



Tender documents Enabel in Mozambique
MOZ184 of 11/10/2019

Public supplies contract for the “Supply and installation of IT equipment for the Ministry of Mineral Resources and Energy of Mozambique and Provincial Directorates of Mineral Resources and Energy of Manica and Sofala”

Country: Mozambique

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1 General point

1.1 Deviations from the General Implementing Rules

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

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

1.2 Contracting authority

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

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

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

1.3 Institutional framework of Enabel

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

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

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁵ on

¹ Belgian Official Gazette of 26 march 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008.

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

Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

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

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

1.5 Definitions

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

- Contractor / supplier: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

- Litigation: Court action;
- Option: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the contracting authority or on the initiative of the tenderer;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer.

1.6 Confidentiality

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

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

1.7 Deontological obligations

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

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

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the

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

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

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

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

1.8 Applicable law and competent court

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

2 Object and scope of the contract

2.1 Type of contract

Public supplies contract.

2.2 Object and scope of the contract

This public supplies contract consists of “Supply and installation of IT equipment for the Ministry of Mineral Resources and Energy of Mozambique and Provincial Directorates of Mineral Resources and Energy of Manica and Sofala”, in conformity with the conditions of these tender documents.

2.3 Lots

The contract has 5 lots, each of which is indivisible. The tenderer may submit a tender for one, two or all the lots. A tender for part of a lot is inadmissible.

The description of each lot is included in point 5 “Technical Specifications” of these tender documents.

The lots are:

- Lot 1: Supply of IT equipment in DIPREME Sofala
- Lot 2: Installation of IT equipment in DIPREME Sofala
- Lot 3: Supply of IT equipment in DIPREME Manica
- Lot 4: Installation IT equipment in DIPREME Manica
- Lot 5: Supply of IT equipment in MIREME DPC

Contracts will be awarded lot by lot, but the contracting authority may choose the most favourable overall solution taking account of the discounts offered.

2.4 Duration

The contract starts upon award notification and expires at the final acceptance (see point “4.12.1 “Delivery and installation period (Art. 116)””).

2.5 Variants

Each tenderer may submit only one tender.

2.6 Quantities

The public contract’s estimated quantities are mentioned under points 6.10 “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.

If additional quantities need to be supplied from the list of items requested in these tender documents, the supplier will have to adhere to the unit price submitted in its original offer.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1^o 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 Akila Munir, Procurement Officer of Enabel in Mozambique. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

Tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016 until the **16th October 2019 at 4PM**. Questions shall be addressed in writing to:

Ms. Akila Munir
Procurement Officer
Enabel in Mozambique
akila.munir@enabel.be

They shall be answered in the order received. Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published and/or that are sent to him 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 from establishing his 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 declaration of Guarantee.

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

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

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

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

3.4.2 Price determination

All prices shall be given in MZN (Mozambican meticaís) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

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

For Lots 1, 3 and 5, this contract is a price scheduled 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 Lots 2 and 4, this contract is a lump-sum price contract, i.e. the global price is an all-in price which covers all the works/supplies/services 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 unit prices include all costs and contributions of any kind, and namely:

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

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

4° the costs for assembly and commissioning;

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

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

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

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

3.5 Submission of tenders

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

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

The signed and dated original and “copies” will be sent in a sealed envelope mentioning: “**TENDER**”, the tender documents number (**MOZ184**) and the Navision code (**MOZ1403011**).

The tender must be received **before 25th October 2019 at 12PM**. It must be sent to:

**Ms. Akila Munir
Procurement Officer
Enabel in Mozambique
Av. Kenneth Kaunda, 762
Maputo, Mozambique**

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

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

Offices can be reached on working days during office hours: from 8:00 AM to 5:00/2:00PM (Monday-Thursday/Friday). All times are in the time zone of the country of the Contracting Authority (Mozambican time).

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted.

3.6 Amending or withdrawing tenders

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

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

3.7 Opening of tenders

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

3.8 Evaluation of tenders

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

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

3.8.1 Access rights and selection criteria

Access rights

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

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

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

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

Selection criteria

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender

documents a selection file with the information requested in point 6 “Forms” with regards to his economic and financial capacity as well as his technical capacity.

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

3.8.2 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 commission. This evaluation shall be conducted on the basis of the award criteria mentioned below.

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

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

3.8.4 Award criteria

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

Lot 1, 3 and 5 (Supplies)

- Price: 50 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 50$$

- Quality and technical value of the supplies: 25 %;

With regards to the ‘quality and the technical value’ criterion, tenderers that meet the minimum requirements will be awarded full marks and tenderers that do not meet the requirements will get deductions. Each item will be assessed individually against the minimum technical specifications requested in the technical specifications

- Time for delivery: 15 %;

With regards to ‘time for delivery’, tenderers that respect the delivery period (See 4.12.1 “Delivery and installation period” and 5 “Technical Specifications”) will receive full marks. Kindly note that penalties will be applied during implementation of the contract if there are delays in supplying and delivery of goods without just cause.

- Guarantee: 10%

With regards to the 'Guarantee', tenderers need to submit the signed Form 6.11 'Declaration of Guarantee (Only Lots 1, 3 and 5)' with their offer.

Lot 2 and 4 (Installation)

- Price: 50 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 50$$

- Previous experience of company in similar services: 30 %;

With regards to the 'previous experience of company in similar services' criterion, tenderers that provide min. 3 proven similar services will be awarded full marks (Please see Form 6.8).

- Time for installation: 20 %;

With regards to 'time for installation', tenderers that respect the installation period (See 4.12.1 "Delivery and installation period" and 5 "Technical Specifications") will receive full marks. Kindly note that penalties will be applied during implementation of the contract if the service provider delays in finalising the services without just cause.

- Guarantee: 10%

With regards to the 'Guarantee', tenderers need to submit the signed Form 6.12 'Declaration of Guarantee (Only Lots 2 and 4)' with their offer.

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.

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

3.9 Concluding the contract

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

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

- the notification of the award decision,
- these tender documents and the annexes,
- if any, minutes of the information session and/or clarifications and/or the addendum,

- the tender and all its annexes,
- any later documents that are accepted and signed by both parties.

4 Specific contractual provisions

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

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)").

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. Evert Waeterloos, Intervention Manager, evert.waeterloos@enabel.be.

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

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

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the

competence of the contract manager. For such decisions the contracting authority is represented as stipulated under point 1.2 “Contracting authority”.

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

4.4 Subcontractors (Art. 12-15)

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

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

4.5 Confidentiality (Art. 18)

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

4.6 Intellectual property (Art. 19-23)

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

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

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

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 as the implementation period that does not exceed 45 calendar days.

4.8 Conformity of performance (Art. 34)

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

4.9 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 delegate.

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

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

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

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

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

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

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

4.11.1 Failure of performance (Art. 44)

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

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

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

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

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

4.11.2 Fines for delay (Art. 46-123)

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

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

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

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

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

§ 2 The measures as of right are:

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

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

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

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

4.12 Performance modalities (Art. 115 and seq.)

4.12.1 Delivery and installation period (Art. 116)

For lots 1, 3 and 5, the supplies must be delivered within **20 calendar days maximum**. The tenderer can specify a shorter delivery period in their offer but has to respect the maximum delivery period at all times. This delivery period is binding for the tenderer and starts from the contract award date.

For lots 2 and 4, the installation and commissioning must be finalised within **15 calendar days maximum** after the goods are delivered and communicated to the contractor that they can proceed with the services. This installation period is binding for the tenderer and starts from the contract award date.

4.12.2 Delivery modalities (Art. 118)

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

4.12.3 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.

4.12.4 Verification of the delivery (Art. 120)

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

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

4.12.5 Liability of the supplier (Art. 122)

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

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

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

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.14.2 "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:

Ms. Teresa Da Cruz
Project Finance and Administration Assistant
Capacity Development of MIREME and ARENE
Av. Kenneth Kaunda, 762
Maputo, Mozambique

The invoice will mention:

- **“Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”**;
- the name of the contract: **“Supply and installation of IT equipment for the Ministry of Mineral Resources and Energy of Mozambique and Provincial Directorates of Mineral Resources and Energy of Manica and Sofala”**;
- the reference of the tender documents: **“MOZ184”**;
- the Navision code and the lot number: **“MOZ1403011”**;
- the name of the contract manager: **“Mr. Evert Waeterloos”**;

The invoice shall be in Mozambican Meticaís.

No advance payments may be requested and payment will be made only after performance and acceptance. Payment will be by bank transfer only.

Full payment per lot will be made after provisional acceptance of each supply delivery and/or installation of the same order, as can be seen below.

Lot n°	After approval of:
1.	Supply, delivery and acceptance of IT equipment in DIPREME Sofala
2.	Installation and commission of IT equipment in DIPREME Sofala
3.	Supply, delivery and acceptance of IT equipment in DIPREME Manica
4.	Installation and commission of IT equipment in DIPREME Manica
5.	Supply, delivery and acceptance of IT equipment in MIREME DPC

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 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 himself 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 Background

5.1.1 Capacity Building of MIREME and ARENE by Enabel

The collaboration between the Government of Mozambique and Belgium covers capacity building in the Ministry of Mineral Resources and Energy (MIREME) as well selected Provincial Directorates of Mineral Resources and Energy (DIPREME) in Zambezia, Manica and Sofala.

5.2 Description of tasks / specifications of equipment

5.2.1 Brief context

DIPREME Sofala and DIPREME Manica (Lot 1, 2, 3 and 4)

Sofala and Manica were two of the provinces that were affected by the passage of Cyclone Idai earlier this year which resulted in tremendous damages, including damage of IT Equipment in the DIPREMEs. To support MIREME at national and provincial level in its reporting and planning tasks, the Belgian Development Agency (Enabel) has agreed to support in the acquisition and installation of IT equipment for DIPREME Sofala and DIPREME Manica.

MIREME DPC (Lot 5)

The Ministry of Mineral Resources and Energy, specifically in the Directorate of Planning and Cooperation (DPC) and National Directorate of Energy (DNE) have been facing significant difficulties with regards to reliable Internet access and often experience several signal interruptions. When it is working normally, the internet speed is relatively slow. To support MIREME at national and provincial level in more efficient reporting, planning and coordination activities, the Belgian Development Agency (Enabel) has agreed to support in the acquisition of IT equipment in order to improve internet infrastructure. This activity is also aligned with future interventions related to setting up an integrated IT platform for energy data as well as a GIS platform in MIREME, which due to nature of the software will require stable internet access and accompanying infrastructure.

5.2.2 Scope of work

This contract covers both the supply and installation of IT equipment in DIPREME Sofala, DIPREME Manica and only supply of IT equipment for MIREME DPC.

This public supplies contract has 5 lots, namely:

- Lot 1: Supply of IT equipment in DIPREME Sofala
- Lot 2: Installation of IT equipment in DIPREME Sofala
- Lot 3: Supply of IT equipment in DIPREME Manica
- Lot 4: Installation of IT equipment in DIPREME Manica
- Lot 5: Supply of IT equipment in MIREME DPC

Tenderers are invited to apply for one, two or more lots and can be awarded a single lot or multiple lots, depending on their offer.

5.2.3 Description of work

5.2.3.1 Supply of IT equipment

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.

For lots 1, 3 and 5, the tenderer(s) will have to ensure the supply and delivery of all the IT equipment as described in Form 6.10 to the designated public institutions mentioned in Section 5.4 of this document. The technical specifications of the equipment is detailed in Form 6.10 and tenderers are expected to fill in the form accordingly.

The tenderer will include the following in his tender:

- The technical forms of the supplies to be delivered duly filled out.
- The brochure and/or technical documentation with photographs relating to the supplies.
- The certificates of origin of the supplies.
- Any supporting document to attest high quality standards such as 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 operator/service manual for each equipment will be written in English and delivered with each equipment.

Guarantee of supplies

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 own expense, the Supplier 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 himself 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.

It is expected that the Supplier provides technical support within **4 working days** from date of request.

Please fill in and submit Form 6.11 with your offer. Compliance with this requirement is part of the Award Criteria.

5.2.3.2 Installation of IT Equipment

For lots 2 and 4, we are looking for a company in the area of Information Technology / ICT with experience and proven ability in planning and implementation of projects of cabling and wireless networks.

The contractor will ensure the installation and commissioning of the delivered equipment, in consultation with the contract manager and his 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...).

It is expected that the contractor will perform the following functions per lot:

- Install Wireless Network in the relevant DIPREME;
- Install in appropriate locations three (3) wireless routers in each DIPREME;
- Install protection mechanisms and current oscillation for wireless routers;
- Supply and install power outlets for the network equipment for each DIPREMEs;
- Supply and mount two (2) Gigabit manageable switches, one for each DIPREMEs;
- Install two (2) 1000 VA UPS to power the rack equipment, one in each DIPREME;
- The network cables to be installed must be UTP of Cat 6 category.
- Supply and Install in each DIPREMEs RJ-45 sockets with interconnection to routers in order to interconnect printers;
- Install all the necessary accessories for the good implementation of the wireless network in each DIPREMEs;
- Mount projector on the wall for DIPREME Sofala
- Interact with the DPC, area of ICTs of MIREME, for purposes of harmonization of technical issues and appropriate solutions for this purpose;
- Other non-referenced technical issues will be addressed during the execution of the work.
- Documenting the structure of the wireless network
- DPC, through the Department of ICT, will supervise the work of the contracted company, configure all network equipment, including the placement of wireless cards on the desktops, placement of printers in the network and server configuration.

It is expected that the service provider for installation and commissioning controls whether the supplies provided will be sufficient for the successful completion of their services and provide a report to the Contracting Authority if there is a need for additional supplies.

Guarantee of installation services

In addition to the legal warranty against hidden defects, the installation is guaranteed for **minimum 6 (six) months** from the date of provisional acceptance. During that time, at his own expense, the Service Provider 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 himself or third parties.

It is expected that the Service Provider provides technical support within **4 working days** from date of request.

Please fill in and submit Form 6.12 with your offer. Compliance with this requirement is part of the Award Criteria.

5.3 Delivery and Installation Period

(a) The goods must be delivered within a **maximum of 20 calendar days (Lot 1, 3 and 5) starting on the day after the award notification**. The tenderer can specify a shorter delivery period in their offer but has to respect the maximum delivery period at all times.

The goods shall be delivered at the following addresses below.

Nº	For:	At the attention of:	Address:	Lot no.
1.	DIPREME Sofala	Mildo Mateus de Nazario Daramba	Rua Major Serpa Pinto, 12th floor, Prédio do Governo, Beira, Sofala, Moçambique	1
2.	DIPREME Manica	Octávio Vasco Semba	Avenida 25 de Setembro, Prédio do Governo Edifício 2, Chimoio, Manica, Moçambique	3
3.	MIREME DPC	José Pereira	Praça 25 de Junho nº 217, Edifício da Geologia, 8º Andar, Maputo, Mozambique	5

(b) The installation and commissioning must be finalised within **15 calendar days maximum** after the goods are delivered and communicated to the service provider that they can proceed with the installation services (Lot 2 and 4). If the supply and installation lots are awarded to different tenderers, it is expected that the suppliers for both lots liaise between themselves to implement the contract in a timely manner.

NB. It is estimated that the contract is awarded during the first week of November 2019.

6 Forms

6.1 Identification form

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

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 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 professional integrity:

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

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

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

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

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

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

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

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

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

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

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.4 Power of attorney

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

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

6.5 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹⁰ 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**¹⁰ from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment..

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

At the latest before award, the tenderer must provide a **recent certification**¹⁰ (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

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

6.8 List of the similar services

The tenderer must provide in his offer the list of the **main similar installation services (min. 3) delivered in the last 3 years in Mozambique** including the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in providing these services, as specified in section 5.2.3.2 “Installation of IT equipment”.

Please note that proof of similar services is an Award criterion (See Section 3.8.4 Award Criteria).

Lot n°: 2 and 4 (Installation of IT Equipment)

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

Upon request of the contracting authority only, the tenderer will provide for supporting documents (reference letters, contracts, invoices...) approved by the entity which awarded the contract.

6.9 Financial offer & tender form

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

Lot n° 1: Supply of IT equipment for DIPREME Sofala

Item n°	Description	Qty	Unit costs exc. VAT	Total costs exc. VAT*
1.	Supply of desktops	22	MZN	MZN
2.	Supply of keyboards	22	MZN	MZN
3.	Supply of monitor	22	MZN	MZN
4.	Supply of mouse	22	MZN	MZN
5.	Supply of MS Office for desktop/laptop	26	MZN	MZN
6.	Supply of antivirus for desktops/laptops	26	MZN	MZN
7.	Supply of wireless desktop cards (PCI Express Adapter)	22	MZN	MZN
8.	Supply of laptop	4	MZN	MZN
9.	Supply of laptop bag	4		
10.	Supply of photocopier	1	MZN	MZN
11.	Supply of B/W printer	3	MZN	MZN
12.	Supply of colour printer	1	MZN	MZN
13.	Supply of wireless router	3	MZN	MZN
14.	Supply of Router	1	MZN	MZN
15.	Supply of UPS	23	MZN	MZN
16.	Supply of server	1	MZN	MZN
17.	Supply of projector	1	MZN	MZN
18.	Supply of HDMI cable	1	MZN	MZN
19.	Supply of projector screen	1	MZN	MZN

20.	Supply of camera	1	MZN	MZN
21.	Supply of external hard drive	4	MZN	MZN
22.	Supply of USB drive	38	MZN	MZN
23.	Supply of portable modems	4	MZN	MZN
24.	Cables 5m	20	MZN	MZN
25.	Cables 3m	20	MZN	MZN
26	Delivery costs (DDP ¹¹)	1	Lump-sum	MZN
Total price (excl. VAT)				MZN
VAT			17%	MZN
Total price (incl. VAT)				MZN

* Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.13 “General payment modalities (Art. 66-72 and 127)” of these tender documents.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

¹¹ Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

Lot n° 2: Installation of IT equipment in DIPREME Sofala

Item n°	Description	Qty	Unit costs exc. VAT	Total costs exc. VAT*
1.	Installation and commissioning of IT equipment in DIPREME Sofala	1	Lump-sum	MZN
Total price (excl. VAT)				MZN
VAT			17%	MZN
Total price (incl. VAT)				MZN

* Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.13 “General payment modalities (Art. 66-72 and 127)” of these tender documents.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot n° 3: Supply of IT equipment in DIPREME Manica

Item n°	Description	Qty	Unit costs exc. VAT	Total costs exc. VAT*
1.	Supply of desktops	22	MZN	MZN
2.	Supply of keyboards	22	MZN	MZN
3.	Supply of monitors	23	MZN	MZN
4.	Supply of mouse	22	MZN	MZN
5.	Supply of MS Office for desktop/laptop	26	MZN	MZN
6.	Supply of antivirus for desktops/laptops	26	MZN	MZN
7.	Supply of wireless desktop cards (PCI Express Adapter)	22	MZN	MZN
8.	Supply of laptops	4	MZN	MZN
9.	Supply of laptop bags	4	MZN	MZN
10.	Supply of photocopier	1	MZN	MZN
11.	Supply of B/W printer	3	MZN	MZN
12.	Supply of colour printer	1	MZN	MZN
13.	Supply of wireless router	3	MZN	MZN
14.	Supply of UPS	23	MZN	MZN
15.	Supply of external hard drive	4	MZN	MZN
16.	Supply of flash drive	38	MZN	MZN
17.	Supply of portable modems	4	MZN	MZN
18.	Cables 5m	20	MZN	MZN
19.	Cables 3m	20	MZN	MZN
20.	Delivery costs (DDP ¹²)	1	Lump-sum	MZN
Total price (excl. VAT)				MZN
VAT			17%	MZN

¹² Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

Total price (incl. VAT)	MZN
--------------------------------	-----

* Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.13 “General payment modalities (Art. 66-72 and 127)” of these tender documents.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot n° 4: Installation of IT equipment in DIPREME Manica

Item n°	Description	Qty	Unit costs exc. VAT	Total costs exc. VAT*
1.	Installation and commissioning of IT equipment in DIPREME Manica	1	Lump-sum	MZN
Total price (excl. VAT)				MZN
VAT			17%	MZN
Total price (incl. VAT)				MZN

* Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.13 “General payment modalities (Art. 66-72 and 127)” of these tender documents.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot n° 5: Supply of IT Equipment for MIREME DPC

Item n°	Description	Qty	Unit costs exc. VAT	Total costs exc. VAT*
1.	Supply of desktops	4	MZN	MZN
2.	Supply of keyboards	4	MZN	MZN
3.	Supply of monitor	4	MZN	MZN
4.	Supply of mouse	4	MZN	MZN
5.	Supply of MS Office for desktops/laptops	8	MZN	MZN
6.	Supply of antivirus software (this is for 148 desktops/laptops)	148	MZN	MZN
7.	Supply of wireless desktop cards (PCIe Adapter)	15	MZN	MZN
8.	Supply of laptops	5	MZN	MZN
9.	Supply of laptop bags	5	MZN	MZN
10.	Supply of wireless router	3	MZN	MZN
11.	Supply of switch	4	MZN	MZN
12.	Supply of Gigabit Ethernet PCIe Network Cards	10	MZN	MZN
13.	Delivery costs (DDP ¹³)	1	Lump-sum	MZN
Total price (excl. VAT)				MZN
VAT			17%	MZN
Total price (incl. VAT)				MZN

* Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.13 “General payment modalities (Art. 66-72 and 127)” of these tender documents.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

¹³ Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

6.10 Technical specifications + technical offer

Contract title: Public supplies contract for “Supply and installation of IT equipment for the Ministry of Mineral Resources and Energy of Mozambique and Provincial Directorates of Mineral Resources and Energy of Manica and Sofala”

Reference: MOZ184

Lots 1, 3 and 5: Supply of IT equipment

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.

LOT 1: DIPREME SOFALA

1. Item no.	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
1.	<p>Desktop computers</p> <ul style="list-style-type: none"> • Processor Intel Core i5 7th generation, 3.2 - 3,6 Ghz • Memory: 8 GB DDR4 • Disc (HHD): 1TB • Graphic Card: HD, dedicated memory of 1GB • DVD-ROM, DVD+/-RW • LAN: 10/100/1000 Gigabit Ethernet • 5 doors USB • Operating system: Win. 10 prof, 64 bits English version 			
2.	<p>Keyboard</p> <ul style="list-style-type: none"> • Portuguese QWERTY keyboard 			
3.	<p>Monitor</p> <ul style="list-style-type: none"> • 22 inch with HD LED, HDMI , DVI, VGA. 			
4.	<p>Mouse</p> <ul style="list-style-type: none"> • Wired optical 			
5.	<p>MS Office for desktop/laptop</p> <ul style="list-style-type: none"> • MS Office Home and Business 2019 64bits with proofing tools for Portuguese 			
6.	<p>Antivirus software for desktop/laptop</p> <ul style="list-style-type: none"> • License up to 3 years 			

	<ul style="list-style-type: none"> • 1 license for multiple devices 			
7.	<p>Wireless desktop cards</p> <ul style="list-style-type: none"> • PCI Express Adapter • Dual band for superior wireless performance • 4.5dBi Antennas • IEEE 802.11ac compliant for speeds up to 1200 Mbps • Backwards compatible with 802.11/n/g/a wireless routers and access points • Connect securely to wireless networks using advanced WPA or WPA2 encryption • Fits into any standard PCI Express slot • Compatible with Windows 10 			
8.	<p>Laptop</p> <ul style="list-style-type: none"> • Processor: Intel Core i5 7th generation, Processor up to 3.1 GHz, 8MB Cache • Operating system: Windows 10 pro 64-bit; • RAM: 8 GB, DDR3/DDR4 • HDD: minimum 512 GB SSD, QWERTY Portuguese keyboard; • Graphic card: HD • I/O PORTs: 1 Thunderbolt 3; minimum of 2 USB 3.0; • Video: DVI/VGA/HDMI/display port, line in, microphone, 3.5 audio out 			

	<ul style="list-style-type: none"> • Monitor: LED-backlit HD 14" • LAN: 10/100/1000 Mbps • Wireless: Dual-band quad-mode 802.11a/b/g/n, 3G/HSPA integrated module (sim slot); • Bluetooth • Operating system: Windows 10- 64 bits English version 			
9.	<p>Laptop bag</p> <ul style="list-style-type: none"> • 15-inch backpack 			
9.	<p>Photocopier</p> <ul style="list-style-type: none"> • 45 Copies per minute in A4 • Average of 200,000 copies/month • Automatic feed (ADF) • Duplex (doublesided) • Copy Separator • Trays with a total of 1000 sheets A4 • At least 1 tray with support for A3 • Original size: A5 to A3 with reduction and enlargement • Enlargement and reduction: 25% 400%. • LAN connection (RJ45) • Printing and Scan Skills (Color) • Stand • Finisher: ability to staple, group and separate • Compatibility: Win Server 2016/12 Win 7/8/10 			

	<ul style="list-style-type: none"> • USB 3.0 CABLE: 3 meters, black, Brand New 			
10.	<p>Black and white printer</p> <ul style="list-style-type: none"> • Printer Laser Professional • All-in-one (black Print, Copy, color Scan) • Hi-Speed USB 3.0 port; • built-in Gigabit Ethernet 10/100/1000 Base-TX network port; • Wireless printing • Easy-access USB, e-print • Memory 256 Mb DDR • Auto Duplex printing • Print from USB • Print speed 33 ppm • ADF of 50 sheets • Tray capacity 250 sheets • Scan: flatbed, duplex ADF Scanning, scan to mail, scan to folder, scan to USB drive, pdf and jpg file format, 1200x1200 dp, A4 • Copier: black/color up 27 cpm; 600x600 dpi resolution • Printer USB 3.0 CABLE: 3 meters, black, Brand New 			
11.	<p>Colour Printer</p> <ul style="list-style-type: none"> • Color Print • Hi-Speed USB 2.0/3.0 port; • built-in Gigabit Ethernet 10/100/1000 Base-TX network port, 			

	<ul style="list-style-type: none"> • Wi-Fi 802.11b/g/n incorporated; • Easy-access USB, e-print • Auto Duplex printing, • Print from USB • Print speed 35 ppm • ADF of 50 sheets • Tray capacity 250 sheets • Memory 1024 Mb DDR • Printer USB 3.0 CABLE: 3 meters, black, Brand New 			
12.	<p>Wireless router</p> <ul style="list-style-type: none"> • Standards and Protocols: IEEE802.11ac, IEEE 802.11n, IEEE 802.11g, IEEE 802.11a, IEEE 802.11b, 802.3, 802.3u, 802.3ab • Interface: 1 port 10/100 / 1000Mbps RJ45 WAN / LAN • 3 ports 10/100 /1000Mbps RJ45 LAN • Buttons: WPS Button, Reset Button • Antenna: 2 externals • Frequency: 2.4GHz and 5GHz(11ac) • Signal Rate - 5GHz:Up to 867Mbps 2.4GHz:Up to 300Mbps • Reception Sensitivity - 5GHz: 11a 54Mbps: -74dBm@10% PER ; 11ac HT80 mcs9: -59dBm@10% PER • 2.4GHz: 11g 54M: -79dBm@10% PER ; 11n HT40 mcs7: -74dBm@10% PER • Wireless modes: Repeater/Access Point 			

	<ul style="list-style-type: none"> • Concurrent mode amplifies both 2.4GHz/5GHz bands; • Wireless Functions Wireless Statistics; • Concurrent Mode amplifies both 2.4GHz/5GHz bands; Access Control; Domain Login Function; • VPN: Support 10 IPSec VPN tunnels • Wireless Security 64/128-bit WEP, WPA-PSK / WPA2-PSK 			
13.	<p>Router</p> <ul style="list-style-type: none"> • Cisco 2900 series (or equivalent) all accessories (hwic-2T, hwic-4esw, hwi-8^a, cables etc...) 			
14.	<p>UPS</p> <ul style="list-style-type: none"> • UPS 1000 VA • Runtime: 15min • All accessories included 			
15.	<p>Server</p> <ul style="list-style-type: none"> • Processor: Intel Xeon Processor E3 v5 Family • Memory riser: 32 GB, DDR4, Slots 4 x DIMM • Connectivity: 1x VGA; 4 x Ethernet Gigabit ports; 1 x serial port ; 3 x USB 3.0 (3.1 Gen 2) Type A; 4 x USB 2.0; • Redundant power supply • HDD: 4 x 2TB, 7200 RPM, SAS/SATA 			

	<ul style="list-style-type: none"> • Storage: Front Bays Up to 4 x 2.5" drives • Support RAID: yes • Controllers: RAID • Management: iDRAC, Quick Sync /wireless module/ iDRAC Direct • Supported Operating Systems: Ubuntu Server, Citrix Hypervisor, MS Win Server LTSC with Hyper-V, Oracle Linux, Red Hat, Linux Server, VMware • ReadyRails sliding rails with optional cable management arm for 4-post racks (optional adapter brackets required for threaded hole racks) • Energy Saver • Rack mount • Windows Server 2016/2019 standard 			
16.	<p>Projector</p> <ul style="list-style-type: none"> • Display Technology: 3LCD • Resolution: Native SVGA • Brightness (Bright Mode) :3000 ANSI Lumens • Computer Compatibility: SVGA, XGA, WUXGA_RB(1920 x 1200) • I/O Connectors: HDMI, 2VGA-in, VGA Out, USB 			

	<ul style="list-style-type: none"> • Lamp upto 10,000 Hours (normal mode) • Remote Control • Smart Eco technology; • Including VGA cable (5-10m) 			
17.	HDMI cable <ul style="list-style-type: none"> • 10m long, to be used for the projector 			
18.	Projector screen <ul style="list-style-type: none"> • Electrical projection screen for wall mounting 			
19.	Camera <ul style="list-style-type: none"> • 25.8 Megapixel (24.2 efective) • Sensor Type / Size : CMOS / 22.5 x 15 mm • File Formats Still Images : JPEG, RAW • Movies : MOV, MP4, MPEG-4 AVC/H.264 • Audio : AAC, Linear PCM (Stereo) • Bit Depth : 14-bit • Memory Card Type : SD, SDHC, SDXC • Focus Control - Focus Type : Auto & Manual • Focus Mode : Continuous-servo AF (C), Manual Focus (M), Single-servo AF (S) 			

	<ul style="list-style-type: none"> • Display Screen : 3-inch Rear Touchscreen Swivel LCD (1,040,000) • Diagonal Angle of View : 170.0o • Maximum Sync Speed : 1 / 250 seconds • Power: Battery : 2 x Rechargeable Lithium-ion Battery Pack, • AC Power Adapter • Connection: USB • Battery Charger adapter • Bag 			
20.	External hard drive <ul style="list-style-type: none"> • 1 TB capacity • Connection to 3.0 USB 			
21.	USB drive <ul style="list-style-type: none"> • 8GB capacity 			
22.	Portable modems <ul style="list-style-type: none"> • DCom MV170 Movitel 			
23.	Cables <ul style="list-style-type: none"> • UTP Network Cat6 fly lead cables 5 meters 			
24.	Cables <ul style="list-style-type: none"> • UTP Network Cat6 fly lead cables 3 meters 			

LOT 3: DIPREME MANICA

1. Item no.	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
1.	<p>Desktop computers</p> <ul style="list-style-type: none"> • Processor Intel Core i5 7th generation, 3.2 - 3,6 Ghz • Memory: 8 GB DDR4 • Disc (HHD): 1TB • Graphic Card: HD, dedicated memory of 1GB • DVD-ROM, DVD+/-RW • LAN: 10/100/1000 Gigabit Ethernet • 5 doors USB • Operating system: Win. 10 prof, 64 bits English version 			
2.	<p>Keyboard</p> <ul style="list-style-type: none"> • Portuguese QWERTY keyboard 			
3.	<p>Monitor</p> <ul style="list-style-type: none"> • 22 inch with HD LED, HDMI, DVI, VGA. 			
4.	<p>Mouse</p> <ul style="list-style-type: none"> • Wired optical 			
5.	<p>MS Office for desktop/laptop</p> <ul style="list-style-type: none"> • MS Office Home and Business 2019 64bits with proofing tools for Portuguese 			
6.	<p>Antivirus software for desktop/laptop</p> <ul style="list-style-type: none"> • License up to 3 years 			

	<ul style="list-style-type: none"> • 1 license for multiple devices 			
7.	<p>Wireless desktop cards</p> <ul style="list-style-type: none"> • PCI Express Adapter • Dual band for superior wireless performance • 4.5dBi Antennas • IEEE 802.11ac compliant for speeds up to 1200 Mbps • Backwards compatible with 802.11/n/g/a wireless routers and access points • Connect securely to wireless networks using advanced WPA or WPA2 encryption • Fits into any standard PCI Express slot • Compatible with Windows 10 			
8.	<p>Laptop</p> <ul style="list-style-type: none"> • Processor: Intel Core i5 7th generation, Processor up to 3.1 GHz, 8MB Cache • Operating system: Windows 10 pro 64-bit; • RAM: 8 GB, DDR3/DDR4 • HDD: minimum 512 GB SSD, QWERTY Portuguese keyboard; • Graphic card: HD • I/O PORTs: 1 Thunderbolt 3; minimum of 2 USB 3.0; • Video: DVI/VGA/HDMI/display port, line in, microphone, 3.5 audio out 			

	<ul style="list-style-type: none"> • Monitor: LED-backlit HD 14". • LAN: 10/100/1000 Mbps • Wireless: Dual-band quad-mode 802.11a/b/g/n, 3G/HSPA integrated module(sim slot); • Bluetooth • Operating system: Windows 10- 64 bits English version 			
9.	<p>Laptop bag</p> <ul style="list-style-type: none"> • 15-inch backpack 			
9.	<p>Photocopier</p> <ul style="list-style-type: none"> • 45 Copies per minute in A4 • Average of 200,000 copies/month • Automatic feed (ADF) • Duplex (doublesided) • Copy Separator • Trays with a total of 1000 sheets A4 • At least 1 tray with support for A3 • Original size: A5 to A3 with reduction and enlargement • Enlargement and reduction: 25% 400%. • LAN connection (RJ45) • Printing and Scan Skills (Color) • Stand • Finisher: ability to staple, group and separate • Compatibility: Win Server 2016/12 Win 7/8/10 			

	<ul style="list-style-type: none"> • USB 3.0 CABLE: 3 meters, black, Brand New 			
10.	<p>Black and white printer</p> <ul style="list-style-type: none"> • Printer Laser Professional • All-in-one (black Print, Copy, color Scan) • Hi-Speed USB 3.0 port; • built-in Gigabit Ethernet 10/100/1000 Base-TX network port; • Wireless printing • Easy-access USB, e-print • Memory 256 Mb DDR • Auto Duplex printing • Print from USB • Print speed 33 ppm • ADF of 50 sheets • Tray capacity 250 sheets • Scan: flatbed, duplex ADF Scanning, scan to mail, scan to folder, scan to USB drive, pdf and jpg file format, 1200x1200 dp, A4 • Copier: black/color up 27 cpm; 600x600 dpi resolution • Printer USB 3.0 CABLE: 3 meters, black, Brand New 			
11.	<p>Colour Printer</p> <ul style="list-style-type: none"> • Color Print • Hi-Speed USB 2.0/3.0 port; • built-in Gigabit Ethernet 10/100/1000 Base-TX network port, 			

	<ul style="list-style-type: none"> • Wi-Fi 802.11b/g/n incorporated; • Easy-access USB, e-print • Auto Duplex printing, • Print from USB • Print speed 35 ppm • ADF of 50 sheets • Tray capacity 250 sheets • Memory 1024 Mb DDR • Printer USB 3.0 CABLE: 3 meters, black, Brand New 			
12.	<p>Wireless router</p> <ul style="list-style-type: none"> • Standards and Protocols: IEEE802.11ac, IEEE 802.11n, IEEE 802.11g, IEEE 802.11a, IEEE 802.11b, 802.3, 802.3u, 802.3ab • Interface: 1 port 10/100 / 1000Mbps RJ45 WAN / LAN • 3 ports 10/100 /1000Mbps RJ45 LAN • Buttons: WPS Button, Reset Button • Antenna: 2 external • Frequency: 2.4GHz and 5GHz(11ac) • Signal Rate - 5GHz:Up to 867Mbps 2.4GHz:Up to 300Mbps • Reception Sensitivity - 5GHz: 11a 54Mbps: -74dBm@10% PER ; 11ac HT80 mcs9: -59dBm@10% PER • 2.4GHz: 11g 54M: -79dBm@10% PER ; 11n HT40 mcs7: -74dBm@10% PER • Wireless modes: Repeater/Access Point 			

	<ul style="list-style-type: none"> • Concurrent mode amplifies both 2.4GHz/5GHz bands; • Wireless Functions Wireless Statistics; • Concurrent Mode amplifies both 2.4GHz/5GHz bands; Access Control; Domain Login Function; • VPN: Support 10 IPSec VPN tunnels • Wireless Security 64/128-bit WEP, WPA-PSK / WPA2-PSK 			
13.	<p>UPS</p> <ul style="list-style-type: none"> • UPS 1000 VA • Runtime: 15min • All accessories included 			
14.	<p>External hard drive</p> <ul style="list-style-type: none"> • 1 TB capacity • Connection to 3.0 USB 			
15.	<p>USB drive</p> <ul style="list-style-type: none"> • 8GB capacity 			
16.	<p>Portable modems</p> <ul style="list-style-type: none"> • DCom MV170 Movitel 			
17.	<p>Cables</p> <ul style="list-style-type: none"> • UTP Network Cat6 fly lead cables 5 meters 			
18.	<p>Cables</p> <p>UTP Network Cat6 fly lead cables 3 meters</p>			

LOT 5: MIREME DPC

1. Item no.	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
1.	<p>Desktop computers</p> <ul style="list-style-type: none"> • Processor Intel Core i5 7th generation, 3.2 - 3,6 Ghz • Memory: 8 GB DDR4 • Disc (HHD): 1TB • Graphic Card: HD, dedicated memory of 1GB • DVD-ROM, DVD+/-RW • LAN: 10/100/1000 Gigabit Ethernet • 5 doors USB • Operating system: Win. 10 prof, 64 bits English version 			
2.	<p>Keyboard</p> <ul style="list-style-type: none"> • Portuguese QWERTY keyboard 			
3.	<p>Monitor</p> <ul style="list-style-type: none"> • 22 inch with HD LED, HDMI, DVI, VGA. 			
4.	<p>Mouse</p> <ul style="list-style-type: none"> • Wired optical 			
5.	<p>MS Office for desktop/laptop</p> <ul style="list-style-type: none"> • MS Office Home and Business 2019 64bits with proofing tools for Portuguese 			
6.	<p>Antivirus software for desktop/laptop</p> <ul style="list-style-type: none"> • License up to 3 years 			

	<ul style="list-style-type: none"> • 1 license for multiple devices 			
7.	<p>Wireless desktop cards</p> <ul style="list-style-type: none"> • PCI Express Adapter • Dual band for superior wireless performance • 4.5dBi Antennas • IEEE 802.11ac compliant for speeds up to 1200 Mbps • Backwards compatible with 802.11/n/g/a wireless routers and access points • Connect securely to wireless networks using advanced WPA or WPA2 encryption • Fits into any standard PCI Express slot • Compatible with Windows 10 			
8.	<p>Laptop</p> <ul style="list-style-type: none"> • Processor: Intel Core i5 7th generation, Processor up to 3.1 GHz, 8MB Cache • Operating system: Windows 10 pro 64-bit; • RAM: 8 GB, DDR3/DDR4 • HDD: minimum 512 GB SSD, QWERTY Portuguese keyboard; • Graphic card: HD • I/O PORTs: 1 Thunderbolt 3; minimum of 2 USB 3.0; 			

	<ul style="list-style-type: none"> • Video: DVI/VGA/HDMI/display port, line in, microphone, 3.5 audio out • Monitor: LED-backlit HD 14" • LAN: 10/100/1000 Mbps • Wireless: Dual-band quad-mode 802.11a/b/g/n, 3G/HSPA integrated module(sim slot); • Bluetooth • Operating system: Windows 10- 64 bits English version 			
9.	<p>Laptop bag</p> <ul style="list-style-type: none"> • 15-inch backpack 			
9.	<p>Wireless router</p> <ul style="list-style-type: none"> • Standards and Protocols: IEEE802.11ac, IEEE 802.11n, IEEE 802.11g, IEEE 802.11a, IEEE 802.11b, 802.3, 802.3u, 802.3ab • Interface: 1 port 10/100 / 1000Mbps RJ45 WAN / LAN • 3 ports 10/100 /1000Mbps RJ45 LAN • Buttons: WPS Button, Reset Button • Antenna: 2 externals • Frequency: 2.4GHz and 5GHz(11ac) • Signal Rate - 5GHz:Up to 867Mbps 2.4GHz:Up to 300Mbps • Reception Sensitivity - 5GHz: 11a 54Mbps: -74dBm@10% PER ; 11ac HT80 mcs9: -59dBm@10% PER • 2.4GHz: 11g 54M: -79dBm@10% PER ; 11n HT40 mcs7: -74dBm@10% PER 			

	<ul style="list-style-type: none"> • Wireless modes: Repeater/Access Point • Concurrent mode amplifies both 2.4GHz/5GHz bands; • Wireless Functions Wireless Statistics; • Concurrent Mode amplifies both 2.4GHz/5GHz bands; Access Control; Domain Login Function; • VPN: Support 10 IPSec VPN tunnels • Wireless Security 64/128-bit WEP, WPA-PSK / WPA2-PSK 			
10.	<p>Switch</p> <ul style="list-style-type: none"> • 24 ports, gigabit, manageable 			
11.	<p>Gigabit Ethernet PCIe Network Cards</p> <ul style="list-style-type: none"> • PCI Express Adapter • Dual band for superior wireless performance • 4.5dBi Antennas • IEEE 802.11ac compliant for speeds up to 1200 Mbps • Backwards compatible with 802.11/n/g/a wireless routers and access points • Connect securely to wireless networks using advanced WPA or WPA2 encryption • Fits into any standard PCI Express slot • Compatible with Windows 10 			

6.11 Declaration of Guarantee (Only Lots 1, 3 and 5)

Contract reference: MOZ184

Contract Title: “Supply and installation of IT equipment for the Ministry of Mineral Resources and Energy of Mozambique and Provincial Directorates of Mineral Resources and Energy of Manica and Sofala”

This declaration of guarantee states that in addition to the legal warranty against hidden defects, the products supplied under public supplies contract MOZ184 for this specific lot are guaranteed for **minimum 1 (one) year** from the date of provisional acceptance.

During that time, the “Supplier”, at his own expense, 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 himself or third parties.

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

During the warranty period, the “Supplier” at his own expense, commits to provide technical support on damaged goods and respond to the request within 5 working days from receipt. The support can be provided remotely and whenever possibly, physically, depending on the reported problem.

The “Supplier” must have a presence in the locality (city, province) where the goods will be delivered in order to ensure reliable technical support and compliance with the guarantee. Alternatively, the “Supplier” nominates a subcontractor in the locality who, under the responsibility of the “Supplier”, will provide technical support concerning the supplied and delivered goods. Evidence of presence in the locality or subcontractor agreement must be provided in the offer.

Supplier (company/tenderer name):.....

Lot no:

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.12 Declaration of Guarantee (Only Lots 2 and 4)

Contract reference: MOZ184

Contract Title: “Supply and installation of IT equipment for the Ministry of Mineral Resources and Energy of Mozambique and Provincial Directorates of Mineral Resources and Energy of Manica and Sofala”

This declaration of guarantee states that in addition to the legal warranty against hidden defects, the installation services executed under public supplies contract MOZ184 for this specific lot are guaranteed for **minimum 6 (six) months** from the date of provisional acceptance. Final acceptance occurs after the warranty period.

During that time, the “Service Provider”, at his own expense, 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 himself or third parties.

During the warranty period, the “Service Provider” at his own expense, commits to provide technical support on the installation and respond to the request within 5 working days from receipt. The support can be provided remotely and whenever possibly, physically, depending on the reported problem.

The “Service Provider” must have a presence in the locality (city, province) where the equipment will be installed to ensure reliable technical support and compliance with the guarantee. Alternatively, the “Service Provider” nominates a subcontractor in the locality who, under the responsibility of the “Service Provider”, will provide technical support concerning the installation services. Evidence of presence in the locality or subcontractor agreement will be provided in the offer.

Service Provider (company/tenderer name):.....

Lot no:

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature: