



BTC

**BELGIAN
DEVELOPMENT AGENCY**

TENDER SPECIFICATIONS BTC/CTB MOZ145 OF SEPTEMBER 2016

**PUBLIC SERVICES CONTRACT FOR "SUPERVISION OF
CONSTRUCTION CONTRACT FOR WATER SUPPLY
PLANT IN VILLAGES OF COMBOMUNE ESTACAO AND
COMBOMUNE RIO, MABALANE DISTRICT, GAZA
PROVINCE"**

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1 Part 1: Administrative and contractual provisions

1.1 General points

1.1.1 Derogations from the Royal Decree of 14.01.2013

Chapter 1.4 Specific contractual and administrative provisions of these Tender Specifications (CSC/Cahier spécial des charges) includes the administrative and contractual terms that apply to this public contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

1.1.2 The contracting authority:

The contracting authority of this public contract is "Belgian Technical Cooperation", further called "BTC", 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).

BTC, the Belgian development agency, supports developing countries in their fight against poverty on behalf of the Belgian government. Besides this public service mission on behalf of the Belgian government BTC also provides services on behalf of other national and international organisations contributing to sustainable human development¹.

For this public contract BTC is represented by Mrs. **Laurence JANSSENS**, which is mandated under the mandate structure to award the public contract (and hence to sign the "justified decision" on the basis of an evaluation report + sign the notification letters).

1.1.3 Institutional framework of BTC

The general reference framework in which BTC operates is the Belgian Law on Development Cooperation of 19 March 2013² as well as the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company, changed by the Laws of 3 November 2001, of 12 June 2012, of 27 December 2012 and of 15 January 2013³.

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

- In the field of international cooperation: the United Nations millennium 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

¹ For more information see <http://www.btctb.org/showpage.asp?iPageID=34> and the Law of 21 December 1998 establishing the Belgian Technical Cooperation, changed by the Laws of 13 November 2001 and 30 December 2001.

² Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

³ Belgian Official Gazette of 1 July 1999.

⁴ Belgian Official Gazette of 18 November 2008.

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 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: Agenda 21 (the 1992 Rio Summit), the Plan of Implementation of the World Summit on Sustainable Development (Johannesburg 2002), as well as initiatives of the European Union, like for instance The European Union Strategy for Sustainable Development, which was adopted in 2001 in Göteborg.

1.1.4 Rules governing the public contract

The following, among other things, apply to this public contract:

- The Law of 15 June 2006 on public procurement and on certain contracts for works, supplies and services⁶;
- The Law of 17 June 2013 on justification, information and means of appeal for public contracts and certain contracts for works, supplies and services⁷
- The Royal Decree of 15 July 2011 on the award of public contracts in the classical sectors⁵;
- The Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts and of public works concessions.
- Circulars of the Prime Minister with regards to public contracts⁵;

1.1.5 Definitions

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

- The tenderer: the natural person (m/f) or legal entity that submits a tender;
- The successful tenderer / service provider: the tenderer to whom the contract is awarded;
- The contracting authority: BTC, represented by the Resident Representative of BTC in Mozambique

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

⁶ A consolidated version of this document can be consulted in French on www.belgium.be; click on Économie > Marchés publics > réglementation.

⁷ Belgian Official Gazette of 21 June 2013.

- The tender: the commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental performance levels, the design for all kinds of uses, including access for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, its safety or its dimensions, as well as requirements applicable to the product as regards trade names, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods, as well as the evaluation and conformity procedures;
- 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 contract, which is introduced either at the demand of the contracting authority, either at the initiative of the tenderer;
- Summary bill of quantities: The contract document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them
- Inventory: A contract document, in a public supply contract or a public services contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- BDA: Belgian Public Tender bulletin;
- OJEU: Official Journal of the European Union;
- OECD: Organisation for Economic Cooperation and Development;
- General Implementing Rules ('RGE/AUR'): Rules given in the Royal Decree of 14.01.2013 establishing the general rules for the performance of public contracts and of public works concessions;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- 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;
- Litigation: Court action.

1.1.6 Confidentiality

The tenderer or successful tenderer and BTC are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and shall only divulge such information to third parties after receiving the prior written

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

1.1.7 Deontological obligations

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, the tenderer or the successful tenderer from other public contracts concluded with BTC.

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

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, the clarification, evaluation of tenders and applicants comparison procedures shall lead to the rejection of the application or the tender.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the execution of the contract, it is strictly forbidden to the successful tenderer 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, whatever their hierarchical position be.

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

The successful tenderer of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority shall 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 successful tenderer having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

1.1.8 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 successful tenderer, the parties shall 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 4.14 Claims and requests (Articles 73 of the Royal Decree of 14.01.2013)

1.2 Object and scope of the contract

1.2.1 Type of contract

Public contract for services.

1.2.2 Object of the contract

The present contract consists of: Public Contract of Services for Supervision of Construction Contract for Water Supply Plant in Villages of Combomune Estacao and Combomune Rio, Mabalane District, Gaza Province.

1.2.3 Lots

The contract has one lot. A tender for part of the lot is inadmissible.

1.2.4 Duration

The contract begins upon award notification and ends at the final acceptance of all water supply systems

1.3 Procedure

1.3.1 Award procedure

This contract is awarded in accordance with Article 26, §2, 1° d of the law of 15 June 2003 pursuant to a direct negotiated procedure, with prior publication.

1.3.2 Publication

1.3.2.1 Official notification

Considering the budget earmarked is between 85,000 euros and 200,000 excl. VAT, the contract notice is subject to national publication in the Belgian Public Tender bulletin (via e-notification).

1.3.2.2 Semi-official notification

These Tender Specifications are published on the BTC website (www.btctb.org).

1.3.3 Information

The awarding of this contract is coordinated by **Mr. Laurent Delucchi**. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract shall 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 Specifications.

Until 10/10/2016 included, candidate-tenderers may ask questions about the Tender Specifications and the contract in accordance with Article 44 of the Royal Decree of 15.07.2011. Questions shall be addressed in writing to **Mr. Laurent Delucchi, Laurent.delucchi@btcctb.org** and **Mr. Helder Cumbi, helder.cumbi@btcctb.org** and they shall be answered in the order received. The complete overview of questions asked shall be available as 12/10/2016 at the address mentioned above.

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 Specifications that are published in the Official Journal of the European Union and/or the Belgian Public Tender bulletin or that are sent to him by individual registered letter or by fax/electronic mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and that he gets information on any modifications or additional information.

1.3.4 Tender

1.3.4.1 Data to be included in the tender

The tenderer's attention is drawn to Article 8 of the Law of 15 June 2006 and to Article 64 of the Royal Decree of 15 July 2011 on incompatibilities.

The tenderer is strongly advised to use the tender form in annexe. In this respect, the tenderer's attention is drawn to Article 80 of the Royal Decree of 15 July 2011, which stipulates: "When the contract documents include a form for drawing up the tender and for filling out the summary bill of quantities or the inventory, the tenderer shall use it. 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 **Portuguese**.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

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

One copy of the tender form is annexed to the Tender Specifications.

The following information shall be included in the tender:

- The global price / the unit prices in words and figures (excluding VAT)
- The total amount of the tender in words and figures (excluding VAT)
- The amount of VAT
- The total amount of the tender in words and figures (including VAT)

- The signature of the person or persons, depending on the case, who has or have a mandate for signing the tender
- The function of the person or persons, depending on the case, who signs/sign the tender
- The date on which the above-mentioned person or persons, depending on the case, has/have signed the tender
- The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) (for Belgian tenderers)

1.3.4.2 Period the tender is valid

The tenderers are bound by their tender for a period of 90 calendar days, as from the day following the date for the opening of tenders.

1.3.4.3 Samples, documents and certificates to be added to the tenderer

The tenderers include the following to their tender:

- All documents demanded pertaining to selection criteria and award criteria;
- The statutes and any other document required to establish the mandate of the signer(s).

1.3.4.4 Copies

One original copy of the completed tender shall be submitted on paper. Moreover, the tenderer shall include two copies. These copies may be submitted in one or more PDF files on a CD-ROM.

1.3.4.5 Determination, components and revision of the prices

All prices given in the tender form must obligatorily be given in **euros**.

This contract is a mixed contract with unit prices and global prices or schedule of prices contract.

The successful tenderer is deemed to have included in his unit price all the charges of any kind normally applied to supplies/services, with the exception of VAT.

According to Article 21, § 2, of the Royal Decree of 15 July 2011, 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.

1.3.4.6 Elements included in the price

The service provider is deemed to have included in his unit and global prices all costs and taxes that generally somehow affect the services, with the exception of the value-added tax.

The following shall in particular be included in the prices:

- Administrative and secretariat costs;
- Travel, transportation and insurance costs;
- The costs of documentation with regards to the services and of any documentation required by the contracting authority;
- The delivery of documents or of pieces related to the performance of the services;
- Customs and excise duties for equipment and products used;
- Packaging costs;
- Acceptance costs.

1.3.4.7 Price revision

For this contract, no price adjustment whatsoever is possible.

1.3.5 The right to submit tenders and opening of tenders

1.3.5.1 The right to submit a tender and how to submit tenders

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

The tender must reach the president of the opening session before he/she has officially opened the session. It is submitted in a properly **sealed envelope** bearing the following information: **Tender / MOZ145**. Opening of tenders on **17 October 2016 at 10:00 am** by **Mr. Laurent Delucchi**.

It may be submitted:

- a) By mail (standard mail or registered mail)

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

Belgian Technical Cooperation (BTC)

National Directorate of Water Supply and Sanitation

3rd Floor, Press Street, No. 162

Maputo, Mozambique

b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: **from 9 am to 12 pm and from 1 pm to 5 pm** (see address mentioned under "Opening of tenders").

1.3.5.2 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Article 91 of the Royal Decree of 15 July 2011.

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.

A withdrawal can also be communicated by means of a fax or by electronic means that are not in conformity with Article 52, § 1 of the Royal Decree of 15 July 2011, in as far:

1° The withdrawal reaches the president of the opening session before he/she has officially opened the session; and,

2° The withdrawal is confirmed in a registered letter sent at the latest the day before the opening session is held.

1.3.5.3 Opening of tenders

The tenders must be in the possession of the contracting authority at the latest on **17 October 2016 at 10:00 am**. The tenders shall be opened behind closed doors.

1.3.6 Selection criteria– Regularity of the tenders– Award criteria

1.3.6.1 Access rights and selection criteria

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

In view of the qualitative selection of tenderers and in conformity with Art. 67 to 79 of the Royal Decree of 15.07.2011, for this contract the tenderer must add to his tender dossier a selection file with the information requested in Part 3 with regards to his personal situation, his financial capacity and his technical aptitude.

Moreover, by means of the documents requested, the tenderer must prove in the selection file that he is sufficiently able, from an economic and financial as well as from a technical point of view, to successfully perform the present public contract.

For public contracts with lots, the contracting authority can set the minimum levels of requirements targeted at § 1, 2°, which are required:

- 1° For each of the lots separately;
- 2° When several lots are awarded to one tenderer.

When the contracting authority applies paragraph 1, 2°, he shall verify whether above-mentioned levels of requirements are met when awarding the lots concerned.

Access rights.

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, the tenderer shall refrain from relying on any former (internal or external) collaborators of the Belgian Technical Cooperation, within two years from his/her/their resignation, retirement or any other type of departure from the Belgian Technical Cooperation, for whatever reason, directly or indirectly, for the elaboration and/or introduction of his tender or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this public contract.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and his/her/their activities for this public contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 9 of the Law of 15 June 2006 on procurement and certain works, supply and services contracts. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the contract.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in Part 3.

The contracting authority will verify the exactitude of this implicit Declaration on honour for the tenderer with the top-ranked tender. For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority. For Belgian tenderers, the contracting authority will itself ask for information or documents that it can obtain free of charge by electronic means from the instances that manage the information or documents.

The documents that can be obtained for this verification are the following:

1) the attestation issued by the competent authorities of the country in which the tenderer is established proving the tenderer has not been found guilty by a judgment which has the force of res judicata for:

participation in a criminal organization;

corruption;

fraud;

money laundering;

any crime that blemishes his professional integrity;

2) the attestation issued by the competent authorities of the country in which the tenderer is established proving the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization or is in any analogous situation arising from a similar procedure in nature in other regulations;

3) the attestation issued by the competent authorities of the country in which the tenderer is established proving the tenderer is in compliance with its obligations relating to the payment of social security contributions in accordance with the legislation of the country where he has his registered office;

4) the attestation issued by the competent authorities of the country in which the tenderer is established proving the tenderer is in compliance with its obligations relating to the payment of taxes in accordance with the legislation of the country where he has his registered office;

Selection criteria

Moreover, by means of the documents requested in Part 3, the tenderer must prove in the selection file that he is sufficiently able, from an economic and financial as well as from a technical point of view, to successfully perform the present public contract.

1.3.6.2 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers shall be evaluated as to formal and material regularity. Irregular tenders shall be rejected. In a second phase, the formally and materially regular tenders shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations shall be conducted. Maximum three tenderers shall be included in the shortlist. Then the negotiation phase follows. After these negotiations, the tenderers can submit a BAFO. After negotiations have been closed, the BAFOs are assessed against the award criteria. The tenderer whose BAFO is the economically most advantageous (so, the one who has obtained the best score on the basis of the award criteria given below) shall be designated the successful tenderer for this contract.

Regularity of the BAFOs

The BAFOs of the tenderers with whom negotiations have been conducted shall be evaluated as to their regularity. Irregular BAFOs shall be excluded.

Only the regular BAFOs shall be considered and assessed against the award criteria.

Award criteria

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

Technical proposal - Quality of methodology (40%)

The proposed methodology should briefly describe the approach developed to achieve the recommendations, the planned visit by the leader of the team, the distribution of tasks and responsibilities between members of the consulting team.

The price: 60%,

These criteria shall be weighed in order to obtain a final classification.

Final score

The scores for the two award criteria shall be added up. The contract shall be awarded to the tenderer with the highest final score, after the contracting authority has verified the exactitude of the Declaration on honour of this tenderer and provided the control showed that the Declaration on honour corresponds with reality.

The award criteria shall be evaluated as follows:

- Award criterion 1 shall be evaluated on the basis of **technical quality**
 - Award criterion 2 shall be evaluated on the basis of **price**
-

1.3.6.3 Awarding the public contract

The contract shall be awarded to the tenderer who has submitted the most interesting regular tender.

We need to point out though, that in conformity with Art. 35 of the Law of 15 June 2006, 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.

1.3.7 Concluding the contract

Pursuant to Art. 110 of the Royal Decree of 15 July 2011, 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 days by registered letter.

So, the full contract agreement consists of a public contract awarded by BTC to the chosen tenderer in accordance with:

- These Tender Specifications and the annexes;
- The approved BAFO of the successful tenderer and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

1.4 Specific contractual and administrative provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract as a derogation of the 'general rules for the performance of public contracts and of public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'RGE/AUR', or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the RGE/AUR articles. Unless indicated, the relevant provisions of the general implementing rules (RGE/AUR) shall apply in full.

These Tender Specifications do not derogate from the RGE/AUR.

1.4.1 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.

1.4.2 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, except if the Tender Specifications require the service provider to elect domicile elsewhere after conclusion of the contract.

1.4.3 Managing official (Art. 11)

The management and the control of the performance of the contract are in the hands of **Mr Laurent Delucchi**, International Technical Assistant (**ITA**).

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 Specifications (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, progress reports and reviews. He or she may order any modifications to the contract with regards to its object and that remain in its scope.

However, the signing of amendments or any other decision or agreement implying a derogation 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 The 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 Specifications and that has not been notified by the contracting authority, shall be considered null and void.

1.4.4 Subcontractors (Art. 12 to 15)

The fact that the successful tenderer 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 successful tenderer remains, in any case, the only person liable towards the contracting authority.

The service provider 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.

1.4.5 Confidentiality (Art. 18)

The tenderer commits to not advertising about this contract without the preliminary written agreement of the contracting authority. He may, however, mention this contract as a reference in the context of a public contract, provided that he is true in the presentation of the status (e.g. 'in performance') and in as far that the contracting authority has not withdrawn this permission for cause of poor performance of the contract.

1.4.6 Intellectual property (Art. 19 to 23)

§1 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 patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the contract documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the contract documents.

§3 The tenderer commits to not advertising about this contract without the preliminary written agreement of the contracting authority. He may, however, mention this contract as a reference in the context of a public contract, provided that he is true in the presentation of the status (e.g. 'in performance') and in as far that the contracting authority has not withdrawn this permission for cause of poor performance of the contract.

1.4.7 Performance bond (Art. 25 to 33)

For this public contract a performance bond is required.

The performance bond is set 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).

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

- 1° in the case of cash, by transfer of the amount to the bpost account number of the Caisse des Dépôts et Consignations [bpost bank account n° BE58 6792 0040 9979 (IBAN), PCHQBEBB (BIC)] or an equivalent public body (hereinafter referred to as "public body fulfilling a similar function");

2° in the case of public funds, by depositing such funds with the government cashier at the head office of the Banque Nationale in Brussels or one of its provincial agencies, for the account of the Caisse des Dépôts et Consignations, or a public body fulfilling a similar 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 joint and several 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.

Request for the acceptance procedure to be carried out:

1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond

2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, if provisional acceptance was not applicable, to release the whole of the performance bond.

1.4.8 Conformity of the 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.

1.4.9 Preliminary technical acceptance (Art. 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...).

1.4.10 Performance modalities (Art. 146 et seq.)

1.4.10.1 Deadlines and terms (Art. 147)

The services must be performed for the duration of the works of MOZ124. Supervision of these works will begin as of the notification of the start of the works (estimated November 2016) and will end after the final acceptance of all water supply systems (total time estimated at 420 calendar days).

The closure of the service provider's business for annual holidays is not included in this calculation.

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

The services shall be performed at the following address:

Combomune Estação village and Combomune Rio village, district of Mabalane, Gaza Province, Mozambique

Potential tenderers have the right to visit the place where the services are to be performed. They shall contact the following person for the purpose:

Helder Cumbi - helder.cumbi@btcctb.org

The visit to the place where the services are to be performed shall take place on the date and hour agreed with the above-mentioned person.

1.4.10.3 Evaluation of the services performed

If during contract performance irregularities are found, the successful tenderer shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently by registered letter. The successful tenderer 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 service provider. Any services that have not been performed correctly or in conformity shall be started again.

1.4.11 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.

1.4.12 Means of action of the contracting authority (Art. 44-53 and 154-155)

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

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

1.4.12.1 Failure of performance (Art. 44)

§1 The successful tenderer is considered to be in failure of performance under the contract:

1° When services are not performed in accordance with the conditions defined by the contract documents;

2° At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;

3° When the successful tenderer does not follow written orders, which are given in due form by the contracting authority;

§ 2 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 report ('process verbal'), a copy of which shall be sent immediately to the successful tenderer by registered letter.

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

§ 3 Any deficiencies found on his part render the successful tenderer liable for one or more of the measures provided for in Articles 45 to 49 and 154 and 155.

1.4.12.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Article 45. They shall be due, without the need for notice, simply by the expiry of the performance 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 successful tenderer 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.

1.4.12.3 Measures as of right (Art. 47-155)

§ 1 When upon the expiration of the deadline given in Article 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 Article 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 successful tenderer. However, any fines or penalties imposed during the performance of a replacement contract shall be borne by the new successful tenderer.

1.4.13 End of the public contract

1.4.13.1 Acceptance of the services performed (Art. 64-65 and 156)

A representative of the contracting authority shall closely follow up the services during performance. The identity of this representative shall be communicated to the service provider at the time the service provider is to start performance.

The services shall not be accepted until after meeting audits, technical acceptance operations and prescribed tests.

According to the situation, a provisional acceptance shall be required on completion of performance of the services forming the object of the contract and, on expiry of a warranty period, a final acceptance marking full completion of the contract.

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 managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty 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.

1.4.13.2 Acceptance costs

Travel costs and costs for the stay of the representative of the contracting authority shall be borne by the supplier.

When drawing up his tender the tenderer shall take into account the following acceptance costs:

In-depth overview of acceptance costs that shall be borne by the service provider.

1.4.14 Invoicing and payment of services (Art. 66 to 72-160)

Payment shall be made in monthly instalments (progress payment) based on time sheets and production of reports.

The successful tenderer shall send (one copy only of) the invoices and the contract acceptance report (original copy) mentioning the project name (**WATER SUPPLY AND MANAGEMENT CONTRIBUTING TO FOOD SECURITY IN GAZA PROVINCE / MOZ 11 024 11**) and Contract code (**MOZ145**) to the following address:

Belgian Technical Cooperation

National Directorate of Water Supply and Sanitation

3rd Floor, Press Street, No. 162

Maputo, Mozambique

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a period for verification of thirty days starting on the end date for the services, set in conformity with the modalities in the contract documents, to carry out the technical acceptance and preliminary acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid to the service provider within thirty days as of the expiry of the verification period.

When the contract documents do not provide for any separate debt claim, the invoice shall constitute the debt claim.

The invoice shall be **in euros**.

In order for BTC to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents shall be transmitted as soon as possible before the provisional acceptance.

No advance may be asked by the successful tenderer, and payment shall be made after final acceptance of each service delivery of a same order.

1.4.15 Litigation (Art. 73 of the Royal Decree of 14.01.2013)

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 successful tenderer 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:

Belgian Technical Cooperation, Public-law Company with social purposes

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Mrs Inge Janssens

Rue Haute 147

1000 Brussels

Belgium

2 Part 2: Terms of reference

2.1 INTRODUÇÃO

Desde 2010 o Governo de Moçambique e parceiros de cooperação estão a implementar O Programa Nacional de Abastecimento de Água e Saneamento Rural (PRONASAR), visando de entre outros objectivos a harmonização das abordagens e estratégias no sub sector de água e saneamento rural; onde o aumento da cobertura em Abastecimento de Água e Saneamento Rural, bem como a sustentabilidade dessas infra-estruturas se destacam como sendo importantes actividades, tomando em consideração que mais de 1700 fontes dispersas são construídas anualmente.

O furo equipado com bomba manual é o nível de serviços mínimos actual para o abastecimento da água rural. Contudo, há questões relativas ao uso de tecnologias para a abstracção de água a grandes profundidades que o Governo de Moçambique e parceiros tem vindo a buscar soluções, citando como exemplo a testagem das bombas manuais do tipo Afripump e os pedestais do tipo Vergnet.

Experiências de uso de Sistemas de Abastecimento de Água (SAA), movidos a corrente eléctrica de rede nacional e sistemas fotovoltaicos, têm estado a ganhar primazia nos últimos tempos em Moçambique.

Neste, contexto o projecto de Abastecimento e Gestão de “Água Contribuindo para a Segurança Alimentar na Província de Gaza”, financiado pelos governos do Reino Belga e da República de Moçambique, pretende através deste **curso contratar uma empresa de prestação de serviços de consultoria para fiscalizar a empreitada de obras públicas para a construção do Sistema de Abastecimento de Água (SAA) nas aldeias de Combomune Sede e Combomune Estação, distrito de Mabalane, província de Gaza.**

2.1.1 OBJECTIVOS DA CONSULTORIA

OBJECTIVO GERAL

Contratar uma empresa de prestação de serviços de consultoria para fiscalizar a empreitada de obras públicas na construção do Sistema de Abastecimento de Água nas aldeias de Combomune Sede e Combomune Rio, distrito de Mabalane, província de Gaza.

OBJECTIVOS ESPECÍFICOS

- Fiscalizar a limpeza e reabilitação do poço de captação, incluindo o sistema de tratamento de tratamento de água;
- Controlar o fornecimento e instalação de sistemas de bombeamento de água automatizadas;
- Fiscalizar as obras de construção de recipientes de armazenamento e distribuição de água;
- Supervisionar o fornecimento e instalação de condutas de adução e distribuição;

- Fiscalizar as obras de construção do centro distribuidor, incluindo vedação, casa de gestão e casa de bombas.

2.1.2 CONCEPÇÃO DO CONCURSO

O projecto no geral projecta construir um SAA para abastecer as duas aldeias com população aproximada de 4441 habitantes. Adicionalmente, o mesmo SAA deve ter capacidade para satisfazer a demanda de aproximadamente 1000 habitantes das comunidades circunvizinhas que poderão ser abastecidas através de camiões e carroças de tracção animal.

Quanto ao uso de camiões e carroças de tracção animal objectiva-se desenvolver soluções de abastecimento de água alternativas para as comunidades circunvizinhas que não dispõem de água potável. Pois, toda região apresenta situação hidrogeológica complexa, coligada a significativa salinidade da maioria dos aquíferos e dispersão da população.

Noutra vertente, deve ser projectada uma quantidade considerada de água para indústria em Combomune Estação Sede, isto é, Caminhos de Ferro de Moçambique (CFM), futuras instalações de Escola Família Rural (100 alunos), Campos de Demonstração de Tecnologia da UEM e Matadouro.

O SAA será alimentado pela água do Rio Limpopo que dista aproximadamente 12 Km de Combomune Estação Sede. Este rio foi explorado para o mesmo fim pelos CFM desde o tempo colonial, mas neste momento se encontra inoperacional. Partindo do exposto, algumas infra-estruturas do antigo SAA dos CFM serão reutilizadas para o novo. A **figura 1** apresenta a situação geral da localização das infra-estruturas acima arroladas.



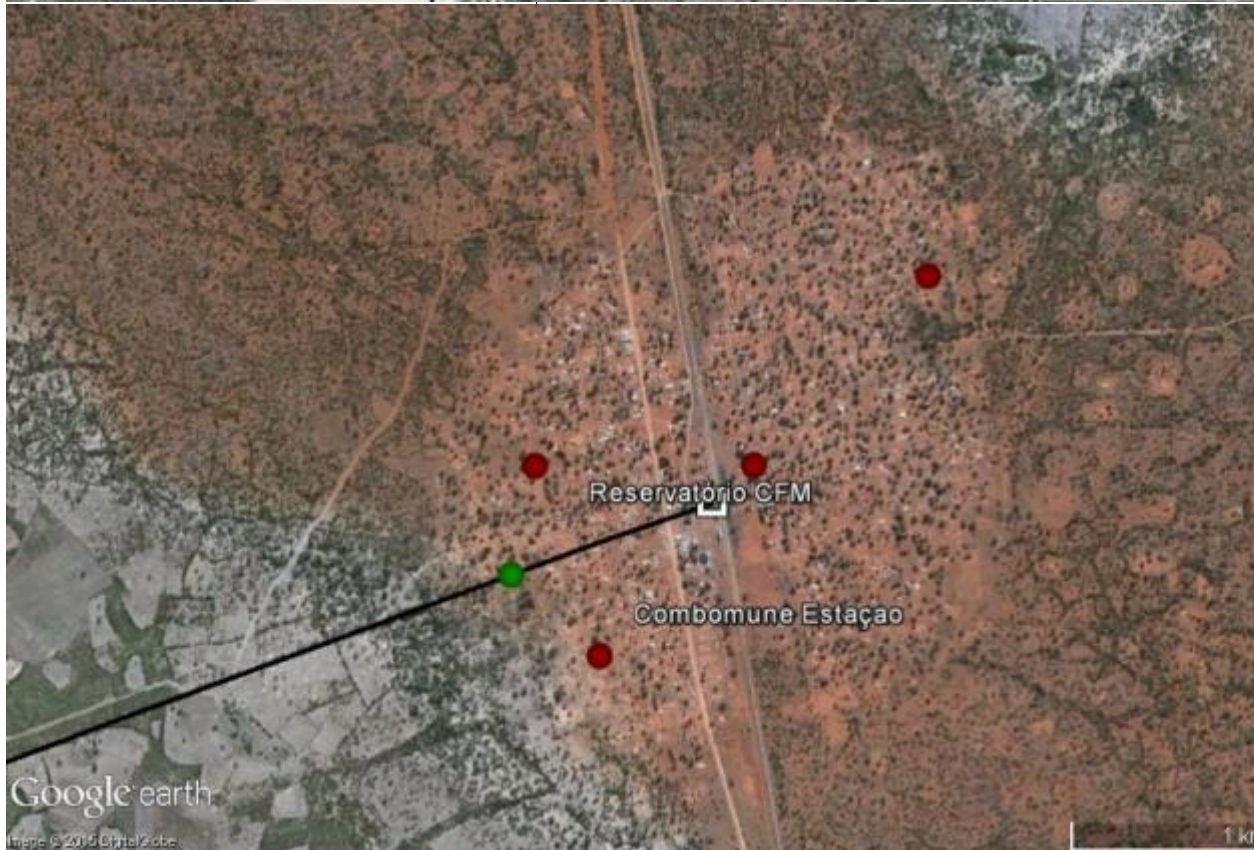


Figura 1 - Localização das infra-estruturas para o novo SAA

Para o estudo do novo SAA devem ser incluídos o poço e o reservatório elevado existentes. A tubagem que era usada no antigo SAA foi descartada para este estudo.

No antigo SAA dos CFM, o poço de captação, actualmente abandonado, encontra-se nas margens do Rio Limpopo que recebia água do rio pré-filtrada naturalmente pelo solo. Importa destacar que este poço carece de uma reabilitação de vulto no seu todo conforme pode se descortinar na **figura 2**.

O reservatório elevado com capacidade de **250 m³** em perfeitas condições e recentemente reabilitado (**figura 2**) que se situa em Combomune Estação, será o reutilizado como reservatório do novo SAA.









Figura 2 - Poço de captação de água do rio





Figura 3: Reservatório elevado de Combomune Estação

2.1.3 DESCRIÇÃO SUMÁRIA DO FUNCIONAMENTO DO SAA

A definição da solução proposta foi sempre possível com base nos critérios de concepção e dimensionamento enquadrados pela legislação em vigor, em particular pelo "Regulamento dos Sistemas Públicos de Distribuição de Água e de Drenagem de Águas Residuais de Moçambique (Novembro 2000) e ainda com base na experiência do consultor em projectos similares.

Os critérios a adoptar para o dimensionamento das infra-estruturas tiveram em consideração as práticas de engenharia usuais neste tipo de projectos por um lado e as condições reais da Posto Administrativo de Combomune, designadamente o tipo de serviços e o tipo de construção.

Nos pontos seguintes apresentar-se-ão as principais características das infra-estruturas a construir no âmbito do presente projecto.

2.2 CAPTAÇÃO

O abastecimento de água ao Posto Administrativo de Combomune será garantido por uma captação localizada na margem do Rio e apresentada na peça desenhada Nr.ARQ.06 folha Nr.01. Essa captação trata-se de uma filtração nas margens do rio limpopo para o poço. Actualmente, o poço carrega de uma limpeza e reabilitação conforme apresentado anteriormente.

O projecto foi elaborado assumindo que a captação, após a sua reabilitação será capaz de fornecer os volumes necessários definidos nos capítulos anteriores (fase 24 m³/hora). Durante os testes efectuados no poço de captação o caudal foi inferior a este caudal. No entanto não foi possível concluir os testes, devido ao estado do poço e os ensaios foram feitos num período de seca extrema.

Todavia as características terão que ser confirmados depois de uma reabilitação do mesmo. As capacidades das bombas a instalar serão redefinidas caso necessário.

2.3 ESTAÇÃO ELEVATÓRIA

A estação elevatória associada ao depósito apoiado foi dimensionada com base no caudal do dia de maior consumo, a elevar para o depósito elevado em Combomune estação.

Optou-se para uma configuração de duas bombas em paralelo estando uma delas em "stand by", não estando previsto o funcionamento em simultâneo das referidas bombas.

As bombas funcionarão num esquema alternado, sendo a adução garantida no caso de uma avaria ou manutenção.

2.3 CONDUTAS ELEVATÓRIAS

Generalidades

O projecto prevê a construção de duas condutas elevatória, sendo uma entre a Captação e o Centro Distribuidor a construir e outra entre o Centro Distribuidor e o Reservatório

elevado localizado na estação do CFM da vila de Combomune.

Traçados e perfis

Os traçados em planta das condutas adutoras foram definidos ponderando interferências com as populações e respectivas actividades, com obstáculos naturais e resultantes de outras infra-estruturas, bem como com incidências ambientais e condicionantes legais de uso de solo.

Devido á topografia não foi possível manter perfis sempre ascendentes, pelo que foram previstas válvulas de descarga e ventosas.

As condutas serão instaladas sempre que possível a uma profundidade de 1 metro a medir a partir do extradorso da tubagem. No caso de profundidades inferiores o empreiteiro deve propor uma protecção das tubagem, eventualmente usar a conduta antiga como manga.

Existe na Conduta elevatória 2, entre o Centro distribuidor e o Reservatório elevado troços afectados pela erosão, em particular entre os perfis C-2007 e C-1387, com uma extensão de cerca de 300M. Considera-se incluído nos trabalhos a regularização destes troços.

Na travessia da estrada principal em Combomune Estação, entre os perfis Po-1112 e AV-1108 a conduta deve ser instalada numa profundidade mínima de 1.75 m, devido ao trafico pesado. Como alternativa o empreiteiro pode optar usar tubagem da conduta antiga como manga.

2.4 CONDUTA GRAVÍTICA

Traçado e perfil

Devido á topografia não foi possível manter um perfil sempre descendente, pelo que foram previstos válvulas de descargas e ventosas.

A conduta será instalada sempre possível a uma profundidade de 1 metro a medir a partir do extradorso da tubagem.

Existe um troço onde a conduta deve ser instalada numa profundidade de cerca de 2 metros para evitar pressões negativas no futuro.

2.5 TRATAMENTO DE ÁGUA

A fonte de captação da água para o presente sistema de abastecimento de água é o Rio Limpopo. A água é captada num poço escavado na margem esquerda do rio que capta águas subterrâneas do leito do rio. Actualmente o poço encontra-se assoreado com

material depositado pelas águas do rio nas cheias de 2000, razão pela qual não se fez a análise de turbidez, cor e PH, mas sim a leitura da condutividade eléctrica.

O sistema de tratamento de água proposto prevê três estágios antes da distribuição aos utentes, sendo pré-tratamento, filtração e desinfecção (peças desenhadas Nr.ARQ04 folha Nr.01 e Nr.HID/06 folha Nr.01).

A descrição detalhada das etapas seguintes pode ser encontrada na Parte B deste CSC.

Pré tratamento

A captação de água no poço escavado e revestido com manilhas de betão, faz com que toda a água captada seja filtrada naturalmente pelo material natural do leito do rio (areia média branca solta), eliminando grande parte do material em suspensão.

Prevê-se a instalação de um doseador de coagulante na casa de captação que irá injectar o produto químico (coagulante a ser indicado pelo fornecedor do equipamento) na conduta elevatória, sendo a dosagem controlada pelo fluxo de água. No percurso até ao Centro Distribuidor o produto químico fará a reacção química (floculação) das impurezas contidas na água.

Filtração

Será instalada uma unidade de filtração de 36m³/h, composta por três filtros rápidos em pressão com capacidade individual de 12m³/h, ligados em paralelo no Centro Distribuidor, a montante dos depósitos apoiados.

Todas as componentes da Estação de tratamento de água estarão alojadas num edifício do tipo alpendre com as paredes em rede tubarão e uma porta de acesso. A base de assentamento dos filtros será em betão armado.

Toda a água da lavagem dos filtros será conduzida por uma tubagem de recolha de despejo até ao dreno. A bomba de lavagem deverá ter uma capacidade mínima de 20 m³/h.

Desinfecção

Prevê-se a instalação de um doseador de cloragem no edifício da ETA que irá injectar por meio de controlo do fluxo, o agente oxidante.

2.6 ESPAÇO PARA OPERADOR DO SISTEMA

No âmbito da construção do sistema de abastecimento de água, optou-se por criar condições para armazenamento dos produtos químicos e escritório para gestor do futuro sistema.

Projectou-se a construção de raiz de um edifício geminado com área total de 59,13m², sendo uma parte para alojamento e permanência do operador no local (34,29m²) e outra parte para uso do escritório de gestão do sistema de água, composto por um escritório para reuniões e pagamento dos serviços (11,22m²) e um armazém para produtos químicos, com cerca de 6,72m², conforme o desenho Nr.ARQ/02 folhas Nr.01, 02 e 03).

O edifício será localizado no Centro Distribuidor e todas as manobras da gestão do futuro sistema de água serão orientadas a partir deste escritório. Todos os acessórios e tubagem para manutenção e ligações domiciliárias serão estocadas neste local. Toda a informação técnica de produção da água será arquivada no escritório.

2.7 RESERVATÓRIOS

Reservatório apoiado

A rede de distribuição de Combomune Rio será alimentada a partir do reservatório apoiado a construir. Para garantir a cota necessária será feito um aterro até o nível indicado nas peças desenhadas Nr.ARQ05 folha Nr.01 e 02.

Reservatório Elevado

As redes de distribuição de Combomune Estação serão alimentadas pelo reservatório elevado existente. A capacidade deste reservatório 250 m³ corresponde ao volume diário no mês de maior consumo para a zona urbana.

O depósito elevado é pertença dos CFM e encontra-se no recinto da Estação, sem nenhuma vedação. Actualmente em estado operacional com água proveniente dos furos do CFM.

A estrutura civil do depósito encontra-se em bom estado de conservação, entretanto toda a estrutura hidráulica e metálica apresenta indícios de corrosão aguda e para fazer face ao projecto recomendamos a substituição total destas componentes (ver padre D).

2.8 REDE DE DISTRIBUIÇÃO

Subsistema 1 – Combomune Rio

A rede do subsistema 1 será constituída por tubagem PEAD 110mm PN6, partindo do reservatório apoiado. A partir desta conduta sairão duas redes secundárias em tubagem PEAD 63mm e para ligação dos fontenários terá ramais com tubagem PEAD 50mm.



Figura 4 – Rede e adução previsto do subsistema 1

Subsistema 2 – Combomune Estação Bairro I

O subsistema 2 será alimentado por uma tubagem PEAD 110mm PN6 que deriva da conduta geral PEAD 160mm PN6, que por sua vez tem origem no depósito elevado. A conduta seguirá a linha férrea até o local de atravessamento. É de salientar que o local de atravessamento terá que ser aprovado pelos CFM.

A rede de distribuição no bairro 1 será principalmente malhada e construída em tubagem PN6 PEAD 110mm, 63mm e 50mm. A função primária da rede é a alimentação dos sete (7) fontenários a construir, no entanto a rede permite efectuar, no futuro, algumas ligações privadas do tipo, torneira no quintal.

Subsistema 3 – Combomune Estação Bairro II

A rede de distribuição do bairro 2 será principalmente malhada e a rede será composta por tubagem PN6 PEAD 110mm, 63mm e 50mm. A função primária da rede é a alimentação dos fontenários a construir, no entanto a rede permite efectuar no futuro algumas ligações privadas sendo ligações domésticas ao longo da estrada principal e do tipo torneira no quintal nas restantes áreas.

Haverá uma interligação entre os subsistemas 2 e 3, que no caso de avarias na tubagem poderá minimizar as consequências negativas. Essa interligação será dotada de válvula de corte que permitirá, de maneira fácil, separar ou interligar as

redes de distribuição destes dois subsistemas.

A implantação e extensão das redes terciárias apenas será definida em conjunto com o futuro gestor e as autoridades locais. A instalação de condutas deve ser executada conforme a solicitação das ligações.

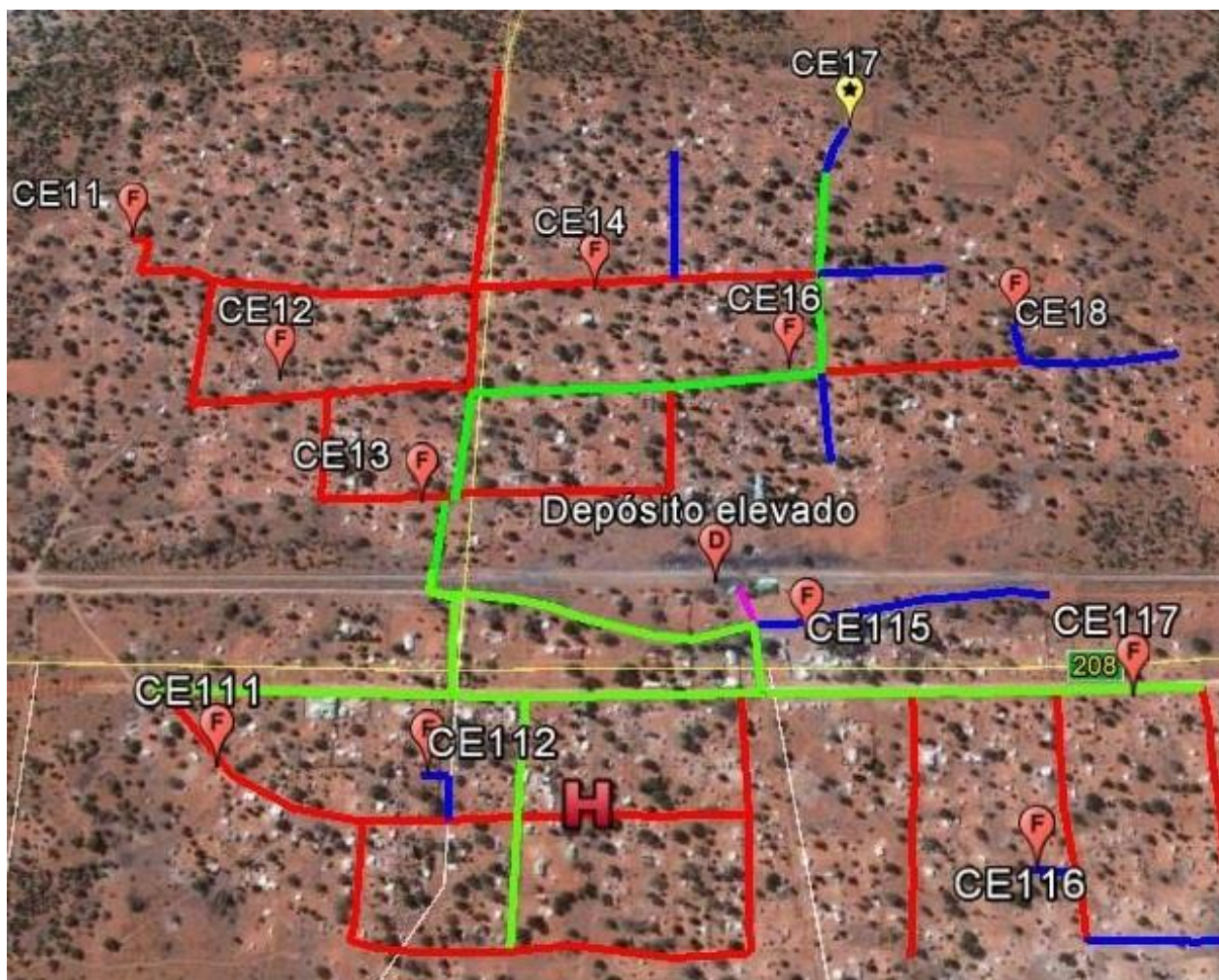


Figura 5 – Redes de distribuição previstos: Subsistema 2 e 3

2.9 Actividades do consultor

Figuram como principais actividades do consultor o monitoramento e controlo de suprimentos e trabalhos para a execução das obras de construção do SAA para o abastecimento de água.

Para a prestação de supervisão e fiscalização, o consultor será responsável pelos serviços para assegurar a execução normal das obras e evitar /minimizar os problemas

de funcionamento que possam advir devido a má execução.

a. Tarefas específicas incluem:

1. Análise e comprovar todos os documentos que devem ser fornecidos pelo empreiteiro, como parte do contrato, tais como o programa final de obras, seguros, garantias, notas, mapas de quantidades, etc;
2. Analisar o plano de execução das obras do empreiteiro;
3. Controlar a execução das obras em conformidade com o plano de trabalho com a CTB e o empreiteiro
4. Comunicação de instruções necessárias para o bom andamento dos trabalhos;
5. Propor, quando necessário, a elaboração de projectos de ordens de serviço e verificação de seu cumprimento;
6. Elaboração de processos verbais de reuniões feitas no âmbito do contrato;
7. Notificação a CTB dos eventuais erros e omissões que podem ser cometidos durante a execução da obra;
8. Controlo e aprovação dos materiais e equipamentos propostos pela CTB antes do aprovisionamento;
9. Propor a CTB por escrito a rescisão do contrato com o Empreiteiro, quando este não se mostrar à altura e com capacidade suficiente para a execução dos trabalhos previstos;
10. Elaboração de relatórios mensais e finais sobre o andamento dos trabalhos;
11. Avaliar as respostas propostas para pedidos de esclarecimento apresentados pela empresa contratada para a execução de obras;
12. Elaboração de declarações do trabalho executado;
13. Elaboração de processo verbal de recepções provisórias;

b. Modalidades de trabalho

É como parte de sua responsabilidade garantir a implementação de todas as medidas necessárias para o bom andamento das actividades. O consultor deverá oferecer, sempre que necessário, na sede e em tempo hábil, as missões de apoio às actividades de controlo que requeiram informações técnicas especializadas.

NB: O fiscal deve avisar com precedência a CTB para participar na certificação e aprovação do material, local e modo de armazenamento.

Cabe ao fiscal monitorar minuciosamente os trabalhos tal que o aviso à CTB seja sempre prévio.

O consultor deve participar em reuniões mensais com o empreiteiro e a CTB na sede de DPOPHRH - DAS-Gaza para a verificação e aprovação das facturas inerentes. No

entanto, cabe a fiscalização fazer a análise atempada das facturas de acordo com o decurso dos trabalhos *in loco*.

Além disso, para cada distrito, o consultor deverá coordenar com a CTB com precedência, com vista a facultar a comunicação com as estruturas locais. Adicionalmente, o consultor deve integrar o técnico do SDPI de Mabalane que será designado para estes trabalhos com o objectivo de capacitá-lo na fiscalização de obras desta área.

c. Análise e Aprovação de Relatórios do Empreiteiro

Assim, o consultor irá analisar e aprovar o relatório mensal que deve ter, pelo menos, os seguintes elementos:

- Progresso dos trabalhos;
- Programa de obras para o mês seguinte;
- Actas das reuniões realizadas no âmbito da execução do contrato;
- Ordens de serviços emitidos;
- Todas as comunicações enviadas pela CTB, sob a supervisão e controlo do trabalho;
- Relatório semanal das actividades,
- Certificação de todo material necessário para as obras;
- Certificação de local e modo de armazenamento;
- Inspeccionar o estaleiro;
- Declarações do consultor de concretização do trabalho;
- Processo verbal de recepção provisória;
- Certificado de recepção definitiva.

d. Relatório do fiscal

O fiscal deve submeter à CTB mensalmente o relatório do progresso do seu trabalho (diário, semanal, mensal).

No final do período de trabalho, o proponente organiza uma inspeção de aceitação provisória. Após essa visita, ele escreve o relatório de aceitação provisória indicando se é ou não é pronunciado.

e. Controlo e Aprovação das Facturas

- Facturação das obras segundo os mapas de quantidade dos documentos contratuais;
- Elaboração de um mapa de quantidade das obras executadas;

- Emitir mensalmente os certificados de pagamento no prazo máximo de 5 dias úteis (cada fim do mês) e enviar ao dono da obra. Neste o fiscal deve detalhar o progresso financeiro correspondente aos trabalhos realizados, isto é, valor consumido com respectiva quantidade de executadas, saldos, etc.

2.10 Documentos

Ao consultor poderão ser facultados o seguinte documento:

- Estudo final do projecto do sistema de abastecimento

2.11 Pessoal e equipamento

O proponente deverá mobilizar todos os meios necessários para os serviços correctos e os apresentar na sua oferta para a execução da fiscalização das obras de construção de SAA nas aldeias de Combomune Estação e Combomune Rio, distrito de Mabalane, província de Gaza.

a. Qualificação do proponente

A equipa técnica desta consultoria deverá ser composta por profissionais com experiência mínima comprovada de 5 anos em realização de trabalhos similares, com formação em **Engenharia Hidráulica ou Engenharia Civil e Especialista em Electricidade**.

Incluir CV e certificados de habilitações dos seguintes:

Chefe da equipa - Engenheiro de Controlo

- Um Técnico Superior em Engenharia Hidráulica/Civil/Sanitário que deverá ter experiência de pelo menos de 5 anos na concepção de Sistemas de Abastecimento de Água, em particular em fiscalização, estudos de dimensionamento, construção, reabilitação e extensão dos mesmos.

O Chefe da equipa é responsável por supervisionar todas as missões de monitoramento. Ele também será obrigado a viajar para o local da execução das obras.

As suas funções principais são:

- Organizar as actividades da equipe;
- Elaboração de relatórios mensais e do relatório final.

Além disso, deve estar disponível para a entidade adjudicante (CTB), em caso de um conflito de qualquer tipo. Deve resolver quaisquer problemas que possam surgir durante a execução dos trabalhos.

Oficial - Fiscal Residente

Um Técnico médio no mínimo em Hidráulica/Construção Civil com experiências de pelo menos 5 anos em trabalhos similares. A formação superior nestas áreas é uma vantagem.

O oficial de controlo e fiscalização, intervém constantemente no local, em consonância com engenheiro de controlo.

O oficial responsável pelo controlo e fiscalização de obras, de forma permanente no local ocorre conforme a orientação do engenheiro de controlo.

É especialmente convocado para:

- Iniciar as actividades necessárias no local;
- Desenvolver as prestações contínuas definidas nos termos de referência.

Fiscal a tempo parcial (especialista em energia)

Um Engenheiro/Especialista em energia eléctrica com experiência comprovada de pelo menos 5 anos em projectos de sistemas de abastecimento de água com recurso a electrobombas automatizadas. Adiciona-se a necessidade de ter experiência em projectos e instalações eléctricas de alta, média e baixas tensões. O nível médio Técnico industrial é o mínimo exigido.

O fiscal a tempo parcial não intervém constantemente no local, só em assuntos específicos a componente energética em colaboração com engenheiro de controlo.

É especialmente convocado para:

- Fiscalizar as actividades da construção da linha de média tensão (extensão de 12 km) energia eléctrica;
- Fiscalizar o fornecimento e instalação dos PTs.
- Aprovar as instalações eléctricas de todo o SAA.

b. Equipamento do consultor

Para a realização dos trabalhos de fiscalização o consultor **deve ter obrigatoriamente autonomia de logística, locomoção e equipamentos de medição e controlo dos trabalhos a serem executados**. Estas condições serão verificadas na inspecção ao fiscal antes do início das obras e será de carácter obrigatório durante a execução do contrato. O consultor deve ter os seguintes equipamentos no terreno:

- Transporte próprio (viaturas 4x4);
- Condições de acomodação e alimentação independentes do empreiteiro,
- Cópia do contrato entre empreiteiro e dono da obra;
- Cópia dos Termos de referência da fiscalização;
- Mapa de quantidade da empresa adjudicada;
- Livro de obra;
- Pasta para arquivo das comunicações escritas e demais documentos.

O escritório para reuniões de trabalho no local das obras será providenciado pela empreitada.

3 Part 3: Forms

3.1 Instructions for compiling the tender

As a principle, the tender must be drawn up on these original tender forms, attached to these Tender Specifications. However, if the tender is established on other forms (for instance on a scanned copy of these forms), the tenderer must verify himself that these forms correspond to the original forms and he must mention on each page that the forms used are consistent with the original tender forms.

The tender forms must be submitted in two copies, one of which mentions 'original' and the other mentions 'duplicata' or 'copy'. The original must be a paper copy. The duplicate may be a simple photocopy, but it may also be submitted in the form of one or several files on a CD-ROM.

The different parts and annexes of the tender must be numbered.

Prices shall be given in euros and shall be rounded off to two figures after the decimal point. If necessary, they may be rounded off to four figures after the decimal point.

Erasures and alterations, additions or changes in the tender forms must be accompanied by a signature next to the erasure and alteration, addition or change concerned.

This also applies to erasures and alterations, additions or changes made by means of a correction ribbon or correcting fluid.

The tender shall have the **original hand-written signature** of the tenderer or of his representative.

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.

3.2 Identification of the tenderer

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

Signature(s):

3.3 Tender Form - Prices

The tenderer commits to performing the public contract in conformity with the provisions of Tender Specifications /, for the following prices, given in euros and exclusive of VAT:

	Unit	Unit Price (Euros)	Quantity	Total (Euro)
Team Leader ¹	Person/days		420 days (estimated)	
Resident Supervisory	Person/days		420 days (estimated)	
Energy expert	man-day		30 days	
		Sub total (VAT excluded)		
Percentage of VAT%			
		Total (VAT included)		

If the contract is extended, the lump-sum unit prices mentioned in the contract apply.

¹This price includes the production of reports and their average monthly contribution is 5 days.

Certified true and sincere,

Signature(s):

3.4 Integrity Statement for the tenderers

Concerns the tenderer:

Domicile / Registered office:

Reference n° of the public contract: **MOZ145**

To the attention of the Belgian Technical Cooperation,

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

- Neither members of administration or workers, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of the Belgian Technical Cooperation.
- 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 the Belgian Technical Cooperation (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 Specifications and I / we declare fully endorsing and respecting these articles.

I / we are also aware of the fact that the personnel of the Belgian Technical Cooperation are bound by the provisions of a Code of conduct, which states that: *"In order to ensure the impartiality of personnel, staff members are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Note, that what matters most here is not so much the enrichment resulting from accepting gifts, bonuses or benefits of all kinds, rather than the loss of impartiality, which is required from the staff member when exercising his/her function. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered"*.

If above-mentioned contract is awarded to the tenderer, 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 contract, it is strictly forbidden to the successful tenderer of the contract (i.e., members of administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to staff members of the Belgian Technical Cooperation who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.
- Any (procurement) contract shall 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 may lead to the exclusion of the signer of this contract from other public contracts concluded with the Belgian Technical Cooperation.
- The successful tenderer of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority shall 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 the Belgian Technical Cooperation 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 the handwritten note "read and approved by:
including the name and function)"

.....
Place, date

3.5 Subcontractors

Name and legal form	Address / Registered office	Object

3.6 Signing the tender

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

Done in two copies in, on20...

Signature(s):

Name(s):

3.7 Selection file

In view of the qualitative selection of the tenderers, the information or documents mentioned below must be joined to the tender (see “Qualitative selection”).

The tenderer shall each time indicate the number of the annexe.

Access rights – See Art. 61 et seq. of the Royal Decree of 15.07.2011	
<p>In accordance with Article 20 of the Law of 15 June 2006 any tenderer is excluded from accessing the contract, regardless of the stage of the procedure, if he has been found guilty by a judgement which has the force of res judicata of which the contracting authority has knowledge, for:</p> <p>1° Participation in a criminal organisation as defined in article 324a of the Criminal Code;</p> <p>2° Corruption, as defined by article 246 of the Criminal Code;</p> <p>3° Fraud within the meaning of article 1 of the Convention on the protection of the European Communities’ financial interests, approved by the Law of 17 February 2002;</p> <p>4° Money laundering as defined by Article 3 of the Law of 11 January 1993 on the prevention of the use of the financial system for the purposes of money laundering and of terrorist financing.</p> <p>In view of the application of this paragraph, the contracting authority has the right to ask the tenderer to provide the necessary information or documents. When the contracting authority has doubts about the personal situation of these candidates or tenderers, it can contact the competent Belgian or foreign authorities to obtain the information it considers necessary information in this respect.</p>	

<p>In accordance with Article 20 of the Law, a candidate or tenderer can be excluded from accessing the contract, regardless of the stage of the procedure:</p> <p>1°If he is bankrupt or put into liquidation, has ceased activities, is involved in composition with creditors, or is in any analogous situation arising from a similar procedure provided for in other national regulations;</p> <p>2°If he has filed for bankruptcy, if he is in winding-up procedure or composition with creditors, or if he is in any similar procedure provided for in other national regulations;</p> <p>3°If he has been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity;</p> <p>4°If he has committed a serious mistake in his professional duties;</p> <p>5°If he has failed to meet his obligations in terms of paying social security contributions, in accordance with the provisions of Article 62;</p> <p>6°If he has not paid up his taxes in accordance with Belgian legislation or the legislation of the country where he has his registered office, in accordance with the provisions of Article 63;</p> <p>7°If he has been found guilty of misrepresentation in supplying the information required under this chapter or if he has not provided that information.</p>	
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<p>§ 1. The Belgian tenderer employing staff subject to the law of 27 June 1969 modifying the statutory order of 28 December 1944 on social security for employees must be in order with National Social Security Office obligations.</p> <p>§ 2. The foreign tenderer must, at the latest the day before the final date for receipt of tenders:</p> <p>1° Be in order with the obligations with regards to social security contributions according to legal provisions of the country where he is established;</p> <p>2° Be in order with the provisions of §1, if he employs staff subject to the law of 27 June 1969 modifying the statutory order of 28 December 1944 on social security for employees;</p> <p>§ 3. At any stage of the procedure, the contracting authority may investigate, by whatever means it chooses, the situation with regards to the payment of social security contributions of any tenderer.</p> <p>For the foreign tenderer, a recent certification (3 months) from the competent authority stating that he is in order with obligations with regards to the payments of social security contributions that apply by law in the country of establishment must be included in his tender.</p>	
<p>The tenderer shall be excluded from taking part in the contract, if he has been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity.</p>	

<p>The tenderer may not have committed a serious mistake in his professional duties, duly established in a way which the contracting authority can justify;</p> <p>Moreover, by signing the tender, the tenderer undertakes to respect the standards defined in the basic conventions of the International Labour Organisation (ILO) and in particular:</p> <p>1° Prohibition of forced labour (Conventions n° 29 on forced labour, 1930, and n° 105 on the abolition of forced labour, 1957)</p> <p>2° Right to Union freedom (Convention n° 87 on union freedom and the protection of union rights, 1948)</p> <p>3° Right to Organise and to Bargain Collectively (Convention n° 98 on the Right to Organise and to Bargain Collectively, 1949)</p> <p>4° Prohibition of Discrimination in Respect of Employment and Remuneration (Conventions n° 100 on Equal Remuneration, 1951 and n° 111 concerning Discrimination in Respect of Employment and Occupation, 1958)</p> <p>5° Minimum Age for Admission to Employment (Convention n° 138 on the minimum age, 1973), as well as the Prohibition of the Worst Forms of Child Labour (Convention n° 182 on the worst form of child labour, 1999).</p> <p>Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties within the meaning of Article 61, § 2, 4° of the Royal Decree of 15 July 2006. The preceding provisions apply without prejudice to other provisions listed in Article 61 of the above-mentioned Royal Decree.</p>	
<p>The tenderer must be in order with his obligation pertaining to the payment of his taxes in accordance with Belgian legislation or the legislation of the country where he has his registered office, in accordance with the provisions of Article 63 of the Royal Decree of 15 July 2011.</p> <p>He shall include in his tender a statement a recent certification (up to 3 months) 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.</p>	

<p>The tenderer shall be excluded from taking part in the contract if he has been found guilty of misrepresentation in supplying the information required under this chapter or if he has not provided that information.</p>	
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Economic and financial capacity – See Art. 67 of the Royal Decree of 15.07.2011

The tenderer must have achieved a total turnover for one of the last three years of at least **300 000** euros. **He shall include in his tender a statement on the total turnover achieved over the last three years**, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the electronic desk (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).

For one of the last three years the tenderer must have achieved a turnover in activities that are directly linked to the services described in these Tender Specifications, equal to **150 000** euros. He shall include in his tender a statement on the total turnover achieved over the last three years.

A candidate or tenderer may, if necessary and for a specific contract, submit the capacities of other entities, whatever the legal nature of the relations existing between himself and these entities. In that case, he must prove to the contracting authority that, for the performance of the contract, he shall have the necessary resources by presenting the commitment of these entities to make such resources available to the service provider.

Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group's participants or those of other entities.

Signature(s):

Technical aptitude: See Art. 72 of the Royal Decree of 15.07.2011	
<p>The tenderer shall dispose or be able to dispose of sufficient technicians or technical instances, in particular of sufficient quality assurance personnel or instances. When evaluating the technical capacity, only the technicians or technical instances that constitute an added value under the contract that is the object of these Tender Specifications shall be taken into account.</p> <p>The tenderer includes in his tender an overview that list the technicians or the technical instances that belong or not to the enterprise, and in particular those that are responsible for quality assurance.</p>	
<p>The tenderer must dispose of staff that can perform the contract properly, as highlighted in the Terms of Reference (see Terms of Reference 2.11).</p> <p>The tenderer includes in his tender a list of staff and their detailed CV's that shall be used for the performance of the contract. In this document the tenderer lists the staff members' degrees as well as their professional qualifications and experience.</p>	

<p>The tenderer must dispose of the following references of minimum 5 similar supervision services delivered over the three last 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 conducting those supervisions.</p> <p>The tenderer includes in his tender a list with the main services that have been delivered over the last three years including the amount and date as well as the public or private recipients. The services are proved by certificates drawn up or approved by the competent authority or, where the consignee was a private purchaser, or by default, by a simple statement of the service provider.</p>	
<p>The tenderer shall hold the following certificate(s):</p> <p>Class 3 charter at least (Mozambican) or equivalent.</p> <p>The certificate(s) must be delivered by an instance that is recognized to deliver such certificates.</p> <p>He includes in his tender a photocopy of the certificate(s).</p>	