Tender documents Enabel in Mozambique
MOZ190 of 12/02/2020

Public works contract for the “Construction, installation and management of two (2) desalination water systems in the Gaza Province in Mozambique”

Country: Mozambique

Navision code: MOZ19001
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1  General point

1.1  Deviations from the General Implementing Rules

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

These tender documents do 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 Cooperation1, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company2 as well as the Belgian Law of 23 November 20173 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

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

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

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

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

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

1.4 Rules governing the public contract

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

• The Law of 17 June 2016 on public procurement⁶;

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

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

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

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

1.5 Definitions

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

• Bill of quantities: The contract document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

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

• Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;

• 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;

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⁷ Belgian Official Gazette of 21 June 2013.  
⁹ Belgian Official Gazette of 14 February 2013.
• **Days**: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;

• **General Implementing Rules**: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;

• **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.

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

See also: [https://www.enabel.be/content/privacy-notice-enabel](https://www.enabel.be/content/privacy-notice-enabel)

### 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 4.27 “Litigation (Art. 73)”. 
## 2 Object and scope of the contract

### 2.1 Type of contract
Public contract for works.

Either the execution, or both the design and execution, of works related to one of the activities referred to in Annex I of the Law of 17 June 2016 on public procurement;

### 2.2 Object and scope of the contract
This public works contract consists of “Construction, installation and management of two (2) desalination water systems in the Gaza Province in Mozambique”, in conformity with the conditions of these tender documents.

### 2.3 Lots
The contract has 2 lots, each of which is indivisible. The tenderer may submit a tender for one, or all of the lots. A tender for part of a lot is inadmissible.

- Lot 1: Construction, installation and management of a desalination water system in the district of Titite
- Lot 2: Construction, installation and management of a desalination water system in the district of Tlawene

Further description of each lot is included in point 5 of these tender documents.

### 2.4 Duration
The contract starts upon award notification and expires at the final acceptance (see point point 4.17 ”Implementation period (Art. 76”).

### 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 point 6.17 “If the tenderer plans to subcontract part of the works, he must provide the following details:

<table>
<thead>
<tr>
<th>Work intended to be subcontracted</th>
<th>Name and details of subcontractors</th>
<th>Value of subcontracting as percentage of the total cost of the project</th>
<th>Experience in similar work (details to be specified)</th>
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Bill of quantities”. Without prejudice to the possibility for the contracting authority to terminate the contract if the works performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract the contractor acquires the right to perform these quantities.
3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 41, § 1 of the Law of 17 June 2016 pursuant to a direct negotiated procedure with publication.

3.2 Publication

The contract notice is published on the Enabel website (www.enabel.be), in the Belgian Public Tender bulletin (BDA) and on the Organisation for Economic Cooperation and Development (OECD) website.

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 10 days before the deadline to receive tenders. Questions shall be addressed in writing to:

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

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

To be able to submit a tender in full knowledge of the facts, the contracting authority organises an on-site with guided visit for tenderers on the 25th of February 2020. Participation is optional.

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

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

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

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

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

- The identification form;
- The power of attorney;
- The integrity statement for the tenderers;
- The access right and qualitative selection documents;
- The financial offer & tender form;
- The bill of quantities & the price schedule;
- 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 is drawn up in in English (or French or Dutch). The annexes to the tender form are drawn up in Portuguese.

The tenderer may submit one copy of forms in Section 6 for all lots and different technical bids for the different lots. The tenderer will also include a copy of the bill of quantities in Excel.

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) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

This contract is a price-schedule 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.

According to Art. 36 of the Royal Decree of 18 April 2017, the contracting authority will carry out a price review for any tender whose total amount deviates by at least 15% below the average of the tenders submitted by the tenderers. If, after justification by the tenderer, the contracting authority finds that the amount of one or more non-negligible items is abnormal, the tender will be rejected because of the substantial irregularity.
3.4.3 Elements included in the price
Except for VAT, the unit prices include all costs, taxes, duties and contributions of any kind, and namely:

1° The measures imposed by occupational safety and health legislation;

2° All the works and supplies, such as bracing, sheet piling and drainage, necessary to prevent landslips and other damage and to remedy these if necessary;

3° The perfect preservation, possible shift and redeployment of cables and pipes which might be encountered during excavation, earthworks and dredging, provided that these achievements are not the legal responsibility of the owners of such cables and pipes;

4° Removal, within the confines of the excavations, earthworks and dredging which may be necessary for construction of the structure, of:
   a) earth, mud and gravel, stones, rubble, riprap of any kind, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris and waste materials;
   b) Any rock whatever its size where the contract documents state that the earthworks, excavation and dredging are to be carried out in land known to be rocky, and in the absence of this statement, any rock and any blocks of masonry or concrete the individual volume of which does not exceed half a cubic metre;

5° The transportation and removal of excavated material, either away from the property of the contracting authority, or to locations within the sites for re-use, or to designated dumping sites, in accordance with the requirements of the contract documents;

6° All overheads, incidental expenses and maintenance costs during contractual performance and the warranty (defects liability) period.

7° Customs and excise duties;

8° Acceptance costs;

9° All the works which, by their nature, depend on or are associated with those described in the contract documents.

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

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

3.5 Submission of tenders
The tender will be drawn up in 4 copies, one of which will mention “original” and three of which will mention “copy”. The “original” and two “copies” must be submitted on paper (hard copy) and one “copy” must be submitted in one or more PDF files on a USB stick. Without prejudice to any variants, each tenderer may only submit one tender per contract.

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

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “TENDER”, the tender documents number (MOZ190) and the Navision code (MOZ19001).

The tender must be received before 12th March 2020 at 12pm. 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 8:00 AM to 17:00/14:00 (Monday to 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 Selection of tenderers

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.

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

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

Selection criteria

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

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

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

3.9 Evaluation of the tenders

3.9.1 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.

3.9.2 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.

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

- **Methodology**: 40 %;

The tenderer proposes a methodology (understanding of technical specifications, strategy and work plan & timetable of activities) based on the instructions given in the technical specifications. Please refer to Form 6.15 for more detailed information. They are subject to evaluation according to the following sub-criteria:

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<tbody>
<tr>
<td>1</td>
<td>Understanding of ToR</td>
<td>10 points</td>
</tr>
<tr>
<td>2</td>
<td>Strategy</td>
<td>25 points</td>
</tr>
<tr>
<td>3</td>
<td>Work plan &amp; timetable of activities</td>
<td>5 points</td>
</tr>
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Only tenders with average scores of at least 25 points out of 40 points qualify for the financial evaluation.

- **Price**: 60 %;

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

Points tender A = \( \frac{\text{amount of lowest tender} \times 60}{\text{amount of tender A}} \)

3.9.4 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.

Contracts will be awarded lot by lot.

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.

3.10 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,
  - the specific contractual provisions & the General Implementing Rules;
• the technical specifications;
• the drawings;
• the bill of quantities;
• if any, minutes of the information session and/or clarifications and/or the addendum,
• the tender (contractor's bid) 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 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 building contractor (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. Daniel Pedro, National Technical Assistant, daniel.pedro@enabel.be

Once the contract is concluded, the contract manager is the main contact point for the building contractor. 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 works 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 Insurance (Art. 24)

The contractor takes out insurance policies covering its liability for (occupational) accidents and its third-party liability for the performance of the contract. The contractor also takes out any other insurance policy imposed by the contract documents.
Within thirty days from contract conclusion the contractor provides evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the contract documents.

At any time during contract performance, the contractor provides such certificate within fifteen days following the reception of such a request from the contracting authority.

### 4.7.1 Liability for damage to works

The contractor shall assume full responsibility for maintaining the integrity of the works and the risk of loss and damage, whatever their cause, until the final acceptance.

Compensation for damage to the works resulting from the contractor’s liability in respect of the contracting authority is capped at an amount equal to the contract value. However, compensation for loss or damage resulting from fraud or gross negligence of the Contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

After the final acceptance, the contractor shall remain responsible for any breach of its obligations under the contract for such period as may be determined by the law governing the contract, or by default for a period of 10 years.

### 4.7.2 Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused, during the performance of the works, to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value. However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

### 4.7.3 Contractor's liability in respect of third parties

The contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of the duties.

### 4.7.4 Insurance – general issues

Within thirty days from contract conclusion, and for the period of implementation of tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market.

Within thirty days from contract conclusion, the contractor shall provide the contracting authority and the supervision consultant with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the contract manager so requests, an updated version of the cover notes and/or certificates of insurance.
Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority and the supervision consultant, their agents and employees.

The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities. The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority and the supervision consultant.

The contractor shall ensure that its staff, its subcontractors and any person for which the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority and the supervision consultant from all consequences resulting therefrom.

Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the works are executed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.

The contracting authority and the supervision consultant shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with their contractual and/or statutory obligations.

4.7.5 Insurance for damage to third parties
The contractor shall take out a civil liability insurance covering bodily injury and property damage that may be caused to third parties by reason of the execution of the works, as well as during the defects liability period. The insurance policy must specify that the contracting authority’s and the supervision consultant’s staff, as well as that of other contractors and third parties located on site are considered third parties under this insurance, which shall be unlimited for bodily injury.

4.7.6 Works insurance
The contractor shall take out a "Contractor All Risk" insurance to the joint benefit of itself, its subcontractors, the contracting authority and the supervision consultant.

This insurance shall cover all damage to which the works included in the contract may be subject, including damage due to a defect or a design flaw of the plans, the building materials or the implementation for which the contractor is responsible under the contract and the damages due to natural events. This insurance shall also cover damage to existing goods and properties of the contracting authority and of the supervision consultant.

This insurance shall also cover the equipment and the temporary works on the site up to their total value of reconstruction/replacement.

4.7.7 Motor insurance
The contractor shall take out insurance covering all vehicles used by the contractor or its subcontractors (whether they own them or not) in connection with the contract.

4.7.8 Insurance against accidents at work
The contractor shall take out insurance policies providing coverage of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable, in case of
an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard.

4.7.9 Insurance of liability related to the soundness of the works

The contractor shall take out insurance covering in full its liability that may be triggered with regard to the soundness of the works even after final acceptance, as foreseen by the law of the Country in which the works are executed.

4.8 Performance bond (Art. 25-33)

4.8.1 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 (see “Model of Proof of posting bond”) 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 15 (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 works. 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.

- constituted by a one-off deduction from payment of the first invoice as payments will be made in instalments.

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 Deposit and Consignment Office. Fill out the form https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cedck@minfin.fed.be. After reception and validation of said form, an agent of Belgium’s Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

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.

4.8.2 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.
4.8.3 Release of the Bond (Art. 33)
At the request of the contractor, 50% of the bond will be released after provisional acceptance and 50% after final acceptance of the contract.

4.9 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.

4.10 Plans, documents and objects prepared by the contracting authority (Art. 35)
Upon request, the contractor will receive, free of charge:

- A copy of the tender documents and its annexes;
- A complete set of copies of the plans on which contract awarding was based. The contracting authority is liable for the conformity of these copies with the original plans.

The contractor preserves all the documents and correspondence relating to the award and performance of the contract and keeps these available to the contracting authority until final acceptance.

4.11 Detailed plans and work plans prepared by the contractor (Art. 36)
The contractor prepares at its own expense all the detailed plans and work plans it requires for successful performance of the contract.

The contract documents specify which plans require approval by the contracting authority, which has 15 days to approve or reject the plans starting from the date on which they are submitted to it.

Any corrected documents are resubmitted for approval to the contracting authority, which has 15 days to approve them, provided that the corrections requested are not the result of new demands made by the contracting authority.

Construction planning
How the planning is submitted is to be discussed with the contract manager.

The first planning is to be introduced within 15 calendar days following tender award notification and it is to be updated every month during construction.

This draft construction planning provides, in addition to deadlines for the "on-site" works as such, the timing for the different preliminary achievements such as the establishment of documents prescribed by the technical provisions, implementation plans and detailed plans, calculation notes, selection of equipment and materials, including the approval of related documents, the supplies, workshop or factory work, preliminary tests and conformity tests, etc.

After it has been studied and remarks have been made and following approval of the contracting authority, the planning becomes contractually binding.

The updated planning is to be visibly fixed to the wall in the site office, and an electronic copy is to be sent to the contracting authority and supervisor as soon as available.
Management plan

The building contractor undertakes to deliver a management plan to be approved by the contracting authority and his/her advisors within 15 calendar days following notification of contract conclusion.

This plan must sufficiently anticipate situations to allow the contracting authority to take decisions or provide answers or supply the documents that are incumbent upon it.

The management plan will be updated at least every month and must be consistent with the construction planning. It will be aligned with the construction planning and will be based on the same document.

The building contractor will be sole manager of the planning of all activities required to perform this public contract. In particular, he will plan:

- Set dates for delivering implementation plans that he needs,
- The placing of orders to his suppliers and subcontractors;
- The presentation in due time of samples and technical forms of products submitted for preliminary technical acceptance;
- Measuring the works and the workshop manufacture period;
- Indication of deadlines dates for decisions to be taken by contracting authority;
- Indication of deadline dates for the conclusion of modifications to orders being elaborated;
- Indication of deadline dates for the achievement of works performed by other businesses;
- Registration, in due time, of the measurements of the works;
- etc.

Implementing documents

These plans take into account the tender documents and technical specifications, the design drawings of the project developer and general architecture plans, stability plans and special techniques plans annexed to these tender documents.

All implementation plans and detail plans are to be submitted for approval to the contracting authority through the supervision consultant along with calculation notes, technical approvals and technical forms and in particular those related to the works and the equipment listed below (non-exhaustive list):

- Upgrade foundations in view of works planned;
- Stability: plans for slabs, posts and beams, stairs or any prefabricated component;
- Sealing;
- Finishing of rooms (walls, floor and ceiling);
- Inside and outside drainage;
- List of stones;
• Roof covering, roof carpentry;
• Façades;
• Partition walls;
• False ceilings;
• Furniture based on tender documents;
• Light layout plan;
• Plan of metal joinery (banisters, hand rails, gangway, porch);
• Outside joinery List of inside joinery Plan of special techniques.

The contract manager may refuse technical forms which are partial, incomplete or too commercial and do not provide the technical information required for assessment and approval.

Samples of ironware, heating, electricity or plumbing fixtures or any similar pieces will be submitted for approval to the contract manager through the supervision consultant and for advice to the project developers and the approved model will remain on the construction site until the placement of the last piece of its kind.

At the request of the contracting authority, the building contractor will also provide the following documents during the implementation period:

• Samples of materials proposed corresponding to the technical forms;
• Colour shade cards to determine the choice of colours;
• Test reports, technical manuals, technical approvals, technical forms, etc.;
• Products or equipment used for this contract.

Establishment of "As Built" plans

During performance, the building contractor shall revise and update the plans to the last detail in order to accurately reproduce the works and installations and their specifics as built.

When the works are completed and in view of provisional acceptance of the works (equivalent to ‘practical completion’), the building contractor is to submit the complete plans and diagrams of the works and installations as built.

When the works are completed and in view of provisional acceptance, the building contractor is to submit technical files including:

• technical specifications with brands names, types, origin of the equipment installed;
• users manuals, explaining the functioning of all equipment;
• maintenance manuals, explaining everything that needs to be done for the maintenance and care of the equipment (regular control and maintenance, list and codes of spare parts...);
• and test reports, tuning and adjustment reports.
4.12 Adjusting the prices (Art. 38/7)
For this contract, price reviews are not permitted.

4.13 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.

4.14 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)
The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the contract cannot be performed without inconvenience at that time.

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

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

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- the suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- the suspension is not due to unfavourable weather conditions;
- the suspension occurred during the contract performance time.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have been aware of this, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the execution and cost of the contract.

It is brought to mind that in accordance with Article 80 of the Royal Decree of 14 January 2013, the building contractor shall be required to continue the works without interruption, notwithstanding any disputes, which might result from the determination of the new prices.

Any order amending the contract during performance of the contract shall be issued in writing. However, minor amendments need only be entered in the works logbook.

The orders or entries shall specify the changes to be made to the initial terms of the contract and to the plans.
Setting unit or global prices – Calculation of the price

The unit or global prices of changed works, which the building contractor is bound to carry out, are determined in the following order of priority:

- In accordance with the unit or global prices of the approved tender;
- By default, in accordance with the unit or global prices inferred from the approved tender;
- By default, in accordance with the unit or global prices from another public contract of Enabel;
- By default, in accordance with the unit or global prices to be agreed upon on the occasion.

In the latter case, the building contractor shall justify the new unit price by detailing the supplies, man-hours, equipment hours and general costs as well as profits.

Setting unit or global prices – Procedure to follow

The building contractor submits his proposal for the execution of the complementary achievements or his new prices within 10 calendar days from the request of the contract manager (unless the latter has specified a shorter deadline) and before executing the works considered. This proposal is submitted on the basis of a standard form that will be provided by the contract manager and will come with all necessary annexes and justifications.

This form of agreed prices is established on the basis of a format from Enabel. The building contractor will attach at least the following annexes and documents to it:

- The amending order from the contracting authority and more in general the justification of the modification of the works;
- The calculation of new unit or global prices;
- The quantities to be implemented for the existing items and for any new items;
- If appropriate, the tenders of subcontractors or suppliers consulted;
- Any other documents he deems pertinent.

After executing the achievement and at the latest upon establishment of the final settlement of account, the building contractor shall transfer the invoices that have been sent to him by subcontractors and suppliers to the contract manager. He shall certify on these invoices not having received any credit note or compensation from the supplier or subcontractor for the invoice.

When the building contractor defaults on providing an acceptable new price proposal or when the contracting authority deems the proposal made unacceptable, the contracting authority will set the new unit or global price as of right, all rights of the building contractor being preserved.

4.15 Control and supervision of the public contract (Art 39-43)

4.15.1 Scope of the control and supervision (Art. 39)

The contracting authority may have the preparation and the performance of the delivery supervised or controlled at any location by all appropriate means.

The contractor is required to provide the representatives of the contracting authority with all the information and facilities needed for carrying out their task.
The fact that such supervision or control has been carried out by the contracting authority does not relieve the contractor of its liability should delivery eventually be rejected due to defects of any kind.

4.15.2 Technical acceptance procedures (Art. 41)
Concerning technical acceptance, it is necessary to distinguish between:
1° preliminary technical acceptance within the meaning of Article 42;
2° Ex post technical acceptance within the meaning of Article 43;
The contracting authority may waive all or part of the technical acceptance procedures where the contractor can prove that the products have been controlled by an independent body during their production, in accordance with the specifications of the contract documents. In this respect, any other certification procedure in force in a Member State of the European Union is regarded as comparable to the Belgian conformity certification procedure and deemed equivalent.

4.15.3 Prior technical acceptance (Art. 42)
As a general rule, products may not be used if they have not been accepted by the contract manager or his or her representative.

All equipment proposed must be approved by the contracting authority. This approval is obtained on the basis of the preliminary technical forms that have been elaborated by the building contractor and are submitted to the contract manager.

The technical forms give a general overview of the equipment and give specifications and choices made for the project.

The contracting authority refuses technical forms which are partial or incomplete and that do not provide the technical information required for examination and approval.

Once the comments made are in the possession of the building contractor, he will take them into account and will complete the technical form in order to have it approved.

Technical acceptance may be carried out at various stages of production.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance.

The contractor is responsible for storing and conserving his products in view of any risks run by his company and this until provisional acceptance of the works.

Except for approved products, the costs pertaining to the preliminary technical acceptance are borne by the building contractor.

In any case, the costs include:
- Costs pertaining to tasks of the acceptance experts, including travel and accommodation costs of acceptance experts.
- Costs pertaining to collecting, packaging, and transporting samples, regardless where or whereto,
- Costs pertaining to tests (preparation, manufacture of testing tools, the tests as such (in this respect, the circular letters pertaining to setting rates for tests apply)).
- Costs pertaining to the replacement of products that are faulty or damaged.
4.15.4 Ex post technical acceptance (Art. 43)

Ex post technical acceptance will obligatorily be carried out for any defects to works or equipment components that would have remained hidden after completion of the works.

4.16 Means of action of the contracting authority (Art. 44-51 and 85-88)

The contractor’s default is not solely related to the works as such but also to the whole of the building contractor’s obligations.

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 building 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.

In case of violation, the contracting authority may impose a lump-sum fine to him 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 contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

In addition, in case of suspicion of fraud or of bad workmanship during performance, the building contractor may be required to demolish the whole or part of the works executed and to rebuild them. The costs of demolition and reconstruction will be borne by the building contractor or the contracting authority, according to whether the suspicion is found to be justified or not.

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

4.16.1 Failure of performance (Art. 44)

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

- When works are not performed 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 contractor 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 154 and 155.
4.16.2 Penalties (Art. 45)
Because of the significance of the works, are burdened, without the need for notice and by the breach only, with a daily penalty of 250 euros for every calendar day of non-performance:

- Non-delivery of administrative and technical documents: because not having delivered the documents listed by the time set during construction site meetings or by administrative order.

- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed to the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.

- Delay in executing observations or administrative orders of the contracting authority via the contract manager. Where the lists of observations result from construction site visits, in particular in case of “painting order”, or upon acceptance, have not been fulfilled by the time set by the contract manager, the contractor will be penalised per calendar day of delay until performance is effectively carried out.

- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the contract manager obtains the approval of the contracting authority for the new member’s being put in place, or the replaced member is re-established in its duties, or both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even here agreement is found.

If a shortcoming to one of the stipulations mentioned above is found in accordance with Article 44 §2 of the Royal Decree of 14 January 2013, the contracting authority may allow a period to the building contractor to repair the shortcoming and to inform it about this reparation by registered mail. In this case, the contractor is notified of the deadline along with the failure of performance report mentioned in Art. 44 §2 of the Royal Decree of 14 January 2013.

If no term is indicated in the registered letter the contractor is to repair the shortcomings without any further delay.

4.16.3 Fines for delay (Art. 46-86)
The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Fines are calculated following the formula given in Article 86 §1.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the contract.

In case the works being the object of these tender documents were not completed within the period set, the following fine will be applied as of right for every working day of delay without the need for notice, simply by the expiry of the period in question:

\[ R = 0.45 \times (M \times n^2) / N^2 \]

Where,
$R = \text{the sum of the fines to be applied for a delay of } n \text{ working days;}$

$M = \text{the initial value of the contract;}$

$N = \text{the number of working days initially specified for performance of the contract;}$

$n = \text{the number of working days of delay.}$

However, if the factor $M$ does not exceed 75,000 euros and, at the same time, $N$ does not exceed 150 working days, the denominator $N^2$ will be replaced by $150 \times N$.

### 4.16.4 Measures as of right (Art. 47-87)

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the contractor 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 contractor 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 contractor.

### 4.16.5 Other sanctions (Art. 48)

Without prejudice to the sanctions provided in these tender documents, the contractor defaulting on performance may be excluded by the contracting authority from its contracts for a three-year period. The contractor in question will be given the opportunity to present a defence and the reasoned decision will be notified to him.

### 4.17 Implementation period (Art. 76)

For each lot, the building contractor is to complete the works within a period of 210 calendar days as of the date set in the written service order to commence the works.

If a tenderer wins both lots, construction must be built simultaneously. The implementation period of 210 calendar days for both constructions.

The above-mentioned deadlines are mandatorily applicable.

### 4.18 Provision of land (Art. 77)

The building contractor shall bear all costs pertaining to land that is needed for the installation of his construction sites, storing supplies, preparing and handling materials as
well as land needed for storing soil, excavated soil that is known to be unsuitable for reuse as landfill, material from demolition, general waste of any kind and excess earth. He is liable, vis-à-vis adjoining landowners, for any damage to private property while achieving the works or storing the materials. The enclosing hoardings may not be used for advertising. No advertising is allowed on the sites used, except for "Construction site information".

4.19 Labour conditions (Art. 78)

All the legal, regulatory and contractual provisions relating to the general conditions of work and health and safety in the workplace will apply to all personnel on the contractor’s site.

The contractor, all persons acting as a subcontractor at any stage and all persons providing personnel, shall be required to pay their respective personnel salaries, bonuses and allowances at the rates established by law, by collective agreements concluded by company agreements.

The contractor shall keep available to the contracting authority at all times, at a location designated by the latter, a list, updated on a daily basis, of all the personnel it employs on the site.

This list must contain at least the following personal information:

The name; First name; Actual occupation per day on the construction site; Date of birth; Profession; Qualification.

The personnel appointed by the building contractor for the performance of this public contract with the contracting authority will have to master the following language: English.

4.20 Organisation of the construction site (Art. 79)

The building contractor shall comply with the legal and regulatory provisions governing building works, road works, health and safety in the workplace as well as the provisions of collective, national, regional, local and company agreements.

During the performance of the works, the building contractor shall be required to maintain the security of the site for the duration of the works and, in the interests of his own employees and the officials of the contracting authority and third parties, to take all necessary measures to ensure their safety.

The building contractor shall, under his sole responsibility and at his own expense, take all necessary measures to ensure the protection, preservation and integrity of existing buildings and works. He shall also take all the precautions required by best building practices and any special circumstances to protect neighbouring properties and to prevent any disturbance to them through his fault.

The building contractor shall bear all costs of and implement all necessary measures to signal in daylight, at night as well as in fog, the construction sites and storage sites that are located where vehicles and pedestrians circulate. He is to completely enclose his sites along temporary or permanent sidewalks as well as along temporary or permanent traffic arteries. Such enclosing and hoarding will also ensure the protection of the construction site during the construction period against any outside intrusion.
The building contractor shall supply a purpose-made notification billboard for this construction site with dimensions and following the model offered by the contracting authority prior to starting the works.

The information contains: Owner: Ministry of X (or else) / Funding agency: Kingdom of Belgium / Executing agency: Enabel – Construction Management Unit MOES / Contract value: … EUR / Contractor: … / Design & Supervision: … / Contact in case of emergency: tel.nr. / Start and proposed end of the contract …

A sample of the panel design will be proposed to the contracting authority for approval.

This informative panel will be put in place when construction work starts along the public road in a place that is to be defined by the contracting authority.

4.21 Means of control (Art. 82)

The building contractor shall notify the contracting authority of the precise location of works in progress on its site, in its workshops and factories and on the premises of his subcontractors and suppliers.

Without prejudice to the technical acceptance operations to be carried out on site, the building contractor shall at all times grant to the contract manager and other officials appointed by the contracting authority free access to the sites of production, for the purposes of monitoring strict application of the contract, in particular concerning the origin and quality of the products.

If the building contractor implements products that have not been accepted or that do not meet the demands of the tender documents, the contract manager or his representative may forbid the further pursuit of the works concerned, until these refused products are replaced by others that meet the contract’s conditions, without this decision generating an extension of the implementation period or any entitlement to compensation. The building contractor is notified about the decision by means of a written report.

4.22 Works logbook (Art. 83)

Upon contract award notification, the building contractor makes the necessary Works logbooks available to Enabel. Once the works have started, the building contractor shall supply 2 copies with all necessary information for establishing the works logbooks on a daily basis to the contracting authority’s agent. This concerns:

- Weather conditions;
- Interruptions to works caused by adverse weather conditions;
- Working hours;
- The number and capacity of workers employed on the site;
- Materials supplied;
- Equipment actually used and equipment out of service;
- Unforeseen events;
- Amending orders of minor impact;
• The attachments and quantities performed for each item and in each zone of the construction site. The attachments constituting the true and detailed representation of all works performed, in quantity, dimensions and weights.

Delay in providing the above documents may result in the application of penalties.

When the building contractor does not formulate any remarks in due form and within above-mentioned deadlines, he is deemed to be in agreement with the annotations made in the logbooks or detailed attachments.

When these observations are not deemed justified, the building contractor will be notified accordingly by registered letter.

4.23 Liability of the building contractor (Art. 84)

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works.

During the warranty (defects liability) period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

Any repairs to shortcomings are performed in compliance with the instructions of the contracting authority.

4.24 Acceptance, guarantee and end of the contract (Art. 64-65 and 91-92)

The contract manager will closely follow up the works during performance. The works will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

4.24.1 Provisional acceptance

Provisional acceptance (practical completion) is provided upon the completion of performance of 100% of the works forming the object of the contract.

The total or partial taking of possession of the work by the contracting authority does not constitute provisional acceptance.

The contracting authority disposes of a period for verification of thirty days starting on the complete or partial end date for the works, set in conformity with the modalities in the contract documents, to carry out the acceptance formalities and to notify the result to the building contractor.

When the works are completed on the date set for its completion, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

When the works are completed before or after this date, the building contractor notifies the contract manager thereof, by registered letter or e-mail showing the exact date of dispatch, and request, on that occasion, to proceed to provisional acceptance. Within 15 days after the date of receipt of the contractor’s request, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.
4.24.2 Final acceptance

The warranty (defects liability) period commences on the date on which provisional acceptance is given and lasts for 12 months. Within 15 calendar days preceding the date of expiry of the warranty period, a report confirming final acceptance or refusing acceptance will be drawn up by the contracting authority.

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works. During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

However, after provisional acceptance, the building contractor will not be liable for damage the causes of which are not attributable to him. The contractor who, during the warranty period, does certain works or partial works, shall restore the adjacent parts (such as paint, wallpaper, parquet floor...) if these have been damaged because of the repairs undertaken.

In buildings or other property that are being occupied the contractor may not hinder or endanger said occupation in any way for the performance of his works. The contractor shall bear all costs for the measures needed for that purpose.

During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

From the time of provisional acceptance and without prejudice to the provisions of relating to its obligations during the warranty period, the contractor shall be responsible for the solidity of the work and the proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any breach of the contractor's obligations during the warranty period will be reported and lead to measures as of right, in accordance with Article 44 of the General Implementing Rules.

4.25 General payment modalities (Art. 66-72 and 160)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.24 “Acceptance, guarantee and end of the contract (Art. 64-65 and 91-92)”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send the original invoice with a copy of the approved progress report to the following address:

Mr. Boaventura Mucavele
“Climate-Smart Development in Mozambique: Using renewable energy for sustainable access to safe and affordable drinking water in Gaza Province”
(Enabel in Mozambique)
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: “Construction, installation and management of two (2) desalination water systems in the Gaza Province in Mozambique”;

• the reference of the tender documents: “MOZ190”;

• the Navision code and the lot number: “MOZ19001 Lot X”;

• the name of the contract manager: “Mr. Daniel Pedro”;

The invoice shall be in euros. Invoices shall not mention VAT as the Enabel in Mozambique is VAT exempted. Payment will be by bank transfer only.

For each item, the progress report includes:

• Total quantities to be achieved in accordance with departure measurements;

• The quantities already achieved and registered in the progress report of the preceding month;

• The quantities achieved during the month;

• Total quantities achieved by the end of the month;

• The unit prices of the order;

• The total prices of the quantities achieved during the month for each of the items;

• The total price of the invoice of the month.

Payment shall be made in instalments (progress payment on a monthly basis depending on the quantities achieved during that period). Each invoice needs to be submitted with a progress report.

4.26 Modifications to the contract (Art. 37-38 and 80)

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 15% of the initial awarded amount.

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

4.27 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 & drawings

The technical specifications are bound separately as:

- PARTE A – Introdução;
- PARTE B – Especificações técnicas;
- PARTE C – Mapa de quantidades;
- PARTE D – Definição dos preços;
- PARTE E – Desenhos;
- PARTE F – Modelo de contrato de gestão.
### 6 Forms

#### 6.1 Identification form

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

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

Signature:

Name: .................................................................
6.2 Integrity statement for the tenderers

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

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

- The board members, staff members or their partners have no financial or other interests in the 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 (up to 1 year) from the competent authority stating that the tender is in order with the payment of applicable taxes that apply by law in the country of establishment.

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

The tenderer must have achieved a total turnover for each of the last three years of at least €300,000.00 (or equivalent in the national currency/NC).

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

<table>
<thead>
<tr>
<th>Financial data</th>
<th>Year- 1 € or NC</th>
<th>Year- 2 € or NC</th>
<th>Last year € or NC</th>
<th>Average € or NC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual turnover, excluding this public contract¹¹</td>
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<tr>
<td>Current Assets¹²</td>
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<tr>
<td>Current Liabilities¹³</td>
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</tbody>
</table>

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

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

For each lot, the tenderer must provide in his offer the list of the main similar (nature and complexity) works (min. 3) totally performed in the last 5 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 performing those works. At least one of the similar works in the last 5 years must have been performed in Mozambique.

The minimum total amount of the similar works in the last 5 years must exceed 150,000.00 euros.

Lot n°: ...

<table>
<thead>
<tr>
<th>Description of the main similar works totally performed</th>
<th>Country where works executed (min. 1 in Mozambique)</th>
<th>Amount involved (€)</th>
<th>Completion date in the last 5 years (only totally performed works)</th>
<th>Name of the public or private bodies</th>
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6.10 Certificates of completion

For each of the assignments listed, the tenderer must provide in his offer the certificates of completion (statement or certificate without major reservation) approved by the entity which awarded the contract.
### 6.11 Equipment

For each lot, the tenderer must provide the **list of equipment** proposed and available for implementation of the contract. The same list may not be proposed for more than one lot. At the request of the contracting authority, the tenderer will submit **proof of ownership and/or lease (current lease contract only) of this equipment**. The description must demonstrate the tenderer's ability to complete the work, and must at least include, among other things, the following:

<table>
<thead>
<tr>
<th>No.</th>
<th>Equipment Type and Characteristics</th>
<th>Min. quantity required</th>
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<tbody>
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<td>1.</td>
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<td>2.</td>
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<td>10.</td>
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<td>11.</td>
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<tr>
<td>12.</td>
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</tbody>
</table>
By submitting this tender, the tenderer explicitly declares that the listed equipment will be fully dedicated to the project for all verifiable time of need for this project without exception.

<table>
<thead>
<tr>
<th>Description (type/make/model)</th>
<th>Power/capacity</th>
<th>No of units</th>
<th>Age (years)</th>
<th>Owned or leased (current lease contract only)</th>
<th>Origin (country)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction equipment</td>
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<td></td>
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<tr>
<td>Vehicles and trucks</td>
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<td>...</td>
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<tr>
<td>Other equipment</td>
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<tr>
<td>...</td>
<td></td>
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</tbody>
</table>

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

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

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

Signature: ......................................................
6.12 Supervisory staff to be employed on the contract

For each lot, the tenderer must complete the table hereunder and must provide in his offer the CV’s of the supervisory staff proposed for implementing this works contract. Each CV should be signed by the concerned person and no longer than 3 pages. The supervisory staff must have appropriate experience and must have the proven qualifications for work of a similar nature to that of the project under consideration. Descriptions of professional experience must demonstrate their ability to carry out the work.

The tenderer must also provide in his offer the copy of Engineers Registration Board documents or equivalent.

Lot n°: ...

The tenderer must present the following profiles:

Construction manager (practicing registered civil engineer) with 10 years’ general experience and 5 years’ specific experience as a construction Manager in works of an equivalent nature and volume. The experience should be post qualification/after graduation in relevant qualifications. Copy of Engineers Registration Board documents and Practicing Certificate shall be required.

<table>
<thead>
<tr>
<th>Proposed position</th>
<th>Name of expert</th>
<th>Age</th>
<th>Educational background</th>
<th>Years of experience as a construction manager</th>
<th>Years of experience in construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of the major works for which responsible</td>
<td>Year</td>
<td>Position</td>
<td>Value</td>
<td>Client’s Contacts (tel. nr or e-mail address)</td>
<td></td>
</tr>
</tbody>
</table>
**Site engineer** with at least a BSc degree in Civil/Building/Hydraulic/Mechanic Engineering or equivalent with 7 years’ general experience and 4 years’ specific experience as a site engineer in works of an equivalent nature and volume. The experience should be after graduation in relevant qualifications.

<table>
<thead>
<tr>
<th>Proposed position</th>
<th>Name of expert</th>
<th>Age</th>
<th>Educational background</th>
<th>Years of experience as a site engineer</th>
<th>Years of experience in construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site engineer</td>
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</tr>
<tr>
<td><strong>Description of the major works for which responsible</strong></td>
<td>Year</td>
<td>Position</td>
<td>Value</td>
<td>Client’s Contacts (tel. nr or e-mail address)</td>
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</tbody>
</table>

**Building works foreman** with at least an ordinary diploma in civil/building engineering with 5 years’ general experience and 3 years’ specific experience as a building works foreman in works of an equivalent nature and volume. The experience should be after graduation in relevant qualifications.

<table>
<thead>
<tr>
<th>Proposed position</th>
<th>Name of expert</th>
<th>Age</th>
<th>Educational background</th>
<th>Years of experience as a building works foreman</th>
<th>Years of experience in construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building works foreman</td>
<td></td>
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</tr>
<tr>
<td><strong>Description of the major works for which responsible</strong></td>
<td>Year</td>
<td>Position</td>
<td>Value</td>
<td>Client’s Contacts (tel. nr or e-mail address)</td>
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</tbody>
</table>
6.13 Availability of the supervisory staff

By submitting this tender, the tenderer explicitly declares that the following supervisory staff is available for the whole period scheduled for his/her input to implement the tasks set out in the tender document and/or in the methodology. The supervisory staff will not be replaced during the implementation of the contract without prior written approval by the contracting authority. In case of replacement, the expert's qualifications and experience must be at least as high as those of the expert proposed in the tender.

Lot n°: ...

<table>
<thead>
<tr>
<th>Supervisory staff</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction manager</td>
<td></td>
<td></td>
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<tr>
<td>Name: ...</td>
<td></td>
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</tr>
<tr>
<td>Site engineer</td>
<td></td>
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<tr>
<td>Name: ...</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building works foreman</td>
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<tr>
<td>Name: ...</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

Signature: ..................................................
### 6.14 Methodology

For each lot, the tenderer must propose in his offer a methodology based on the instructions given in the technical specifications. **The same numbering must be used.**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Understanding of the technical specifications:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1. Comments on technical specifications, opinion on key issues</td>
<td>Any comments on the technical specifications for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Opinion on the key issues related to the achievement of the contract objectives and expected results.</td>
<td>2.50</td>
</tr>
<tr>
<td>1.2. Providing general flowchart of proposed desalination system</td>
<td></td>
<td>2.50</td>
</tr>
<tr>
<td>1.3. Explanation of the risks and assumptions affecting the execution of the contract</td>
<td></td>
<td>2.50</td>
</tr>
<tr>
<td>1.4. Previous lessons learnt in execution of similar works and in the region</td>
<td></td>
<td>2.50</td>
</tr>
<tr>
<td>2. <strong>Strategy:</strong></td>
<td></td>
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<tr>
<td>2.1. Provide information about:</td>
<td>• Design and details of the system (submersible pumps, energy power of the solar panels, filters, membranes); • Protection and cleaning of desalination system (filters and membranes) • Waste disposal device; • Energy production and consumption; • Fixing and protection devices for solar panels; • Design of the container; • Disinfection system; • Design and installation of the reservoirs / water tanks; • Distribution network.</td>
<td>15.0</td>
</tr>
<tr>
<td>2.2. Initial/start-up activities &amp; project closing activities</td>
<td>An outline of the approach proposed for contract implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives and results in time.</td>
<td>2.50</td>
</tr>
<tr>
<td>2.3. Project execution</td>
<td></td>
<td>2.50</td>
</tr>
<tr>
<td>2.4. Awareness raising schedule for HIV awareness, EHS (environment, health and safety)</td>
<td></td>
<td>2.50</td>
</tr>
<tr>
<td>2.5. Involvement of students and employment of women and local workers on site.</td>
<td>Involvement of women in the construction process. As a reminder, the contractor must employ women on site (minimum of 20% across all the profiles) and local work force on the construction site (cf. points 4.19 &quot;Labour conditions (Art. 78)&quot; of the tender document and Error! Reference source not found. &quot;Error! Reference source not found.&quot;).</td>
<td>2.50</td>
</tr>
<tr>
<td>2.6. The price of water assuming that this contract include management of the built desalination system (statement of proposed tariff calculations)</td>
<td></td>
<td>5.0</td>
</tr>
<tr>
<td>3. <strong>Work plan &amp; timetable of activities:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1. Critical milestone bar chart (schedule of execution) representing the construction programme and detailing:</td>
<td>• relevant activities;</td>
<td>3.00</td>
</tr>
</tbody>
</table>
- allocation of labour;
- allocation of equipment and material resources, etc.

| 3.2. Construction site organisation plan showing the main issues for good management of the work site during the academic year and the main issues to sustain and integrate the environmental peculiarities. State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, etc. (sketches to be attached). | 2.00 points |

**Do not repeat/copy the technical specifications**
6.15 Financial offer & tender form

Do NOT change the “Financial offer & tender form” and the bill of quantities. Reservations are not permitted. Tenderers must give prices in euros and exclusive of VAT.

By submitting this tender, the tenderer commits to performing the present public contract in conformity with the provisions of the tender documents and explicitly declares accepting all conditions listed in the tender documents MOZ190 and renounces any derogatory provisions such as his own conditions.

The unit prices and the global prices for each item in the bill of quantities are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the bill of quantities, to be added to the tender’s value. The tenderer commits to performing the public contract in accordance with the provisions of tender documents, for the following prices, given in euros and exclusive of VAT:

…………………euros excl. VAT.

<table>
<thead>
<tr>
<th>Lot 1</th>
<th>€ exc. VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 2</td>
<td>€ exc. VAT</td>
</tr>
</tbody>
</table>

(*) To enable an appropriate comparison between the tenders, the bill of quantities completed must be attached to the tender.

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the tender documents.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

Certified true and sincere,

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

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

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

Signature: .................................
If the tenderer plans to subcontract part of the works, he must provide the following details:

<table>
<thead>
<tr>
<th>Work intended to be subcontracted</th>
<th>Name and details of subcontractors</th>
<th>Value of subcontracting as percentage of the total cost of the project</th>
<th>Experience in similar work (details to be specified)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

### 6.16 Bill of quantities

The bill of quantities is bound separately as “Parte C – Mapa de Quantidade” and is also available in Excel format.
6.17 Model of Proof of posting bond

Only for the successful tenderer:

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)

for the Belgian Development Agency (Enabel)

for the obligations of X, address for the contract:

“X, tender documents Enabel MOZ190” (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 MOZ190 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X. address, with mention of the reference: Enabel MOZ190.

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:..........................................................