



Tender: MOZ1503411-10130

Supply of SPIS Distribution Systems

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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.

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 Representation of Enabel in Mozambique.

1.3 Institutional framework of Enabel

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

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

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

¹ Belgian Official Gazette of 26 March 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008

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

Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

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

1.4 Rules governing the public contract

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

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

All Belgian regulations on public contracts can be consulted on 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/who-we-are/integrity>

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;
- 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;

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

- 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;
- Technical specifications/Terms of Reference: 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.
- Option: A minor and not strictly necessary element for the performance of the procurement contract, which 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 regarding 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/gdpr-privacy-notice>

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 candidate, tenderer or contractor from other public procurement contracts for Enabel.

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

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 tenders and candidate's procedure will lead to the rejection of the 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 procurement 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, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.7.6. The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to 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 via <https://www.enabel.be/report-an-integrity-problem>

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 4.17 "Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

Public contract of supplies.

2.2 Object and scope of the contract.

The tender consists in supply of distribution system for SPIS in Mozambique.

2.3 Lots

This tender is divided into two lots. The tenderer can submit a bid for only one or for the two lots bellow:

	Province	Districts
<i>Lote 1</i>	Supply of distribution system for SPIS <i>in Zambezia</i>	<i>Macuía & IMAG</i>
<i>Lote 2</i>	Supply of distribution system for SPIS <i>in Manica</i>	<i>Caritas & Unizambeze</i>

2.4 Items

The contract consists of the following items (see also Part 5 Technical specification + Price form)

2.5 Duration of the public contract

The contract starts upon award notification and expires and ends with the final acceptance of the supplies (see also point “Delivery Period” in section 4).

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Article 42, §1, al. 1, 1°, a) of the Law of 17 June 2016 on public procurement via a Negotiated Procedure without Prior Publication.

3.2 Publication

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

Interested economical operators that take note of these specifications via the Enabel website and that meet the conditions for participation in this contract are invited to tender.

3.3 Information

The awarding of this contract is coordinated by Mr. Celio Jone- 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.

Until 6 days before the deadline to submit a bid, tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Mr. Celio Jone (celio.jone@enabel.be) cc tendersmoz@enabel.be

They will be answered in the order received.

Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and considering any corrections made to the contract notice or the tender documents that are published on the Enabel website or that are sent to him by e-mail.

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 10 days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

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

1. Form 6.1: Identification form;
2. Form 6.2: Financial identification;
3. Form 6.3: Declaration on honour – exclusion criteria;
4. Form 6.4: Integrity statement for the tenderer;
5. Power of Attorney;
6. Updated certification of registration
7. The document certifying that the tenderer is in order with the payment of social contributions;

8. The document certifying that the tenderer is in order with the payment of taxes.
9. Form 6.9: List of the main similar services and certificates associated.
10. Form 6.10: Financial offer & Tender form.
11. Form 6.11: Technical offer;

The tenderer is strongly advised to use the tender forms in annex (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 English or Portuguese.

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 given in the tender form must obligatorily be quoted in euro.

This contract is a price-schedule contract, i.e. a contract in which only the unit prices for different phases are lump-sum prices.

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 all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.4.3 Elements included in the price

The tenderer is to include in his unit and global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax.

The VAT applicable % must be indicate by the tenderer in a separate line in the Form price.

The following are in particular included in the prices:

1° packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;

2° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;

3° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;

4° assembly and taking into operation;

5° User training required for use (including the cost of materials provided). Where applicable, the measures imposed by occupational safety and worker health legislation;

7° customs and excise duties;

All prices are DDP (Delivered Duty Paid) Incoterms 2020. The supplier is responsible and assumes responsibility for the entire process of delivering supplies to the final destination

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of **60 calendar days** from the deadline for the submission of tenders.

3.5 Submission of tenders

Without prejudice to any variants, each tenderer may only submit one tender per contract.

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

Applicants are invited to submit their technical and financial proposals. Technical proposals must present, but not limited to, a description of the consultant's relevant experience in similar work, methodology of the consultancy, activities to be carried out and its rationale, schedule, and deliverables, including the updated and signed curriculum vitae.

The award criteria are set up in the “request for price” form.

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

The tenderer submits his tender as follows:

- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 30/09/2024 at 12:00**.

It is submitted in a properly sealed envelope bearing the following information: Tender **MOZ1503411-10130**

It may be submitted:

- a) By courier

In this case, the sealed envelope is put in a second closed envelope addressed to:

Enabel in Mozambique
Av. Kenneth Kaunda, 264
Maputo, Mozambique

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours, from 08:00 to 17:00 (Mozambican time).

NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED – Bids introduced by Email will be rejected

Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the electronic offers are sent in due time.

Please note that the awarded tenderer will be required to send the hard copies of the complete tender.

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative.

The object and the scope of the changes must be described in detail.

Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

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

3.8 Evaluation of tenders

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

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

3.8.1 Exclusion grounds

Exclusion grounds

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 "Declaration on honour".

The tenderer will provide the required supporting document(s) regarding the exclusion criteria mentioned under point 6 "Forms" to the contracting authority at the latest upon contract awarding, namely the following:

1. Signed and dated **declaration of honour** form;
2. Copies of the most recent documents showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the **payment of social contributions**;
4. The document certifying that the tenderer is in order with the **payment of taxes**.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the

actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

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

3.8.2 Selection criteria

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

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

The tenderer must provide in his offer the list of the main similar assignments (min. 2) delivered in the last 3 years. This list must demonstrate the tenderer’s technical capacity to implement the required assignment.

3.8.3 Regularity of tenders

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

Tenderer must join to their bid all the relevant technical documentation that show that the proposed supplies are in compliance with the technical specifications.

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

The contracting authority reserves the right to regularise irregularities before and/or during the negotiations.

3.8.2 Award criteria

Each lot will be award to the best regular bid regarding the solely price criterion.

3.8.4 Negotiations

Enabel reserves the right to negotiate within the limit allowed by the law.

3.8.5 Awarding the public contract

Each lot of the contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, regular bid, tender based on the solely price criteria.

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 renounce to award one or the two LOTS, either redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

Pursuant to Art. 95 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderers 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:

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

4 Specific contractual provisions

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

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 "Performance bond (Art. 25-33)").

4.1 Definitions (Art. 2)

- Managing official: 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 Managing official (Art. 11)

The managing official will be appointed in the award letter.

Once the contract is concluded, the managing official 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 managing official 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 managing official. For such decisions the contracting authority is represented as stipulated under point 1.2 "Contracting authority".

Under no circumstances is the managing official 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 regarding 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 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, if 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 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 regarding 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 do not acquire the intellectual property rights created, developed or used during performance of the contract.

4.8 Performance bond (Art. 25-33)

Not applicable for this tender.

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 The value of the change is minimal (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 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.10.3 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.

4.10.4 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 activity to the service provider (meetings held, summary of results, problems encountered, and problems solved, deviation from the planning and deviations from the ToR).

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Implementation period (Art. 147)

The period of implementation for these services are 30 days starting the day after the awarding of the tender (awarding letter).

4.12.2 Place where the services shall be performed (Art. 149)

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

4.12.3 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.

4.12.4 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.

4.13 Zero tolerance sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 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.

4.14.1 Failure of performance (Art. 44)

The contractor is 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.

4.14.2 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.

4.14.3 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.

4.15 Invoicing and payment of services (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 4.16.1 “Acceptance of the ”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

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

Enabel Representation

Av. Kenneth Kaunda, 264

Maputo, Mozambique

The invoice will mention:

- **“Enabel, the Belgian development Agency, in Mozambique**
- the name of the contract: SPIS Distribution System
- the reference of the tender documents: **“MOZ1503411-10130”**
- the name of the managing official: Sophie TEYSSIER

The invoice shall be in Euros (should the tenderer have a Euro bank account) or MZN (should the tenderer have a Metical bank account). Payment will be by bank transfer only.

The contractor is authorized to introduce an invoice corresponding to 20% of the amount of the contract, as an advance, after awarding of the contract. The remaining amount will be invoiced after provisional acceptance of the supplies.

4.16 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 “Managing official (Art. 11)”).

4.16.1 Acceptance of the goods

The goods shall be only accepted after fulfilling requirements and after technical acceptance(s). The value of the goods will be invoiced by the successful bidder after acceptance by Enabel of related deliveries foresee for each of the three phases for lot 1.

For lot 2, the successful tenderer will be authorized to submit a request to introduce several invoices depending on the progress of the services accepted.

4.17 Litigation (Art. 73)

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

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

The contracting authority shall in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor guarantees the contracting authority against any claims for compensation by third parties in this respect. In case of "litigation", i.e. court actions, correspondence must (also) be sent to the following address:

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

5 Technical Specifications

5.1 Subject of the invitation to tender

Public contract for SPIS – Distribution System

Lote 1: MACUA ADRA - Mapa de Quantidades e Especificações para fornecimento e instalação de sistema de rega por aspersão/gravidade/gota-a-gota

Part	Descritivo	Unity	Qty	Price (MT)	Amount (MT)	Reference Comments
B	Pipeline					
2.1	Floating pontoon	Unit	1			Floating pontoon with cooling sleeve for the submersible pump, flowmeter debris and grating protection with padlock. Connection of pump outlet to mainline pipe. Drawings and details of floating pontoon and fittings.
2.2	Supply of HDPE pipe 200 mm CL6	meter	150			Datasheet or pictures with details of manufacturer, pressure rating, shelf life, etc. Datasheet or pictures with details of manufacturer, pressure rating, shelf life, etc. Welded pipe on site. Buried pipes at 60 - 100 cm Buried pipes at 60 - 100 cm.
2.3	Supply of HDPE pipe 160 mm CL6	meter	200			
2.4	Supply of HDPE pipe 140 mm CL6	meter	60			
2.5	Supply of HDPE pipe 63 mm CL6	meter	100			
2.6	Supply of LDPE pipe 32 mm CL3/40 mm HDPE CL6	meter	300			Rolls of 100 m with details as above. Ground pipe
2.7	Fittings and accessories for pipe connection and end lines	pc	1			Quantity/percentage and specs of fittings. Must include also endline with mainline flushing mechanism, pressure gauge (0 -6 bar), air relief valve, non return valve, etc.
C	Emitters					

3.1	Supply and installation of dripline 16 mm x 0.15 mm x 0.3 m x 1.6 lph @ 1 bar	meter	13000			Drip line Datasheet
3.2	Supply of fittings/ accessories compatible with selected dripline for 200 rows	pc	1			Various spacing of rows according the crop. Dripline Starters, coupling, end lines, etc. Fittings datasheet, drawings or pictures
3.3	Supply of complete Hydraulic valve 50 mm (max 5.5 bar PRV) and compatible disc filters fitted valves for reading incoming/outgoing pressure with one pressure gauge	pc	1			Datasheet, drawings or specs information. Hydraulic valve on HDPE pipe gooseneck (see Caritas layout for reference)
3.4	Supply of shift change valves 32 mm and its accessories for connection to 63 mm HDPE pipe	pc	6			Datasheet or pictures. Valves to be connected to 63 mm secondary line and manifold
3.5	Supply of portable plastic pipe quick coupling 63 mm x 6 m	Unit	90			Datasheet, drawings or pictures. Quick coupling black hdpe pipe CL6
3.6	Supply hydrants for portable pipes and its fittings for connection in pipeline	pc	30			
3.7	Supply starter connectors and end plug for portable pipes	pc	10			
3.8	Supply bends for portable pipes	Unit	5			
3.9	Supply Equal Ts for portable pipes	Unit	2			
3.10	Supply of plastic riser 20 mm x 3 m and its accessories for connection with portable pipe & sprinkler head	Unit	15			Datasheet, drawings or pictures. Plastic riser of 1 m length with threaded ends and its fittings connection to portable pipes. Details of quantity/percentage of fittings
3.11	Supply of sprinkler head 1580 lph @ 17.2 m head	Unit	20			Datasheet of sprinkler head. Spacing 10 m (Lateral) x 10 m (Sprinkler). Sprinkler must operate at minimum 1.0 bar
3.12	Supply of sprinkler head 950 lph @ 18 m head	Unit	20			Datasheet of sprinkler head. spacing 10 mx 12 m. Sprinkler must operate at minimum 1.5 bar
3.13	Supply of Portable pressure gauge (0 - 2.5 bar) with band & latch on 20 mm plastic riser pipe	Unit	1			Pictures or drawings.

D	Delivery address					
4.1	Mocuba - Macuia	pc	1			

Lote 1: IMAIG - Mapa de Quantidades e Especificações para fornecimento e instalação de sistema de rega por aspersão/gravidade/gota-a-gota

Part	Descritivo	Unity	Qty	Price (MT)	Amount (MT)	Reference Comments
B	Pipeline					
2.1	Floating pontoon	Unit	1			Floating pontoon with cooling sleeve for the submersible pump, flowmeter debris and grating protection with padlock. Connection of pump outlet to mainline pipe. Drawings and details of floating pontoon and fittings
2.2	Supply of HDPE pipe 200 mm CL6	meter	100			Datasheet or pictures with details of manufacturer, pressure rating, shelf life, etc. Datasheet or pictures with details of manufacturer, pressure rating, shelf life, etc. Welded pipe on site. Buried pipes at 60 - 100 cm Buried pipes at 60 - 100 cm.
2.3	Supply of HDPE pipe 160 mm CL6	meter	200			
2.4	Supply of HDPE pipe 63 mm CL6	meter	100			Rolls of 100 m with details as above. Ground pipe
2.5	Supply of LDPE pipe 32 mm CL3/40 mm HDPE CL6	meter	300			
2.6	Fittings and accessories for pipe connection and end lines	pc	1			Quantity/percentage and specs of fittings. Must include also endline with mainline flushing mechanism, pressure gauge (0 -6 bar), air relief valve, non return valve, etc.
C	Emitters					
3.1	Supply and installation of dripline 16 mm x 0.15 mm x 0.3 m x 1.6 lph @ 1 bar	meter	13000			Drip line Datasheet

3.2	Supply of fittings/ accessories compatible with selected dripline for 200 rows	pc	1			Various spacing of rows according the crop. Dripline Starters, coupling, end lines, etc. Fittings datasheet, drawings or pictures
3.3	Supply of complete Hydraulic valve 50 mm (max 5.5 bar PRV) and compatible disc filters fitted valves for reading incoming/outgoing pressure with one pressure gauge	pc	1			Datasheet, drawings or specs information. Hydraulic valve on HDPE pipe gooseneck (see Caritas layout for reference)
3.4	Supply of shift change valves 32 mm and its accessories for connection to 63 mm HDPE pipe	pc	6			Datasheet or pictures. Valves to be connected to 63 mm secondary line and 32 mm LDPE manifold
3.5	Supply of portable plastic pipe quick coupling 63 mm x 6 m	Unit	90			Datasheet, drawings or pictures. Quick coupling black hdpe pipe CL6
3.6	Supply hydrants for portable pipes and its fittings for connection in pipeline	pc	30			
3.7	Supply starter connectors and end plug for portable pipes	pc	10			
3.8	Supply bends for portable pipes	Unit	5			
3.9	Supply Equal Ts for portable pipes	Unit	2			
3.10	Supply of plastic riser 20 mm x 3 m and its accessories for connection with portable pipe & sprinkler head	Unit	15			Datasheet, drawings or pictures. Plastic riser of 1 m length with threaded ends and its fittings connection to portable pipes. Details of quantity/percentage of fittings
3.11	Supply of sprinkler head 1580 lph @ 17.2 m head	Unit	20			Datasheet of sprinkler head. Spacing 10 m (Lateral) x 10 m (Sprinkler). Sprinkler must operate at minimum 1.0 bar
3.12	Supply of sprinkler head 950 lph @ 18 m head	Unit	20			Datasheet of sprinkler head. spacing 10 mx 12 m. Sprinkler must operate at minimum 1.5 bar

3.13	Supply of Portable pressure gauge (0 - 2.5 bar) with band & latch on 20 mm plastic riser pipe	Unit	1			Pictures or drawings.
D	Delivery address					
4.1	Gurue - Mangone	pc	1			

Lote 2: CARITAS - Mapa de Quantidades e Especificações para fornecimento e instalação de sistema de rega por aspersão

Part	Descritivo	Unity	Qty	Price (MT)	Amount (MT)	Reference Comments
A	Water intake					
1.1	Supply of non return valve, flowmeter, compatible disc filters fitted valves for reading incoming/outgoing pressure with one pressure gauge and all other fittings for connection to mainline	pc	1			Borehole of 4", dynamic level of 48 m, pump head 70 m
B	Pipeline					
2.1	Supply of HDPE pipe 1.5 inch mm CL9	meter	100			Riser pipe from the pump outlet to mainline
2.3	Supply of HDPE pipe 63 mm CL6	meter	300			Mainline. Datasheet or pictures with details of manufacturer, pressure rating, shelf life, etc.
2.5	Supply of LDPE pipe 32 mm CL3/40 mm HDPE CL6	meter	150			Manifold. Datasheet or pictures with details of manufacturer, pressure rating, shelf life, etc.

2.5	Fittings and accessories for pipe connection and end lines	pc	1			Quantity/percentage and specs of fittings. Must include also endline with mainline flushing mechanism, pressure gauge (0 -6 bar), air relief valve, etc.
C Emitters						
3.1	Supply of shift change valves 32 mm and its accessories for connection to 63 mm HDPE pipe.	pc	8			Valves to be connected to mainline/manifold. Datasheet, drawings or pictures for fittings and its quantity/percentage
3.1	Supply of dripline 16 mm x 0.15 mm x 0.3 m x 1.6 lph @ 1 bar	meter	6500			Drip line Datasheet
3.2	Supply of fittings compatible with selected dripline for 200 rows	pc	1			Row spacing 0.8 m. Dripline Starters, coupling, end lines, etc. Fittings datasheet, drawings or pictures
3.3	Supply of complete Hydraulic valve 50 mm (max 5.5 bar PRV)	pc	1			Datasheet, drawings or specs information. Hydraulic valve on HDPE pipe gooseneck (only hydraulic valve)
D Delivery Address						
4.1	Chimoio - Caritas	pc	1			

Lote 2: UNIZAMBEZE - Mapa de Quantidades e Especificações para fornecimento e instalação de sistema de rega por aspersão/gota-a-gota

Part	Descritivo	Unity	Qty	Price (MT)	Amount (MT)	Reference Comments
A	Water intake					
1.1	Supply of non return valve, flowmeter, compatible disc filters fitted valves for reading incoming/outgoing pressure with one pressure gauge and all other fittings for connection to mainline	pc	1	1		Borehole of 4", dynamic level of 22 m, pump head 70 m
B	Pipeline	Unity				
2.1	Supply of HDPE pipe 1.5 inch mm CL9	meter	100			Riser pipe from the pump outlet to mainline
2.2	Supply of HDPE pipe 75 mm CL6	meter	200			Datasheet or pictures with details of manufacturer, pressure rating, shelf life, etc.
2.3	Supply of HDPE pipe 63 mm CL6	meter	200			
2.4	Supply of HDPE pipe 50 mm CL6	meter	100			
2.5	Supply of LDPE pipe 32 mm CL3/40 mm HDPE CL6	meter	200			Manifold. Datasheet or pictures with details of manufacturer, pressure rating, shelf life, etc.
2.6	Fittings and accessories for pipe connection and end lines	pc	1			Quantity/percentage and specs of fittings. Must include also endline with mainline flushing mechanism, pressure gauge (0 -6 bar), air relief valve, etc.
C	Emitters					
3.1	Supply of dripline 16 mm x 0.15 mm x 0.3 m x 1.6 lph @ 1 bar	meter	6000			Drip line Datasheet

3.2	Supply of fittings compatible with selected dripline for 200 rows	pc	1			Row spacing 0.9 m. Dripline Starters, coupling, end lines, etc. Fittings datasheet, drawings or pictures
3.3	Supply of shift change valves 32 mm and its accessories for connection to 63 mm HDPE pipe.	pc	10			Valves to be connected to mainline/manifold. Datasheet, drawings or pictures for fittings and its quantity/percentage
3.4	Supply of complete Hydraulic valve 50 mm (max 5.5 bar PRV)	pc	1			Datasheet, drawings or specs information. Hydraulic valve on HDPE pipe gooseneck (only hydraulic valve)
3.5	Supply of portable plastic pipe quick coupling 50 mm x 6 m	Unit	16			Quick coupling black hdpe pipe CL6
3.6	Supply of hydrants for portable pipes and its fittings for connection in pipeline	pc	5			double direction hydrants
3.7	Supply and installation starter connectors and end plug for portable pipes	pc				Datasheet, drawings or pictures. Quick coupling black hdpe pipe CL6
3.8	Supply of bends for portable pipes	Unit	2			
3.9	Supply of Equal Ts for portable pipes	Unit	2			
3.10	Supply of plastic riser 20 mm x 3 m and its accessories for connection with portable pipe & sprinkler head	Unit	10			Datasheet, drawings or pictures. Plastic riser of 1 m length with threaded ends and its fittings connection to portable pipes. Details of quantity/percentage of fittings

3.11	Supply and installation of sprinkler head 1038 lph @ 13.8 m head	Unit	10			Datasheet of sprinkler head. Spacing 10 m (Lateral) x 10 m (Sprinkler)
	Supply of sprinkler head 950 lph @ 18 m head		10			Datasheet of sprinkler head. spacing 10 mx 12 m
3.12	Supply and installation of Portable pressure gauge (0 - 2.5 bar) with band & latch on 20 mm plastic riser pipe	Unit	1			Pictures or drawings. Instruments to be used on riser outlet pressure reading
D	Delivery Address					
4.1	Chimoio - Caritas	pc	1			

6 Forms

6.1 Identification forms

To fill the form, please click here: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

OFFICIAL NAME ^①	
BUSINESS NAME (if different)	
ABBREVIATION	
LEGAL FORM	
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT
	NGO ^② YES NO
MAIN REGISTRATION NUMBER ^③	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION	
REGISTRATION DATE OF MAIN REGISTRATION	CITY COUNTRY
	DD MM YYYY
VAT NUMBER	
ADDRESS OF HEAD OFFICE	
POSTCODE	P.O. BOX CITY
COUNTRY	PHONE
E-MAIL	
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of the entity. See table with corresponding denomination by country.

6.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹⁰	
IBAN/ACCOUNT NUMBER ¹¹	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹⁰ 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.

¹¹ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.3 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/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

.....

Place, date

6.4 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

6.5 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.

6.6 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹² showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

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

The tenderer shall include in his tender a **recent certification**¹² 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.

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

The tenderer shall include in his tender a **recent certification**¹² (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.

¹² In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.9 Financial offer & tender form

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

LOT 1

Description	Unit	Prices in Euro excl. VAT
LOT 1 – MACUIA	Lumpsum price	
LOT 1 – ADRA	Lumpsum price	
TOTAL		

LOT 2

Description	Unit	Prices in Euro excl. VAT
LOT 2 – CARITAS	Lumpsum price	
LOT 2 – UNIZAMBEZE	Lumpsum price	
TOTAL		

The tenderer must join to his bid the Excel BoQ in annex filled with the unit prices

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: