Tender documents GMB 407:

Equipment et rehabilitation of the Solar Pumping System and the Water Distribution System in the Community Garden at Kerr Ardo in the North Bank Region of The Gambia

Gambia

Enabel Reference: GMT170011T
Project: Rural Infrastructure and Employment Creation (RIEC)
Financed by: The European Trust Fund for Africa (EUTF)
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Erreur ! Signet non défini.
1 General point

1.1 Deviations from the General Implementing Rules

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

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “Enabel”, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

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

For this public contract, Enabel is represented by Mr Alessio Pannini Salavadori, CPM, and Mr Cédric De Bueger, ECA.

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company as well as 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.

The following developments are also a leitmotiv in Enabel operations: We mention as main examples:

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;


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1 Belgian Official Gazette of 26 march 2013
2 Belgian Gazette of 30 December 1998
3 Belgian Official Gazette of 11 December 2017
• 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 Organisation 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 respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;

• The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

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

• The Law of 17 June 2016 on public procurement6;

• The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts7;

• The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector8;

• The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts9;

• Circulars of the Prime Minister with regards to public contracts6.

1.5 Definitions

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

• Contractor / supplier: The tenderer to whom the contract is awarded;

• Contracting authority: Enabel, represented by Mr Alessio Pannini Salavadori, CPM, and Mr Cédric De Bueger, ECA;

• Contract manager: The official or any other person who manages and controls the performance of the contract;

• Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;

• Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;

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6 Belgian Official Gazette of 14 July 2016.
7 Belgian Official Gazette of 21 June 2013.
8 Belgian Official Gazette of 09 May 2017.
9 Belgian Official Gazette of 14 February 2013.
• General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;

• Litigation: Court action;

• Option: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the contracting authority or on the initiative of the tenderer;

• Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;

• Tender: The commitment of the tenderer to perform the public contract under the conditions that he/she has submitted;

• Tenderer: The economic operator that submits a tender;

• Tender documents: This document and its annexes and the documents it refers to;

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

1.6 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they will comply therewith.

1.7 Deontological obligations

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

For the duration of the contract, the contractor and its staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.
Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, the clarification, evaluation of tenders and applicants comparison procedures will lead to the rejection of the application or the tender.

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

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

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

1.8 **Applicable law and competent court**

The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.16 “Litigation (Art. 73)”. 


2 Object and scope of the contract

2.1 Type of contract
Public supplies contract purchase with or without an option to buy.

Object and scope of the contract
This public supply contract consists of providing equipment and rehabilitation of pumping and distribution of water of one IFAD solar gardens with enough water, in conformity with the conditions of these tender documents.

2.2 Lots
This contract is a contract with one lot.

2.3 Items
The lot consists of the following items:

1. WATER PUMPING MATERIALS;
2. MATERIALS FOR SOLAR SUBMERSIBLE PUMP SYSTEM;
3. PLUMBING MATERIALS
4. TRANSPORT, INSTALLATION AND TRAINING.

These items are grouped and form one single lot. The tenderer must submit prices for all items of the lot.

2.4 Duration
The contract starts upon award notification and expires at the final acceptance of delivered goods and service.

In as far the threshold of this procedure is not exceeded, and in accordance with Article 57 of the Law of 17 June 2016, the contracting authority reserves the right to extend the public contract to similar supplies during 3-year period starting from contract awarding.

The contracting authority reserves the right to terminate the contract by notifying the contractor at the latest one month before the date of anniversary of the contract. This termination does not in any way lead to damages for the contractor.

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

2.6 Option
Option is not required and is not necessary.

2.7 Quantities
The public contract’s minimum quantities are mentioned under points 6.11 “Financial offer & tender form” and 5 “Technical specifications”. Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the contractor acquires the right to deliver these quantities.
The contracting authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than <30% of the original financial offer in the tender. The unit prices quoted in the tender shall be used. Exact quantities shall be determined in order forms. The contracting authority does not commit in any way as to quantities that will actually be ordered through this contract. The contractor cannot use the fact that the listed quantities were not attained as a basis for claiming compensation.

The public contract has no minimum quantities. The estimates given under points 6.11 “Financial offer & tender form” and 5 “Technical specifications” are for information purposes only and regard the whole duration of the contract. The contractor must therefore be able to perform these quantities for the period that covers the duration of the public contract.

Exact quantities shall be determined in order forms. The contracting authority does not commit in any way as to quantities that will actually be ordered through this contract. The contractor cannot use the fact that the listed quantities were not attained as a basis for claiming compensation. See also point 4.12 “Performance modalities (Art. 146 et seq.)”.

Only the first order is determined. During the contract period and in function of the evolution of the needs, the contracting authority will be able to commit for additional orders. Such commitment will be made by registered letter and will be for the above-mentioned quantities at least.
3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1° a) of the Law of 17 June 2016 pursuant to a negotiated procedure without publication.

3.2 Publication

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

3.3 Information

The awarding of this contract is coordinated by El Hadji Amadou BEYE. Throughout this procedure, all contacts between the contracting authority and the tenderers about the present contract will exclusively pass through this person. Tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

At the latest 10 calendar days before the final date for receipt of tenders, tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016. Questions shall be addressed by email to: elhadjiamadou.beye@enabel.be.

They shall be answered in the order received. The complete overview of questions asked shall be available as of at the latest 06 calendar days before the final date for receipt of tenders at the address mentioned above. Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

In order to submit a tender in due form, the interested tenderers can obtain / consult the following documents at the above-mentioned address: on the Enabel website (www.enabel.be).

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

The certification delivered by the contracting authority on that occasion must be joined to the tender. Participation is optional.

The tenderer is supposed to submit his/her tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published and/or that are sent to him/her by individual registered letter or by electronic mail.

To do so, when tenderers have downloaded the tender documents, they are requested to contact the above-mentioned persons, to provide him/her with their contact details and to be informed of possible changes or additional information. Tenderers who have downloaded the tender documents are also advised to consult Enabel website (www.enabel.be).

The tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him/her from establishing his/her price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.
3.4 Tender

3.4.1 Data to be included in the tender
The tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

- The identification form;
- The power of attorney;
- The integrity statement for the tenderers;
- The access right and qualitative selection documents;
- The financial offer & tender form;
- The technical offer.

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

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

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

3.4.2 Price determination
All prices shall be given in EUR (euros) and rounded off to two figures after the decimal point. Prices given are without VAT.

This contract is a mixed contract, meaning that the prices are fixed according to the modes described hereunder:

For item 1, 2 and 3 this contract is a unit price contract, i.e. only the unit prices are lump-sum prices. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract.

For item 4, this contract is a lump-sum price contract, i.e. the global price is an all-in price which covers all the services (transport, installation and training) concerned by the contract. The all-in price will, if necessary, be calculated on the basis of a breakdown of the lump-sum price. In the latter case, an all-in price will be given for each separate item in the itemised breakdown. The total price will be calculated by adding together the various all-in prices for all such items.

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

3.4.3 Elements included in the price
Except for VAT, the lump-sum price includes unit prices include all costs and contributions of any kind, and namely:
1° the costs for (un)packaging, (un)loading, transportation, insurance, export customs clearance, delivery and unloading at the place of delivery, unless explicitly mentioned otherwise.

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

4° the costs for assembly, installation and commissioning;

5° the costs for necessary training.

All prices are DDP (Delivery Duty Paid) — Incoterms 2010 International Chamber of Commerce http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules. The supplier is responsible and assumes responsibility for the entire process of delivering supplies to the final destination.

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

If payments are done on Gambian bank accounts, withholding taxes is due, and withholding taxes must be included in the lump-sum prices proposed.

Withholding taxes are due, the cost will be paid directly by Contractor.

3.4.4 Period of validity

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

3.5 Submission of tenders

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

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “TENDER GMB 407: Equipment et rehabilitation of the Solar Pumping System and the Water Distribution System in the Community Garden at Kerr Ardo in the North Bank Region of The Gambia”

The tender must be received before 18/09/2020 at 17.00 PM. It must be sent to El Hadji Amadou BEYE and Cédric De BUEGER by email below (standard mail or registered mail):

elhadjiamadou.beye@enabel.be and cedric.debueger@enabel.be

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

Offices can be reached on working days during office hours: from 8:30 AM to 05:30 PM Gambian time.

Enabel,
Khamsys Technologies
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The Gambia

Any tender must arrive before the final submission date and time. Tenders that arrive late will not be accepted.

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 “Submission of tenders”. The tenders shall be opened behind closed doors without the tenderers.

3.8 Evaluation of tenders

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

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

The attention of the tenderers is drawn to the fact that they have to allow delegates of the contracting authority to visit their installations under the framework of the analysis of the tenders by the contracting authority.

3.8.1 Access rights and selection criteria

Access rights

By submitting this tender, the tenderer certifies that he/she is not in any of the cases of exclusion listed in point 6.3 “Declaration on access rights and exclusion criteria”.

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

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

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of Law of 17 June 2016.
1) An extract from the criminal record made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;

2) The document certifying that the tenderer is in order with the payment of social contributions, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

3) The document certifying that the tenderer is in order with the payment of levies and taxes, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

4) The document certifying that the tenderer is not into bankruptcy, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

The above-mentioned documents are to be recent; recent means they are established less than three months before the tender submission deadline.

Tenderers of Belgian nationality who have an enterprise number only have to provide the extract of the criminal record. The contracting authority will itself verify the situation of the tenderer for points 2, 3 and 4 via the Télémarc system.

Selection criteria

Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable from a technical point of view to successfully perform this public contract.

In order to be selected, the tenderer must submit:

Financial capacity

The tenderer attaches to his offer a declaration on his honor in which he declares to have achieved a turnover of more than 50,000 € for each of the last three years (2017, 2018 and 2019).

Technical capacity

3 Références

1. Expérience de la firme:

The tenderer attaches to his offer certificates of good performance of 3 similar services.

3.8.2 Regularity of tenders

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.
Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

3.8.3 Negotiations

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

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

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

3.8.4 Award criteria

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

- **Price: 80%;**

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

\[
\text{Points tender } A = \frac{\text{amount of lowest tender} \times X}{\text{amount of tender } A}
\]

- **Methodology: 20 %;**

The tenderer proposes a methodology (understanding of ToR, strategy and work plan & timetable of activities) based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

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<th></th>
<th>Understanding of ToR</th>
<th>10 points</th>
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<tr>
<td>2.</td>
<td>Strategy, Work plan &amp; timetable of activities</td>
<td>10 points</td>
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3.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above. We need to point out though, that in conformity with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority can either renounce to award the contract, either redo the procedure, if necessary, through another awarding procedure.
3.9 Concluding the contract

Pursuant to Art. 88 (DNPWithP) or 95 (NPWithoutP) of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer of the approval of his/her tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

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

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

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

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33)”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

4.1 Definitions (Art. 2)

- **Contract manager**: The official or any other person who manages and controls the performance of the contract;

- **Performance bond**: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;

- **Acceptance**: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;

- **Progress payment**: Payment of an instalment under the contract after service delivery is accepted;

- **Advance**: Payment of part of the contract before service delivery is accepted;

- **Amendment**: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Correspondence with the supplier (Art. 10)

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

4.3 Contract manager (Art. 11)

The contract manager is Mr. James Dean Intervention Manager of RIEC, james.dean@enabel.be.

Once the contract is concluded, the contract manager is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The contract manager is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the supplies and signing acceptance and failure report(s).
However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of the contract manager. For such decisions the contracting authority is represented as stipulated under point 1.2 “Contracting authority”.

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

4.4 Subcontractors (Art. 12-15)

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

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

4.5 Confidentiality (Art. 18)

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

4.6 Intellectual property (Art. 19-23)

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

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

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

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

When the contracting authority does not acquire the intellectual property rights, it obtains a licence to exploit the results protected by the intellectual property rights for the exploitation modes that are mentioned in the contract documents.
4.7 **Performance bond (Art. 25-33)**
For this public contract, no performance bond is required.

4.8 **Conformity of performance (Art. 34)**
The supplies and services must comply in all respects with the contract documents. Even in the absence of technical specifications in contract documents, the works, supplies and services must comply in all respects with good practice.

4.9 **Unforeseen circumstances (Art. 38/9)**
As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

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

4.10 **Preliminary technical acceptance (Art. 41-42)**
The products cannot be effected unless they have been previously approved by the contract manager or his/her delegate.

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

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

4.11 **Means of action of the contracting authority (Art. 44-51 and 123-124)**
Failure of the contractor is not only related to services themselves but also to the whole of his/her obligations.

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

In case of violation, the contracting authority can impose a set fine to the contractor for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the successful tenderer hoped to obtain by offering the advantage to the employee. The contracting authority can decide independently about the application and the amount of this fine.

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

4.11.1 Failure of performance (Art. 44)
The contractor is considered to be in failure of performance of the contract:

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

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

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

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

4.11.2 Fines for delay (Art. 46-123)
Fines for delay are not related to penalties provided under Art. 46. They shall be due, without the need for notice, simply by the expiry of the implementation period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

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

4.11.3 Measures as of right (Art. 47-124)
§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his/her right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

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

2° Performance under own management of all or part of the non-performed contract;
3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

4.12 Performance modalities (Art. 115 and seq.)

4.12.1 Partial orders (Art. 115)
If, for all or part of the services to be provided, the contract documents provide for one or more partial orders, performance under the contract shall be dependent upon notification of each of these orders.

4.12.2 Delivery period (Art. 116)
The supplies must be delivered within **35 calendar days maximum**. This delivery period is binding for the tenderer and starts from the contract award date. It includes the period for the installation, commissioning and training.

In his/her tender forms the tenderer must provide the delivery period for the supplies. The period for delivery must be expressed in calendar days. This delivery period is binding for the tenderer and starts from the contract award date.

4.12.3 Delivery modalities (Art. 118)
The supplies shall be delivered at the following address:

- the garden originally funded by IFAD’s Livestock and Horticulture Development Project (LHDP) in the community of Kerr Ardo in NBR

4.12.4 Packaging (art. 119)
Packaging shall become the property of the contracting authority, without the supplier being entitled to make any claim to compensation in this regard.

4.12.5 Verification of the delivery (Art. 120)
The contractor supplies only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

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

4.12.6 Liability of the supplier (Art. 122)
The supplier shall be liable for his/her supplies up to the time when the inspection and notification formalities referred to under "Inspection of the supplies delivered (Art. 120)" are carried out, unless losses or damage occurring in the warehouses of the consignee are due to the events or circumstances referred to in Art. 54 and 56.
Moreover, the supplier shall guarantee the contracting authority against any claims for compensation for which he/she is liable towards third parties due to late performance of the contract or due to failure of the supplier.

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

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.14.2 “Provisional acceptance (Art. 128-129)”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

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

Enabel,
Khamsys Technologies
BIJILO Tourist Layout
BIJILO
The Gambia

The invoice will mention:

• “Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”;

the name of the contract: “GMB 407: Equipment and rehabilitation of pumping and distribution of water of one IFAD solar gardens at Kerr Ardo in the North Bank Region of The Gambia”

• ”

• the name of the contract manager: James Dean

The invoice shall be in euros.

Payment is made considering the schedule below:

Enabel will pay the contractor according to the following schedule:

• 5% of the value of the contract once the contractor has provided an initial inception report detailing the work’s technical specifications.

• 60% of the value of the contract after the materials have been purchased, delivered to the site, and inspected by Enabel.

• 30% of the total value of the contract will be paid at the end of work after Enabel’s initial acceptance of the finished work and the training.

• 5% of the total amount will be retained by Enabel for a period of one year from the end of construction as a guarantee of good workmanship. This amount will be paid after Enabel’s final reception of the supplies and service.
No advance payments may be requested, and payment will be made only after performance and acceptance. Payment will be by bank transfer only.

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

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

4.14.1 Transfer of ownership (Art. 132)

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

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

4.14.2 Provisional acceptance (Art. 128-129)

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

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

In addition to the legal warranty against hidden defects, the products are guaranteed for minimum 1 (one) year from the date of provisional acceptance. During that time, at his/her own expense, the contractor repairs or replaces, as the contracting authority prefers, any defect, shortcomings and nonconformity found, and reimburses the contracting authority for any damage sustained as a direct or indirect result by him/herself or third parties.

A new warranty period of minimum 1 (one) year applies to repairs and supplies or services delivered as a replacement. Final acceptance occurs after the warranty period.

4.15 Modifications to the contract (Art. 37-38 and 121)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered;
2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

4.16 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.
The contracting authority shall in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor guarantees the contracting authority against any claims for compensation by third parties in this respect.

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

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

5.1 General conditions
The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning. They will be conforming to the technical specifications.

5.2 Description / specifications of equipment
The tenderer will include the following in his/her tender:

- The technical forms of the supplies.
- The brochure and/or technical documentation with photographs relating to the supplies.
- The certificates of origin of the supplies.

Any supporting document to attest high quality standards such as European Conformity certificates (CE marking), ISO norm, CCC, CE, UL, VDE...

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

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

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

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

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

5.3 Delivery
The goods must be delivered, and services done within 35 calendar days maximum. This delivery period is binding for the tenderer and starts from the contract award date. It includes the period for the installation, commissioning and training. The goods shall be delivered at the following addresses:

- the garden originally funded by IFAD’s Livestock and Horticulture Development Project (LHDP) in the community of Kerr Ardo in NBR
5.4 Installation and commissioning

The contractor will ensure the installation and commissioning of the delivered equipment, in consultation with the contract manager and his/her delegates. Accessories such as batteries, wiring, fasteners and other specific (adjustment) tools must be included. All equipment must comply with the general safety rules and European standards or similar (EC mark...) and be adapted to the local power conditions (power plugs and sockets, frequency, voltage...).

5.5 Training

Trainings must take place as soon as the equipment is installed and commissioned. Installation, commissioning and training costs are borne by the contractor and will be included in the lump sum unit price of each item. Trainings must take place at the delivery places within 35 calendar days from the date of delivery, installation and commissioning at the place of delivery of the equipment for one (1) week to three (3) selected persons.

5.5.1 Content of the trainings

The trainings will be provided by the contractor in English or in the local speaking language. They will cover among others the following aspects: operation, routine maintenance, use of equipment, explanation of possible options, safety instructions, as well as "do's" and "don’ts".

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

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

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

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

An electronic version of training materials will be attached.

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

5.5.2 Trainer(s)

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

5.6 After-sales service

By submitting his/her tender, the tenderer certifies that he/she commits to:
• Supplying through a separate contract the spare parts that are demanded from him/her during a 5-year(s) period starting on the delivery date of the last supply;

• Maintaining and repairing through a separate contract the supply during a 5-year(s) period, either by his/her own services or through subcontractors.

5.7 Detail of the terms of reference

5.7.1.1 Project Context

Roughly 60% of The Gambia’s land area of 11,000 square kilometres is classified as agricultural land. Agriculture currently employs 70% of the country’s total population of 1.8 million. Among agricultural value chains, horticulture benefits from especially favourable growing and trade conditions. The country’s climate and soils are conducive to vegetable production and the Gambia river watershed provides abundant groundwater. In addition, there are untapped markets available for Gambian fresh vegetables, to supply the tourism sector on the coast, and provide fresh tropical vegetables to the African

Despite these resources, The Gambia’s horticultural sector is presently performing well below its potential, held back by a set of constraints that include low productivity and the lack of appropriate rural infrastructure. Many gardens still struggle with water access due to damaged or poorly engineered irrigation infrastructure. In part because of these constraints, horticulture in The Gambia has remained at a “subsistence plus” level. Women gardeners produce vegetables during the dry season both for local consumption and for petty trading on weekly markets (lumos). To increase yields in the vegetable gardens, it is necessary to improve productivity by providing appropriate irrigation infrastructure and by protecting the crops against roaming animals.

The following scope of work involves the rehabilitation of the solar pumping system and the water distribution system in the community garden of Kerr Ardo in the North Bank Region. IFAD’s Livestock and Horticulture Development Project (LHDP) built this garden several years ago, but for various technical reasons, it has fallen into disuse. If the proposed intervention is successful in delivering the optimal amount of water (250m³/24 hrs) to the 5ha community garden at Kerr Ardo, Enabel will issue a larger procurement for the rehabilitation of an expanded number of gardens. The LHDP constructed over 30 gardens in The Gambia, none of which are functional at present.

5.7.1.2 Social Aspects

The community of Kerr Ardo comprises a population of around 925 people. Each of the 154 households in the village has been allotted a piece of land to cultivate in the community garden. The garden infrastructure was set up by IFAD’s LHDP project to improve community nutrition and to provide a small source of cash income for the village’s women gardeners. The women have a committee which is divided into three groups, and each group has a head, although none of the groups have names. The women seem well organized and very engaged, but they face serious constraints. Presently, less than 10% of the 5ha community garden is in use. The women are struggling to grow crops in small beds
for their own consumption. Even the few sparsely irrigated plots are planted with drought-resistant crops such as cassava.

5.7.1.3 Assessments
In June 2020, an Enabel team comprised of the Intervention Manager, the Rural Infrastructure Expert, and the Rural Engineer visited the garden to survey the general conditions there. They assessed:

- The size and location of the garden
- The condition of the fencing
- The number and size of the reservoirs and their condition
- The condition of the nursery building
- The height of the water tower, the size of its storage tank and its condition
- The size, number, and working condition of the solar panels
- The condition and yield of the borehole
- The size and condition of the solar pump
- The layout and condition of the ground piping

After this initial assessment, in July 2020, Enabel hired Swami India, a local contractor, to test the borehole at Kerr Ardo. The purpose of this diagnostic was to determine whether there was sufficient water in the borehole to irrigate all 5ha of the garden. The full results of this assessment are provided in Annex A.

5.7.1.4 Findings
- The fences surrounding the gardens are not strong enough to resist incursions by animals. Some areas are already badly damaged including parts of the gates.
- There are 8 rows and 6 columns of reservoirs, a total of 48 throughout the garden in both gardens. Most of the reservoir floors, as well as the inside and outside walls are worn out. The tap pipes do not extend over into the reservoir basin. Some of the tap heads are either missing or broken.
- The building within the garden’s premises (designed as a nursery) is in bad condition. The roof of the building is completely damaged.
- The water tank is 10m high and of 55m3 capacity. It appears to be in good working condition with no signs of leakage, although its lining may need to be replaced.
- The solar display consists of 6 solar panels of 12 volts, some of them working well.
- The borehole is 63m deep and is in good condition (see borehole data in annex A).
- The solar pump is an SQ FLEX-2, a good quality pump but with a small capacity that is insufficient to fill the water tower.
- Many of the PVC pipes in both the solar pumping system and the distribution system are broken or blocked and need to be replaced entirely.
- The women have paid a technician to lay in a new pipe from the borehole to the water tower and a new pipe from the water tower to the nearest reservoir, but this is sufficient to water at most one tenth of the garden.
- Borehole data: see annex A.

5.7.2 SCOPE OF WORK
5.7.2.1 Objective

The objective of this scope of work is to provide a functioning solar pumping system and water distribution system in the community garden at Kerr Ardo. Enabel will use this intervention as a pilot project to guide the renovations of other such gardens in the North Bank and Central River regions. The selected contractor will install the appropriate materials (see bill of quantities above) to enable the garden’s solar pumping system to pump water to the garden’s reservoirs using a hybrid gravity-fed and direct drive distribution system.

5.7.2.2 Requested Services

- Renovate the solar water pumping system
  - Rehabilitate the existing water tower if needed. This includes waterproofing by replacing the lining if necessary, securing any of the plates that are loose and replacing any of the pipes and valves that are broken or corroded.
  - Replace all the piping from the borehole to the water tower with pipes that are adapted to the capacity of the pump to be installed, in other words, pipes that are of sufficient size, gauge, and strength to prevent any leakage, breakage, or rupture due to water pressure produced by the pump during normal.
  - Install a float switch that will shut off the pump once the water tower is filled.
  - Install a direct drive pumping system that fills the 48 reservoirs directly.
  - Install a pressure switch that will shut off the pump as soon as the pressure reaches a certain bar level that could strain the system.
  - Install a valve system that enables an easy switching from the float switch (filling the tank) to the direct drive system (filling the reservoirs directly).
  - Install a new solar pump large enough and powerful enough to fill both the 55m³ water tower and the 48 reservoirs twice daily.
  - Secure the new solar panel installation and all the solar equipment behind a chain link fence topped with barbed wire.

- Renovate the water distribution system
  - Change all the underground piping to the correct size and gauge pipes to carry the water from tower to all 48 reservoirs in the garden. Ensure that the pipes can carry at least 10 bar pressure.
  - Repair and resurface all existing concrete reservoirs with basalt-based mortar.
  - Replace all the taps on all the reservoirs with heavy duty taps.

5.7.2.3 Required Outputs

The contractor will rehabilitate the garden with the best available materials, replacing all the existing defective and/or inadequate materials. The contractor will guarantee that the solar water pumping system and the distribution system in the garden function to irrigate all 5ha at a rate of 25m³ per hectare twice per day. The contractor will provide a minimum one-year guarantee on parts and labour. The contractor shall provide the specifications for all the materials that will be used in the project. These specifications will be subject to review and discussion with Enabel once the contract is awarded. The contractor will also need to provide a five-year service plan (to be budgeted in the proposal) for spare parts and maintenance. The project will be implemented under the supervision of Enabel’s engineers and the authority of Enabel’s Intervention Manager.
5.7.3. DATES

- 5.7.3.1 Projected Start Date

The starting date of the assignment is scheduled for October 2020.

- 5.7.3.2 Projected End Date

The finishing date of the work is scheduled for November 2020.
### 6 Forms

#### 6.1 Identification form

<table>
<thead>
<tr>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and first name of the tenderer or name of the company and legal form</td>
<td></td>
</tr>
<tr>
<td>Nationality of the tenderer and of staff (if different)</td>
<td></td>
</tr>
<tr>
<td>Domicile / Registered office</td>
<td></td>
</tr>
<tr>
<td>Telephone number</td>
<td></td>
</tr>
<tr>
<td>National Social Security Office registration number</td>
<td></td>
</tr>
<tr>
<td>Company number</td>
<td></td>
</tr>
<tr>
<td>Represented by the undersigned (Surname, first name and function)</td>
<td></td>
</tr>
<tr>
<td>Contact person (telephone number, e-mail address)</td>
<td></td>
</tr>
<tr>
<td>If different: Project manager (telephone number, e-mail address)</td>
<td></td>
</tr>
<tr>
<td>Account number for payments Financial institution Under the name of</td>
<td></td>
</tr>
</tbody>
</table>

Done in ................................, on ..............................

Signature:

Name:

..............................................................
6.2 **Integrity statement for the tenderers**

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

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

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

- He has read and understood the articles about deontology and anti-corruption included in the tender documents and declares going along completely and respecting these articles.

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

If above-mentioned contract is awarded to the tenderer, he/she declares, moreover, agreeing with the following provisions:

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

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

- Any failure to conform with one or more of the deontological terms may lead to the exclusion of the contractor from this contract and from other contracts for Enabel.

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

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

**Name and first name: ..........................**

**Duly authorised to sign this tender on behalf of: ..........................**

**Date: .......................... Signature: ..........................**
6.3 Declaration on access rights and exclusion criteria

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

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

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

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

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

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

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


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

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

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

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

Name and first name: ..........................

Duly authorised to sign this tender on behalf of: ..........................

Date: .......................... Signature: ..........................
6.4 **Power of attorney**

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

6.5 **Certification of registration and / or legal status**

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

6.6 **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. The tenderer registered in Belgium must be in order for the 1st trimester of 2020.

6.7 **Certification of clearance with regards to the payments of applicable taxes**

At the latest before award, the tenderer must provide a recent certification, the recent means they are established less than three months before the tender submission deadline, from competent authority stating that the tender is in order with the payment of applicable taxes that apply by law in the country of establishment.

6.8 **Extract from the criminal record**

At the latest before award, the tenderer must provide an extract from the criminal record in the name of the tenderer (legal person) or his/her representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol).

---

10 In case of a joint venture, the certificate must be submitted for all members of the tendering party.
6.9 Financial statement

The tenderer must have achieved a total turnover for each of the last three years (2017, 2018 and 2019) of at least 50 000 euros.

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

<table>
<thead>
<tr>
<th>Financial data</th>
<th>Year-2 €</th>
<th>Year-1 €</th>
<th>Last year €</th>
<th>Average €</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual turnover, excluding this public contract[^11]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets[^12]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities[^13]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

[^11]: Last accounting year for which the entity's accounts have been closed.
[^12]: The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.
[^13]: A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.
[^13]: A company’s debts or obligations that are due within one year. Current liabilities appear on the company’s balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.
6.10 List of the similar supply deliveries

The tenderer must provide in his/her offer the list of the **main similar supplies (min. 3) delivered in the last 3 years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in delivering those supplies.

<table>
<thead>
<tr>
<th>Description of the main similar supply deliveries</th>
<th>Delivery places</th>
<th>Amount involved</th>
<th>Relevant dates in the last 3 years</th>
<th>Name of the public or private bodies</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6.11 Certificates of completion

For each of the projects listed, the tenderer must provide in his/her offer the certificates of completion (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.
The description of the technical equipment, measures used by the supplier to guarantee quality, and the company's study and research resources;

List of all technicians and technical services that belong or not to the company, in particular those that are in charge of quality control;

With regards to products that have to be supplied, samples, descriptions and/or photographs that can be authenticated at the request of the contracting authority;

Certificates that have been granted by recognized competent official institutes or quality control services, in which the conformity of products that are clearly identified by their reference is confirmed with certain specifications or standards;
6.12 Financial offer & tender form

Do NOT change the “Financial offer & tender form”. Reservations are not permitted. Tenderers must, under penalty of substantial irregularity, give prices in euros and without VAT.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his/her own (sales) conditions. He/she commits to executing this public contract for the following lump-sum unit prices, in EUR and without (written in figures):

Solar Water Pumping System materials

<table>
<thead>
<tr>
<th>Item N°</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>List Price/Unit</th>
<th>Net Amount [GMD]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submersible pump system including controller with Data Module, motor, and pump end</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>11,000 Wp; 22 x 2 modules; 15° tilted</td>
<td>pc</td>
<td>44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>4 mm² 3-phase cable for power and 1-phase cable for ground</td>
<td>m</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Well Probe V2, Float Switch, Pressure Switch, PV Disconnect 1000-40-5, PV Protect 1000-125, SmartPSUK2, SmartStart, Surge Protector2</td>
<td>set</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total price without VAT

MATERIALS FOR SOLAR SUBMERSIBLE PUMP SYSTEM

<table>
<thead>
<tr>
<th>Item N°</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>List Price/Unit</th>
<th>Net Amount [GMD]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PSk2-7 C-SJ30-6, Rp 3&quot; Multi-stage Centrifugal Pump End, non-return valve</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>AC Drive Sub 6'' .5kw - 380V-3ph-50z water filled 6</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PSk2-7 Controller-5.5kVA-D pump Controller, for Solar (PV) operation</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Water level sensor for dry run protection. POM protection enclosure, max. 5 bar</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>4*4mm² submersible cable, round, potable water approved, per meter</td>
<td>pc</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2*1mm² submersible cable, round, potable water approved, for dry-run probe, per meter</td>
<td>pc</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Safety Rope Dia. 10mm, Polyester, approx. 4000kg max. pull load per meter</td>
<td>pc</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Galv / Aluminium Fixed structure 40 solar modules, Trina Solar 280-24V, distance to the ground 60cm, 15 degrees tilt, including fixation parts for modules and mounting, including concrete foundation</td>
<td>lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Trina Solar, Polycrystalline, 280Wp, max 37.7V, low-light performance,</td>
<td>pc</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Module antitheft measures per solar arrays</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>MNSPD-600 PV surge prot. MidNite max. 600V</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>PV Disconnect 1000-40-5 PV disconnect switch 1000VDC/40A, max. 5 strings, plastic box, IP54</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Surge protector, outdoor, max. 14V</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>PV Protect 1000-125 Surge Protective Device for PV Systems, 1000VDC/125A, plastic box, IP54</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Junction Box IP65 arrangement including mounting bracket</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Tank Float Switch, 30m cable, start-stop function</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Pressure switch for Lorentz pumps, 1-5 bar start-stop function</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Water level sensor for dry run protection</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Nylon Cable Ties, dia 50mm, 350mm long, 50pcs / packet</td>
<td>pc</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>1*4mm² cable, UV-resistant PV array wiring, black, /m</td>
<td>pc</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Cable splice kit 2.5-6sqmm Submersible cable splice kit for ECDRIVE, 2.5</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Grounding Connect kit</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Straight Adaptor 2.5&quot; to 3&quot;</td>
<td>pc</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Water metre, WP-DN50.0.1cbm/p</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Borehole head with galvanize Flanges to connect the water meter</td>
<td>pc</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Pump to borehole head piping 2.5&quot; per meter</td>
<td>pc</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>2.5&quot; push fit connectors, per set of 2</td>
<td>pc</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Transportation and installation cost</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PRICE WITHOUT VAT**

Water Distribution System
## PLUMBING MATERIALS

<table>
<thead>
<tr>
<th>Item N°</th>
<th>Designation</th>
<th>Unit</th>
<th>Quantity</th>
<th>List Price/Unit</th>
<th>Net Amount [GMD]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PVC Buis KIWA CR 90x2,7 PN7,5 L=10 SV90mm (450m)</td>
<td>pc</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>PVC Buis KIWA CR 63X2,0 PN6 L=10 SV (350m)</td>
<td>pc</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PVC Buis KIWA CR 50X2,0 PN8 L=10 SV (250m)</td>
<td>pc</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>90mm PVC coupling</td>
<td>pc</td>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>63mm PVC coupling</td>
<td>pc</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>50mm PVC coupling</td>
<td>pc</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>PVC Knie 90°GR 90 PN16</td>
<td>pc</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>PVC T-Stuk 90°GR 90 PN16</td>
<td>pc</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>63x63 PVC end elbow</td>
<td>pc</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>63mm PVC end caps</td>
<td>pc</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>90mm x 32mm saddle clip</td>
<td>pc</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>63mm x 32mm saddle clip</td>
<td>pc</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>50mm x 32mm saddle clip</td>
<td>pc</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Polyethylene tube, per meter 32mm</td>
<td>pc</td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Galvanized elbow 32mm</td>
<td>pc</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Galvanized union 32mm</td>
<td>pc</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>32mm Nipples</td>
<td>pc</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>32mm galvanized sockets</td>
<td>pc</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Taps head</td>
<td>pc</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Reservoir rehabilitation</td>
<td>lot</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>PVC-63 to iron reducer 2&quot;</td>
<td>pc</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Storage tank connector</td>
<td>pc</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>PTF tapes</td>
<td>pc</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Manhole for stop valve</td>
<td>pc</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Tins of Tangit glue</td>
<td>tins</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Water stop valve</td>
<td>pc</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Total Garden Water Pipe Distribution material cost</td>
<td>lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Trench digging per meter</td>
<td>m</td>
<td>2150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Transportation of the materials to the project site at NBR (see scope of work below) and Installation</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL INSTALLED PRICE WITHOUT VAT**
### Training

<table>
<thead>
<tr>
<th>Item N°</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>List Price/Unit</th>
<th>Net Amount [GMD]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Training</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total price without VAT**

Name and first name: ....................................................

Duly authorised to sign this tender on behalf of: ...............................................

Place and date: ....................................................

Signature: ......................................................
6.13 Technical specifications + technical offer

Contract title: Public supplies contract for GMB 407

Reference: GMT170011T

Columns 1-2 should be completed by the Contracting Authority

Columns 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Table: Delivery Details

<table>
<thead>
<tr>
<th>Delivery (DDP):</th>
<th>Deadline in calendar days (X days maximum from the contract award date):</th>
<th>... days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### The Warranty Period

- The warranty period covering the supplies delivered will be at least valid for 1 year.
- A wider guarantee period may be proposed (see point 3.8.4 “Award criteria”).

### Short Description of Users Training of the Supplies

- Short description of the supplies training (possibilities, limitations...): ...

### Local Accredited Dealership/Mechanic Workshop

<table>
<thead>
<tr>
<th>Name:</th>
<th>...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>...</td>
</tr>
</tbody>
</table>
| Contact person: | Name: ...
| | Tel.: ...
| | Fax: ...
| | E-mail: ...

### Documentation to Attach

- Brochure and/or technical documentation with photographs relating to the supplies.
- The certificates of origin of the supplies.
- Any supporting document to attest high quality standards such as < European Conformity certificates (CE marking), ISO norm, CCC, CE, UL, VDE...
6.14 CV(s) of the proposed technician(s)

The tenderer shall include in his/her tender the CV(s) of the proposed technician(s) who will be in charge of the installation of the equipment and who will provide the training (see point 5 “Technical specifications”).

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

6.15 Subcontractors

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<th>Name and legal form</th>
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