TENDER SPECIFICATIONS

Public service contract for the "**Provision of security services for Enabel Office**"

Reference №: **2508MOZ -10234**

Country: **Mozambique**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications:	Until the **fifth day** before the deadline for submission of tenders
Deadline for submission of tenders:	**19 November 2026** at **12:00 pm (Mozambican Time)**

Belgian development agency

enabel.be

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

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

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

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

Name	Position
TAS Adriaan	Country Representative

2. **Attention: even if Enabel as contracting authority is based in Belgium, Enabel has different "permanent establishments" in partner countries, who are 'customer' in the sense of tax legislation.[1] As a result, services of this contract are deemed to be in Mozambique, and applicable tax legislation is legislation of Mozambique.**

3. Rules governing the public contract

1.4 The following, among others, apply to this public contract:

1. The Law of 17 June 2016 on public procurement;
2. The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
3. The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
4. The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
5. Circulars of the Prime Minister with regards to public procurement;
6. Enabel's policy regarding sexual exploitation and abuse – June 2019;
7. Enabel's policy regarding fraud and corruption risk management – June 2019.

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

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

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

4. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

1.9. This public contract is a service contract for provision of: **Provision of security services for Enabel Office.**

2. LOTS

1.10. This public contract is not divided into lots.

2. ITEMS

2.1. This public contract consists of the items listed under clause 3 of chapter 7 Forms - Tender form - Prices.

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

1. DURATION OF THE PUBLIC CONTRACT

1.1. This public contract starts **upon award notification** and ends **upon completion of performance** (clause 15 of chapter 4 Special Contractual Provisions).

1.2. This public contract **is for one year and renewable for three years, and up to a maximum of 4 years, depending on satisfactory performance and need.**

2. VARIANTS

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

3. OPTIONS

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

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

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

2. PUBLICATION

This contract is advertised in

3.2. The following platform:

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

(b) Newspaper

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

3. FURTHER INFORMATION

3.4. **Public procurement administrator**

The awarding of this public contract is coordinated by:

Contract Service Center CSC

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

3.5. **Requesting clarifications**

Prospective tenderers have **5 days** before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 moz_csc_contracts@enabel.be and will be answered in the order received.

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

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

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be published not later than 5 days before the deadline for submission of tenders.

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

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

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

VALIDITY PERIOD OF TENDERS

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

DATA TO BE INCLUDED IN THE TENDER

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

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

(a) English.

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

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

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

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

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

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

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

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

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

g) Certificate of Payment of taxes;

h) Certificate of Payment of social contributions INSS

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

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

(a) All documents demanded for the application of award criteria (see clause 14);

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

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

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

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

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

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

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

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

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

1. TENDER CURRENCY

All prices given in the tender form must obligatorily be quoted in **Meticals (MZN).**

2. DETERMINATION OF PRICES

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

3. ELEMENTS INCLUDED IN THE PRICE

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

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

(a) Administrative management and secretariat services;

(b) Where applicable, the measures imposed by occupational safety and worker health legislation.

(c) Acceptance costs.

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

SECTION (C) - SUBMISSION OF TENDERS

SUBMISSION OF TENDERS

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

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

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

2.5. For this public contract, tenders will be submitted electronically via email: **tendersmoz@enabel.be**

2.6. It shall be submitted only as e-mail attachments and not via a link to a platform. The files shall **b**e clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

2.7. The tenderer shall submit separately, the administrative, technical and financial proposals in the email. In case they exceed 6MB, then the tenderer submits separate emails clearly indicating 'Administrative, technical or Financial proposal'.

2.8. The subject of the e-mail shall clearly mention t**he procurement reference number** and the contract title, as stated on the cover page of the tender specifications, as well as the name of tenderer.

Tenders must be submitted no later than 19November 2026 at 12pm (Mozambican Time).

7. TENDER SIGNATURE

7.1 The tenderer is not required to sign the tender and its annexes individually when uploading them to the electronic platform.

These documents shall be signed normally handwritten or normal electronic signature

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

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

3.0. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

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

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

2.9. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 7 Forms).

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

2.11. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.

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

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

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

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

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

13. OVERVIEW OF THE PROCEDURE

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

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

2.19. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 14). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.

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

2.21. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 14) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds.

3 AWARD PROCEDURE

1. CONCLUDING THE CONTRACT

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

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

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

1. These tender specifications and their annexes;
2. The approved BAFO and all of its annexes;
3. The registered letter notifying the award decision;
4. Any later documents accepted and signed by both parties, as appropriate.

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

4 SPECIAL CONTRACTUAL PROVISIONS

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

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

SECTION (A) - GENERAL

1. USE OF ELECTRONIC MEANS (ART. 10)

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

2. MANAGING OFFICIAL (ART. 11)

2.1. The managing official for this public contract will be assigned in the award notification. The managing official is responsible for overseeing the performance of the contract.

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

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

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

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

3. CONFIDENTIALITY (ART. 18)

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

3.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning

the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

4. PROTECTION OF PERSONAL DATA

4.1. Processing of personal data by the contracting authority

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

4.2. Processing of personal data by the service provider

Where during contract performance, the service provider processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply :

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

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

Given the public contract, it is to be considered that the contracting authority and the service provider will each be responsible, individually, for the processing.

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

5.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.

5.2. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent licence for the results protected by intellectual property law. This license must cover the modes of exploitation necessary for performance of this public contract.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

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

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

8.1. Scope

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

8.2. Nature of the amendment

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

8.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract.
To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract.
If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed.

The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

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

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

Price revisions are not allowed under this contract.

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

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

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

10.3. When activities are suspended, based on this clause 0, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

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

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

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

3. The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

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

11.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 11. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

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

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

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

1. The change entered into force after the tenth day preceding the deadline for submission of tenders, and

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

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

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

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

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

13.2. Influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 0, regardless of whether the contracting authority is aware of. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.

SECTION (F) - PERFORMANCE MODALITIES

14. ORDER FORMS (ART. 146)

15. DEADLINES AND TERMS (ART. 147)

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

15.2. Performance shall start from **the day after the date on which the service provider received the contract conclusion notification letter**.

15.3. Since the performance period is an award criterion, failure to include it in the tender will render it **substantially irregular**.

16. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address: **Avenida do Zimbabwe, 385, Maputo, Mozambique**.

17. INSPECTION OF THE SERVICES (ART. 150)

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

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

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

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

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

SECTION (G) - MEANS OF ACTION

19. FAILURE OF PERFORMANCE (ART. 44)

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

1. When contract performance is not carried out in accordance with the conditions specified in the procurement documents;

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

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

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

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

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

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

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

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

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

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

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

21.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 21.1 However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

21.1. The measures as of right are:

1. Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting

authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2. Completion of all or part of the unfulfilled contract by the contracting authority itself;

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

SECTION (H) - END OF THE PUBLIC CONTRACT

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

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

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

22.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the “GIR” (clause 23).

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

22.5. The acceptance process is final and concludes the services under the contract.

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

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

23.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in **Meticals (MZN).**

23.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Avenida do Zimbabwe, 385, Maputo, Mozambique**.

23.4. Payment will be made in monthly instalments upon receipt of corresponding invoice. The contractor shall send the invoice to **invoice.moz@enabel.be**

24 ADVANCE PAYMENTS

24.1. Notwithstanding clause 23.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the

regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the service provider.

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

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

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

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

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

24.3. No advance is granted before:

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

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

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

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

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

5 TERMS OF REFERENCE

Provision of security services for Enabel Mozambique Office - Maputo

1. Background

Enabel Mozambique recently relocated its head office in Maputo, which is currently situated at 385 Av. do Zimbabwe. The move required a series of restructuring and readjustments, including the physical security requirements for its new premises. To strengthen the protection of personnel, premises and assets and to support the prevention and timely management of security incidents, Enabel Mozambique intends to establish a contract framework with a private security company to provide continuous security coverage of the office with two posts in 24h/7.

2. Object

a. Provide security services for Enabel Mozambique Maputo office
b. Deployment: 1 guard during the day and 2 guards in night shifts

3. Objective

Provide security services and access-control services at Enabel Mozambique Maputo Office, mitigate and respond to security related risk of:

a. Unauthorised access to the premises;
b. Theft, burglary and vandalism;
c. Threats to staff, visitors and other authorised persons;
d. Damage to organisational property, equipment and assets;
e. Security incidents occurring within or immediately around the office;
f. Uncontrolled access during and outside normal working hours;
g. Fire incidents.

4. Scope and responsibilities

The contractor shall provide security services covering Enabel office premises, including the main entrances, internal and external perimeter, parking area and other designated areas.
The services shall include:

4.1. Access Control

a. Control and monitor all persons (visitors and staff) accessing and leaving the premises;
b. Ensure that staff and visitors use the institutional badge appropriately;
c. Maintain a visitor register/logbook;
d. Record all visitors accessing the premises;
e. Prevent unauthorised persons from entering restricted areas;
f. Prevent unauthorized vehicles from accessing the premises;
g. Control the movement of Enabel's vehicles entering and leaving the premises;

4.2. Premises Protection

a. Maintain continuous preventive control of the office premises;
b. Record unusual or suspicious activity around the office;
c. Conduct regular patrols both in internal and external perimeter;
d. Monitor gates, doors, fences, windows;
e. Report signs of attempted intrusion, damage or tampering;
f. Reinforce vigilance and redness during periods of increased security risk.

4.3. Opening and closing security procedures

a. Support and ensure compliance with established office opening and closing SOP;
b. Dubble-check the external surroundings before opening the premises;
c. Ensure safe access to the premises;
d. Ensure designated access point, doors, windows are secured at the end of the working day;
e. Report to the Security Officer any abnormal situation identified during opening or closing checks.

4.4. Incident reporting

a. Report security incidents and near accident to the Security Officer;
b. Record incidents in the security occurrence book;
c. Report suspicious persons, vehicles or activities;
d. Report attempted break-ins, theft, vandalism, threats, disturbances, fire or other emergencies;
e. Complete written incident reports when requested.

4.5. Emergency response

a. Alert immediately any critical incident or emergency to the Security Officer;
b. Raise the alarm in accordance with established procedures;
c. Contact relevant emergency services when required;
d. Assist in firefighting effort, without putting own life at risk;
e. Assist with controlled evacuation of personnel, where appropriate;
f. Keep access routes clear for emergency responders.

4.6. Staff vehicles

Adopt security posture to prevent theft of vehicles or car parts of vehicles of Enabel staff parked in immediate surrounding area of outside perimeter, where applicable.

5. Especial responsibilities

a. Be responsible for the safety and security of people, property, plant and equipment;
b. Daily deployment of guards;
c. Ensure there is a quick response team to respond to emergencies at the Enabel facility and /or to reinforce to the guards if there is any breach.
d. Carry liability for the losses/damages occurring out of negligence and incompetence of guards during execution of their duties;
e. Ensure regular inspection of guards on duty;
f. Monitor electronic surveillance equipment, if installed;
g. Control/monitor the fire/security control alarm equipment (if installed) and ensure that alarm activations are handled promptly and properly.
h. Ensure that outside of regular working hours all rooms (doors and windows) are closed and locked, electricity switched off, no water leakage.
i. Provide an Emergency Response Plan to Enabel staff;
j. Provide monthly security updates and include incident reports in case of any security incident to the Security Advisor;
k. Ensure appropriate security equipment for the fully fulfilment of the duties:
    - Appropriate security uniform;
    - Identification badge;
    - Baton;
    - Torch/flashlight;
    - Communication equipment/mobile phone or radio;
    - Rain protection for outdoor duties;
    - Security logbook;
    - Visitor register;

- Other basic equipment necessary for the agreed duties.

6. Code of Conduct

The force/guard on duty are prohibited, but not limited to:

a. Absence, abscondment and desertion from duty;
b. Sleeping while on duty;
c. Doing work that does not relate to the guards' duties like washing staff vehicles;
d. Reading books and playing any games such as cards, chess, using social media such as Facebook, WhatsApp, TikTok, YouTube etc;
e. Drinking alcohol, use of drugs and other intoxicants while on duty;
f. Delegating guarding to someone else without prior appropriate permission;
g. To receive/host personal visitors at any time on duty;
h. Use of inappropriate/abusive/vulgar language;
i. Engage in arguments or confrontations with staff, visitors or members of the public;
j. Use excessive force;
k. Disclose confidential information obtained during the performance of their duties. Any breach of confidentiality may constitute grounds for removal of the guard and/or termination of the contract, subject to the contract terms and applicable law.
l. Any other misconduct exhibited by guards, inspectors or staff of service provider in line with execution of duties.

7. Safeguarding

a. Prevention of sexual exploitation and abuse;
b. Protection from sexual harassment;
c. Non-discrimination;
d. Professional and respectful conduct.

8. Minimum qualifications and experience of Guards

a. Have received relevant security- guard training
b. Have at least 3 years of relevant security experience, preferably in an international organisation, diplomatic mission, NGO or similar environment;
c. Possess adequate communication and interpersonal skills to perform their duties effectively
d. Have sufficient reading and writing skills to maintain security logs and incidents reports
e. Be able to communicate effectively in Portuguese;
f. Be physically and professionally fit to perform assigned duties
g. Have no criminal record or other legal impediment preventing them from performing security duties
h. Have knowledge of basic emergency procedures, including firefighting and emergency evacuation.

The Contractor shall be responsible for verifying and ensuring compliance with these requirements for all guards deployed under the contract. Enabel may request supporting documentation or conduct verification checks at any time during the contract. Guards who do not meet the required profile may be rejected or replaced by the Contractor upon Enabel's request.

9. Selection Criteria

No	Criteria	Rating Pass/Fail
01	Company legally registered in Mozambique (valid business license), with active NUIT. ▪ Proof: copy of business registration certificate and NUIT card.	

02	Company shall demonstrate that it has a documented HR Policy, ensuring formal employment contracts and payment of at least the legal minimum wage to its staff	
03	Have a relevant experience (at least 5 years) in the private security industry in Mozambique. Working experience with international organisations, embassies or non-governmental organisations would be a relevant asset. ▪ Proof: Company profile and a list of at least three (3) similar contracts successfully completed during the last five (5) years, indicating the client's name, contract value, scope of services, and contract period, accompanied by reference letters, contracts, invoices, payment certificates/receipts, or other equivalent supporting documentation.	
04	Be able to communicate effectively in Portuguese and English ▪ Proof: A signed self-declaration confirming that the tenderer's commercial contact persons are able to communicate in written and spoken Portuguese and English.	
05	Financial capacity of the company/organisation or turnover. Proof: Audited financial statements for the past 3years, demonstrating an average annual turnover of **MZN 1,920,000.00.**	

10. Award Criteria

No	Award Criteria	Proof/Support documents	Points
01	Company capacity and capabilities, including approach and arrangement in incident/emergency response scenarios	Document of at least 5 pages enlisting operational capabilities (means of communication, vehicles, firepower, etc). Crisis response plan/emergency response plan	25
02	Uniforms and equipment	Support document of type and quality of organic work resources in duty station	20
03	Staffing, supervision and 24/7 coverage arrangements	Guards' deployment and daily supervision plans	15
04	Guards' qualification and training, including in first aid and emergency evacuation	Guard's training profile/curriculum and periodicity	10
05	**Total**		**70%**
06	**Price**		**30%**

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

11. AWARDING THE PUBLIC CONTRACT

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

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

12. CONCLUDING THE CONTRACT

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

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

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

d. These tender specifications and their annexes;

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

(f) The registered letter notifying the award decision;

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

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

1. IDENTIFICATION FORM

Enabel Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

Enabel

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

Enabel

Identification forms public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME *As indicated on the official document.*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
TELEPHONE NUMBER	
E-MAIL	
DATE *DD MM YYYY*	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. LIST OF SUBCONTRACTORS

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

List of subcontractors planned to be engaged in the implementation of the contracts			
Name and legal form	**Address / Registered office**	**Object of engagement**	**LOT in which will be engaged *(if applicable)***

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

3. TENDER FORM - PRICES

Description	Quantity	Unit	Price
Monthly lump-sum price for the complete 24/7 security service	1	Month	
Total price excluding VAT			
VAT rate %			
Total price including VAT			

Please provide a breakdown of the cost including the price per guard (night and day/night shift 12 hours), supervision and administrative cost as well as equipment etc.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

Enabel

4. FINANCIAL IDENTIFICATION FORM

BANKING DETAILS		
ACCOUNT NAME 2		
IBAN/ACCOUNT NUMBER3 NIB		
CURRENCY		
BIC/SWIFT CODE		
BANK NAME		
ADDRESS OF BANK BRANCH		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		
ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		
SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)	

2 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.

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

5.Integrity statement for the tenderers

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

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

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

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

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

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

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

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

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

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

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

Date:

Location:

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

To add to the bid.

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.

Certification of clearance with regards to the payments of applicable taxes

-Current authenticated Tax clearance certificate from **

-Tax Identification Number (NUIT)

-Value Added Tax (VAT) registration certificate

References

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 (details in 3.5.2):

If the tenderer does not have the specialists required below in its internal structure, it can ensure their presence in the team by means of a temporary association (consortium) or by subcontracting. In the latter case, the tenderer must indicate the share of the contract that it intends to subcontract.