Tender documents Enabel in Mozambique
MOZ193/ MOZ1403011_10008 of 28/08/2020

Public supplies contract for the “Supply and installation of ICT equipment in MIREME and ARENE in Maputo City, Mozambique”

Country: Mozambique

Navision code: MOZ1403011
Table of contents

1 General point .......................................................................................................................... 4
  1.1 Deviations from the General Implementing Rules ......................................................... 4
  1.2 Contracting authority ...................................................................................................... 4
  1.3 Institutional framework of Enabel ............................................................................... 4
  1.4 Rules governing the public contract ........................................................................... 5
  1.5 Definitions ....................................................................................................................... 5
  1.6 Confidentiality ................................................................................................................ 6
  1.7 Deontological obligations ............................................................................................... 6
  1.8 Applicable law and competent court ........................................................................... 7
2 Object and scope of the contract ......................................................................................... 8
  2.1 Type of contract ............................................................................................................. 8
  2.2 Object and scope of the contract ............................................................................... 8
  2.3 Lots ................................................................................................................................... 8
  2.4 Duration .......................................................................................................................... 8
  2.5 Variants .......................................................................................................................... 8
  2.6 Quantities ........................................................................................................................ 8
3 Procedure .............................................................................................................................. 9
  3.1 Award procedure .......................................................................................................... 9
  3.2 Publication ...................................................................................................................... 9
  3.3 Information ..................................................................................................................... 9
  3.4 Tender .............................................................................................................................. 9
  3.5 Submission of tenders .................................................................................................. 11
  3.6 Amending or withdrawing tenders ........................................................................... 11
  3.7 Opening of tenders ...................................................................................................... 12
  3.8 Evaluation of tenders .................................................................................................. 12
  3.9 Concluding the contract .............................................................................................. 14
4 Specific contractual provisions ............................................................................................. 15
  4.1 Definitions (Art. 2) ....................................................................................................... 15
  4.2 Correspondence with the supplier (Art. 10) ................................................................. 15
  4.3 Contract manager (Art. 11) .......................................................................................... 15
  4.4 Subcontractors (Art. 12-15) ....................................................................................... 16
  4.5 Confidentiality (Art. 18) ............................................................................................. 16
  4.6 Intellectual property (Art. 19-23). ............................................................................. 16
  4.7 Performance bond (Art. 25-33) ................................................................................ 16
  4.8 Conformity of performance (Art. 34) ......................................................................... 18
  4.9 Unforeseen circumstances (Art. 38/9) ....................................................................... 18
  4.10 Preliminary technical acceptance (Art. 41-42) ......................................................... 18
4.11 Means of action of the contracting authority (Art. 44-51 and 123-124)...........................19
4.12 Performance modalities (Art. 115 and seq.).................................................................20
4.13 General payment modalities (Art. 66-72 and 127)..........................................................21
4.14 End of the contract (Art. 64-65, 120 and 128-135).........................................................22
4.15 Modifications to the contract (Art. 37-38 and 121).........................................................22
4.16 Litigation (Art. 73).............................................................................................................22

5 Technical specifications .........................................................................................................24
5.1 General conditions ..............................................................................................................24
5.2 Description / specifications of equipment...........................................................................24
5.3 Delivery ................................................................................................................................24
5.4 Site Visit (Optional) .............................................................................................................25
5.5 Installation and commissioning ...........................................................................................25

6 Forms .....................................................................................................................................26
6.1 Identification form .................................................................................................................26
6.2 Integrity statement for the tenderers...................................................................................27
6.3 Declaration on access rights and exclusion criteria ..............................................................28
6.4 Power of attorney ..................................................................................................................29
6.5 Certification of registration and / or legal status.................................................................29
6.6 Certification of clearance with regards to the payments of social security contributions 29
6.7 Certification of clearance with regards to the payments of applicable taxes ....................29
6.8 Extract from the criminal record .........................................................................................29
6.9 Certification of tenderer not in bankruptcy .......................................................................29
6.10 List of the similar supply deliveries and installation services ...........................................30
6.11 Certificates of completion ..................................................................................................30
6.12 Financial offer & tender form .............................................................................................31
6.13 Technical specifications + technical offer .........................................................................35
6.14 Model of Proof of posting bond .......................................................................................49
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 derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33”)”. These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

1.2 **Contracting authority**

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

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

For this public contract, Enabel is represented by 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 Cooperation\(^1\), the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company\(^2\) as well as the Belgian Law of 23 November 2017\(^3\) changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

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

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


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\(^1\) Belgian Official Gazette of 26 March 2013
\(^2\) Belgian Gazette of 30 December 1998
\(^3\) Belgian Official Gazette of 11 December 2017
\(^4\) Belgian Official Gazette of 18 November 2008.
In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation\(^5\) on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;

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

1.4 **Rules governing the public contract**

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

- The Law of 17 June 2016 on public procurement\(^6\);
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts\(^7\);
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector\(^8\);
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts\(^9\);
- Circulars of the Prime Minister with regards to public contracts\(^6\).

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;

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\(^1\) http://www.ilo.org/ilolex/english/convdisp1.htm.
\(^2\) Belgian Official Gazette of 14 July 2016.
\(^3\) Belgian Official Gazette of 21 June 2013.
\(^4\) Belgian Official Gazette of 09 May 2017.
\(^5\) Belgian Official Gazette of 14 February 2013.
• **General Implementing Rules**: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;

• **Litigation**: Court action;

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

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

• **Tender**: The commitment of the tenderer to perform the public contract under the conditions that he 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 ICT equipment in MIREME and ARENE in Maputo City, Mozambique”, in conformity with the conditions of these tender documents.

2.3 Lots
The contract has 4 lots, each of which is indivisible. The tenderer may submit a tender for one, several or all lots. A tender for part of a lot is inadmissible.

The following lots are part of this tender:

- Lot 1: Supply of laptops and accessories for the Energy Regulatory Authority in Mozambique (ARENE)
- Lot 2: Supply of desktops and accessories for the Energy Regulatory Authority in Mozambique (ARENE)
- Lot 3: Supply and installation of equipment for wireless reinforcement of the Organs of Ministry of Mineral Resources and Energy in Mozambique (MIREME) at Central Level (GM, DCI, DAF, DNHRC, DNGM and IGREME)
- Lot 4: Supply and installation of equipment for the implementation of the National Human Resource Management System (e-SNGRH) in the Ministry of Mineral Resources and Energy in Mozambique (MIREME)

The description of each lot is included in point 6.13 “Technical Specifications + technical offer” of these tender documents.

Contracts will be awarded lot by lot, but the contracting authority must 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 period (Art. 116)”.

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

2.6 Quantities
The public contract’s minimum quantities are mentioned under points 6.11 “Financial offer & tender form” and 5 “Technical specifications”. Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the contractor acquires the right to deliver these quantities.
3 Procedure

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

3.2 Publication
The contract notice is 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 3rd of September 2020. 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. The complete overview of questions asked shall be available as of the 9th of September 2020 on the Enabel website. 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 exclusion grounds and qualitative selection documents;
• The financial offer & tender form;
• The technical offer.

The tenderer is strongly advised to use the tender forms in annexe (see point 6 “Forms”). When not using this form, he 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 EUR (euros) or MZN (Mozambican meticais) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

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.

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 price includes 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” may 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 offer can be submitted in either English OR Portuguese. Both languages are not necessary.

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 enveloped mentioning: “TENDER”, the tender documents number (**MOZ193/MOZ1403011_10008**) and the Navision code (**MOZ1403011**).

The tender must be received **by 15th of September 2020 by 16H**. It must be sent to:

**Ms. Akila Munir**
**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 08:00 AM to 17:00/14:00 PM (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 Exclusion grounds and selection criteria

Exclusion grounds

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, including the following:

1. Signed and dated declaration of access rights and exclusion criteria form;
2. Copies of the most recent documents showing the legal status and place of registration of the tenderer’s headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the payment of social contributions, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;
4. The document certifying that the tenderer is in order with the payment of taxes, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;
5. An extract from the criminal record made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
6. The document certifying that the tenderer is not into bankruptcy, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State.

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

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

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

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in point 6 “Forms” with regards to his technical capacity, namely:

1. The list of the main similar supplies/services (min. 3) delivered in the last 3 years including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in delivering those supplies and executing those installations
2. For each of the projects listed, provide certificates of completion (reference letters, contracts, acceptance reports, invoices, etc)

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:

- Quality and technical value of the supplies: 40 %;

With regards to the ‘quality and the technical value’ criterion, the best tender obtains the maximum of the points for the criterion considering they have satisfied the minimum requirements, whereas the other tenders are graded in function of their relative distance from the best tender.
• **Guarantee: 10 %**;

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

\[
\text{Points tender A} = \frac{\text{duration tender A} \times 10}{\text{longest duration}}
\]

• **Price: 50 %**;

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

\[
\text{Points tender A} = \frac{\text{amount of lowest tender} \times 50}{\text{amount of tender A}}
\]

### 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. 88 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 derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

4.1 Definitions (Art. 2)

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

4.2 Correspondence with the supplier (Art. 10)

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

4.3 Contract manager (Art. 11)

The contract manager is Mr. 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)

4.7.1 Provision of a bond

The successful tenderer is required to provide a financial guarantee to cover its obligations until final and good performance of the contract. The performance bond is set per lot at 5%
of the total amount, excluding VAT, of the contract. The amount thus obtained shall be rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a collective performance bond. The performance bond may also take the form of a guarantee issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch (bonds).

As a deviation from Art. 26, the performance bond may be:

- posted through an establishment that has its registered office in one of the countries of destination of the supplies. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

The successful tenderer must, within 30 calendar days, as from the day of the awarding of the contract, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1. in the case of cash, by transfer of the amount to the bpost account number of the Caisse des Dépôts et Consignations [bpost bank account no BE58 6792 0040 9979 (IBAN), PCHQBE22B (BIC)] or an equivalent public body (hereinafter referred to as “public body fulfilling a similar function”);

2. in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3. in the case of a collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;

4. in the case of a surety, by the written undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

1. the deposit receipt of the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or

2. a debit notice issued by the credit institution or the insurance company; or

3. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or

4. the original of the performance bond stamped by the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or

5. the original of the written undertaking issued by the credit institution or the insurance company granting a surety.
These documents, signed by the depositor, must state for whom the performance bond has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful tenderer and, if applicable, of the third party making the deposit, with the words "lender" or "representative" as applicable.

The period of 30 calendar days specified above shall be suspended during the period of closure of the successful tenderer’s business during paid annual holidays and the days off in lieu stipulated by regulation or by a compulsory collective labour agreement.

Proof that the required performance bond has been posted must be sent to the address that shall be mentioned in the contract award notification.

4.7.2 Failure to post the performance bond (Art. 29)
When the contractor fails to prove that the performance bond has been posted within 30 calendar days, he will be set in default by registered mail. This notification will be considered as a ‘failure report’ as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by registered letter, the contractor has still failed to produce proof that the performance bond has been posted within a further period of 15 calendar days dating from the date of dispatch of the registered letter, the contracting authority may:

- 1° Post the performance bond itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

4.7.3 Release of the Bond (Art. 33)
At the request of the contractor, the first half of the bond will be released after provisional acceptance and the second half of the bond will be released after final acceptance.

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 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 period (Art. 116)
The supplies must be delivered within 60 calendar days maximum. This delivery period is binding for the tenderer and starts from the contract award date. It includes, where applicable, the period for the installation, commissioning and training.

4.12.2 Delivery modalities (Art. 118)
The supplies shall be delivered at the address(es) 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
teresa.dacruz@enabel.be
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 ICT equipment in MIREME and ARENE in Maputo City, Mozambique”;
- the reference of the tender documents: “MOZ193/MOZ1403011_10008”;
- the Navision code and the lot number: “MOZ1403011”;
- the name of the contract manager: “Mr. Evert Waeterloos”;

The invoice shall be in euros or meticais.

No advance payments may be requested and payment will be made only after performance and acceptance. Payment will be by bank transfer only.
Payment will be made after provisional acceptance of each supply delivery of the same order.

**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 General conditions

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning. They will be conforming to the technical specifications described in Form 6.13 of the Tender Documents.

5.2 Description / specifications of equipment

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 or equivalent.

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

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

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

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

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

5.3 Delivery

The supplies and services must be delivered within 60 calendar days maximum. This delivery period is binding for the tenderer and starts from the contract award date. It includes, where applicable, the period for the installation, commissioning and training. The goods shall be delivered at the following addresses:

<table>
<thead>
<tr>
<th>Lot no.</th>
<th>For:</th>
<th>At the attention of:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ARENE</td>
<td>José Pereira</td>
<td>Rua Carlos Albers n°41, Maputo, Moçambique</td>
</tr>
</tbody>
</table>
5.4 Site Visit (Optional)

To be able to submit a tender in full knowledge of the facts for Lot 3 and Lot 4, the contracting authority allows an optional on-site visit for tenderers between 1st and 2nd of September 2020. Please contact Mr. Fernando Mazoio to schedule a site visit either by e-mail: fernando.mazoio@mireme.gov.mz or telephone: 845142286.

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

Participation is optional.

5.5 Installation and commissioning

Where applicable, 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...).
## 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 the use of the financial system for purposes of money laundering and terrorist financing, or in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;


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

He has paid his **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 documents showing the legal status and place of registration of the tenderer's headquarters (certificate of incorporation or registration...).

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

At the latest before award, the tenderer must provide a recent certification from the competent authority stating that he 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 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.

6.8 Extract from the criminal record

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

6.9 Certification of tenderer not in bankruptcy

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

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10 In case of a joint venture, the certificate must be submitted for all members of the tendering party.
6.10 List of the similar supply deliveries and installation services

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

Lot n°: ...

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

For each of the projects listed, the tenderer must provide in his offer the certificates of completion (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.
6.12 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 prices, in EUR/MZN and exclusive of VAT (written in figures):

6.12.1 Lot 1: Supply of laptops and accessories for the Energy Regulatory Authority in Mozambique (ARENE)

<table>
<thead>
<tr>
<th>Item n°</th>
<th>Description</th>
<th>Qty</th>
<th>Total costs exc. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply and delivery of laptops and accessories for ARENE</td>
<td>Fixed block Lot 1</td>
<td></td>
</tr>
</tbody>
</table>

Total price (excl. VAT)

Applicable VAT

Total price (excl. VAT)

*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: ..................................................
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 prices, in EUR/MZN and exclusive of VAT (written in figures):

6.12.2 Lot 2: Supply of desktops and accessories for the Energy Regulatory Authority in Mozambique (ARENE)

<table>
<thead>
<tr>
<th>Item n°</th>
<th>Description</th>
<th>Qty</th>
<th>Total costs exc. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply and delivery of desktops and accessories for ARENE</td>
<td>Fixed block Lot 2</td>
<td></td>
</tr>
</tbody>
</table>

Total price (excl. VAT)  
Applicable VAT  
Total price (excl. VAT)

* 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: .................................................................
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 prices, in EUR/MZN and exclusive of VAT (written in figures):

**6.12.3 Lot 3: Supply and installation of equipment for wireless reinforcement of the Organs of Ministry of Mineral Resources and Energy in Mozambique (MIREME) at Central Level (GM, DCI, DAF, DNHC, DNGM and IGREME)**

<table>
<thead>
<tr>
<th>Item n°</th>
<th>Description</th>
<th>Qty</th>
<th>Total costs exc. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply, delivery and installation of equipment for wireless reinforcement at MIREME Central</td>
<td>Fixed block Lot 3</td>
<td></td>
</tr>
</tbody>
</table>

**Total price (excl. VAT)**

<table>
<thead>
<tr>
<th>Applicable VAT</th>
<th>....%</th>
</tr>
</thead>
</table>

**Total price (excl. VAT)**

* 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: ..........................................................
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 prices, in EUR/MZN and exclusive of VAT (written in figures):

**6.12.4 Lot 4: Supply and installation of equipment for the implementation of the National Human Resource Management System (e-SNGRH) in the Ministry of Mineral Resources and Energy in Mozambique (MIREME)**

<table>
<thead>
<tr>
<th>Item n°</th>
<th>Description</th>
<th>Qty</th>
<th>Total costs exc. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply, delivery and installation of equipment for the implementation of e-SNGRH in MIREME</td>
<td>Fixed block Lot 4</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total price (excl. VAT)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Applicable VAT</th>
<th>....%</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Total price (excl. VAT)</th>
</tr>
</thead>
</table>

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

Contract title: Public supplies contract for “Supply and installation of ICT equipment in MIREME and ARENE in Maputo City, Mozambique”

Reference: MOZ193/MOZ1403011_10008

The tenderers must fill out the technical specifications and price schedule in Excel per Lot and provide the requested documentation based on the instructions below.

- Column 1 specifies the numbering of all items to be used in the tenderer's offer;
- Column 2 is completed by the contracting authority and 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), with references to the documentation;
- Column 4 indicates the quantity to be proposed for each item;
- Column 5-6 is to be filled in by the tenderer and must detail the unit price and total price proposed for each item exclusive of VAT (cf. point 3.4.3 “Elements included in the price”).
- Column 7 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation.

The price schedule in Excel format can be accessed via the OneDrive link: https://enabelbe-my.sharepoint.com/:f:/g/personal/akila_munir_enabel_be/EjzS1MkKzApHgBAXqQODhhUB5G46HGTQvLszKDeji0eSbQ

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.

The offer should include a signed hard copy of the price schedule (per Lot) as well as a digital copy (in a USB).

The sections below describe technical specifications and quantity requested for each item per lot and the instruction for site visit. The description is also be found on the price schedule.
6.13.1 Lot 1: Supply of laptops and accessories for the Energy Regulatory Authority in Mozambique (ARENE)

<table>
<thead>
<tr>
<th>1. Item number</th>
<th>2. Specifications required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Laptop</td>
<td>Processor: Core i7, 8th generation, 3.1Ghz, 8MB cache</td>
</tr>
<tr>
<td></td>
<td>Operating system: Windows 10 pro 64-bit;</td>
</tr>
<tr>
<td></td>
<td>RAM: 16 GB</td>
</tr>
<tr>
<td></td>
<td>HDD: up to 1TB</td>
</tr>
<tr>
<td></td>
<td>QWERTY keyboard;</td>
</tr>
<tr>
<td></td>
<td>Monitor: LED-backlit HD 13” I/O PORTs: 1 Thunderbolt 3; minimum of 2 USB 3.0;</td>
</tr>
<tr>
<td>2. Laptop</td>
<td>Processor: Core i7, 8th generation, 3.1Ghz, 8MB cache</td>
</tr>
<tr>
<td></td>
<td>Operating system: Windows 10 pro 64-bit;</td>
</tr>
<tr>
<td></td>
<td>RAM: 16 GB</td>
</tr>
<tr>
<td></td>
<td>HDD: up to 1TB</td>
</tr>
<tr>
<td></td>
<td>QWERTY keyboard;</td>
</tr>
<tr>
<td></td>
<td>Monitor: LED-backlit HD 14” I/O PORTs: 1 Thunderbolt 3; minimum of 2 USB 3.0;</td>
</tr>
<tr>
<td>3. Monitors</td>
<td>23-inches with HD LED, HDMI, DVI, VGA, camera inbuilt</td>
</tr>
<tr>
<td>4. Keyboard</td>
<td>Wired and QWERTY layout</td>
</tr>
<tr>
<td>5. Mouse</td>
<td>Wired optical</td>
</tr>
<tr>
<td>6. Microsoft Office</td>
<td>Home and Business 2019 – 64 bits with proofing tools in Portuguese</td>
</tr>
<tr>
<td>7. Antivirus</td>
<td>2-year license</td>
</tr>
<tr>
<td></td>
<td>Can provide multi-user licenses that are compatible to be installed in 10 devices</td>
</tr>
<tr>
<td>8. Docking Station</td>
<td>Professional, 3.0 replicator docking station, HDMI, USB, LAN, Display port</td>
</tr>
<tr>
<td>9. Laptop sleeve/cover</td>
<td>13.3 inch</td>
</tr>
<tr>
<td>10. Transport laptop bag</td>
<td>13.3 inch</td>
</tr>
<tr>
<td>11. External Hard Drive</td>
<td>1 TB, USB 3.0, USB 2.0, portable</td>
</tr>
</tbody>
</table>
Note: The laptops must be delivered ready to use, this means that all relevant software and applications need to be installed for the proper functioning of the equipment. All accessories must be EOM. The licences supplied by EOM, after installed need to be handed over to ARENE.

6.13.2 Lot 2: Supply of desktops for the Energy Regulatory Authority in Mozambique (ARENE)

<table>
<thead>
<tr>
<th>1. Item number</th>
<th>2. Specifications required</th>
<th>Qty</th>
</tr>
</thead>
</table>
| 1. Desktop     | • Processor Intel: Core i7, 7th gen up to 3.6Ghz, 8MB cache  
                • Memory: 8 GB DDR4  
                • Disc (HHD): 1TB  
                • Graphic Card: HD, memory of 1GB  
                • DVD-ROM, DVD+/-RW  
                • LAN: 10/100/1000 Gigabit Ethernet  
                • 5 doors USB  
                • OS: Win. 10 prof, 64 bits English version  
                • Wireless card: PCI Express Adapter built in, dual band for superior wireless performance, backwards compatible with 802.11/n/g/a wireless routers and access points | 5 |
| 2. Monitors    | • 23-inches with HD LED, HDMI, DVI, VGA, camera inbuilt | 5 |
| 3. Keyboard    | • Wired and QWERTY layout | 5 |
| 4. Mouse       | • Wired optical | 5 |
| 5. Microsoft Office | • Home and Business 2019 – 64 bits with proofing tools in Portuguese | 5 |
| 6. Antivirus   | • 2-year license  
                • Can provide multi-user licenses that are compatible to be installed in 5 devices | 5 |
| 7. UPS         | • 1000 VA | 5 |

Note: The desktops must be delivered ready to use, this means that all relevant software and applications need to be installed for the proper functioning of the equipment. All accessories must be EOM. The licences supplied by EOM, after installed need to be handed over to ARENE.
### 6.13.3 Lot 3: Supply and installation of equipment for wireless reinforcement of the Organs of Ministry of Mineral Resources and Energy in Mozambique (MIREME) at Central Level (GM, DCI, DAF, DNHC, DNGM and IGREME)

<table>
<thead>
<tr>
<th>1. Item number</th>
<th>2. Specifications required</th>
<th>Qty</th>
</tr>
</thead>
</table>
| **1.** Router Wireless | - Standards and Protocols: IEEE802.11a, 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  
- Concurrent mode amplifies both 2.4GHz/5GHz bands;  
- Wireless Statistics functions;  
- Concurrent Mode amplifies both 2.4GHz/5GHz bands; Access Control; Domain Login Function;  
- VPN : Support 10 IPSec VPN tunnels  
- Wireless 64/128-bit WEP, WPA-PSK / WPA2-PSK Security | 16 |
| **2.** Switch | - 24 ports, Gigabit, Manageable | 7 |
| **3.** Wireless cards – PCIe Adapter | - AC Wireless networking for speeds up to 867/300 Mbps  
- Dual band with 2.4GHz -5GHz wireless Signal, Low interference  
- HD/3D streaming  
- Superior Range  
- Advanced Wireless Security with WPA2  
- Easy setup | 27 |
<p>| <strong>4.</strong> UPS | - 1000 VA | 6 |
| <strong>5.</strong> Mobile wifi modem | - 4G, Download 600Mbps, Upload 50Mbps, Internal Antenna, Support WPA-PSK/WPA2-PSK, Wireless MAC Filtering, dual band | 34 |</p>
<table>
<thead>
<tr>
<th></th>
<th><strong>Printer</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>• Print Type: Color Laserjet Enterprise Duplex Networking</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Functions: Print</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Print Speed, Black and Color (normal): Up to 40 ppm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Monthly page volume: up to 40 000 pages</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Print Technology: Laser</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Processor Speed: 1,2GHz</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Number of Cartridges: 4 Toner cartridges(black, cyan, magenta, yellow)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Paper trays: 3 (tray 1, tray 2 and tray 3)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Recommended: 750 to 3000 pages</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Memory standard: 1024 GB</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Media sizes supported (all trays): A3, A4, A5, A6,…Envelopes(B5,C5,C6, DL)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Duplex printing: Automatic(styandard)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Connectivity: 1 Hi-Speed Device USB 2.0; 2 x Hi-Speed USB 2.0 rear host ports; 1 Gigabit/Fast Ethernet 10/100/1000 Base-TX network port; 1 Hardware Integration Pocket 2nd generation (HIP2), 802.11b/g/n/ac wireless networking and Wi-Fi Direct functionality;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Energy efficiency: energy star qualified; EPEAT Silver; CECP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Warranty: One-year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• USB Cable: 2 meters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide toners adequate for the printer on item no. 6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Black (3), Cyan (2), Magenta (2) Yellow (2).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Supply PCI-Express wireless cards;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Ensure proper location of wireless routers to allow better connection and access to the Internet by users;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Supply and mount power sockets, data sockets, cat6 cables and current protectors, UPS, original power extensions in the racks for the proper functioning of the installed wireless network;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Rebuild the main wiring interconnections between the switches in the Geology building;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Supply and mount a 12U Rack and switch on the 4th floor and ensure connection with other floors.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Interact with the MIREME ICT area for the purpose of harmonizing technical issues and appropriate solutions to achieve the objectives;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Other technical issues not referenced will be addressed during the execution of the work.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Documenting the structure of the wireless network</td>
<td></td>
</tr>
</tbody>
</table>

|   | **Installation services**                                                   |   |

**For the supply of equipment and services, we are looking for an ICT company with proven experience and capacity in planning and implementing wireless network projects, with the ability to work under pressure to meet the established deadlines. The service provider must:**

1. Supply and install switches and ensure their assembly, interconnection with the existing network;
2. Supply and install the wireless routers. The configuration will be in charge of the MIREME ICT technicians
3. Supply PCI-Express wireless cards;
4. Ensure proper location of wireless routers to allow better connection and access to the Internet by users;
5. Supply and mount power sockets, data sockets, cat6 cables and current protectors, UPS, original power extensions in the racks for the proper functioning of the installed wireless network;
6. Rebuild the main wiring interconnections between the switches in the Geology building;
7. Supply and mount a 12U Rack and switch on the 4th floor and ensure connection with other floors.
8. Interact with the MIREME ICT area for the purpose of harmonizing technical issues and appropriate solutions to achieve the objectives;
9. Other technical issues not referenced will be addressed during the execution of the work.
10. Documenting the structure of the wireless network.
xi) Hand-over the completed work based on the period agreed with the contractor as well as a detailed description of the activities carried out, which need to be approved by the MIREME ICT Department

xii) 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.

6.13.4 Lot 4: Supply and installation of equipment for the implementation of the National Human Resource Management System (e-SNGRH) in the Ministry of Mineral Resources and Energy in Mozambique (MIREME)

<table>
<thead>
<tr>
<th>1. Item Number</th>
<th>2. Specifications required</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Structured Network Equipment</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 1. Network rack enclosure | • RU: 12 U  
• Deep: 55 Cm  
• Wide: 60 Cm  
• Height: 63 Cm  
• Inside Height: 41 Cm  
• Knockouts: 6 Top & Bottom, 2 Rear Panel  
• Weight:28 kg  
• Part number | 1 |
| 2. Patch Panel | • CAT 5e/CAT 6 grade 110 style connectors with color-coded labeling for T568A and 568B wiring schemes  
• 1000Base-T Gigabit Copper Ethernet ready.  
• Backward compatible with CAT 5 and 6 cabling | 1 |
| 3. Branch panel | • 1 U – Branch Panel  | 2 |
| 4. Cage Nuts | • Square cage nut design for racks and cabinets with square holes  
• Type : M6, Full Hole Rack Rail, Black powdercoat Finish, Stainless steel construction | 30 |
<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Network connector RJ45</td>
<td>Cat6</td>
</tr>
<tr>
<td>6.</td>
<td>Socket RJ45</td>
<td>Cat6</td>
</tr>
<tr>
<td>7.</td>
<td>1m UTP cable</td>
<td>Category: Cat6, Type: UTP, Length: 1m, Data rate: 1Gbps, Frequency: 250Mhz</td>
</tr>
<tr>
<td>8.</td>
<td>3m UTP cable</td>
<td>Category: Cat6, Type: UTP, Length: 3m, Data rate: 1Gbps, Frequency: 250Mhz</td>
</tr>
<tr>
<td>9.</td>
<td>UTP roll cable</td>
<td>Category: Cat6, Type: UTP, Length: 305m, Data rate: 1Gbps, Frequency: 250Mhz</td>
</tr>
<tr>
<td>10.</td>
<td>RJ45 Boot</td>
<td>UL 666 – RJ45 boot cat6</td>
</tr>
<tr>
<td>11.</td>
<td>Cable ties/zip ties</td>
<td>Tensile Strength: Range from 18 lbs. – 175 lbs, Material: Nylon 66</td>
</tr>
<tr>
<td>12.</td>
<td>Electrical extension cable</td>
<td>Nominal input voltage: 230V, Input frequency: 50/60 Hz +/- 3 Hz (automatic reading), Length: 2.44m, Maximum current: 10A</td>
</tr>
</tbody>
</table>
### II. Communications Equipment

#### Router

- **Brand:** Cisco  
- **Model:** CISCO ISR 4221 -sec/K9 or high  
- **Rack height:** 1RU  
- **Network speed:** 10/100/1000 MBPs  
- **WAN Port:** 10/100/1000  
- **DRAM memory:** 4GB  
- **Flash Memory:** 8GB  
- **Total onboard WAN or LAN 10/100/1000:** 2  
- **USB 2.0 type A:** 1  
- **SFP-based ports:** 1  
- **Status Indicators:** Link activity, power  
- **Encryption Algorithm:** SSL  
- **Data Link Protocol:** Ethernet, Fast Ethernet, Gigabit Ethernet  
- **Network / Transport Protocol:** IPSec, L2TPv3, PPPoE  
- **Features:** Class-Based WEIGHTED Fair Queuing (CBWFQ), Dynamic Multipoint VPN (DMVPN), firewall protection, IPv6 support, MPLS support, NetFlow, Syslog support, Web Services Management Agent (WSMA), Weighted Random Early Detection (WRED), Access Control List (ACL) support, content filtering, Quality of Service (QoS), RADIUS support, NetFlow, IPFIX, VLAN support.  
- **Compliant Standards:** ANSI T1.101, IEEE 802.1Q, IEEE 802.1ag, IEEE 802.1ah, IEEE 802.3, IEEE 802.3af, IEEE 802.3ah, ITU-T G.823, ITU-T G.824  
- **Remote Management Protocol:** RMON, SNMP  
- **Rack Mount Kit for Cisco 4221 (or equivalent)**  
- **Warranty:** 1 year  
- **Part number**

*Or equivalent*
| 14. | **Interface card 1:**  
|     | • HWIC-2T 2 Port Cisco Router High-Speed WAN Interface card  
|     | Or equivalent | 1 |
| 15. | **Interface card 2:**  
|     | • HWIC-1T Cisco Router High-Speed WAN Interface card  
|     | Or equivalent | 1 |
| 16. | **Interface card 3:**  
|     | • HWIC-2FE Cisco Router High-Speed WAN Interface card  
|     | Or equivalent | 1 |
| 17. | **Interface card 4:**  
|     | • NIM-ES2-4 Ports Cisco Gigabit Ethernet Network Interface  
|     | Or equivalent | 1 |
| 18. | **Cable 1:**  
|     | • Rj45 console cable to USB | 1 |
| 19. | **Cable 2:**  
|     | • USB to Serial DB-9 adapter | 1 |
| 20. | **Cable 3:**  
|     | • Serial DB-9/Ethernet Rj45 console cable | 1 |
| 21. | **Cable 4:**  
|     | • Smart Serial DTE DCE Back | 1 |
| 22. | **Cable 5:**  
|     | • Cisco CAB-SS-449FC RS-449 Cable, DCE Female to Smart Serial, 10 Feet  
|     | Or equivalent | 1 |
| 23. | **Surge protection cables**  
|     | • Cable Surge protection adapter for Smart Serial Interfaces | 2 |
| 24. | **Switch**  
|     | • Brand: CISCO  
|     | • Enclosure Type: Rack-mountable - 1U  
|     | • Product Line: Cisco Catalyst  
|     | • Model: 2960XR-24TS-I  
|     | • Subtype: Giga Ethernet | 2 |
- Ports: 24 Ethernet x 10/100/1000 + 4 x 1G SFP
- Console Ports: USB (Type-B), Ethernet (RJ-45)
- CPU: APM86392 600MHz dual core
- RAM: 512 MB
- Flash Memory: 128 MB
- MAC Address Table Size: 16K entries (default)
- Features: RPS Support, Jumbo Frames, VLANS, Voice VLAN, VTPv2, CDPv2, LLDP, 802.3ad LACP, PVST/PVST+, 802.1W/802.1S, Port Fast/Uplink Fast, port CoS Trust and Override, Scheduling, Priority Queuing, Configure CoS Priority Queues, Weighted Tail Drop, DSCP transparency
- Authentication Method / Network Security: SSH, SSL and SCP, RADIUS and TACACS+, SNMPv3 crypto 802.1x, 802.1x Accounting / MIB, 802.1x w/ port security, 802.1x w/Voice VLAN, 802.1x Guest VLAN, 802.1x VLAN assignment 802.1x MAC-Auth Bypass, BPDU/Root Guard, Port Security Private VALN Edge, Storm Control, Block unknown unicast and multicast, IGMP Snooping, IGMP Filter/Throttle
- Status Indicators: Per-port status: Link integrity, disabled, activity, speed, and full duplex System status: System, RPS, Stack link status, link duplex, and link speed
- Compliant Standards: IEEE 802.1D, IEEE 802.1p CoS Prioritization, IEEE 802.1Q VLAN, IEEE 802.1s, IEEE 802.1w, IEEE 802.1X, IEEE 802.1ab (LLDP), IEEE 802.3ad, IEEE 802.3af and IEEE 802.3at, IEEE 802.3az (100BASE-X single/multimode fiber only), IEEE 802.3x full duplex on 10BASE-T, 100BASE-TX, and 1000BASE-T ports, IEEE 802.3 10BASE-T, IEEE 802.3u 100BASE-TX, IEEE 802.3ab 1000BASE-T, IEEE 802.3z 1000BASE-X, RMON I and II standards, SNMP v1, v2c, and v3, IEEE 802.3az, IEEE 802.3ae 10Gigabit Ethernet, IEEE 802.1ax. MAC-based VLAN assignment enables , Cisco TrustSec uses Comprehensive 802.1X , IPv6 First-Hop Security, Device Sensor and Device Classifier, Cisco Trust Anchor Technology, Cisco Threat Defense, Private VLANs, Unicast Reverse Path Forwarding (uRPF), Multidomain Authentication, Access Control Lists (ACLs), Switched Port Analyzer (SPAN), Secure Shell (SSH) Protocol, Kerberos, and Simple Network Management Protocol Version 3 (SNMPv3), TACACS+ and RADIUS authentication, MAC Address Notification, Multilevel security on console access, BPDU Guard, Spanning Tree Root, Guard (STRG), IGMP filterin.
- Remote Management Protocol: Auto-MDOX, TDR, UDLD, IP SLA Responder, layer 2 / IP, Traceroute, SPAN, RSPAN, Express Setup, Device Manager Cisco Network Assistant, Smartports + Advisor, Troubleshooting Advisor, Drag-and-drop Cisco IOS Upgrade, IP Address DHCP, Autoinstall with saved configuration, Configuration Replace, DHCP Auto Image Upgrade, DHCP Port Based Allocation, Error Disable MIB
- Power supply: PWR-C2-250WAC
- Power Redundancy: PWR-C2-250WAC
- Rack Mount Kit
- Warranty: 1 Year
- Part number

Or equivalent
<table>
<thead>
<tr>
<th></th>
<th><strong>UPS</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>25.</td>
<td>• Type: Tower/convertible</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Output power capacity: 1200 VA/720 Watts/200-240V, LCD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Autonomy: 15 minutes or more</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Output Connections: (5) IEC 320 C13 (Surge Protection), (5) IEC 320 C13 (Battery Backup),</td>
<td></td>
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<tr>
<td></td>
<td>(2) IEC Jumpers (Battery Backup)</td>
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<tr>
<td></td>
<td>• Standard warranty: to be free from defects in materials and workmanship for a period of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>three (3) years, excluding the batteries, which are warranted for two (2) years, from</td>
<td></td>
</tr>
<tr>
<td></td>
<td>date of purchase</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Environmental: Audible noise at 1 meter from surface of unit: 45.0dBA; Efficiency at Full</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Load: 89.0%</td>
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</tr>
<tr>
<td></td>
<td>• Part number</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td><strong>Power cable</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Computer to PDU Power Extension Cord (IEC C14 to IEC C13) – 4.5 meters</td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td><strong>Computer, accessories and scanner</strong></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td><strong>Desktop</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Type: Desktop, Original Equipment Manufacturer (OEM)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Processor: Intel Core i5, 7th generation, 3.2 - 3.6 Ghz</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• RAM Memory: 8 GB DDR4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Disc (HHD): 1TB</td>
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<tr>
<td></td>
<td>• Graphic Card: HD, dedicated memory of 1GB</td>
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</tr>
<tr>
<td></td>
<td>• Disk Drive: DVD-ROM, DVD+/-RW</td>
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</tr>
<tr>
<td></td>
<td>• Network LAN: 10/100/1000 Gigabit Ethernet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Ports: More than 5 doors USB</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Operating system: Win. 10 prof, 64 bits English version</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Environmental Factors: ENERGY STAR certified equipment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Part number</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td><strong>Keyboard</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Portuguese QWERTY keyboard</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td><strong>Monitor</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 22 inch with HD LED, HDMI, DVI, VGA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Environmental Factors: ENERGY STAR certified equipment</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td><strong>Mouse</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Wired optical</td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td><strong>MS Office</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Wireless desktop card
- PCI Express Adapter, Dual band, IEEE 802.11ac, 802.11/n/g/a, advanced WPA or WPA2 encryption, Fits into any standard PCI Express slot, Compatible with Windows 10

### Scanner
- **Type:** Professional Scanner, for medium production, duplex
- **Recommended Daily Volume:** Up to 8,000 pages per day
- **Throughput Speeds:** Black-and-white/grayscale/color: up to 80 ppm/160 ipm at 200 and 300 dpi
- **Processor:** Embedded Dual Core Cortex A15 Processors (1.5GHz) with Dual DSP (750 MHz) Image Processors with Multiple Cortex M4 Sub-processors
- **Operator Control Panel:** 3.5-inch/89 mm color touch screen LCD
- **Optical Resolution:** 600 dpi
- **Output Resolution:** Up to 8,000 pages per day
- **Max./Min. Document Size:** 216 mm x 356 mm (8.5 x 14 in.) / 52 mm x 52 mm (2.08 in. x 2.05 in.)
- **Paper Thickness & Weight:** 27–433 g/m² (7.2–160 lb. cover stock)
- **Paper Feeding Detection:** Multifeed with ultrasonic technology, Intelligent Document Protection
- **Connectivity:** USB 3.1 GEN1, Wireless Network 802.11 b/g/n and 10/100/1000 Ethernet, WLAN Security- WEP 64/128 Bit, WPA-PSK, WPA2-PSK, MSCHAPv2, EAP-TLS
- **Software Support:** WINDOWS Bundled software: TWAIN, ISIS, WIA Drivers,
  Alaris Smart Touch, Alaris Capture Pro Software, Asset Management Software
- **File Format Outputs:** single and multi-page TIFF, JPEG, RTF, BMP, PDF, searchable PDF, TXT, PNG, CSV, Word and Excel
- **34. Recommended PC Configuration:** Minimum PC configuration with scanning application: Intel Core i3 processor or faster, at least 4 GB RAM (Microsoft Windows)
- **Environmental Factors:** EPEAT Registered; ENERGY STAR Qualified; Operating Temperature: 10-35° C (50-95° F); Operating Humidity: 15% to 80% RH
- **Part number**
- **Warranty:** 1 year

### III. Installation

This service aims at the installation of a small computer network based on the listed equipment. This structured network will function as the e-SNGRH network. For this purpose, an experienced ICT company must be hired to set up a structured cabling network. Among other activities, the following should be performed:
i) Carry out visits to the planned sites for a better perception and knowledge of the work to be done;
ii) Use the equipment listed in (I, II, III) for the installation of the e-SNGRH network;
iii) Install the enclosure network (rack) and its accessories;
iv) Install Switch, Router and their accessories. They must be interconnected to a UPS;
v) Install the cabling for the network;
vi) Install twenty (20) RJ45 sockets in the locations to be indicated by the MIREME technical team;
vii) The installed network must be well structured;
viii) Prepare all the necessary documentation for the network installation and deliver it to the MIREME ICT technicians;
ix) Deliver the works respecting the delivery, installation and commissioning deadlines imposed by this contract and after the validation of the network by CEDSIF;
x) The configuration of the Router and Switch will be the responsibility of MAEFP and CEDSIF team of the Ministry of Finance, after the installation of the equipment and cabling network is completed.
xi) Any additional equipment or accessories for this service must be communicated in writing, confirmed by the MIREME ICT technicians and validated by the contracting authority (Enabel).
xii) The services will be implemented in the MIREME Headquarters building located at Av. Fernão Magalhães, Nº34, 2nd Floor Human Resources Department.
xiii) For the purpose of visiting the location where the cabling network will be installed, you may contact Mr. Fernando Mazoio by email: fernando.mazoio@mireme.gov.mz
6.13.5 Summary of key supply and installation information for public supplies contract MOZ193/MOZ1403011_10008

It is obligatory to fill in this form and include it as part of your offer per Lot to confirm the delivery period proposed, guarantee period (award criteria) and maintenance contact for after sales service of equipment during the guarantee period.

Lot n°: ...

<table>
<thead>
<tr>
<th>Delivery (DDP):</th>
<th>Deadline in calendar days (60 days maximum from the contract award date):</th>
<th>... days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

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

| Local accredited facility that will ensure the application of the guarantee and is capable of ensuring the maintenance of supplies. *This can be the supplier or a subcontracted ICT maintenance firm.* * | Name: | ...
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>...</td>
<td></td>
</tr>
<tr>
<td>Contact person:</td>
<td>Name: ...</td>
<td></td>
</tr>
<tr>
<td>Tel.: ...</td>
<td>Tel.: ...</td>
<td></td>
</tr>
<tr>
<td>Fax: ...</td>
<td>Fax: ...</td>
<td></td>
</tr>
<tr>
<td>E-mail: ...</td>
<td>E-mail: ...</td>
<td></td>
</tr>
</tbody>
</table>
6.14 Model of Proof of posting bond

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of

X € (X euros) / X MZN (X Meticais)

for the Belgian Development Agency (Enabel)

for the obligations of X, address for the contract:

“X, tender documents Enabel < MOZX” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel < MOZX and of Art. 25-33 of the Royal Decree of 22 June 2017.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference: Enabel < MOZX.

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X

Signature:

Name:

..........................................................