
- Knowledge of local and international environmental regulations.

Declaration on honour regarding the minimum required equipment

The tenderer must have the technical equipment required to carry out the contract properly. To attest to this, it shall attach to its tender a list of the main site equipment available to the tenderer for the execution of the work. This list must indicate the means of acquisition (ownership, leasing, hire, etc.) in due course, together with proof of the means of acquisition of the following essential plant and equipment:

FOR LOT 1

No.	Equipment Type and Characteristics	Minimum no. required
1	Bulldozer	1
2	Mechanical shovel	1
3	Backhoe loader	1
4	Compactor cylinder, min. 6 tons	1
5	Motor grader	1
6	Tank truck, min 6,000 ltr	1
7	Dump trucks, min 6 ton	2
8	Concrete mixers	2

FOR LOT 2

No.	Equipment Type and Characteristics	Minimum no. required
1	Mechanical shovel;	2
2	Compactor cylinder, min. 4 tons	1
3	Motor grader	1
4	Tank truck, min 6,000 ltr	1
5	Dump trucks, min 6 ton	1
6	Fixed box truck	1
7	Concrete mixers	2

Consortium or subcontracting

If an interested economical operator does not meet solely all the requirement requested above, he can ensure to meet the minimum requirements by means of a temporary association (consortium) or by subcontracting. The capacities of all the members of the consortium and/or the subcontractor will then be considered in the analysis of the selection criteria.

If the applicant chooses to use the capabilities of a subcontractor, the candidate must attach to its application file an undertaking by the subcontractor to make available to the candidate the resources at its disposal to perform the contract, in the event that the contract is awarded to the candidate (form 4.2 and 4.3).

In the case of a consortium or sub-contracting, the applicant must enclose proof that all the entities participating in the application are not in a situation of exclusion by enclosing the following documents

Only applicants who meet all the above selection criteria will be invited to submit a technical and financial bid based on the Tender Document that will be sent to them in a second phase.

4 Forms

4.1 Identification forms + Power of attorney

OFFICIAL NAME ②	
ABBREVIATION	
MAIN REGISTRATION NUMBER③ 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
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.

4.2 Subcontractors

Name and legal form	Address / Registered office	Object

Last name, first name:

Function:

Date:

Signature:

4.3 Third-party capacity – Forma engagement

(to be filed and signed by the subcontractor if relevant)

Declaration on honour

(To be filled out and signed by the third party)

Hereby, I undersigned,

(Name, first name, function)

Declaration on honour that.....

(Name of the third-party company and enterprise number)

will put at the disposal of tenderer

(Name of the tenderer and enterprise number)

the capacities and resources the latter claims in order to meet the requirements of this public contract, regarding the qualitative selection, for the whole term of the public contract.

The resources concerned are the following (to be completed in a clear way):

...

Company stamp:

Last name, first name:

Function:

Date:

Signature:

4.4 Declaration on honour – exclusion criteria

(to be filed and signed by each member of the consortium or Subcontractor if relevant)

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:

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.

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.

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,

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

A breach of Enabel's Policy regarding fraud and corruption risk management –

June 2019

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

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

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.

When a conflict of interest cannot be remedied by other, less intrusive measures,

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. 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

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

If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

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

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

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

Date :

Location :

Signature :

4.5 Integrity statement for the tenderers

(to be filed and signed by each member of the consortium or Subcontractor if relevant)

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

Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses, or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.

The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

Any (public) contract will be terminated, once it appears that contract awarding, or contract performance would have involved the obtaining or the offering of the above- mentioned advantages appreciable in cash.

Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.

The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

Date :

Location :

Signature :

4.6 Criminal record of the signatories of the bidding company or the signatories of the bid

To be provided by each member of the consortium or Subcontractor if relevant.

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

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

To be provided by each member of the consortium or Subcontractor if relevant.

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

-Current authenticated Tax clearance certificate

-Tax Identification Number

To be provided by each member of the consortium or Subcontractor if relevant.

4.9 References

To be enclosed in the application

4.10 Supervisory staff to be employed on the contract

To be enclosed in the application

4.11 Summary of forms and documents to be attached to the bid

Identification of the tenderer + Power of attorney

- When the tender is submitted by a legal person, the tender must include the statutes or company deeds and any changes to information regarding its administrators or managers.
- When the tender is submitted by a mandatary, the tender must include a copy of the original public deed or private document that transfers these powers to him or her or a copy of the proxy.
- When the tender is submitted by a tenderer who intends to rely on the capacities of other entities, he shall prove to the contracting authority that he will have at his disposal the resources necessary, for example, by producing a commitment by those entities to that effect. The formal engagement consists of a written declaration signed by the mandatary of the third party, indicating the means, capacities and resources made available to the tenderer for performing this public contract (see Third party capacity forms engagement). If this option was chosen, he documents regarding the exclusion grounds are also requested from this third party.

Subcontractors

Third-party capacity – Forma engagement (optional)

Integrity statement for the tenderers

Contractors Registration certificate (Class)

Criminal record of the manager of the bidding company

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

Certification of clearance with regards to the payments of applicable taxes

- Tax clearance certificate
- Tax Identification Number

References of similar works

Declaration on honour the minimum required equipment's

Supervisory staff to be employ on the contract and Curriculum Vitae of key personnel