



Tender documents Enabel in Mozambique  
MOZ1503411-10030 of 21/10/2021

Public services contract for the “Consultancy services for the supervision of the installation of 5 hybrid mini-grids in the provinces of Zambezia and Nampula in Mozambique”

Country: Mozambique

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# 1 General point

## 1.1 Deviations from the General Implementing Rules

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

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 “Performance bond (Art. 25-33)”), as well as from Art. 24 of the General Implementing Rules (Professional insurance). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

## 1.2 Contracting authority

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

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

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

## 1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation<sup>1</sup>, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup> as well as the Belgian Law of 23 November 2017<sup>3</sup> changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

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

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>4</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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<sup>1</sup> Belgian Official Gazette of 26 march 2013

<sup>2</sup> Belgian Gazette of 30 December 1998

<sup>3</sup> Belgian Official Gazette of 11 December 2017

<sup>4</sup> Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: The United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>5</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

#### **1.4 Rules governing the public contract**

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

- The Law of 17 June 2016 on public procurement<sup>6</sup>;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts<sup>7</sup>;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector<sup>8</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts<sup>9</sup>;
- Circulars of the Prime Minister with regards to public contracts<sup>6</sup>;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

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

<sup>6</sup> Belgian Official Gazette of 14 July 2016.

<sup>7</sup> Belgian Official Gazette of 21 June 2013.

<sup>8</sup> Belgian Official Gazette of 09 May 2017.

<sup>9</sup> Belgian Official Gazette of 14 February 2013.

## 1.5 Definitions

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

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- 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.
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

- Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.
- Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **1.6 Processing of personal data by the contracting authority and confidentiality**

### **1.6.1 Processing of personal data by the contracting authority**

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

### **1.6.2 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 public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose 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 shall 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>

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

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

## **1.7 Deontological obligations**

**1.7.1.** Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the faulty Candidate, Tenderer or Contractor from other public procurement contracts for Enabel.

**1.7.2.** For the duration of the contract, the Contractor and his staff shall respect human rights and undertake not to go against political, cultural or religious customs of the country where the works shall be executed.

**1.7.3.** In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

**1.7.4.** 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, clarification, evaluation and comparison of Candidates and Tenders leads to the rejection of his application or the tender.

**1.7.5.** 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 agents of the contracting authority who are concerned, directly or indirectly, during the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank. An application for pre-qualification or Tenders shall be rejected and the contract shall be cancelled when it is evidenced that the pre-qualification, the award or the execution involved a transfer of extraordinary commercial expenditures. Such commercial expenditures pertain to fees not made clear in the frame of the pre-qualification or award procedure, any commission that does not relate to services effectively and legally provided, any fee paid to a tax paradise or to a person not properly identified or to a business that is merely about window dressing.

**1.7.6.** The contractor commits to supply, upon the demand of the Contracting authority, any supporting documents related to the performance conditions of the contract. The Contracting authority will be allowed to proceed to any control, on documents or on site, which it considers necessary to collect evidence to support the presumption of extra-ordinary commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid extra-ordinary commercial expenditure may have its contract cancelled or be permanently excluded from receiving funds.

**1.7.7.** In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.abelintegrity.be> website.



## **1.8 Applicable law and competent court**

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

## 2 Object and scope of the contract

### 2.1 Type of contract

Public contract for services.

### 2.2 Object and scope of the contract

This public services contract consists of “Consultancy services for the supervision of the installation of 5 hybrid mini-grids in the provinces of Zambezia and Nampula in Mozambique”, in conformity with the conditions of these tender documents.

### 2.3 Lots

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

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

The lots are:

- Lot 1: Consultancy services for the supervision of the installation of the hybrid mini-grid in Milhana, Nampula Province;
- Lot 2: Consultancy services for the supervision of the installation of the hybrid mini-grid in Muite, Nampula Province;
- Lot 3: Consultancy services for the supervision of the installation of the hybrid mini-grid in Alto Maganha, Zambezia Province;
- Lot 4: Consultancy services for the supervision of the installation of the hybrid mini-grid in Idugo Island, Zambezia Province;
- Lot 5: Consultancy services for the supervision of the installation of the hybrid mini-grid in Mugulama, Zambezia Province.

It is recommended that tenderers refer to the public works contract ref. [MOZ1503411-10013](#) “[Design, procurement and construction of 5 hybrid mini-grids in Zambezia and Nampula provinces in Mozambique](#)” for further details on the different sites. As referred to above, tenderers may submit a tender for one, two or more lots, however, it is strongly encouraged that tenderers submit offers for lots that are within the same Clusters, as described in section 2.3 of the tender ref. MOZ1503411-10013.

For reference purpose only, the overview of the clusters description, as per the public procurement MOZ1503411-10013, can be found below:

Cluster A

- Lot 1 – Milhana, Nampula
- Lot 2 – Muite, Nampula

Cluster B

- Lot 3 – Alto Maganha, Zambezia
- Lot 4 – Idugo Island, Zambezia

Cluster C

- Lot 5 – Mugulama, Zambezia

The Contracting authority may restrict the number of lots that can be awarded to a single Tenderer by reference to its technical and financial capacities concurrently to complete two or more lots (see point 3.8.3 “Selection criteria”).

The Contracting authority it reserves the right to award only part of the contract.

Shall the Contracting authority not award a or any part of the contract, it incurs no liability towards the Tenderer/s.

## **2.4 Duration**

The contract starts upon award notification and expires at the final acceptance (per lot) (see point 4.13.1 “Implementation period (Art. 147)”).

## **2.5 Variants**

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

## **2.6 Quantities**

The public contract has no fixed quantities considering the tender is based on a lump-sum price.

## 3 Procedure

### 3.1 Award procedure

This contract is awarded in accordance with Art. 36 of the Law of 17 June 2016 pursuant to an open procedure.

### 3.2 Publication

The contract notice is published on the Enabel website ([www.enabel.be](http://www.enabel.be)), in the Belgian Public Tender bulletin (BDA), in the Official Journal of the European Union (OJEU) 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 the **4<sup>th</sup> of November 2021**. Questions shall be addressed in writing to:

**Ms. Akila Munir**  
**Procurement Officer**  
**Enabel in Mozambique**  
[akila.munir@enabel.be](mailto:akila.munir@enabel.be)

They shall be answered in the order received. The complete overview of questions asked shall be available the latest as of the **11<sup>th</sup> of November 2021** the Enabel website ([www.enabel.be](http://www.enabel.be)). Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

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

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

In accordance with Article 81 of the Royal Decree of 18 April 2017, 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

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 and that are applicable to this award procedure.

The tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

1. Declaration on honour – exclusion criteria;
2. Integrity statement for the tenderers;
3. Power of Attorney;
4. ESPD form;
5. Documents pertaining to grounds for exclusion, namely:
  - Copies of recent documents showing the legal status and place of registration of the Tenderer (certificate of incorporation or registration...);
  - The document certifying that the Tenderer is in order with the payment of social contributions;
  - The document certifying that the Tenderer is in order with the payment of taxes;
  - An extract from the criminal record made out to the name of the Tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
  - The document certifying that the Tenderer is not into bankruptcy.
6. Financial identification;
7. Documents pertaining to selection criteria, namely:
  - Economic and financial capacity;
  - Technical capacity: List of similar services.
8. List of subcontractors;
9. Financial offer & Tender form;
10. The details of the composition of his lump-sum price, including the day rates of the key experts for desk work and site work
11. The technical offer (to include at least the methodology, key expert forms and supporting documents).

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

The tender and the annexes to the tender form are drawn up in in English and Portuguese. In case of divergences and/or disputes regarding the interpretation of the Tender Documents (and annexes) and subsequent documents relating to this public contract, the English version of the Tender Documents (and annexes) and subsequent documents will prevail and be used as the key reference.

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

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

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

### **3.4.2 Price determination**

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

This contract is a lump-sum price contract, i.e. a contract in which the global price is a flat rate that covers the whole performance of the contract or each to the items of the inventory.

The all-in price must be calculated on the basis of a breakdown of the lump-sum price. In the latter case, an all-in price will be given for each separate item in the itemised breakdown. The total price will be calculated by adding together the various all-in prices for all such items.

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

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**

The service provider is deemed to have included in his unit and global prices any costs, duties, charges and taxes generally applied to services, with the exception of the value-added tax.

The following are in particular included in the price:

Fees, the per diems, accommodation costs, international travel costs, insurance costs, security costs, visa costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract.

In case the contract is extended for any reason (delays in the works execution, need for extension etc), the disaggregated unit prices (including day rates for key experts for desk work and site work) the tenderer submits shall apply. The disaggregated unit prices shall apply to the activities deemed necessary for the finalisation of the services in relation of the works contractor activities.

In case of extension of the contract, the principles described in the implementation period section will apply.

### **3.4.4 Period of validity**

Tenderers will be bound by their tenders for a period of **120 calendar days** from the deadline for the submission of tenders.

## **3.5 Submission of tenders**

### **3.5.1 Deviations from the Belgian Procurement Law**

Article 14§1 of the Belgian law of 17 June 2016 on public procurement favours the use of the e-tendering application for the procurement of public contracts by any Contracting Authority such as Enabel. Still, pursuant to article 14§2,3° of the same law, transmission of expressions of interest and Tenders by alternative means is permitted. Whereas economic operators who may take an interest in the project may not sufficiently master the said application or suffer access to the internet, the Contracting Authority does not wish to impose its use.

### 3.5.2 Deadline date and time for submission

Applications must be submitted before **the 25<sup>th</sup> of November 2021 at 10H** (local time in Mozambique).

### 3.5.3 Submission of tenders: Terms and Conditions

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

The proposal may be submitted in **English or Portuguese**. It is NOT necessary to submit the proposal in both languages.

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 MOZ1503411-10030 Lot X”**

The tender must be sent to:

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

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

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

Offices can be reached on working days during office hours: from 08:00H to 17:00H/ 14:00H (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 (Art. 83 of the Royal Decree of 18 April 2017).

## 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 3.5.2 “Deadline date and time for submission”. The tenders shall be opened behind closed doors, due to the covid-19 pandemic.

An opening report will be elaborated and may be sent to the tenderers who request it.

### 3.8 Evaluation of tenders

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

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

#### 3.8.1 European Single Procurement Document (ESPD)

By submitting his tender together with the European Single Procurement Document (ESPD), the tenderer shall declare officially on his honour that:

1° he is not in one of the mandatory or optional exclusion cases, which must or may lead to its exclusion;

2° he meets the selection criteria established by the contracting authority in this contract;

The Tenderer shall complete the ESPD attached to these tender documents.

The application consists of the completed and signed ESPD and the documents to be annexed (see part 6 Forms).

**The ESPD must bear the handwritten signature(s) of the person(s) authorised to commit the economic operator.**

#### 3.8.2 Grounds for exclusion

In addition, the tenderer will enclose in the annex of the completed and signed ESPD, the required supporting documents with regard to the exclusion criteria mentioned under point 6 “Forms” to the contracting authority at the latest upon contract awarding:

1. Copies of recent documents (issued max. 90 days before submission date for tenders) showing the **legal status** and **place of registration** of the Tenderer (certificate of incorporation or registration...);
2. The document certifying that the Tenderer is in order with the **payment of social contributions** – not required when the Contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;
3. The document certifying that the Tenderer is in order with the **payment of taxes**- not required when the Contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;



4. An **extract from the criminal record** made out to the name of the Tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities- not required when the Contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State;
5. The document certifying that the Tenderer is **not into bankruptcy**- not required when the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in an EU Member State.

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

In application of Enabel's Policy regarding fraud and corruption risk management – June 2019, the Contracting authority will also verify for each selected Tenderer if its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

### **3.8.3 Selection criteria**

The Tenderer will attach the required documents to its ESPD in order to demonstrate that it fits the selection criteria.

#### **3.8.3.1 Economic and Financial Capacity**

The Tenderer must have achieved **an average annual turnover** of at least the minimum amount specified in Euros (or equivalent in national currency) in the table below for three consecutive accounting years within the last four years (2017, 2018 and 2019 or 2018, 2019 and 2020). Please provide a statement relating to the overall turnover achieved over the selected three financial years (**see point 6.11**).

The Tenderer must also provide his approved financial statements for the three selected financial years within the last four 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. In cases where the publication of financial statements is prescribed by the legislation of the country in which the operator is established and where these financial statements can be consulted via an electronic counter, then the

tenderer can provide an extract of this statement. The Tenderer shall provide an English glossary of relevant terms in the event the financial statements are not made out in English, French, Dutch or Portuguese.

The Tenderer needs to satisfy the minimum thresholds, depending on the lots applied. Where a Tenderer applies for all lots, the sum of values must be considered. Please refer to the table below for the minimum financial thresholds for each lot.

Lot no.	Description of Lot	Minimum average turnover (€)
1	Milhana, Nampula Province	150,000
2	Muite, Nampula Province	150,000
3	Alto Maganha, Zambezia Province	150,000
4	Idugo Island, Zambezia Province	150,000
5	Mugulama, Zambezia Province	150,000

### 3.8.3.2 Technical Capacity: List of similar services

The Tenderer must demonstrate his technical capacity by providing the **main similar services** 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 services (**see point 6.12**);

### 3.8.4 Capacity of third parties

A Tenderer may make use of the capacities of other entities in accordance with Articles 72 and 73 of the Royal Decree of 18 June 2017.

The third party whose capacity is referenced shall provide an undertaking (bearing the original handwritten signature of the person authorised to commit the entity) that it will make its resources available to the successful tenderer in the event of the award of a Contract. The same third party may only be proposed for different lots by the same Tenderer provided and to the extent the capacity of such party (together with that of the Tenderer) in aggregate fits the cumulative criteria of such lots.

In addition,

- If the economic and financial capacity of a third party is called upon, the third party will be held jointly and severally liable for the performance of the contract (art. 78 of the law of 17 June 2016);
- If the capacity of a third party is called upon for technical capacity and/or references, the third party must execute himself the activities (carry out the works) for which its reference is used.

If the Tenderer calls upon the capacity of third parties, the Contracting authority will check the grounds for exclusion with regard to these other entities. If an entity is in a situation of exclusion or in the absence of the commitment referred to above, no reference may be made to the capacities of that entity.

#### 3.8.4.1 Consortium or Joint Venture

If a Tenderer makes use of the capacity of third parties, in accordance with article 73, §1 of the RD of 18 April 2017:

- the Tenderer must provide a declaration bearing the original handwritten signature of the person authorised to commit the third party;

- the Tenderer must complete his ESPD and answer the question in Part II, C of the ESPD;
- each third party must also complete a separate ESPD (part II, sections A and B and part III)

Where a group of economic operators, including a temporary association, business venture, consortium or joint venture, jointly submits an Tender, a separate ESPD setting out the information required under Parts II to IV must be submitted for each of the participating economic operators. The members of the combination shall also indicate in Part II B of the ESPD which of them will represent the combination vis-à-vis the Contracting authority.

The composition of a combination that is selected as Tenderer may not change in view of the submission of Tenders. However, economic operators that have not been selected may still join a selected combination.

The members of any kind of combination that submits a Tender are jointly and severally liable for the performance of the Tenderer's duties, obligations, responsibilities and liabilities with respect to their submitted Tenders and any Contract that ensues.

#### **3.8.4.2 Subcontractors**

If the Tenderer uses the capacity of subcontractors to meet the requirements of the selection criteria, each subcontractor will complete and sign a separate ESPD: Part II, Sections A and B and Part III.

#### **3.8.5 Regularity of tenders**

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the tender documents, both formally and materially.

The substantially irregular tenders are excluded. A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's offer or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

- 1° Failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;
- 2° Failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, paragraph 1, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and Article 14 of the Law, insofar as they contain obligations towards tenderers;
- 3° Failure to comply with the minimum requirements and the requirements that are indicated as substantial in the contract documents;
- 4° tenders that do not have a valid and original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable

of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

### 3.8.6 Award criteria

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

#### **Criterion 1: Technical Proposal (60%)**

- Quality of the proposed methodology (10%)

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

1.	Strategy	An outline of the approach proposed for contract implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives, inputs and output. The Strategy must include quality assurance procedures/ mechanism and risk analysis. A clear plan of how the tender will organize the transfer of knowledge to FUNAE in the areas of management of works contracts and supervision of the works must also be included.	7 points max.
2.	Work plan & timetable of activities	Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the contracting authority and taking into account travel time). The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference. The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.	3 points max.

Please note that the “strategy” of the methodology should not exceed 15 pages. Do not repeat/copy the ToR.

- Qualification and experience of key experts proposed (50%)

The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in point 5 “Terms of Reference” and they are subject to evaluation.

1.	Supervisory coordinator	Requirements: please refer to section 6.16.1	13 points max.
2.	Electrical engineer	Requirements: please refer to section 6.16.2	15 points max.
3.	Resident supervisor (Civil works)	Requirements: please refer to section 6.16.3	11 points max.
4.	Resident supervisor (Electrical)	Requirements: please refer to section 6.16.4	11 points max.

Only tenders with average scores of at least **40 points out of 60 points** in their technical proposal qualify for the financial evaluation.

### **Criterion 2: Price (40%)**

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40$$

#### **3.8.7 Awarding the public contract**

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

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

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

### **3.9 Concluding the contract**

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

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

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

In case of divergences and/or disputes regarding the interpretation of the Tender Documents (and annexes) and subsequent documents relating to this public contract, the English version of the Tender Documents (and annexes) and subsequent documents will prevail and be used as the key reference.

## 4 Specific contractual provisions

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

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 "Performance bond (Art. 25-33)"), as well as from Art. 24 of the General Implementing Rules (Professional insurance). 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 service provider (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. Mark Hoekstra, Intervention Manager, [mark.hoekstra@enabel.be](mailto:mark.hoekstra@enabel.be)

Once the contract is concluded, the contract manager is the main contact point for the service provider. 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 services 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.

When the Contractor uses a Subcontractor to carry out specific processing activities on behalf of the Contracting authority, the same data protection obligations as those of the Contractor are imposed on that Subcontractor by Contract or any other legal act.

In the same way, the Contractor will respect and enforce to his Subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The Contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

#### **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.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in



any case be inferior to those taken by the tenderer for the protection of his own confidential information);

- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

## **4.6 Protection of personal data**

### **4.6.1 Processing of personal data by the contracting authority**

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

### **4.6.2 Processing of Personal Data by a Subcontractor**

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

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

## **4.7 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.

## **4.8 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 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 services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

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

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

1. in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office. Fill out the form [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) as completely as possible and return it to the e-mail address: [info.cdcdck@minfin.fed.be](mailto:info.cdcdck@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, the bond will be released after final acceptance.

### **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 Changes to the procurement contract (Art. 37 to 38/19)**

### **4.10.1 Minimal change to the contract (Art. 38/4)**

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

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

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

### **4.10.2 Replacement of the contractor (Art. 38/3)**

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

### **4.10.3 Adjusting the prices (Art. 38/7)**

For this procurement contract, price reviews are not permitted.

### **4.10.4 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 procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

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

When activities 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 period.

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

#### **4.10.5 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 procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

#### **4.11 Preliminary technical acceptance (Art. 41-42)**

The contracting authority reserves the right to demand an activity report at any time of the mission to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and problems solved, deviation from the planning and deviations from the ToR...).

#### **4.12 Means of action of the contracting authority (Art. 44-51 and 154-155)**

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

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

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

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

##### **4.12.1 Failure of performance (Art. 44)**

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

- When services 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 successful tenderer by registered letter or equivalent.

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

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.

#### **4.12.2 Fines for delay (Art. 46-154)**

Fines for delay are not related to penalties provided under Art. 45. They shall be due, without the need for notice, simply by the expiry of the implementation period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

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

#### **4.12.3 Measures as of right (Art. 47-155)**

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

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

§ 2 The measures as of right are:

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

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

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

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

### **4.13 Performance modalities (Art. 146 and seq.)**

#### **4.13.1 Implementation period (Art. 147)**

Considering that the services to be provided are dependent on the award of the construction contracts, the implementation period will start fourteen (14) calendar days after notification of a service order issued by the contracting authority and notified to the tenderer and in any case be sent after the procurement process for awarding the construction contracts will be concluded.

Following the fourteen (14) days after notification of the service order, the implementation period shall last from 15 days before the start of the works and continue until 45 days after provisional acceptance of the works.

The services shall, therefore, be performed with the following implementation period(s) per lot:

- For Lot 1 (Milhana, Nampula Province), the services are foreseen to be completed within a period of **425 calendar days as of their start**, distributed approximately as 15 calendar days preparation, 365 calendar days during works and 45 calendar days post-works and contingency.
- For Lot 2 (Muite, Nampula Province), the services are foreseen to be completed within a period of **425 calendar days as of their start**, distributed approximately as 15 calendar days preparation, 365 calendar days during works and 45 calendar days post-works and contingency.
- For Lot 3 (Alto Maganha, Zambezia Province) the services are foreseen to be completed within a period of **425 calendar days** as of their start, distributed approximately as 15 calendar days preparation, 365 calendar days during works and 45 calendar days post-works and contingency.
- For Lot 4 (Idugo Island, Zambezia Province) the services are foreseen to be completed within a period of **485 calendar days** as of their start, distributed approximately as 15 calendar days preparation, 425 calendar days during works and 45 calendar days post-works and contingency.
- For Lot 5 (Mugulama, Zambezia Province) the services are foreseen to be completed within a period of **425 calendar days as of their start**, distributed approximately as 15 calendar days preparation, 365 calendar days during works and 45 calendar days post-works and contingency.

The contract (per lot) will respect the design & build one-year warranty period (defects liability) that shall start on the date of provisional acceptance of each lot by the contracting authority and end with final acceptance by contracting authority.

#### **4.13.2 Place where the services shall be performed (Art. 149)**

The services shall be performed at the address mentioned in the terms of references.

#### **4.13.3 Evaluation of the services performed**

If during contract performance irregularities are found, the contractor shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently. The contractor is bound to perform the non-complying services again.

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

#### **4.13.4 Liability of the service provider (Art. 152-153)**

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

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

#### **4.14 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 4.15.1 “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

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

**Ms. Teresa Da Cruz  
Project Administrative and Finance Assistant  
RERD Phase II  
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: “Consultancy services for the supervision of the installation of 5 hybrid mini-grids in the provinces of Zambezia and Nampula in Mozambique”;
- the reference of the tender documents: “MOZ1503411-10030 Lot X”;
- the name of the contract manager: “Mr. Mark Hoekstra

The invoice shall be in euros.

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

The payment schedule is as follow per each lot:

	<b>Site Supervision (Lump sum but paid on pro-rata basis)</b>	<b>% Payment</b>
	Site Supervision	90% of the contract amount for this phase will be paid progressively and in accordance with the construction progress scheme. Invoicing can only



		take place after certification and validation by the contracting authority of the construction progress achieved. Payment will be carried out after acceptance of the progress made
	Defects Liability period	10% after successful completion of the defects liability period and final acceptance of works by the contracting authority.

#### **4.15 End of the contract (Art. 64-65, 150 and 156-157)**

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

##### **4.15.1 Acceptance of the services performed**

The services shall be only accepted after fulfilling requirements and after technical acceptance(s).

Final acceptance shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.14 “General payment modalities (Art. 66-72 and 160)”). The completion of the services includes the implementation period and the defects liability period.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiration of the thirty-day period following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

Where the services are completed before or after this date, it shall be the responsibility of the service provider to notify the contract manager by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty calendar days after the date of receipt of the service provider’s request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

The acceptance specified above is final.

#### **4.16 Litigation (Art. 73)**

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

If agreement is lacking, the competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

The contracting authority shall in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor guarantees the contracting authority against any claims for compensation by third parties in this respect.

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

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

## 5 Terms of reference

### 5.1 General context

The Government of Mozambique has received a grant from the Belgian Government, to be implemented by Enabel - Belgian Development Agency and FUNAE - Energy Fund, to finance the RERD II Programme - Renewable Energy for Rural Development Programme.

Therefore, FUNAE intends to electrify 5 villages in Zambézia and Nampula provinces, through photovoltaic mini-grids, to provide a continuous supply of electricity to those communities. The work will be organised across the two provinces in the following sites:

- Lot 1: Milhana, Mecuburi district, Nampula province;
- Lot 2: Muite, Mecuburi district, Nampula province;
- Lot 3: Alto Maganha locality, Pebane district, Zambézia province;
- Lot 4: Idugo Island, Mocubela district, Zambézia province;
- Lot 5: Mugulama, Ilé district, Zambézia province.

For this purpose, FUNAE and Enabel carried out a survey in the area on all the basic information from which the project lots could be designed: a solar power plant with battery storage that will energize the planned mini-grid.

For Milhana, Muite, Alto Maganha and Mugulama, the EPC contractor has to complete the works within a period of **365 calendar days** as of the date set in the notice to commence the works.

For Idugo Island, the EPC contractor has to complete the works within a period of **425 calendar days** as of the date set in the notice to commence the works.

The contracted supervisor shall supervise the work during the execution phase and after execution (guarantee period). Thus, the supervision contract ends with the final acceptance of the works.

### 5.2 Legal framework

In order to execute the works within the deadlines stipulated by the contract and in accordance with the schedule, specifications, quantities and costs set out in the project, it is necessary to hire services to support the supervision of the works and services to be executed under the contracts for engineering, procurement and construction (EPC) of mini-grids.

When carrying out the works, the Environmental Regulations must be observed, as well as the relevant legislation concerning the implementation of the works, such as: definition of Source Protection Areas; Land Management Plans; Environmental Protection Areas or any other legal provisions that affect the design and/or implementation of the works, and in particular the Mozambican regulations listed below:

- Order of 14 July 1989 - Regulation the exercise of civil construction activity in the Republic of Mozambique by foreign companies.
- Decree No. 94/2013, of 31 December, Approves the Regulation of the Exercise of the activity of Civil Construction Contractor.
- Ministerial Diploma no. 53 A/2002, of 17 April - Approves the regulation of the commission for registration and classification of public works and Civil Construction Contractors.

- Ministerial Diploma nr. 77/2015, of May 22nd - Approves the licensing of the activity of Public Works and Civil Construction Contractor.
- Ministerial Diploma No. 131/2009, of 11 June 2009 - Amends Table 3 on the classification of Civil Construction Contractors referred to in Articles 18 and 20 of the Regulation on Licensing the activity of Public Works and Civil Construction Contractors approved by Ministerial Diploma No. 83/2002 of 22 May.
- Ministerial Order nr. 132/2009, of June 11th - Approves the Regulation of Licensing of activities of small civil construction industry.
- Decree No. 54/2015, of 31 December - approving Regulation on the Environmental Impact Assessment Process;
- Electricity Law no. 21/97, of 01 October - that regulates the activity of production, transport, distribution and commercialization of electricity.
- Regulation on the Safety of Low Voltage Electrical Power Distribution Networks.

All documents, technical literature, laws and technical norms in effect must be provided by the supervising consultant, at no cost to the Contracting Authority.

## **5.3 Objectives**

### **5.3.1 General objective**

The objective of the supervision services is to certify that the construction work is carried out in compliance with the specifications and requirements stated in the executive project and in the tender specifications and in compliance with the construction contract and the legislation in force in Mozambique.

### **5.3.2 Specific objectives**

The specific objectives of the contract are:

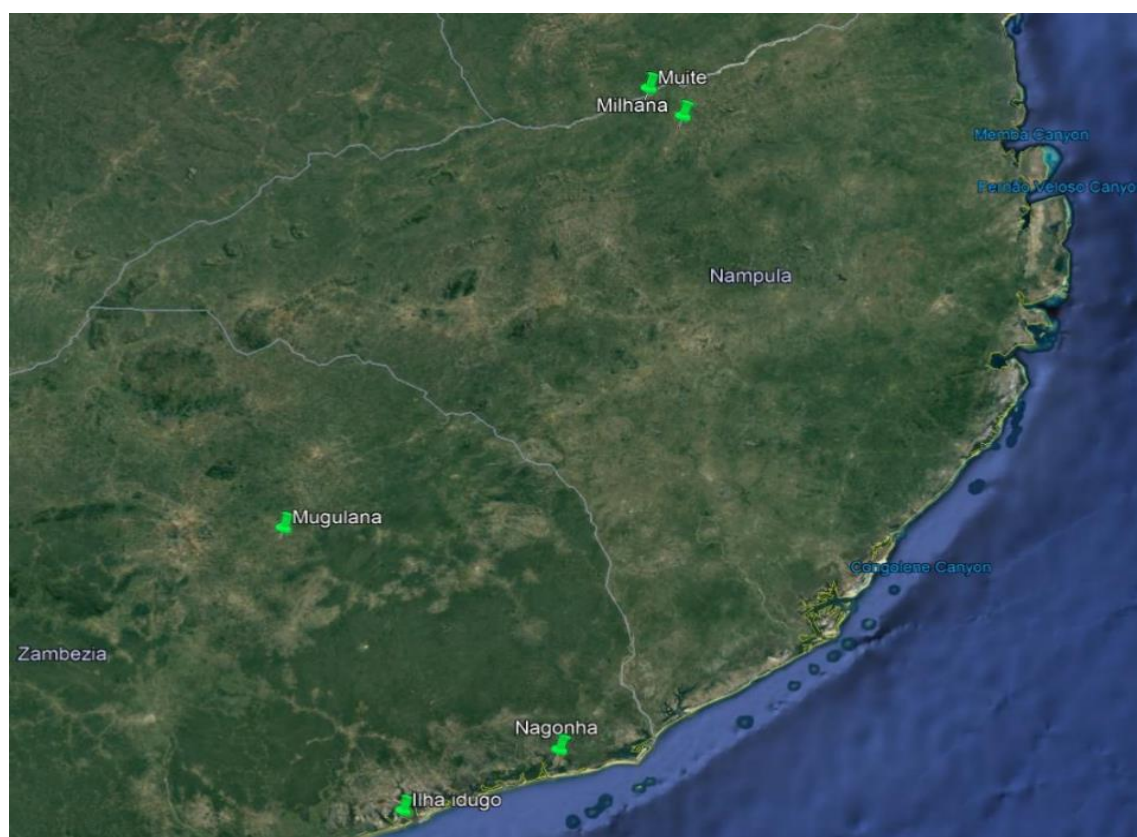
- Supervision, monitoring and control of the execution of the Contracted works, so that they are performed within the term of the EPC contractor's contract, in accordance with the work plan, schedule, specifications, and project requirements;
- Management of the information flow between the contracting party, Contracted supervisor, EPC contractor, and by the official control bodies, regarding the progress and execution of the works;
- Financial management of the works contract regarding certification that the invoices presented for payment are in accordance with the degree of execution of the work, that they respect the approved physical and financial schedule and that they are in accordance with the conditions of the contract established between FUNAE/Enabel and the EPC contractor, and in accordance with the format and procedures approved by FUNAE/Enabel;
- Managing the expiry and use of bank guarantees;
- Provide information on the physical execution, perspective of achieving the contracted object, and regarding the correct and regular application of financial resources, as well as the results of partial, cumulative and final measurements of services performed, the quantified changes and their authorizations, through the presentation of reports containing description and informative tables;
- Implementation and maintenance of historical records that preserve the memory of the implementation of the works;
- Development of KPIs that can be used to evaluate performance in the execution of the works, as well as to guide the implementation of new projects.

## 5.4 Lots technical specifications

### 5.4.1 Location and accessibility of the project sites

The location of the 5 villages is given in the following table.

Settlement	Geographical Coordinates	Village	Administration	District, Province
Milhana	14° 8'51.08"S	Milhana	Milhana	Mecuburi, Nampula
	39°10'39.86"E			
Muite	14° 1'28.31"S	Muite	Muite	Mecuburi, Nampula
	39° 1'56.20"E			
Alto Maganha (Nagonha)	17°0'45.09 "S	Alto Maganha	Mulela	Pebane, Zambezia
	38°43'9.31 "E			
Idugo island	17°18'12.85"S	Idugo	Bajone	Mocubela, Zambezia
	38° 3'23.13"E			
Mugulama	16° 2' 1" S	Mugulama	Ilé	Ilé, Zambezia
	37° 31' 37" E			



Milhana and Muite (Lot 1) are inlands in Mecuburi district. They are relatively close (around 30 km) and can be reached with an untarred road from Mecuburi (around 90 km).

Alto Maganha is in coastal area. To reach the village there is an approx. 250 km untarred road from the EN1 (Mugeba).

Idugo Island is an island and can only be reached by boat from Pebane.

Mugulama is on the main EN1 road and should not present major problems as regards access roads.

#### 5.4.2 General technical data

Muite, Milhana, Alto Maganha and Mugulama will be realized through a pre-assembled containerized solution in one or more sea containers where power electronics, battery energy storage system, boards, cabinet, auxiliaries, communication and other equipment will be installed.

Idugo Island may in the alternative be based on a standard approach for Mozambique, i.e., buildings in masonry.

Each mini-grid will be consist of:

- A. Photovoltaic Generation
- B. Powerhouse with storage and inverters, plus an office for technicians
- C. Water Supply System to guarantee the cleaning operations of the power system
- D. Electrical Distribution Network
- E. A prepaid energy sale system, including meters

A training schedule of the plant operators will be established.

#### 5.4.3 Main technical data of each item included in the lots

The mini-grids must meet the following technical characteristics:

<b><i>Main technical data of Milhana mini-grid</i></b>		
Item	Value	Unit
Photovoltaic generation	200	kWp
Diesel generator (Backup)	100	kVA
Nominal storage capacity	1160	kWh
Nominal battery output	90	kW
Maximum DOD for lithium batteries	80	%
Single-phase connections	1000	un
Tri-phase connections	35	un
Max power supplied to the grid	90	kW

<b><i>Main technical data of Muite mini-grid</i></b>		
Item	Value	Unit

Photovoltaic generation	120	kWp
Diesel generator (Backup)	70	kVA
Nominal storage capacity	700	kWh
Nominal battery output	60	kW
Maximum DOD for lithium batteries	80	%
Single-phase connections	470	un
Tri-phase connections	25	un
Max power supplied to the grid	60	kW

<b><i>Main technical data of Alto Maganha (Nagonha) mini-grid</i></b>		
Item	Value	Unit
Photovoltaic generation	200	kWp
Diesel generator (Backup)	100	kVA
Nominal storage capacity	1160	kWh
Nominal battery output	90	kW
Maximum DOD for lithium batteries	80	%
Single-phase connections	800	un
Tri-phase connections	35	
Max power supplied to the grid	90	kW

<b><i>Main technical data of Idugo Island mini-grid</i></b>		
Item	Value	Unit
Photovoltaic generation	230	kWp
Diesel generator (Backup)	120	kVA
Nominal storage capacity	1330	kWh
Nominal battery output	120	kW
Maximum DOD for lithium batteries	80	%
Single-phase connections	1090	un
Tri-phase connections	35	un
Max power supplied to the grid	120	kW

<b><i>Main technical data of Mugulama mini-grid</i></b>		
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Item	Value	Unit
Photovoltaic generation	75	kWp
Diesel generator (Backup)	45	kVA
Nominal storage capacity	445	kWh
Nominal battery output	40	kW
Maximum DOD for lithium batteries	80	%
Single phase connections	200	un
Tri-phase connections	30	un
Max power supplied to the grid	40	kW

Moreover, each solar power plant and mini-grid should have:

- a communication system between all the components of the installation to allow automated starting of the backup diesel generator;
- a monitoring system for the main management parameters located in the office of technicians.

Each mini-grid includes a transmission and distribution grid which, depending on the executive design, may include both low- and medium-voltage sections.

## 5.5 Methodology

The tenderer must propose in his offer a methodology (strategy, workplan & timetable of activities) based on the instructions given in the Terms of Reference.

1. **Strategy:** An outline of the approach proposed for contract implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives, inputs and output. The Strategy must include quality assurance procedures/mechanism and risk analysis. A clear plan of how the tender will organize the transfer of knowledge to FUNAE in the areas of management of works contracts and supervision of the works must also be included.
2. **Work plan & timetable of activities:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the contracting authority and taking into account travel time). The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference. The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

**Please note that the “strategy” of the methodology should not exceed 15 pages. Do not repeat/copy the ToR.**

When performing the work, the Contractor shall take into account the general aspects indicated below:



- a) The Supervising Consultant hired, in view of the specific contract, shall detail and adjust the approach and methodology, if the circumstances and specificities justify it;
- b) The Supervising Consultant shall develop its work in close interaction with FUNAE/Enabel, always bearing in mind that the approach and methodology appropriate to the execution of the services to be contracted will be defined and indicated by the Supervising Consultant, but will have to be discussed and approved by FUNAE/Enabel.
- c) The Supervising Consultant shall indicate the approach it will use for knowledge transfer to the FUNAE team;
- d) The Supervising Consultant must present the management structure of the project/contract, indicate the form of organisation for the management and execution of the work and for the quality management of the deliverables;
- e) The reporting should be written and the periodicity should be 30 days. Another form and/or periodicity can be considered when the justification presented is accepted by the Contracting Authority.

## **5.6 Responsibilities of the supervision of construction contracts and engineering services**

### **5.6.1 Contract management support**

The Supervising Consultant has the responsibility to advise Enabel and act as its "Representative" on the construction site, and ensure that all the works will be executed in accordance with these Tender Documents and the Technical Specifications. The Supervising Consultant shall provide his supervision services in accordance with highly rigorous and professional practices.

The Supervisory tasks include (but are not limited to) the following:

1. Analyzing and issuing a technical opinion regarding the Project to be executed by the EPC contractor;
2. Verify that the facilities, equipment and technical staff provided for in the service execution contract are being made available for the work;
3. Clarify or require corrections of inconsistencies, failures and omissions eventually found in the basic or executive project, or in the other information and instructions contained in the descriptive memory and technical specifications of materials and services, necessary for the development of the enterprise;
4. Exercise strict control over the execution schedule of the services;
5. Follow all the necessary tests to ensure the good functionality of the various components of the project;
6. Verify the implementation of the work in accordance with the references supplied to the contractor;
7. Supervise the execution processes and the dimensional characteristics of the infrastructures;
8. Verify the way in which the work is carried out;
9. Ensure that samples are taken and forwarded;
10. Ensure that the EPC contractor provides the material to be assembled with the desired quality;
11. Develop the role of interlocutor between the parties involved in the construction work (Contracting Authority/FUNAE and EPC contractor);

12. Ensure compliance with all project provisions, both in terms of drawings and written documents, as well as applicable regulations, standards, legal precepts and the Supervision's own instructions;
13. Fill out the WORK BOOK, recording all relevant facts verified at or related to the work;
14. Regularly inspect all work in progress, adjusting in due time with the EPC contractor the measures to be put into practice to comply with the EPC contractor's contract, including execution deadlines;
15. Measuring the quantities of work performed;
16. Proceed to the verification of the invoices presented by the contractor, certifying them within 5 days and, when necessary, making the correction, and controlling the deductions resulting from fines or other reasons to allow the payment of the same within the deadlines contractually agreed between the Contracting Authority and the EPC contractor;
17. Make monthly progress reports to the Contracting Authority giving an account of the progress of the contract, the financial situation and other events related to it;
18. Prepare information and proposals requiring approval from the Contracting Authority or its duly authorized representative;
19. Participate in the inspections for provisional and final acceptance, draw up the respective minutes and provide the Contracting Authority with all necessary clarifications about the work through a final report. Participate, if necessary, in the setting of deadlines to be conceded to the EPC contractor for the completion of works whose execution has been found to be defective.
20. Submit the final report in one original and two copies after provisional and final acceptance of the work;
21. Certify the satisfactory completion of the work, after the necessary rectifications, in accordance with the requirements of the contract;
22. Inform the Contracting Authority, with recommendations for solutions or solutions to be adopted, of any problems that exist or may arise on or in connection with the contract, arising during the course of the work;
23. To make use of the information, written and drawn, exclusively for the purpose proposed in the present contract;
24. Organize and chair the weekly and monthly site meetings, and present the respective weekly (electronic copy) and monthly (2 hard copies and electronic copy) reports;
25. Monitor compliance with Health, Hygiene and Safety at Work rules in the construction work;
26. Monitor and control compliance with the measures of the environmental management plan;
27. Make sure that the activities are carried out within the period stipulated in the schedule of activities, decide on any adjustments and ensure that they are kept up to date;
28. Propose, with the appropriate justification, the penalties provided for in the contract, whenever facts and circumstances that justify them are objectively verified;
29. Manage issues relating to the execution of the contract and, in critical cases, propose the strategy of action and act in accordance with the decision taken by the Contracting Authority, as well as, advise on any disputes or differences that may arise between the Contracting Authority and the EPC contractor;

30. Report on the status of the project implementation, main problems, critical issues and responsibilities, risks and strategy to overcome them, as well as the next action plan;
31. Arrange and coordinate planning and site progress meetings (once a month) to monitor the progress of the project implementation including identification of any delays, deviations and prepare and distribute the respective meeting minutes to the participants;
32. Coordinate field activities, logistics and ensure communication and circulation of information between the Contracting Authority and EPC contractor;
33. Maintain a complete and updated archive of all documentation relevant to the work, including the Contract, Specifications, Estimates, Schedules, correspondence, meeting minutes, reports, and all documentation of tests and inspections carried out.

### **5.6.2 On-site supervision**

1. Verify compliance with all legal and contractual formalities for the execution of the work and ensure the existence of supporting documentation (licenses, others);
2. Supervise the fulfilment of what has been defined and approved for the execution of the work and take the pertinent measures to correct non-compliances in relation to
  - Personnel;
  - Logistics;
  - Health and Safety at Work standards
  - Environmental Procedures; and
  - Quality standard (the quality standard for design, production, installation and provision of services must be ISO 9001 and ISO 14001).
3. Coordinate and follow up the initial visit to each lot for each EPC contract immediately after the awarding of the contract to the EPC contractor;
4. Check and approve before printing, the End User Manual and the Technical Manual for installation, Operation and Maintenance, and make sure that copies of the documents in electronic and physical format are delivered to the Contracting Authority within the time stipulated in the contract;
5. Control and ensure the conformity of the supply, installation, construction, testing and execution of the works, through:
  - Inspection of the equipment/materials supplied as to quantities, specifications and certifications;
  - Inspection of the electrical installations of use in terms of compliance with all constructive aspects and the regulations/standards in force in Mozambique; and
  - Measurement of the fundamental electrical quantities in each system and comparison of conformity with those foreseen.
6. After installation and commissioning, inspect each system and conduct a Site Acceptance Test to verify that the plant and equipment conform to specifications. The supervising consultant needs to provide a proposal for a Site Acceptance Test, which will be discussed with and approved by the Contracting Authority prior to use. After approval, the test results shall be documented using the Site Acceptance Test sheets. The test results must be delivered to the Contracting Authority. The Contracting Authority has the prerogative to witness the tests;
7. Represent, where necessary, the Contracting Authority during the commissioning (Provisional Acceptance) of the power systems after the finalization of the installations;

8. Identify, through the above activities, non-conformities and anomalies, set deadlines for correction and verify compliance.

### **5.6.3 Acceptance of the Works**

1. Ensure compliance with all requirements and formalities for the inspection and provisional acceptance of the work;
2. Ensure that the Provisional Reception Certificate is only issued after the inspection and certification that the results of the construction work are in conformity with what was foreseen;
3. Guarantee that all the execution project documentation is duly organized and that it reflects the work carried out (as built) and that the List of Beneficiaries is submitted and is up-to-date;
4. Ensure that all operation and maintenance manuals, as well as all guarantees, quality certificates and others, are duly provided in an organized file;
5. Ensure that adequate signage for use and safety - warning signs and labels - is in place;
6. Ensure that basic accessories (fuses, bulbs, nozzles, etc.) are in stock and that users know how to use them in case of need.

### **5.6.4 Financial Control**

1. Certify that the invoices presented for payment are in accordance with the degree of execution of the work, that they respect the approved physical-financial schedule and, that they are in accordance with the conditions of the contract established between the Contracting Authority and the EPC contractor, and in accordance with the format and procedures approved by the Contracting Authority;
2. Manage the expiration and use of bank guarantees;
3. Ensure that the final settlements of the work are only made after there is clear proof of compliance with the requirements and formalisms defined for the phase of completion and delivery of the work;

### **5.6.5 Reporting**

1. Prepare monthly progress reports, during the implementation of the contract, which shall report on the EPC contractor's Implementation Plans and Budget that will serve as a basis for consultation between the Contracting Authority and the EPC contractor. These reports shall contain the following information:
  - i. Control of work performed and invoicing
    1. Physical progress achieved to date;
    2. Measurements made, their treatment and conclusions;
    3. Invoicing for work carried out;
    4. Deviations from the project as well as proposed measures for their correction; and
    5. Training progress.
  - ii. Planning control
    1. Project status (charts, maps showing the progress of the work and control between the work stipulated in the tender document and the work carried out); and
    2. Financial statement by lot of the contract:
      - a. Contract value;
      - b. Current expenditure; and
      - c. Final balance.

- iii. Activities developed and results obtained in terms of knowledge transfer; and
  - iv. Other information relevant to the Contracting Authority.
- 2. Submit Site Visit Reports describing the work performed, presenting the results of tests and inspections, identifying problems and critical issues, and presenting the main conclusions and recommendations; and
- 3. Submit the Final Report on the execution of the contract, with the relevant issues of the closure of the contract, including:
  - o A database of the installed mini-grids, containing location (geographical coordinates), technical description, site name (District, Administrative Post, Locality), date of installation and provisional acceptance, suppliers, maintenance visits, problems and repair visits;
  - o Submit all the project documentation (reports, minutes, written communications, as built drawings, operation and maintenance manuals for the equipment prepared by the EPC contractor, etc.) in physical and electronic format.

## 5.7 Tests and Analysis

The Supervising Consultant is responsible for monitoring and approving the results of the laboratory tests, including submitting a technical report on the results to the Contracting Authority. It is necessary to present the sample collection form duly signed by the Supervising Consultant, the EPC contractor's representant and the person responsible for the collection, when presenting and validating the results to the Contracting Authority. After receiving the communication from the EPC contractor in which the presence of the supervising consultant is requested, he is obliged to be present.

The Supervising Consultant shall carry out, at the request of the Contracting Authority, the tests and analyses listed below, in accordance with the Technical Specifications:

- Technical control tests of materials:
  - o resistance to simple compression;
  - o diameter compressive strength;
  - o flexural tensile strength of concrete;
  - o granulometry of aggregate;
  - o consistency of concrete;
  - o slump of the Abrahams truncated cone.
- Soil characterisation tests:
  - o natural humidity;
  - o natural density;
  - o liquidity limit;
  - o plasticity limit;
  - o plasticity index;
  - o shrinkage limit;
  - o sieving granulometry;
  - o compaction test;
  - o variable load;
  - o vertical permeability "in situ";
  - o CBR.

All costs necessary to perform these services shall be included in the unit cost composition, since no other type of remuneration will be paid by the Supervising Consultant as compensation and/or reimbursement of extra expenses.

**Note:** the tests specified above are included in the technical specifications of the project.

## 5.8 Expected results

The Supervisor must submit reports and documents produced to record the works' supervision activities, as detailed below:

- a) **Activities Planning:** The supervisor shall submit to the Contracting Authority a planning of the activities to be performed by each technician for the following month, with the respective schedules of trips to the work sites by its technicians and of the activities to be developed by the supervision on a monthly basis. The activities schedule may be revised and adjusted, if mutually agreed, without this being a motive for claiming the extension of the execution period, and it does not change the object of the contract. The Activity Plan must be submitted simultaneously with the monthly invoice.
- b) **Reports and Documents:** The deadlines for analysis, by the Supervisor, of the reports and documents submitted by the contractor shall be up to 10 (ten) working days from the next day of receipt thereof and shall be provided in the schedule. The Supervisor must consider this fact so that the services do not suffer discontinuity. The reports and documents not approved will be returned for the necessary corrections and additions, according to the analyses forwarded to the Supervisor, within 10 days.
- c) The Supervisor is expected to closely work with the Contractor at all times and to provide feedback promptly regarding day-to-day queries, such as, but not limited to, equipment, materials, design, tests.
- d) **Daily Report of the Work Supervision:** information about the work execution, compiled daily accompanied by photographic record, when applicable. The Model to be used for this purpose will be submitted by the Supervisor;
- e) **Progress Report (Monthly Report):** information about the progress of the work, referring problems that have arisen or will arise during the progress of the services, considering, when appropriate, the information from the daily report of the work and accompanied by photographic record, according to the work plan, physical schedule and technical projects, indicating the percentage of execution of the work; quality management plan, social and environmental safeguards matrix, physical-financial timetable.

This report should be submitted, attached to the monthly invoice, by the end of the first week of the following month. It should be drawn up by the supervising coordinator.

- f) **Inspection Report for Provisional Handover:** containing the information necessary for provisional acceptance of the work. Description of components supplied, assembled and/or built, description of defects or anomalies in the work carried out and work missing. Establishment of deadlines for correction and the inspector's recommendation for acceptance of the work. This report should be accompanied by the following attachment:
  - Inspection reports;

This report must be submitted within 5 (five) days after the inspection. It should be drawn up by the supervising coordinator.

- g) **Final Report:** which must contain information regarding the conclusion of the work, reporting on its development, changes to the executive project, difficulties encountered, comments regarding the performance of the executing company, in addition to photographic records of the development of the main stages during its

execution, as well as a statement of the measurements made by the supervision of the work and the percentage reached for the conclusion of the work. This report must be accompanied by the following attachments:

- Final drawings (as built) of the work;
- Signed Provisional Handover Certificates;
- Topographical survey reports;
- Results of tests and trials;
- Operation and maintenance manual for the facility;
- Final account of the work;
- Construction book and other documentation deemed relevant to the project.

The report must be submitted within 15 (fifteen) days after the provisional acceptance of the work. It should be drawn up by the supervision coordinator.

- h) Preliminary Inspection Report for Final Acceptance: contains the necessary information for final acceptance of the work, must certify the absence of defects in the work (or part of it). Describing the regular functionality, at the end of the guarantee period, under normal conditions of exploitation, operation or use, of the work and respective equipment, so that they comply with all contractually foreseen requirements. It must also describe whether or not the contractor has fulfilled all the obligations arising from the guarantee period for all or part of the work to be received. This report shall be accompanied by the following annex:

- Inspection reports;

This report must be submitted within 5 (five) days after the inspection of the work. This report must be elaborated by the supervisory coordinator.

- i) Final Inspection Report for Final acceptance: This report should contain information confirming that the anomalies (if any) detected in the inspection have been corrected and that the work is functional and in condition to be definitively accepted. This report should be accompanied by the following appendix:

- Check List;
- Inspection reports;

This report should be submitted no later than 5 (five) days after the inspection of works for final acceptance of the work. It should be prepared by the site supervisory coordinator.

Progress reports shall be submitted in A-4 size signed and bound volumes, in colour and in electronic format.

Daily site supervision reports shall be submitted in volumes signed by the field technician responsible for site monitoring and supervision, and submitted as an appendix to the monthly progress report.

All the photographs produced during the different stages of the work, in the work monitoring and supervision of the work, should be sent to the Contracting Authority in electronic format. The photos should be identified with date (day/month/year), location and goal/stage of the work performed at the site. The minimum resolution of the images will be 300 dpi and 1 Mega, in "jpeg" format, and must avoid the portrayal of people and brands of private companies.

All reports shall be duly signed by the Supervisory Coordinator, issued before the execution of the services, with the exception of the Daily Report on the supervision of the work.

## 5.9 Deadlines and worktable

Considering that the services to be provided are dependent on the award of the construction contracts, the implementation period will start fourteen (14) calendar days after notification of a service order issued by the contracting authority and notified to the tenderer and in any case be sent after the procurement process for awarding the construction contracts has been concluded.

Following the fourteen (14) days after notification of the service order, the implementation period shall last from at least 15 days before the start of the works and continue until 45 days after provisional acceptance of the works.

The services shall, therefore, be performed with the following implementation period(s) per lot:

- For Lot 1 (Milhana, Nampula Province), the services are foreseen to be completed within a period of **425 calendar days as of their start**, distributed approximately as 15 calendar days preparation, 365 calendar days during works and 45 calendar days post-works and contingency.
- For Lot 2 (Muite, Nampula Province), the services are foreseen to be completed within a period of **425 calendar days as of their start**, distributed approximately as 15 calendar days preparation, 365 calendar days during works and 45 calendar days post-works and contingency.
- For Lot 3 (Alto Maganha, Zambezia Province) the services are foreseen to be completed within a period of **425 calendar days** as of their start, distributed approximately as 15 calendar days preparation, 365 calendar days during works and 45 calendar days post-works and contingency.
- For Lot 4 (Idugo Island, Zambezia Province) the services are foreseen to be completed within a period of **485 calendar days** as of their start, distributed approximately as 15 calendar days preparation, 425 calendar days during works and 45 calendar days post-works and contingency.
- For Lot 5 (Mugulama, Zambezia Province) the services are foreseen to be completed within a period of **425 calendar days as of their start**, distributed approximately as 15 calendar days preparation, 365 calendar days during works and 45 calendar days post-works and contingency.

The contract (per lot) will respect the design & build one-year warranty period (defects liability) that shall start on the date of provisional acceptance of each lot by the contracting authority and end with final acceptance by contracting authority.



The Consultant must respect the following principles:

- Submit the schedule of activities and the indication of the expected dates for delivery of the resulting products (Deliverables) specified in section 5.8.

## **5.10 Team composition of key experts**

The proposed team must have the necessary skills and experience to carry out the work. It corresponds to the technical team of key experts that the Supervising Consultant will provide to assist in the supervision of the work.

### **Key Team per lot:**

#### **Lot 1: Consultancy services for the supervision of the installation of the hybrid mini-grid in Milhana, Nampula Province;**

- 1 Supervisory coordinator;
- 1 Electrical Engineer;
- 1 Civil works resident inspector;
- 1 Electrical works resident inspector.

#### **Lot 2: Consultancy services for the supervision of the installation of the hybrid mini-grid in Muite, Nampula Province**

- 1 Supervisory coordinator;
- 1 Electrical Engineer;
- 1 Civil works resident inspector;
- 1 Electrical works resident inspector.

#### **Lot 3: Consultancy services for the supervision of the installation of the hybrid mini-grid in Alto Maganha, Zambezia Province**

- 1 Supervisory coordinator;
- 1 Electrical Engineer;
- 1 Civil works resident inspector;
- 1 Electrical works resident inspector.

#### **Lot 4: Consultancy services for the supervision of the installation of the hybrid mini-grid in Idugo Island, Zambezia Province**

- 1 Supervisory coordinator;
- 1 Electrical Engineer;
- 1 Civil works resident inspector;
- 1 Electrical works resident inspector.

#### **Lot 5: Consultancy services for the supervision of the installation of 1 hybrid mini-grids in Mugulama, Zambezia Province**

- 1 Supervisory coordinator;
- 1 Electrical Engineer;
- 1 Civil works resident inspector;
- 1 Electrical works resident inspector.

### **5.10.1 Supervisory coordinator**

A professional with a Master's degree in Civil Engineering, with at least 8 (eight) years' experience in contract management, team coordination in monitoring, and/or supervision, and/or execution, and/or supervision of works similar to the object of the tender, with a minimum of two years' experience in project management in Africa and fluent in Portuguese. He/she must provide documentary evidence of at least 3 similar works/projects in which he/she has participated. His/her activities include, but are not limited to:

- Planning and Control of contractual arrangements, defined by the Contracting Authority's requirements (contracts, insurance, bank guarantees, etc.);
- Control, implementation or guidance in the sense of full compliance with the Legislation, Regulations and Standards applicable to the provision of the service and the execution of the contract;
- Control and analysis of the documentation submitted by the EPC contractor and the Contracting Authority;
- Decide, when it is within their competence, or submit the information to the decision of the Contracting Authority, all questions that arise or are put to them by the EPC contractor, so as not to negatively impact the progress of the work;
- To transmit to the EPC contractor the Contracting Authority's requirements;
- Issuing the report including the EPC contractor's Final Account;
- Coordinate the work to be carried out by the resident inspectors and the entire technical team;
- Approval of the project (good for execution); and
- Ensure or verify for validation the measurement reports carried out by the EPC contractor, establishing cross-checking between the verification of quantities and the budget allocation put out to tender.

### **5.10.2 Electrical Engineer**

Professional with a Master's degree in Electrical Engineering, with at least 8 (eight) years of experience in the preparation, follow-up, and/or supervision, and/or execution, and/or supervision of works of electrification projects, with proven experience in renewable energy, solar systems programming, solar panel modulation and commissioning of photovoltaic plants. He/she must provide documentary evidence of at least 3 similar works/projects in which he/she has participated, of which at least 1 project that included a storage system with a size comparable to that of the concerned lot. His/her activities include, but are not limited to:

- Analysing electrical installation projects, photovoltaic plants and issuing technical opinions;
- Promote, with the Contracting Authority, the corrections to the project and with the EPC contractor the corrections in the Work;
- Control the corrections/changes to the electrical project, transmission and power plant project;
- Monitor the EPC contractor's main activities, checking the quality of materials, their installation and electrical connections;
- Inform the Supervisory coordinator, in writing, of any opinions required;
- Ensure compliance with the project and the specifications;
- Ensure that the activities are carried out within the standards established for the installation of the equipment.

He/she must also have knowledge of standards, programming and testing of solar systems.

### **5.10.3 Resident supervisor(s) – (Civil works)**

The contractor must provide 1 (one) resident supervisor per site. He/she must have at least mid-level education in civil construction, with minimum 5 years of experience in supervision of EPC works of power plants and distribution lines. He/she must submit evidence of experience in at least 2 similar works/projects. Their activities include but are not limited to:

- Controlling and recording the EPC contractor's activities, carried out on a daily basis, namely labour, equipment, materials received and applied;
- Controlling and recording the main construction processes applied by the EPC contractor;
- Ensure the correct placement in work, only of the materials previously approved;
- Monitor the correct implementation of the work, with the support of specialists from the technical team;
- Ensure compliance with the tests necessary to guarantee the quality of the work;
- Ensure the dimensional characteristics of the work;
- Carry out photographic reports;
- Provide written information pertinent to the correct development of the work;
- Monitor and inform in writing the supervisor of the progress of the work;
- Keeping a weekly record of the progress of the work;
- Monitor the EPC contractor's work plan;
- Verify the conformity of the execution project with the work.

#### **5.10.4 Resident supervisor(s) – (Electrical)**

The contractor must provide 1 (one) resident inspector per site. He/she must have at-least mid-level education in electricity, with a minimum of 5 years of experience in supervision of works of renewable energy power plants, photovoltaic plants, storage systems, power production. He/she must present documentary evidence of at least 2 similar works/projects in which they participated. His/her activities include but are not limited to

- Controlling and recording the EPC contractor's activities, carried out on a daily basis, namely labour, equipment, materials received and applied;
- Controlling and recording the main construction processes applied by the EPC contractor;
- Ensure the correct placement in work, only the materials previously approved;
- Monitor the correct implementation of the work, with the support of specialists from the technical team;
- Ensure compliance with the tests necessary to guarantee the quality of the work;
- Ensure the dimensional characteristics of the work;
- Carry out photographic reports;
- Provide written information pertinent to the correct development of the work;
- Monitor and inform in writing the supervisory coordinator of the progress of the work;
- Keeping a weekly record of the progress of the work;
- Monitor the EPC contractor's work plan;
- Verify the conformity of the execution project with the work.

Key experts will not be considered in the evaluation of the team composition, if on the date of the opening of the tenders, they are on the list of experts working on other projects and/or contracts of the Energy Fund (FUNAE).



## 6 Forms

### 6.1 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

1) The tenderer or one of its 'directors [1]' was found guilty following a conviction by final judgement for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;

4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019

c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5) When a conflict of interest cannot be remedied by other, less intrusive measures;

6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

## 6.2 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.
- If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:
- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

.....

Place, date

### 6.3 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.

### 6.4 European Single Procurement Document (ESPD)

See separate file in PDF.

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

The tenderer shall include in his tender copies of the most recent documents<sup>10</sup> 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**<sup>10</sup> 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**<sup>10</sup> (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.

### 6.8 Extract from the criminal record

At the latest before award, the tenderer must provide an **extract from the criminal record**<sup>10</sup> in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons.

### 6.9 Certification of tenderer not in bankruptcy

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

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



## 6.10 Financial identification

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>11</sup>	
IBAN/ACCOUNT NUMBER <sup>12</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

<b>ADDRESS OF BANK BRANCH</b>		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

<b><u>ACCOUNT HOLDER'S DATA</u></b> AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

<sup>11</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>12</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

### 6.11 Economic and Financial Capacity: Average annual turnover

The tenderer must complete the following table based on his/her annual accounts for three consecutive accounting years within the last four years: 2017, 2018 and 2019 or 2018, 2019 and 2020.

<b>Financial data</b>	<b>Year .....</b> €	<b>Year.....</b> €	<b>Year.....</b> €	<b>Average</b> €
Annual turnover				

The Tenderer must also provide his approved financial statements for the three selected financial years within the last four 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. In cases where the publication of financial statements is prescribed by the legislation of the country in which the operator is established and where these financial statements can be consulted via an electronic counter, the tenderer can provide an extract of this statement. The Tenderer shall provide an English glossary of relevant terms in the event the financial statements are not made out in English, French, Dutch or Portuguese.

## 6.12 Technical Capacity: List of Similar services

The tenderer must provide in his offer the list of the **main similar services in the last five years**, including the relevant dates, the public or private bodies on behalf of which they were carried out and a reference, showing that the tenderer has experience in performing those services.

To qualify for **1 lot**, the similar services must include at least 2 hybrid mini-grids larger than 45 kWp and 80 kWh of battery storage system.

To qualify for **2 lots or 3 lots**, the similar services must include at least 3 references, of which 2 refer to hybrid mini-grids larger than 45 kWp and 80 kWh of battery storage system and 1 refers to a PV plant larger than 120 kWp.

To qualify for **4 lots or 5 lots**, the similar services must include at least 5 references, of which 4 refer to hybrid mini-grids larger than 45 kWp and 80 kWh of battery storage system and 1 of at least 120 kWp and 300 kWh of battery storage system.

Description of the main similar services performed including name of public or private bodies	Relevant dates in the last 5 years	Name and contact information of reference
<i>e.g. Hybrid mini grid for rural electrification for health centre in Zambia (capacity 45kWp kWp)</i>	<i>July 2018 to January 2019</i>	<i>Mr. John Doe, Project Coordinator, <a href="mailto:jondoe@abc.com">jondoe@abc.com</a></i>

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

## 6.13 Key Experts

The Tenderer must complete the **appropriate table for each proposed staff** and must submit in his offer the **supporting documents of the supervisory staff** proposed for implementing this services contract. The supporting documents include: Signed CVs (no longer than 3 pages), declaration of availability, copy certificates of education, and proof of experience (e.g., employment contract, service contract, undertaking to provide services...). 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.

### 6.13.1 Supervisory coordinator

A professional with a Master's degree in Civil Engineering, with at least 8 (eight) years' experience in contract management, team coordination in monitoring, and/or supervision, and/or execution, and/or supervision of works similar to the object of the tender, with a minimum of two years' experience in project management in Africa and fluent in Portuguese.

Proposed position	Name of expert	Age	Educational background	Years of experience as a supervisory coordinator	Years of experience in project management in Africa
Supervisory coordinator					
Description of the major works for which you were responsible (provide at least 3 similar works)		Year	Position	Value	Client's Contacts (tel. nr or e-mail address)

(\*) a table to be completed per person and attach the supporting document

### 6.13.2 Electrical Engineer

Professional with a Master's degree in Electrical Engineering, with at least 8 (eight) years of experience in the preparation, follow-up, and/or supervision, and/or execution, and/or supervision of works of electrification projects, with proven experience in renewable energy, solar systems programming, solar panel modulation and commissioning of photovoltaic plants. He/she must also have knowledge of standards, programming and testing of solar systems.

Proposed position	Name of expert	Age	Educational background	Years of general experience	Years of experience with supervision of electrification projects
Electrical engineer					
Description of the major works for which you were responsible (provide at least 3 similar work)		Year	Position	Value	Client's Contacts (tel. nr or e-mail address)

(\*) a table to be completed per person and attach the supporting documents

### 6.13.3 Civil works resident inspector

He/she must have at least mid-level education in civil construction, with minimum 5 years of experience in supervision of works of power plants and distribution lines.

<b>Proposed position</b>	<b>Name of expert</b>	<b>Age</b>	<b>Educational background</b>	<b>Years of experience in supervision of similar works</b>
Civil works resident inspector				
<b>Description of the major works (provide at least 2 similar works)</b>	<b>Year</b>	<b>Position</b>	<b>Client's Contacts (tel. nr or e-mail address)</b>	

(\*) a table to be completed per person and attach the supporting documents

#### 6.13.4 Electrical works resident inspector

He/she must have at-least mid-level education in electricity, with a minimum of 5 years of experience in supervision of works of renewable energy power plants, photovoltaic plants, storage systems, power production.

<b>Proposed position</b>	<b>Name of expert</b>	<b>Age</b>	<b>Educational background</b>	<b>Years of experience in supervision of similar works</b>
Civil works resident inspector				
<b>Description of the major works (provide at least 2 similar works)</b>	<b>Year</b>	<b>Position</b>	<b>Client's Contacts (tel. nr or e-mail address)</b>	

(\*) a table to be completed per person and attach the supporting documents

## 6.14 Availability of key experts

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the methodology<sup>13</sup>. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority<sup>14</sup>.

Key experts	From	To
<b>Position:</b>		
Name:		
<b>Position:</b>		
Name:		
<b>Position:</b>		
Name:		
<b>Position:</b>		
Name:		

Name and first name: .....

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

Place and date: .....

Signature: .....

<sup>13</sup> Any expert working on another contract, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates / period included by a key expert in his/her statement of availability must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

<sup>14</sup> 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.



## 6.15 Subcontractors

Name and legal form	Address / Registered office	Object

## 6.16 Financial offer & tender form

**Do NOT change the “Financial offer & tender form”. Reservations are not permitted.**

### 6.16.1 Lot 1: Consultancy services for the supervision of the installation of the hybrid mini-grid in Milhana, Nampula Province

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

Description	Total lump-sum price € exc. VAT
Supervision of the installation of the hybrid mini-grid in Milhana, Nampula Province	... €
VAT percentage (if applicable)	

Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.14 “General payment modalities (Art. 66-72 and 160)”. In his proposal, the tenderer **must enclose** the details of the composition of his lump-sum price, including the day rates of the key experts for desk work and site work.

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

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

Name and first name: .....

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

Place and date: .....

Signature: .....

**Do NOT change the “Financial offer & tender form”. Reservations are not permitted.**

**6.16.2 Lot 2: Consultancy services for the supervision of the installation of the hybrid mini-grid in Muite, Nampula Province**

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

Description	Total lump-sum price € exc. VAT
Supervision of the installation of the hybrid mini-grid in Muite, Nampula Province	... €
VAT percentage (if applicable)	

Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.14 “General payment modalities (Art. 66-72 and 160)”. In his proposal, the tenderer **must enclose** the details of the composition of his lump-sum price, including the day rates of the key experts for desk work and site work.

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

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

Name and first name: .....

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

Place and date: .....

Signature: .....

**Do NOT change the “Financial offer & tender form”. Reservations are not permitted.**

**6.16.3 Lot 3: Consultancy services for the supervision of the installation of the hybrid mini-grid in Alto Maganha, Zambezia Province**

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

Description	Total lump-sum price € exc. VAT
Supervision of the installation of 2 hybrid mini-grids in Alto Maganha, Zambezia Province	... €
VAT percentage (if applicable)	

Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.14 “General payment modalities (Art. 66-72 and 160)”. In his proposal, the tenderer **must enclose** the details of the composition of his lump-sum price, including the day rates of the key experts for desk work and site work.

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

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

Name and first name: .....

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

Place and date: .....

Signature: .....

**Do NOT change the “Financial offer & tender form”. Reservations are not permitted.**

**6.16.4 Lot 4: Consultancy services for the supervision of the installation of the hybrid mini-grid in Idugo Island, Zambezia Province**

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

Description	Total lump-sum price € exc. VAT
Supervision of the installation of the hybrid mini-grid in Idugo Island, Zambezia Province	... €
VAT percentage (if applicable)	

Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.14 “General payment modalities (Art. 66-72 and 160)”. In his proposal, the tenderer **must enclose** the details of the composition of his lump-sum price, including the day rates of the key experts for desk work and site work.

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

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

Name and first name: .....

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

Place and date: .....

Signature: .....

**Do NOT change the “Financial offer & tender form”. Reservations are not permitted.**

**6.16.5 Lot 5: Consultancy services for the supervision of the installation of 1 hybrid mini-grid in Mugulama, Zambezia Province**

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

Description	Total lump-sum price € exc. VAT
Supervision of the installation of 1 hybrid mini-grid in Mugulama, Zambezia Province	... €
VAT percentage (if applicable)	

Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.14 “General payment modalities (Art. 66-72 and 160)”. In his proposal, the tenderer **must enclose** the details of the composition of his lump-sum price, including the day rates of the key experts for desk work and site work.

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

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

Name and first name: .....

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

Place and date: .....

Signature: .....

## 6.17 Overview of documents to be submitted

1. Declaration on honour – exclusion criteria;
2. Integrity statement for the tenderers;
3. Power of Attorney;
4. ESPD form;
5. Documents pertaining to grounds for exclusion, namely:
  - Copies of recent documents showing the legal status and place of registration of the Tenderer (certificate of incorporation or registration...);
  - The document certifying that the Tenderer is in order with the payment of social contributions;
  - The document certifying that the Tenderer is in order with the payment of taxes;
  - An extract from the criminal record made out to the name of the Tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
  - The document certifying that the Tenderer is not into bankruptcy.
6. Financial identification;
7. Documents pertaining to selection criteria, namely:
  - Economic and financial capacity;
  - Technical capacity: List of similar services.
8. List of subcontractors;
9. Financial offer & Tender form;
10. The details of the composition of his lump-sum price, including the day rates of the key experts for desk work and site work;
11. The technical offer (to include at least the methodology, key expert forms and supporting documents).